



Travis County Commissioners Court Agenda Request

Meeting Date: May 15, 2012

Prepared By/Phone Number: John Carr, 854-4772

Dept. Head: Roger El Khoury, M.S., P.E., Director, FMD, 854-4579

County Executive: Leslie Browder, PBO, 854-9106

Sponsoring Court Members: County Judge Samuel T. Biscoe

A handwritten signature in blue ink, reading "Roger El Khoury".

A handwritten signature in blue ink, reading "LB".

AGENDA LANGUAGE:

Approve resolution recognizing Jesse R. Cortez on his retirement from the Facilities Management Department after twenty-six years of service to Travis County.

BACKGROUND/SUMMARY OF REQUEST:

Jesse Cortez, a Senior Building Maintenance Worker with Facilities Management Department (FMD) has established a retirement date of May 15, 2012. Jesse spent his time with Travis County with FMD and TCSO in the Building Maintenance career field. Jesse has been with FMD since his transfer from TCSO in January 2002.

STAFF RECOMMENDATIONS:

Facilities Management Department recommends approval of the proposed resolution.

ISSUES AND OPPORTUNITIES:

This resolution provides an opportunity to recognize the contributions of Jesse Cortez to Travis County.

FISCAL IMPACT AND SOURCE OF FUNDING:

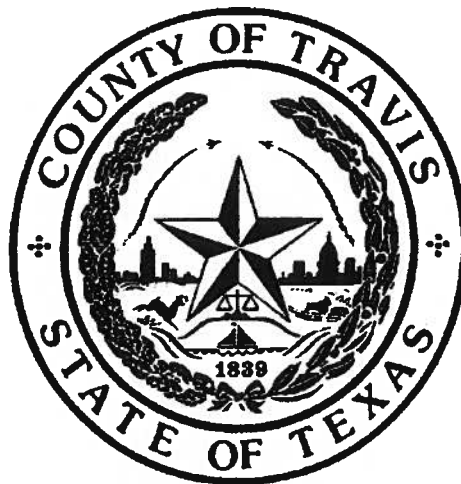
No cost associated with this resolution.

ATTACHMENTS/EXHIBITS:

1. Proposed Resolution

REQUIRED AUTHORIZATIONS:

N/A



WHEREAS, service, dedication and leadership should always be recognized, and

WHEREAS, Jesse Cortez has spent the last twenty-six years in service to the residents and employees of Travis County through his performance in responsible positions within the Sheriff's Office and Facilities Management Department, and

WHEREAS, he ultimately served as the Senior Building Maintenance Worker responsible for the performing and supervising the maintenance and repair of the Travis County Exposition Center, and

WHEREAS, he has demonstrated his commitment to service, his dedication to his duties and his leadership through his willingness to assume these responsibilities, and

WHEREAS, his efforts have resulted in the successful resolution of the numerous maintenance challenges of this events center and complex, and

WHEREAS, Jesse has decided to retire from County service,

NOW, THEREFORE, BE IT RESOLVED that the Travis County Commissioners Court of the State of Texas, gratefully recognizes the contributions of Jesse Cortez to the citizens and employees of Travis County and wish him happiness and continuing good health as he enters his well earned retirement.

SIGNED AND ENTERED THIS 15th DAY OF May, 2012.

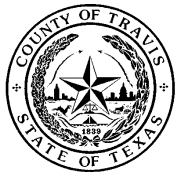
Samuel T. Biscoe
County Judge

Ron Davis
Commissioner, Precinct 1

Karen Huber
Commissioner, Precinct 3

Sarah Eckhardt
Commissioner, Precinct 2

Margaret J. Gómez
Commissioner, Precinct 4



Travis County Commissioners Court Agenda Request

Meeting Date: May 15, 2012

Prepared By/Phone Number: Shawn Malone/854-7627

Elected/Appointed Official/Dept. Head: Steven Broberg

Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE: Approve resolution thanking Ann and Ralph Ramos for 28 years of service to Travis County, and congratulating them on their simultaneous retirements

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

STAFF RECOMMENDATIONS: Staff recommends approval of the attached resolution.

ISSUES AND OPPORTUNITIES: This is a rare opportunity to thank two married Travis County employees whose synchronized careers will end this month.

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.

Resolution

*WHEREAS, Ann and Ralph Ramos have been married to each other for 36 blissful years;
and*

*WHEREAS, Ann and Ralph have both spent the last fourteen of those years working for
Travis County; and*

*WHEREAS, They started working at the County within days of each other and are both
retiring at the end of this month;*

*NOW, THEREFORE, BE IT RESOLVED that the Travis County Commissioners Court does
hereby celebrate the service of Ann and Ralph Ramos, and does express, on the behalf of the
County government, our sincere appreciation for all their hard work;*

*AND, BE IT FURTHER RESOLVED that this Court salutes their matrimonial stamina and
wishes them happiness together for at least another 36 years.*

SIGNED AND ENTERED THIS 15th DAY OF MAY, 2012

*Samuel T. Biscoe
County Judge*

*Ron Davis
Commissioner, Precinct 1*

*Karen Huber
Commissioner, Precinct 3*

*Sarah Eckhardt
Commissioner, Precinct 2*

*Margaret J. Gómez
Commissioner, Precinct 4*



Travis County Commissioners Court Agenda Request

Meeting Date: May 15, 2012

Prepared By/Phone Number: Garry Brown 854-9333

Elected/Appointed Official/Dept. Head: Commissioner Karen Huber

Commissioners Court Sponsor: Commissioner Karen Huber

AGENDA LANGUAGE: Consider and take appropriate action on a resolution congratulating the City of Lago Vista upon being recognized as a Firewise Community by the National Fire Protection Association Firewise Communities Program.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING: N/A

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, the National Fire Protection Association (NFPA) Firewise Communities Program encourages local solutions for wildfire safety by involving homeowners, community leaders, planners, developers, firefighters, and others in the effort to protect people and property from wildfire risks; and,

WHEREAS, to save lives and property from wildfire, NFPA's Firewise Communities program teaches people how to adapt to living with wildfire and encourages neighbors to work together and take action now to prevent losses; and,

WHEREAS, 2011 saw numerous wildfires across Travis County in places such as Oak Hill, Spicewood, and Steiner Ranch; and,

WHEREAS, Lago Vista's beauty comes from rolling hills, rocky slopes, steep canyons, and an abundance of oak and cedar trees- an area also ripe for wildfire; and,

WHEREAS, the residents of Lago Vista have exhibited that can-do attitude, community spirit and leadership by being the first of the North Shore communities to become accepted into the Firewise Communities/USA Recognition Program; and,

WHEREAS, by taking a collaborative approach to this process, Lago Vista has become an example for all the other North Shore communities who are working towards being recognized as Firewise Communities also;

NOW, THEREFORE, BE IT RESOLVED THAT THE TRAVIS COUNTY COMMISSIONERS COURT CONGRATULATES THE CITY OF LAGO VISTA UPON BEING RECOGNIZED AS A FIREWISE COMMUNITY/USA RECOGNIZED SITE.

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. GÓMEZ
COMMISSIONER, PRECINCT 4



Travis County Commissioners Court Agenda Request

Meeting Date: May 15, 2012

Prepared By: Steve Sun **Phone #:** 854-4660

Division Director/Manager: Steve Sun, P.E., Acting Director

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

Sponsoring Court Member: Commissioner Davis, Precinct One

AGENDA LANGUAGE: Consider and take appropriate action to approve the Assignment of Agreement related to Parmer Lane Participation Agreement.

BACKGROUND/SUMMARY OF REQUEST:

Travis County entered into the Parmer Lane Participation Agreement with the Developer - Heart of Manor, LP and Texas WH200, LP, dated effective as of March 13, 2012, for the design and construction of Parmer Lane Extension Phase IIB. Sections 9(j) and 15(k) of the Agreement provides that the obligations and liabilities of the Developer may be assigned to a separate entity controlled by or affiliated with the Developer. The Developer requests approval of the Assignment of Agreement to HOM Titan Development, LLC.

STAFF RECOMMENDATIONS:

TNR recommends approval of the Assignment of Agreement. County Attorney's Office has reviewed the form of the Assignment and finds it acceptable.

ISSUES AND OPPORTUNITIES:

Approval of this Assignment of Agreement will allow the continuous development of the project as originally planned.

FISCAL IMPACT AND SOURCE OF FUNDING:

No fiscal impact generated by this Assignment of Agreement.

ATTACHMENTS/EXHIBITS:

Assignment of Agreement
Secretary of State Document

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Tom Nuckols		County Attorney's Office	854-9513

CC:

Steve Sun		TNR	854-4660
Tony Valdez		TNR	854-7567
Donna Williams-Jones		TNR	854-7677

: :
0101 - Administrative -

ASSIGNMENT OF AGREEMENT

This Assignment Of Agreement ("***Assignment***") is made and entered into as of the date set forth below by **HEART OF MANOR, LP.**, a Texas limited partnership and **TEXAS WH200, LP**, a Delaware limited partnership (collectively, "***Assignor***") to and for the benefit of **TITAN TEXAS DEVELOPMENT, LLC**, a Delaware limited liability company doing business in Texas as **HOM TITAN DEVELOPMENT, LLC** ("***Assignee***"), and is as follows:

RECITALS:

A. Assignor, as "***Developer***," and **TRAVIS COUNTY, TEXAS** as "***County***", entered into that certain **Parmer Lane Participation Agreement**, dated effective as of March 13, 2012, (the "***Agreement***"), for the design and construction of Phase 2B of the **Parmer Lane** extension from the Phase 2A terminus to the eastern right-of-way of State Highway 130 including the reimbursement of related costs. A copy of the Agreement is attached as **Exhibit "A"**.

B. Sections 9(j) and 15(k) of the Agreement provides that the obligations and liabilities of the Developer may be assigned to a separate entity controlled by or affiliated with the Developer.

C. Assignor desires to assign Assignor's interest in the Agreement as it relates to all of the obligations and liabilities of the Developer in the Agreement to Assignee.

NOW, THEREFORE, for and in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor has **BARGAINED, GRANTED, SOLD, ASSIGNED, TRANSFERRED, CONVEYED and DELIVERED**, and by these presents does **BARGAIN, GRANT, SELL, ASSIGN, TRANSFER, CONVEY and DELIVER** unto Assignee all of Developer's obligations and liabilities in and to the Agreement.

Assignee hereby accepts the obligations and liabilities of Developer, and expressly assumes and agrees to perform and fulfill all of the terms, conditions, and obligations of Developer under the Agreement.

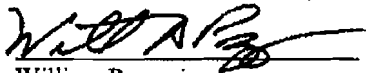
EXECUTED this 27th day of April, 2012.

ASSIGNOR:

HEART OF MANOR, LP,
a Texas limited partnership


By: MANOR GP, LLC
a Texas limited liability company, as General Partner

By: TITAN CAPITAL INVESTMENT GROUP, LLC,
a Delaware limited liability company, as Manager

By: 
Name: William Peruzzi
Title: Manager

TEXAS WH200, LP,
a Delaware limited partnership

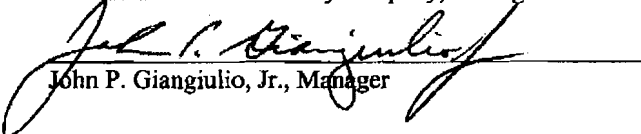
By: Texas WH200 GP, LLC
a Delaware limited liability company,
its General Partner

By: 
Name: William Peruzzi
Title: Manager

ASSIGNEE:

TITAN TEXAS DEVELOPMENT, LLC,
a Delaware limited liability company
doing business in Texas as
HOM TITAN DEVELOPMENT, LLC

By: TITAN CAPITAL INVESTMENT GROUP, LLC,
a Delaware limited liability company, Manager

By: 
John P. Giangulio, Jr., Manager

ACCEPTED BY:

TRAVIS COUNTY:

By: _____
Name: Sam Biscoe, County Judge
Date: _____

EXHIBIT "A"

AGREEMENT

ORIGINAL

12
3/12/12

PARMER LANE PARTICIPATION AGREEMENT

This Parmer Lane Participation Agreement ("**Agreement**") is entered into between Travis County, Texas (the "**County**"), Heart of Manor, LP, a Texas limited partnership and Texas WH200, LP, a Delaware limited partnership (collectively, the "**Owner**"). (The Owner is sometimes referred to as "**Developer**"). County, Developer, and Owner are sometimes hereinafter individually referred to as a "**Party**" and collectively referred to as the "**Parties**." Each of the Parties confirms that it has the authority and ability to enter into this Agreement, with the consent attached hereto from any applicable third party lenders, and to perform its obligations under this Agreement, without the further approval or consent of any other person or entity.

Recitals

WHEREAS, County has heretofore entered into that certain Parmer Lane Participation Agreement on October 31, 2006, and First Amendment to Parmer Lane Participation on February 2, 2007 (collectively referred to herein as the "**Initial Agreement**"), executed, by and between County and Developer's predecessors-in-title, namely, J & T Development Group, LP, a Texas limited partnership, and Wild Horse Addition, Ltd, a Texas limited partnership;

WHEREAS, Phases 1A, 1B, and 2A of the Project, as set forth in the Initial Agreement and generally consisting of the extension of Parmer Lane from the southern right-of-way of U.S. Highway 290 to the southern right-of-way of the Capital Metropolitan Transportation Authority (Austin and Southwestern Railroad) rail line (the "**Phase 2A Terminus**"), have been completed;

WHEREAS, as a condition of County approval of development in the Austin Limited Purpose Annexation Area, Developer is generally obligated under Chapter 30, Austin/Travis County Subdivision Regulations, to mitigate the traffic impacts of the development by contributing proportionally to the construction of the roadway improvements in the Capital Area Metropolitan Planning Organization ("CAMPO") 2030 Plan;

WHEREAS, Section 232.105 of the Texas Local Government Code provides that a commissioners court may contract with a developer of land in the unincorporated area to construct public improvements, and this Agreement is being entered into pursuant to, and is in compliance with, Section 232.105 in that County's costs are attributable to the oversizing of the road and do not exceed more than thirty percent (30%) of any component of the Project that is not attributable to oversizing;

WHEREAS, County and Developer wish to provide a mutually satisfactory basis for addressing Phase 2B of the Project as set forth in the Initial Agreement, and generally consisting of the extension of Parmer Lane from the Phase 2A Terminus to the eastern right-of-way of State Highway 130 (the "**Phase 2B Terminus**"), including, but not limited to, the remaining design and construction of Parmer Lane (the "**Project**"), and the reimbursement of related costs;

WHEREAS, Owner is the owner of that certain tract of land containing approximately 884.958 acres shown as on Exhibit A; (The property is collectively referred to herein as the "Owner's Land,");

WHEREAS, the Initial Agreement has been terminated;

WHEREAS, Owner's Land is adjacent to a portion of the proposed extension of Parmer Lane, which in this area is specified in the CAMPO 2030 Plan to be a 4-lane divided arterial (CAMPO ID# 734-14);

WHEREAS, the Parties are meeting their obligations under County's 2005 bond order for a four-lane divided arterial road; and

WHEREAS, upon completion and County acceptance of the Parmer Lane extension, it will be a County road, and County desires that it be constructed with capacity to handle not only Developer's present development but future traffic loads as well;

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

Section 1. The Project.

- (a) The Project shall include and be designed and constructed with the following features ("**Project Design Features**") as shown on Exhibit B:
 - (i) New four (4) lane divided road from the Phase 2A Terminus to the Phase 2B Terminus with:
 - (A) Right-of-way width depending on design requirements, but no less than one hundred fourteen (114) feet, plus slope and drainage easements;
 - (B) Road consisting of two (2) asphalt pavement sections twenty-nine (29) feet wide, each pavement including:
 - (1) Two (2) twelve (12) feet wide travel lanes; and
 - (2) A five (5) feet wide bicycle lane along the outside edge of each section;
 - (C) Two (2) feet wide concrete curb and gutter on both sides of each asphalt pavement section;
 - (D) Number and locations of median breaks as shown on Exhibit B.

- (ii) Pavement structure with a design life of twenty (20) years based on geotechnical engineering produced by the Project Engineer.
- (iii) Design speed of forty-five (45) miles per hour.
- (iv) Any bridges are to be designed according to minimum applicable Texas Department of Transportation (TxDOT) standards.
- (v) Twenty (20) feet wide grass medians (back of curb to back of curb), or as otherwise agreed upon between Developer and County.
- (vi) Six (6) foot wide sidewalk on the west side of the road and an eight (8) foot wide sidewalk or stabilized decomposed granite path on the east side of the road, all certified to meet all applicable accessibility standards.
- (vii) Mitigation for environmental impacts as, and to the extent, required by applicable law based on the environmental, archeological, and endangered species studies by the Project Engineer. Developer must require the Project Engineer to provide the County two signed originals and a .pdf file of any mitigation plans.
- (viii) Erosion/sedimentation/water quality controls, revegetation, stormwater management during construction, and permanent stormwater management and water quality controls as required by Chapter 30, Austin/Travis County Subdivision Regulations.
- (ix) Guardrails and traffic control devices and markings, both during construction and permanent, as required by TxDOT's Manual of Uniform Traffic Control Devices and sound engineering principles and practices.
- (x) All necessary relocations or adjustments of utilities or other infrastructure, subject to payment or reimbursement by any person legally obligated to bear the cost of such relocations or adjustments.
- (xi) Compliance with any applicable County policies, procedures, and requirements for acceptance of the Project for maintenance.
- (xii) Realignment of Blue Bluff Road at its intersection with the Project.
- (xiii) To the extent practicable, if County identifies the locus of Parmer Lane's intersection with the connector road to the proposed FM 973 extension prior to the issuance of construction permits for the Project, the Project design will include such intersection, and Project construction will make reasonable accommodation for the tie-in of such connector road to Parmer Lane, including the

installation of conduit for a future traffic signal. Except as provided in the preceding sentence, the Owner shall not have any design or construction responsibility respecting such connector road arising out of this Agreement.

- (xiv) Developer, at its option, may elect to incorporate sustainability standards into the design which may eliminate or reduce the need for water quality and detention ponds by using the stormwater on site for irrigation purposes. The sustainability design is subject to approval by County and the City of Austin and shall not cause the original estimated construction budget of Six Million Dollars (\$6,000,000) to increase by more than five percent (5%). If approved by County and the City of Austin, the sustainability design shall be deemed to be part of the Project for the purpose of this Agreement. The Parties acknowledge that the sustainability standards may require a modification to the Project Design Features referenced above.
- (b) The Project will be constructed as generally depicted on Exhibit B.
- (c) If the permanent stormwater management controls described in Section 1(a)(viii) will be used to manage any stormwater from any portion of the Owner's Land in addition to the stormwater from the Project, the Owner shall maintain the permanent stormwater management controls for the land benefited by such stormwater controls described in Section 1(a)(viii) pursuant to the agreement attached as Exhibit C, which shall be executed and recorded in the Travis County real property records before construction of the Project begins. County will maintain permanent controls that serve only the roadway. The maintenance of temporary stormwater controls during the construction shall be the responsibility of the Developer whose contractor performs the construction.
- (d) Except as expressly provided otherwise in this Agreement, each Party shall bear one hundred percent (100%) of the costs of performing its obligations under this Agreement, including overhead, contract procurement or review, reviewing Engineering Services and Deliverables, and any other costs incurred by that party under this Agreement.
- (e) Unless otherwise provided in the Parmer Lane Extension Interlocal Agreement between the City of Austin ("City") and County and its subsequent amendments (the "Interlocal Agreement"), the Project shall comply with and be designed and constructed according to the City's requirements for design standards, permit reviews, review time periods, and permitting fee requirements, and Developer acknowledges that County approval of Engineering Services and Deliverables may be delayed if necessary due to pending City reviews. The Developer acknowledges that the City is a funding partner and as such it will have

the option of inspecting the construction jointly with County. County shall use reasonable efforts to coordinate with the City to prevent or minimize delays between the two entities.

Section 2. Contributions.

- (a) Subject to the terms of this Agreement, Developer shall:
- (1) cause the Project Engineer, as defined below, to provide and deliver to the Developer and the County all Engineering Services and Deliverables, as defined below, that are necessary to design the Project as required by this Agreement; and
 - (2) cause the Construction Contractor, as defined below, to construct the Project as required by this Agreement.
- (b) In consideration of Developer's performance under Subsection (a), the County will participate in the cost of the Project as follows.
- (1) The County will pay to Developer fifty percent (50%) of actual costs incurred for all Eligible Preconstruction Costs, as defined below, that are determined by the County to be necessary to design the Project as required by this Agreement.
 - (2) The County will pay to Developer sixty-six and two-third percent of for all Eligible Construction Costs, as defined below. The Parties acknowledge that the County's sixty-six and two-third percent contribution for Eligible Construction Costs includes a thirty-three and one-third percent contribution from the City pursuant to the Interlocal Agreement.
 - (3) For Project Construction Manager Services, as defined below, the Developer shall pay the Project Construction Manager no more than four percent (4%) of the Developer's actual costs incurred under the Construction Contract and approved by the County ("Eligible Project Construction Management Fee"), and the County will pay to Developer fifty percent (50%) of the Eligible Project Construction Management Fee.
- (c) "Eligible Project Costs" are those costs determined by the County to be reasonably necessary to survey, design, permit, investigate, and construct the Project as described in Section 1. Eligible Project Costs consist of Eligible Preconstruction Costs, Eligible Construction Costs, and the Eligible Project Construction Management Fee.
- (1) Eligible Preconstruction Costs are those costs that are determined by the County to be reasonably necessary to survey, design, permit, investigate and construct the Project as described in

Section 1 and are incurred prior to award of a construction contract including, but not limited to, planning; engineering; estimating; preparing specifications; preparing schedules; soil investigations; site assessments; alternatives analyses; land surveying; coordination of utility location, relocation, or protection; obtaining environmental clearances and permits; regulatory agency reviews and approvals; and bidding and awarding. Preliminary engineering work which is incorporated into the final design of the Project shall be included as Eligible Preconstruction Costs.

- (2) **Eligible Construction Costs** are those costs that are determined by the County to be reasonably necessary to survey, design, permit, investigate and construct the Project as described in Section 1 and are incurred after award of a construction contract, including but not limited to, inspection; testing; construction surveying; submittal reviews; change order and claim investigations and resolutions; and warranty period monitoring and reporting of deficiencies.
- (d) Notwithstanding any provision to the contrary, Developer must pay:
 - (1) fifty percent (50%) of all Eligible Preconstruction Costs,
 - (2) thirty-three percent and one-third percent of all Eligible Construction Costs,
 - (3) fifty percent (50%) of the Eligible Project Construction Management Fee; and
 - (4) one hundred percent (100%) of all costs that are not reasonably considered Eligible Project Costs.
- (e) Developer will take responsibility for the design and construction of the Project. County shall pay to Developer fifty percent (50%) of all Eligible Preconstruction Costs, sixty-six and two-third percent of all Eligible Construction Costs, and fifty percent (50%) of the Eligible Project Construction Management Fee. Developer shall bear responsibility for one hundred percent (100%) of all costs that are not Eligible Project Costs. Developer must submit invoices for Eligible Preconstruction Costs, Eligible Construction Costs, and Eligible Project Construction Management Fees as provided in Section 9(g), and the County will pay to Developer as provided in Section 9(h).
- (f) Developer will convey the Real Property Interests (hereinafter defined) to County in accordance with Section 6.
- (g) Developer will deposit into an interest-bearing escrow account with the County thirty-three and one-third percent of the estimated construction costs that are Eligible Construction Costs when the plans and specifications for the Project are sixty percent (60%) complete (the "Developer's Pre-Bid Road Construction Contribution"). If thirty-three and one-third percent of the amount of the lowest responsible and responsive

bid for the Project exceeds Developer's Pre-Bid Road Construction Contribution, Developer must, within twenty (20) business days after being notified by County, deposit the difference with County, or Developer, upon written notice to County, may elect to terminate this Agreement, in which event Developer's Pre-Bid Road Construction Contribution, with interest, will be promptly returned to Developer. If Developer elects to terminate the Agreement the County and City funds may be reallocated to other projects at the sole discretion of the County and City. Termination of this Agreement does not release Developer from platting and/or site development requirements in effect at the time a plat or site plan is submitted to the appropriate authority for approval. Upon satisfying the conditions set forth in Section 12(d), the County will return, with interest, Developer's deposit of its share of the Eligible Construction Costs.

- (h) Travis County shall act as Escrow Agent for the management of funds deposited into escrow by Developer pursuant to this Agreement, and the funds will be deposited in an interest-bearing account. Travis County shall invest the funds in accordance with the Public Funds Investment Act, Chapter 2256 of the Texas Government Code, and other applicable laws or bond covenants. The interest which accrues on the escrowed funds shall be credited to Developer's account(s) and may be used to pay any of the obligations of Developer hereunder, including the payment of approved change orders. Any funds remaining in Developer's escrow account(s) upon the completion of the construction and County and City's acceptance of the Project shall be returned to Developer. Travis County shall provide Developer, at least monthly, with an accounting of the deposits to and disbursements from Developer's escrow account(s).

Section 3. Project Construction Management.

- (a) The Developer shall be responsible for managing development of the Project. The Developer may contract with the Project Engineer or another person, including a person affiliated with Developer, to serve as Developer's agent for providing Project Construction Management services ("Project Construction Manager").
 - (1) Before executing a contract with the Project Construction Manager, the Developer must submit a copy of the proposed contract with the Project Construction Manager to the County for approval of the contract and fees. The County shall have ten (10) business days after such submission within which to make any comments to the proposed contract, and if no such comments are received by Developer within said ten (10) day period, the County shall be deemed to have approved the form of contract. The fee for the services of the Project Construction Manager must not exceed four percent (4%) of Developer's actual costs incurred under the Construction Contract.

- (2) After the County approves the proposed contract with the Project Construction Manager but before the Developer executes the contract, Developer must deposit into an interest bearing account with the County fifty percent (50%) of the Eligible Project Construction Management Fee. Upon satisfying the conditions set forth in Section 12(d), the County will return, with interest, Developer's deposit of its share of the Project Construction Management Fee.
- (3) In its contract with the Developer, the Project Construction Manager must acknowledge that the Project is a public works project on public property. Developer shall in a timely manner pay all amounts due to the Project Construction Manager for the Project Construction Manager Services, as defined below, rendered in association with this Agreement. The Developer shall ensure that its contract with the Project Construction Manager contains a provision that the Project Construction Manager will look solely to the Developer for all sums coming due thereunder and that the County will have no obligation to the Project Construction Manager, but will only be obligated to pay the Developer in the time and manner required under this Agreement.
- (4) Within five (5) business days after executing a contract with the Project Construction Manager, Developer shall:
 - (A) provide a copy of the executed contract to the County, and
 - (B) obtain from the Project Construction Manager and provide to the County a collateral assignment of the Developer's rights under the contract with the Project Construction Manager in the form attached as Exhibit D, which authorizes the County to utilize the services of the Project Construction Manager to complete the Project if the Developer fails to do so as provided in this Agreement.
- (b) The Project Construction Manager, in coordination with the Project Engineer, will ensure timely and satisfactory completion of the Project, including performing construction administration services listed in Exhibit E; assuring the project scope is accurately defined and adhered to; identifying and planning for all obstacles to the completion of the Project; planning and conducting design and preconstruction conferences; monitoring and reporting on the design and construction schedules and budgets; monitoring and reporting on the design and construction quality; reviewing contractor's pay requests; providing the County with prior notice of major items of work during construction; otherwise coordinating among the Parties and other persons and entities involved in the Project on an ongoing basis; and generally ensuring that the Project is satisfactorily

completed in accordance with approved plans and specifications on time and within budget (collectively, "**Project Construction Manager Services**"). The Project Construction Manager shall provide all files for the Project to the County within thirty (30) days after completion of the construction of the Project, including all addenda and change orders, record drawings, pay requests, and payment records. The County may require the Developer to replace the Project Construction Manager if, in the County's opinion, the Project Construction Manager is not satisfactorily performing its responsibilities related to the Project.

Section 4. Project Engineering Services.

- (a) The Developer shall contract with a professional engineering firm acceptable to the County to assist and serve as Developer's agent in performing all necessary engineering, including design, surveying, geotechnical and traffic analysis services, utility relocation coordination, project manager services during the design phase, and other engineering services for the Project (the "**Project Engineer**"), as required by this section and **Exhibits F and G**. The Developer must not use competitive bidding to obtain services of the Project Engineer.
 - (1) Before executing a contract with the Project Engineer, the Developer must submit a copy of the proposed contract with the Project Engineer to the County for approval of the contract and fees. The County shall have ten (10) business days after such submission within which to make any comments to the proposed contract, and if no such comments are received by Developer within said ten (10) day period, the County shall be deemed to have approved the form of contract.
 - (2) After the County approves the proposed contract with the Project Engineer but before Developer executes the contract, Developer must deposit into an interest bearing account with the County fifty percent (50%) of all Eligible Preconstruction Costs. Upon satisfying the conditions set forth in Section 12(d), the County will return, with interest, Developer's deposit of its share of the Project Preconstruction Costs.
 - (3) In its contract with the Developer, the Project Engineer must acknowledge that the Project is a public works project on public property. Developer shall in a timely manner pay all amounts due to the Project Engineer for the engineering services rendered in association with this Agreement. The Developer shall ensure that its contract with the Project Engineer contains a provision that the Project Engineer will look solely to the Developer for all sums coming due thereunder and that the County will have no obligation to the Project Engineer, but will only be obligated to pay the

Developer in the time and manner required under this Agreement. The County may require the Developer to replace the Project Engineer if, in the County's opinion, the Project Engineer is not satisfactorily performing any and all responsibilities related to the Project. The design of the Project will be subject to approval by the County and all other governmental agencies with jurisdiction.

- (b) Within five (5) business days after executing a contract with the Project Engineer, the Developer shall
 - (1) provide a copy of the executed contract to the County, and
 - (2) obtain from the Project Engineer and provide to the County a collateral assignment of the Developer's rights under the contract with the Project Engineer in the form attached as Exhibit D which authorizes the County to utilize the services of the Project Engineer to complete the Project if the Developer fails to do so as provided in this Agreement.
- (c) The Developer shall cause the Project Engineer to produce and provide to Developer and the County all engineering services and deliverables to the extent necessary to complete the Project with the required Project Design Features, including:
 - (1) completed specific work product/plan stage documents for review;
 - (2) final bid-ready plan sets and project manual with specifications ("Final Plans and Specifications");
 - (3) geotechnical report;
 - (4) engineer's opinion of construction costs, project schedule, and critical path method, updated and submitted with each submittal;
 - (5) record drawings (as-builts) for the final project within thirty (30) working days after completion of the construction of the Project or the Project Engineer's contract;
 - (6) all required permits to start and complete the Project;
 - (7) required tracts' schematic, and parcel drawings and right-of-way strip map for right of way and easement acquisitions;
 - (8) survey services with electronic copy of survey on NAD 83 or as determined by the County;
 - (9) environmental report(s), and copies of all such reports used in the design of the Project shall be submitted to the County;
 - (10) engineering and drainage study report;
 - (11) design calculations;
 - (12) electronic copy of above deliverables, where applicable (all drawings and e-files must be in a format compatible with County CADD applications, and text documents must be in Microsoft Word format);
 - (13) complete project file within thirty (30) working days after completion

- of the construction of the Project or the Project Engineer's contract;
and
- (14) any other service or producing any other deliverable necessary to complete the Project with the required Project Design Features, taking into consideration the customary requirements for projects of a similar nature as the Project or special requirements based on any unique aspects of the Project (collectively, "**Engineering Services and Deliverables**").
- (d) All Engineering Services and Deliverables shall meet customary professional standards applicable to the service or deliverable or the Project, based on the Project's nature and location and participants, and are subject to approval by the County based on compliance with this Agreement, cost effectiveness, sound engineering principles and practices, and applicable legal requirements, which approval shall not be unreasonably denied, delayed, or conditioned. The County shall use *reasonable efforts to respond to a request for approval within ten (10) working days* after any Engineering Services and Deliverables are submitted and shall notify the other Parties in writing if an Engineering Service and Deliverable is not satisfactory. All Engineering Services and Deliverables shall become the property of the County.
- (e) Developer shall cause the Project Engineer and any subcontractor of the Project Engineer performing work on the Project to purchase professional errors and omissions liability insurance (*contractual liability included*) with a limit of at least One Million Dollars (\$1,000,000) including the cost of claims and that covers claims arising from errors and omissions in the design and engineering of the Project for claims asserted within a period of five (5) years of the completion of the Project. Developer shall provide a copy of the insurance policy upon Developer's execution of this Agreement. Pursuant to the Interlocal Agreement, each general liability and automobile liability policy must name County and the City as additional insureds. Except for (i) Developer's obligation to provide the errors and omissions liability insurance required by this Section 4(e), and (ii) Developer's liability [in the event and to the extent that the cost of damage or loss is not covered by liability insurance otherwise required by this Section 4(e)] for the below specified percentage ("**Developer's Liability Percentage**") for the costs, damages, or losses (a) that are caused by the Project Engineer with respect to Engineering Services and Deliverables including, but not limited to, surveying and/or the Final Plans and Specifications including, but not limited to, the negligence of the Project Engineer and/or surveyors retained by the Project Engineer and (b) that are the result of deficiencies, errors and/or omissions and/or negligence of the Project Engineer and/or surveyors retained by the Project Engineer discovered within one (1) year of the acceptance of the Project by the County, Developer will have no liability to the County and/or its successors for costs, damages, or losses caused by the Project

Engineer with respect to Engineering Services and Deliverables including, but not limited to surveying, and/or the Final Plans and Specifications including, but not limited to, the negligence of the Project Engineer, and the County and its successors shall otherwise look solely to the Project Engineer and/or the errors and omissions liability insurance for any such costs, damages, or losses excluded from Developer's responsibility hereby:

Developer Liability Percentage for the purposes of this Section 4(e): collectively, thirty-three and one-third percent.

- (f) The Developer must submit invoices for Engineering Services and Deliverables as provided in Section 9(g) and the County will reimburse the Developer as provided in Section 9(h). If the Developer elects to commence engineering work before the County has received bond proceeds for the Project sufficient to fund its obligation to reimburse the Developer as provided in Section 9(h), the County's obligation to make payments as specified in Section 9(h) is suspended until the County has received bond proceeds for the Project. When the County receives bond proceeds for the Project, the Developer must submit an invoice for and the County must pay all suspended payments to the maximum extent of such bond proceeds. For the purposes of this Agreement, County represents that it has received adequate bond proceeds for the funding of the Project.
- (g) Developer shall start preliminary Engineering Services within thirty (30) days after execution of the Agreement. Within sixty (60) days of execution of the Agreement, Developer shall submit a preliminary plan (schematic) for the design of the Project to the County for review and approval. Within sixty (60) days after final comments from the City and County, the Developer shall submit to the County for approval three copies of the Final Plans and Specifications for the Project and a detailed summary of the work completed and sums paid by the Developer for the Engineering Services and Deliverables. Upon review and approval of the Engineering Services and Deliverables performed to date and the invoices and detailed summary, the County will reimburse Developer the amount provided in Section 2(b)(1) incurred to such date pursuant to the procedure set forth in Section 9(h). Subject to notice and opportunity to cure as set forth in Section 15(h) and notwithstanding anything to the contrary, if the Developer fails to comply with the deadlines set forth in this Section 4(g), the County may terminate this Agreement and reallocate any bond funding for the Project to other County projects. If the County terminates this Agreement pursuant to this Section 4(g), the County will have no obligation to pay any amount under this Agreement; however, if the County chooses not to complete the Project, the County will promptly return to Developer any funds deposited by Developer in an escrow account with respect to this Agreement, with interest, less any amounts owed by the Developer to the County under this Agreement.

- (h) The County shall issue any required permits within ten days of the Developer's submittal of Final Plans and Specifications meeting all applicable County standards.
- (i) The County hereby waives all review, permit, and inspection fees in connection with the Project.

Section 5. Designated Representatives.

- (a) County and Developer each designate the individual specified below ("Designated Representative") to represent them and to act on their behalf with respect to the subject matter of this Agreement. Each Designated Representative will have authority to determine and interpret the policies and exercise the discretion of the Party it represents, and a Party may rely on the decisions and representations made by the other Party's Designated Representative with respect to the subject matter of this Agreement, except as provided by Section 15(d), below. Each Designated Representative may further designate other representatives to transmit instructions and receive information on the Designated Representative's behalf.

County: Steven M. Manilla, P.E. (or
successor), County Executive,
Transportation and Natural
Resources Department
411 West 13th Street, 11th Floor
Austin, Texas 78701

Developer: David Ambrust
Ambrust & Brown, PLLC
100 Congress, Suite 1300
Austin, TX 78701

- (b) Developer will require its agents to report regularly to and to cooperate and coordinate with County's Designated Representatives. Each Party will require its Designated Representative and agents to cooperate and coordinate with one another, including but not limited to meeting with or reporting information to one another regarding any aspect of the Project, either at regular intervals or at other times determined by County, and reviewing and commenting in a timely manner on work products associated with the Project.

Section 6. Real Property Interests.

- (a) The Project shall be constructed in public rights-of-way and/or easements ("**Real Property Interests**") conveyed to County, or to another public entity acceptable to County with a right of entry or license to allow construction of the Project. The Real Property Interests include the stormwater management agreement required under Section 1(c). Developer must cause the Real Property Interests to be conveyed to the County as soon as reasonably practicable after the parties sign this Agreement, but no later than fourteen (14) days after Developer has received an acceptable bid for the Construction Contract, as defined herein. If there is an existing easement that traverses the area within the roadway right of way limits and the owner of the easement refuses to make its easement subservient to the Project right-of-way, Developer must, at least sixty (60) days prior to commencement of construction, provide written notice to County of the easement and provide the owner of the easement a Joint Use Acknowledgement Agreement in substantially the form attached as **Exhibit J**.
- (b) Owner shall cause the Real Property interests to be conveyed free of all liens, encumbrances, and title defects unacceptable to County in its reasonable discretion and at no cost to County. All Real Property Interests shall be conveyed by deeds or other instruments acceptable to County in its reasonable discretion and with title insurance issued by a title company selected by Developer and acceptable to County in its reasonable discretion. Any title insurance policy shall list County as insured party and shall be for an amount based upon the fair market value of the Interests conveyed as reasonably determined by the County. All title insurance premium fees, costs to cure title defects, closing costs, and other acquisition costs shall be borne solely by Developer.
- (c) In exchange for conveyance of the Real Property Interests, upon such other requirements as may be required by County and subject to fulfillment of all requirements of Chapter 251, Transportation Code, for right-of-way vacations and Chapters 263 and/or 272, Local Government Code, for right-of-way conveyances, County will, with respect to any segments of right-of-way for Blue Bluff Road or other County roads located within Owner's Land ("**Old R-O-W**") abandoned as a result of the Project (1) convey to Developer and/or the adjacent parcel owner, as applicable, County's fee simple title, or (2) vacate its easement interests. Developer and/or applicable adjacent Owner shall pay all costs of vacation and sale, including the cost of surveys and appraisals of the Old R-O-W by qualified professionals approved by County. Developer's conveyance of the Real Property Interests shall be the only consideration required for County's conveyance of fee simple title in the Old R-O-W unless the

appraised value of the Old R-O-W is more than the value of the Real Property Interests, in which case Developer shall pay County the difference in cash within thirty (30) days before commencing construction on the Project.

Section 7. Construction Contract Procurement.

- (a) Upon the Parties' approval of the Final Plans and Specifications, Developer shall incorporate the Final Plans and Specifications into an invitation for bids and solicit bids for one or more contracts for construction of the Project ("Construction Contract"). The invitation for bids shall include written notice of the requirements of Section 8. The Developer shall submit the invitation for bid and a list of proposed bidders to the County for approval in advance. The invitation for bids must be solicited within thirty (30) days of County approval of the Final Plans and Specifications except that if satisfactory contractual arrangements for the cost of relocations or adjustment of utilities or other infrastructure have not been made with the owner or operator of the utility, Developer may delay solicitation of bids until such arrangements are in place. The Parties shall use reasonable efforts to meet the design, construction and delivery milestones outlined in Exhibit I. The Developer shall provide the County with all responses to the bid solicitation. Despite the foregoing, if the Developer does not solicit bids within sixty (60) days after final approval of the Plans and Specifications, the County may terminate the Agreement and reallocate any bond funding for the Project to other County projects. If the County terminates this Agreement pursuant to this Section 7(a), the County will have no obligation to pay any further amount under this Agreement; however, if the County chooses not to complete the Project, it will promptly return to Developer any funds deposited by Developer in an escrow account with respect to this Agreement, with interest, less any amounts owed by the Developer to the County under this Agreement.
- (b) Developer shall notify the County of the amounts of the bids received for the Project.
 - (1) If the bid determined by Developer, the City, and the County to be acceptable as the lowest responsive and responsible bid for the Construction Contract exceeds the then estimated cost of construction by more than twenty percent (20%), Developer may, or if requested by the County, the Developer must, reject all bids as excessive and require the Project Engineer to perform value engineering in a manner designed to secure a lower bid, while still meeting applicable standards without impairing the functionality of the Project or violating sound engineering principles or practices or applicable legal requirements, to reduce costs, and solicit bids again until a bid acceptable to County and Developer is received.

- (2) The modified Final Plans and Specifications shall be subject to approval by County and the City, which approval shall not be unreasonably denied, delayed, or conditioned. Based on the modified Final Plans and Specifications, the Developer shall repeat the bid solicitation in an effort to secure a lower acceptable bid.
 - (3) If the second bid solicitation fails to produce an acceptable bid not exceeding the then estimated cost of construction, the Parties may either mutually agree to repeat the bid solicitation and value engineering process until an acceptable bid is received, or Developer may choose to pay one hundred percent (100%) of the amount by which the lowest responsive and responsible bid exceeds the then estimated cost of construction without reimbursement by the County by giving written notice thereof to the County.
 - (4) If Developer does not give the notice described in Section 7(b)(3) within twenty (20) days after receipt of bids exceeding the then estimated cost of construction, and the Parties have not mutually agreed to re-bid after further value engineering, any of the Parties may elect to terminate this Agreement without further recourse, and the County will promptly return **Developer's Pre-Bid Construction Contribution**, with interest, to the Developer, less any amounts owed by Developer to the County.
 - (5) Any deadline in this Agreement affected by a value engineering and rebidding process shall be extended by the amount of time required for that process. Payment to the Project Engineer, if any, for value engineering and resulting changes to the construction documents, shall be subject to approval by the County and the Developer, which approval shall not be unreasonably denied, delayed, or conditioned.
- (c) Developer shall cause the Construction Contract to be awarded to the bidder submitting the lowest responsive and responsible bid for the Project that is within the construction budget, including up to five (5%) of the low bid amount for construction contingencies ("Contingency Amount"). Before executing the Construction Contract, the Developer must submit a copy of the proposed contract to the County for approval. The County shall have ten (10) business days after such submission within which to make any written comments on the contract, and if no such comments are received by Developer within said ten (10) day period, the County shall be deemed to have approved the contract, and it shall be referred to herein as the "**Construction Contract**." The contractor under the Construction Contract shall be referred to herein as the "**Construction Contractor**." Developer shall thereafter cause the Project Construction Manager to proceed with all reasonable diligence to ensure the completion of

construction of the Project. In the event that a Change Order approved jointly in writing by the City, County, and Developer exceeds the contingency amount, Developer shall deposit its thirty-three percent and one-third percent share of the additional cost with the County within twenty (20) business days. Each party shall be responsible for funding change orders that it requests for its benefit.

- (d) Within ten (10) days after execution of the Construction Contract, the Developer will provide to the County a copy of the executed Construction Contract and any related documents, including any assignment, certificate, or other documents required under Section 8. The Developer will also provide copies of any subsequent documents amending or otherwise relating to the Construction Contract; however, no amendments or change orders to the Construction Contract as approved by the County may be made without the County's approval.

Section 8. Special Provisions Applicable to Construction Contract.

- (a) The Developer will obtain from the Construction Contractor and provide to the County a collateral assignment of the Developer's rights under the Construction Contract, in the form attached as Exhibit D, which authorizes the County to exercise the Developer's rights under the Construction Contract and to complete the Project if the Developer fails to do so as provided in this Agreement.
- (b) The Parties acknowledge that the Project is a County road project and involves construction of public improvements. Accordingly, the Project will be constructed and all right-of-way, easements, equipment, materials, and supplies will be acquired in the name of or on behalf of the County. However, the Developer shall ensure that all construction contracts and other agreements contain a provision that each contractor, materialman, or supplier will look solely to the Developer for payment of all sums coming due thereunder and that the County will have no obligation to any such party, but will only be obligated to reimburse the Developer in the time and manner required under this Agreement.
- (c) The Developer shall include the County's Historically Underutilized Businesses Program goals with the invitation for bid and Final Plans and Specifications and ensure that they are part of the bids.
- (d) The Developer shall ensure that payment and performance bonds are obtained and kept in place for the Project in compliance with Chapter 2253, Texas Government Code.
- (e) All tangible personal property to be purchased for use in construction of the Project and all taxable services to be performed for the design, management and construction of the Project are subject to the sales tax

provisions of Section 151.311, Texas Tax Code. The County will provide its employer identification number and any other information reasonably required to obtain an exemption of sales tax for the Project and the labor and materials incorporated into the Project upon the Developer's request.

- (f) The Developer acknowledges that the County is a political subdivision of the State of Texas and is subject to the provisions of Chapter 2258, Subchapter B, Texas Government Code, pertaining to prevailing wage rates. The Developer will ensure that the Construction Contractor pays not less than the prevailing wage rates established by the County to workers employed on the Project and complies with all applicable provisions of Chapter 2258, Subchapter B, Texas Government Code, including the recordkeeping required therein.
- (g) The Developer will ensure that the Construction Contractor provides worker's compensation insurance coverage for workers employed on the Project and obtains a certificate from each subcontractor, relating to the coverage of the subcontractor's employees, in accordance with Section 408.096, Texas Labor Code. The Developer will ensure that the Construction Contractor maintains a comprehensive general liability and automobile liability insurance policy naming the County and the City as additional insureds, with a waiver of subrogation in favor of the County and the City, and with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate. The Developer shall cause the Construction Contractor to provide the County with written certificates of compliance with the foregoing requirements.
- (h) The Construction Contractor will be required to implement and maintain all applicable or customary safety precautions and programs in connection with the construction of the Project.
- (i) Developer must require the Construction Contractor to immediately take any appropriate remedial action to correct any deficiencies identified by the City or the County during construction or during any applicable warranty period.

Section 9. Construction of Project.

- (a) Before the applicable date in Subsection (d) for beginning construction of the Project, unless an earlier deadline is specified elsewhere in this Agreement, the Developer must:
 - (1) cause to be conveyed or dedicated all the Real Property Interests, including, if necessary, the stormwater management agreement under Section 1(c);

- (2) execute the Construction Contract;
 - (3) submit to the County payment and performance bonds, insurance certificates, collateral assignments, and all other documents required to be submitted under this Agreement;
 - (4) deposit with the County either cash or a letter of credit for the Developer's non-reimbursable costs under Section 2(g) in a form acceptable to the County in an initial amount equal to the County's estimate of the Developer's non-reimbursable share of costs under Section 2(g) ("**Fiscal Security**") to secure completion of the Project as provided in Section 14, provided that the letter of credit may be a reducing letter of credit that provides for reduction of the amount as the Developer incurs and pays such non-reimbursable costs; and
 - (5) issue notice to proceed with construction of the Project to the Construction Contractor.
- (b) Before the applicable date in Subsection (d) for beginning construction of the Project, if the County and the City have executed the Interlocal Agreement, the County will estimate the City's share of costs under the Interlocal Agreement and require the City to deposit with the County cash in that amount ("**City Construction Funds**"). The County shall use the City Construction Funds either to pay to the Developer the City's share of the reimbursement due the Developer under the Interlocal Agreement or to complete construction of the Project under Section 14.
- (c) If the requirements of Subsection (a) are not met, the County may terminate this Agreement and be relieved of any obligation to pay any amount under this Agreement after notice and an opportunity to cure as set forth in Section 15(h).
- (d) Construction must commence within twenty (20) days after the Contractor's notice to proceed. Developer shall cause the Project to be complete and accepted by the County within three hundred sixty-five (365) days following the award of the construction contract. However, Developer may amend the commencement and completion dates set forth in this Section 9(d) if the County Executive agrees in writing to the amendment. Subject to notice and opportunity to cure as set forth in Section 15(h) and notwithstanding anything to the contrary, if the Developer fails to comply with the deadlines set forth in this Section 9(d), the County may terminate this Agreement and reallocate any bond funding for the Project to other County projects. If the County terminates this Agreement pursuant to this Section 9(d), the County will have no obligation to pay any amount under this Agreement; however, if the County chooses not to complete the Project, the County will promptly return to Developer any funds deposited by Developer in an escrow account with respect to this Agreement, with

interest, less any amounts owed by the Developer to the County under this Agreement.

- (e) Subject to its rights to be paid as provided in this Agreement, the Developer will:
 - (1) require its Construction Contractor and subcontractors to diligently pursue construction of, the Project in a good and workmanlike manner and, in all material respects, in accordance with this Agreement and the approved Final Plans and Specifications and all applicable laws, regulations, and ordinances; and
 - (2) promptly pay all costs of the Project as they become due, including all costs of design, engineering, materials, labor, construction, Project Construction Management Services, and inspection arising in connection with the Project, and all payments arising under any contracts entered into for the construction of the Project, subject to any applicable retainage requirements and amounts withheld due to improper work or punch list items.
- (f) The Developer assumes the risk for design and construction of the Project in a good and workmanlike manner for the amount of the Construction Contract and all work and material used in the construction must be free from defects and fit for its intended purpose. Any modifications that would materially change the Final Plans and Specifications or the amount of the Construction Contract will be subject to the Developer's and County's approval within ten (10) business days after receipt of notice of the proposed changes, which approval will not be unreasonably denied, delayed, or conditioned. If the County and Developer determine that, through no fault of the Developer and based on cost effectiveness, sound engineering principles and practices, or applicable legal requirements, it is not possible to complete the Project as described in Section 1, without modifications to the approved Final Plans and Specifications or the amount of the Construction Contract, the Developer will, in coordination with the County, cause to be prepared any required changes to the Final Plans and Specifications and any required change orders to the Construction Contract, and the County will reimburse the Developer for the Developer's actual cost of any required Engineering Services and Deliverables and actual costs of any required change orders to the Construction Contract as provided in Section 2(b).
- (g) The Developer will submit an invoice to the County each month, accompanied by a "Travis County – Transportation and Natural Resources Participation Agreement Summary Invoice" which details the sums paid by the Developer and due to be paid by the County to Developer for engineering, construction, and other services and work performed during the previous calendar month, including:

- (1) copies of all draw requests from contractors included in the invoice, a detailed summary of the work completed and an affidavit of bills paid and partial lien waiver;
 - (2) the cumulative amount of all draw requests to date;
 - (3) the Developer's, County's, and City's respective portions of the current draw requests in accordance with Section 2(b), Section 2(d), and the calculations used to arrive at that allocation;
 - (4) the cumulative amounts paid by the Developer and reimbursed by the County and City under this Agreement through the date of the accounting; and
 - (5) documentation evidencing Developer's payments, if any, to contractors during the previous month, an itemization of what was paid, and any other documentation required by the Travis County Auditor's Office.
- (h) If the services and work described in the invoice were rendered in compliance with this Agreement, the County will make payment to the Developer within thirty (30) days of receipt of each invoice, subject to Section 12. In the event changes or corrections are required to any invoice prior to payment, a request for additional information will be made by the County within ten (10) days of receipt of the invoice.
- (i) Developer will also submit a Travis County TNR Cash Fiscal Reduction Request on a monthly basis. If documentation evidencing Developer's payments, if any, to contractors during the previous month has been provided to the County, the County will make payment to the Developer from the Escrow Account for the Developer's share of the Eligible Project Costs on the current invoice within thirty (30) days of receipt of the Travis County TNR Cash Fiscal Reduction Request. No payment documentation from the Developer is required in order for the County to process the payment to the Developer for the initial month of the Project.
- (j) Subject to approval by County, which approval shall not be unreasonably denied, delayed, or conditioned, Developer may elect to assign its obligations and liabilities to a separate entity controlled by or affiliated with one or more of the Owners. Such entity would enter into the contract with the Construction Contractor. Developer must provide County an executed copy of any instrument regarding the assignment of Developer's obligations with respect to this Agreement within ten days after the date of assignment. The Developer shall remain liable for any work completed before the date of assignment. If Owner transfers its Owner's Land pursuant to this Section 9(j), the agreement shall be a covenant running with the Owner's Land as provided in Section 15(k).

Section 10. County and City Inspection.

The County and the City may observe or inspect all work done and materials furnished at times and places and using procedures determined by the County. The County will notify the Developer and Project Construction Manager if any observation reveals that any part of the Project is not constructed or completed in accordance with the final approved Final Plans and Specifications or this Agreement or is otherwise materially defective. This notice will specifically detail any deficiencies. If such notice indicates that work or material may not comply with the final approved Final Plans and Specifications or the requirements of this Agreement, the County may require the Developer to cause the Construction Contractor to suspend work until the County is satisfied any defect is or will be remedied, which suspension and remedial work will be without delay damages, remobilization costs, or other additional costs to the Developer, the County, or the City.

Section 11. Completion of Project.

- (a) The Project Construction Manager will prepare a written notice of substantial completion and certify that the Project has been constructed in accordance with the approved construction documents and forward the notice to the Developer and County. The County will conduct a final inspection of the Project within ten (10) business days after receiving the written notice of substantial completion. If completed in accordance with the terms of the final approved Final Plans and Specifications and this Agreement in all material respects, the County will certify the Project as being in compliance and issue a notice of final acceptance to the Developer.
- (b) Upon final acceptance of the Project by the County, all warranties for the Project will be transferred to the County and the Developer will execute any documents reasonably required to evidence such assignment. The Construction Contractor will be responsible for any defects in workmanship or materials (ordinary wear and tear excepted) in the Project for one year following acceptance by the County. The Developer must cause the Construction Contractor to provide the County with a one (1) year Construction Contractor's warranty and maintenance bond as a condition to final acceptance of the Project, which will be in a form approved by the County, such approval not to be unreasonably denied, delayed, or conditioned.
- (c) Within thirty (30) days of final acceptance of the Project by the County, the Developer and the Project Construction Manager will deliver to the County all plans, including as-built plans, specifications, and files pertaining to the Project, which materials will be the property of the County, and the

Developer shall submit to County a final statement of any and all claims for payment or credit the Developer desires to have taken into account in the final accounting under Section 12.

Section 12. Retainage and Final Accounting.

- (a) Until completion of the final accounting under Subsections (b) and (c), the County will withhold five percent (5%) retainage on payments attributable to the Construction Contract and fifteen percent (15%) of the Project Construction Manager's fee. The retained amounts will be released and paid by the County upon completion of the final accounting, resolution of any pending claims or contingent liabilities arising from the Project, and delivery to the County of the warranty documentation, construction files, as built, affidavit of bills paid and final lien waivers, and other documents required to be submitted under this Agreement.
- (b) Within thirty (30) days after the Project is complete or this Agreement is terminated, the Developer shall render a final written accounting of any and all costs to be paid or borne by, or credited or refunded to, any Party under this Agreement, taking into account any amount the County has previously paid as provided herein and subject to adjustment after resolution of any pending claims or contingent liabilities arising from the Project. The Developer shall send a copy of such accounting to the County. The County and the City shall have the right to audit the Developer's records and shall request any such audit, or any adjustments or corrections, within thirty (30) days of receipt of the accounting.
- (c) After the Developer has sent any corrected or adjusted final accounting to the County and City, the County shall pay any amount it owes no later than thirty (30) days after receipt of such final accounting. The Developer shall refund any amounts due the County within twenty (20) days after delivery of the adjusted final accounting.
- (d) Within thirty (30) days after (1) the Project is complete, (2) the Developer has sent any corrected or adjusted final accounting to the County and City, and (3) the Developer has submitted documentation to the County showing that the Developer has fully paid its Project Engineer, Project Construction Manager, Construction Contractor, and any other contractor relating to the Project, the County will return to Developer, with interest, any funds remaining in the Escrow Account.

Section 13. Correction of Defects; Claims.

Conveyance of the Project to the County will not relieve the Developer of liability for satisfaction of any unpaid claim for materials or labor. The County will be under no obligation to challenge any claim for unpaid labor or materials; however, if the Developer fails to promptly resolve any claim, the County may elect to do so and, in this event, will have full rights of subrogation.

Section 14. County Completion of Project.

- (a) If the Developer begins, but does not diligently pursue, timely completion of construction of the Project materially in accordance with this Agreement for any reason, the County has the right, but not the obligation, to draw on the Fiscal Security and complete the construction of the Project either pursuant to the Construction Contract and the collateral assignments or otherwise. Before exercising this right, the County will send the Developer written notice specifying the deficiency in the Developer's performance and the actions required to cure the deficiency. If the Developer does not cure the deficiency within ten (10) business days (or such time as the County determines may reasonably be required to cure the deficiency provided the Developer promptly begins, and diligently pursues, such cure), the County may proceed with construction of the Project.
- (b) If the County elects to complete the Project, all plans, designs, rights-of-way, easements, real and personal property conveyed, produced, or installed within the public right-of-way prior to the take-over of construction of the Project by the County will become the property of the County to the reasonable extent necessary to allow the County to complete and maintain the Project.
- (c) The Developer hereby grants to the County a nonexclusive right and easement to enter the property of the Developer to the reasonable extent necessary for construction of the Project under this Agreement in accordance with its terms and provisions and in accordance with the notice and cure periods contained in this Agreement.

Section 15. Miscellaneous.

- (a) Any notice given hereunder by any Party to another must be in writing and may be effected by personal delivery or by certified mail, return receipt requested, when mailed to the appropriate Party's Designated Representative, at the addresses specified, with copies as noted below:

County: Steve M. Manilla, P.E. (or successor)
County Executive, Transportation and Natural
Resources
P.O. Box 1748
Austin, Texas 78767
Attn: Re No. 163.1969

With copy to: David A. Escamilla (or successor)
Travis County Attorney
P.O. Box 1748
Austin, Texas 78767
Attn: Re No. 163.1969

Owner: Heart of Manor, LP
1300 Virginia Drive, Suite 225
Fort Washington, PA 19034
Attn: William Peruzzi

With copy to: Texas WH200, LP
William Peruzzi
1300 Virginia Drive, Suite 225
Fort Washington, PA 19034

With copy to: David B. Armbrust
Armbrust & Brown, PLLC
100 Congress Avenue, Suite 1300
Austin, Texas 78701

The Parties may change their respective addresses for purposes of notice by giving at least five days' written notice of the new address to the other Party. If any date or any period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period will be extended to the next business day.

- (b) As used in this Agreement, whenever the context so indicates, the masculine, feminine, or neuter gender and the singular or plural number will each be deemed to include the others.
- (c) This Agreement contains the complete and entire Agreement between the Parties respecting the Project and supersedes all prior negotiations, agreements, representations, and understandings, if any, between the Parties. This Agreement may not be modified, discharged, or changed except by a further written agreement, duly executed by all of the Parties. However, any consent, waiver, approval, or other authorization will be effective if signed by the Party granting or making such consent, waiver, approval, or authorization.

- (d) No official, representative, agent, or employee of County has any authority to modify this Agreement, except pursuant to such express authority as may be granted by the governing body of County.
- (e) The Parties agree to execute such other and further Instruments and documents as are or may become necessary or convenient to effectuate and carry out the purposes of this Agreement.
- (f) If performance by any Party of any obligation under this Agreement is interrupted or delayed by reason of an unforeseeable event beyond its control, whether such event is an act of God or the common enemy, or the result of war, riot, civil commotion, sovereign conduct other than acts of County or City under this Agreement, or the act or conduct of any person or persons not a party or privy hereto, then such Party will be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof. This section is intended by the Parties to be interpreted to include any actions, activities or delays which are reasonably unforeseeable or reasonably beyond the control of either Party. Such interruptions or delays are not necessarily limited to acts of God but may by way of example but not limitation, include materials shortages, transportation delays, labor shortages, equipment breakdowns, unusual soil conditions and the like.
- (g) To the extent allowed by law, each Party will be responsible for, and will indemnify and hold harmless the other Parties, their officers, agents, and employees, from any and all claims, losses, damages, causes of action, lawsuits or liability resulting from, the indemnifying Party's acts or omissions of negligence or misconduct or in breach of this Agreement, including but not limited to claims for liquidated damages, delay damages, demobilization or remobilization costs, or claims arising from inadequacies, insufficiencies, or mistakes in the Final Plans and Specifications and other work products or any other materials or services a Party provides under this Agreement. Each Party will promptly notify the others of any claim asserted by or against it for damages or other relief in connection with this Agreement.
- (h) If Developer defaults in the performance of any terms or conditions of this Agreement, Developer shall have thirty (30) days after receipt of written notice of the default within which to cure the defaultence. If the default is not cured within the thirty (30) day cure period, then the County shall have the right without further notice to terminate this Agreement. The Parties acknowledge that in the event of default on any obligation under this Agreement, remedies at law will be inadequate and that, in addition to any other remedy at law or in equity, each Party will be entitled to seek specific performance of this Agreement.

- (i) This Agreement will be construed under the laws of the State of Texas and all obligations of the Parties hereunder are performable in Travis County, Texas. Any suits pursued relating to this Agreement will be filed in a court of Travis County, Texas.
- (j) Any clause, sentence, provision, paragraph, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective will not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof will be confined to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or ineffective.
- (k) To the extent expressly designated, accepted, and approved in accordance with the terms hereof, this Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors, and assigns and shall be a covenant running with the Owner's Land. Owner may not assign its rights or obligations under this Agreement without the written consent of County, which consent shall not be unreasonably withheld, conditioned or delayed. It is provided further that Developer and/or Owner may grant a security interest in and collaterally assign all sums to be paid to Developer and/or Owner under this Agreement to any lending institution making a loan to Developer and/or Owner for purposes of payment of the costs of the Project, and County expressly consents to any such security interest or collateral assignment. Any Party may record in the Official Public Records of Travis County a memorandum of this Agreement. Upon any Party's assignment of its rights or obligations in accordance with this Section, such assignor Party shall be released from any further liability hereunder except that if Owner assigns its rights or obligations pursuant to this Section 15(k), Owner remains liable for any work completed before the date of the assignment, and the Owner must provide to the County an executed copy of any instrument regarding the assignment within ten days after the date of the assignment.
- (l) Except as otherwise expressly provided herein, nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.
- (m) This Agreement is effective upon execution by all the Parties. This Agreement may be executed simultaneously in one or several counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. The terms of this Agreement will become binding upon each Party from and after the time that it executes a copy hereof. In like manner, from and after the time it executes a consent or other document authorized or required by the terms of this Agreement, such consent or other document will be binding upon such Party.

- (n) As required by Chapter 32, Travis County Code, simultaneously with execution of this Agreement Developer shall execute the ethics affidavit attached hereto as Exhibit H. In addition, Developer hereby certifies that Developer is not in violation of Section 176.006, Local Government Code.
- (o) DISBURSEMENTS TO PERSONS WITH OUTSTANDING DEBTS PROHIBITED.
- (1) In accordance with Section 154.045 of the Local Government Code, if notice of indebtedness has been filed with the County Auditor or County Treasurer evidencing the indebtedness of Developer to the State, the County, or a salary fund, a warrant may not be drawn on a County fund in favor of Developer, or an agent or assignee of Developer until:
- (A) the County Treasurer notifies Developer in writing that the debt is outstanding; and
- (B) the debt is paid.
- (2) "Debt" includes delinquent taxes, fines, fees, and indebtedness arising from written agreements with the COUNTY.
- (3) County may apply any funds County owes Developer to the outstanding balance of debt for which notice is made under Section 15(o)(1) above, if the notice includes a statement that the amount owed by the County to Developer may be applied to reduce the outstanding debt.
- (p) For the purposes of this Agreement, "business day" means any 8:00 A.M. to 5:00 P.M., Monday through Friday, excluding any day that is designated as a holiday by the Travis County Commissioners Court.
- (q) The following exhibits are attached to and incorporated into this Agreement for all purposes:

Exhibit A:
Exhibit B:
Exhibit C:
Exhibit D:
Exhibit E:
Exhibits F and G:
Exhibit H:
Exhibit I:

The Property
The Project
Stormwater Management Agreement
Collateral Assignment
Construction Administration Services
Engineering Services and Deliverables
Ethics Affidavit
Milestone Schedule

Exhibit J:

Joint Use Acknowledgement
Agreement

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity.

COUNTY:

Samuel T. Biscoe
Sam Biscoe, County Judge

Date: 3-13-12

OWNER / DEVELOPER:

HEART OF MANOR, L.P.

a Texas limited partnership

By: MANOR GP, LLC,
a Texas limited liability company, as General Partner

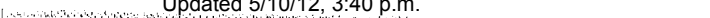
By: TITAN CAPITAL INVESTMENT GROUP, LLC,
a Delaware limited liability company, as Manager

By: WDA Peruzzi
Name: WILLIAM A. PERUZZI
Title: MANAGER

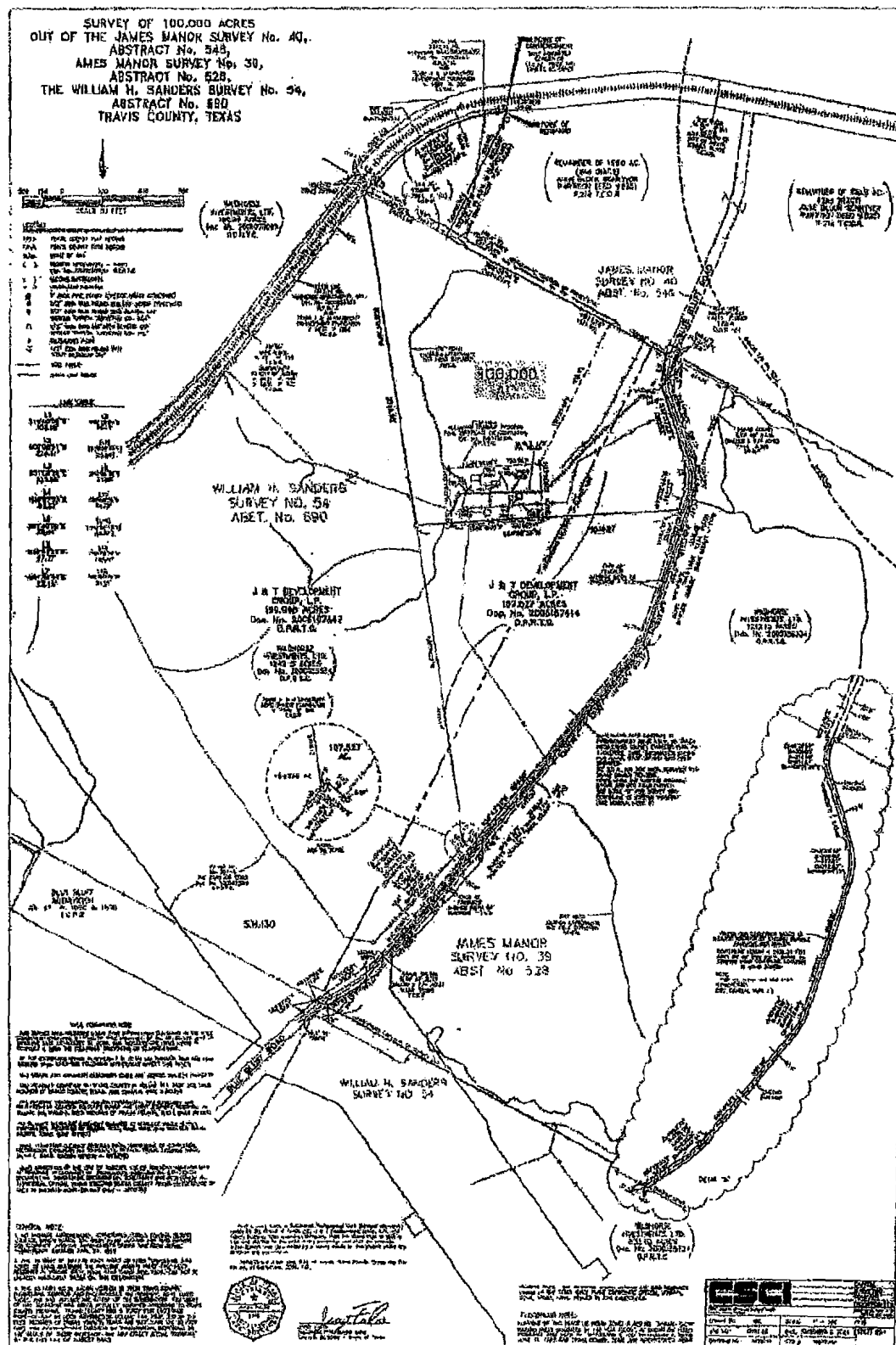
Texas WH200, LP,
a Delaware limited partnership

By: Texas WH200 GP, LLC,
a Delaware limited liability company,
Its General Partner

By: WDA Peruzzi
Printed Name: William Peruzzi
Title: MANAGER



Updated 5/10/12, 3:40 p.m.



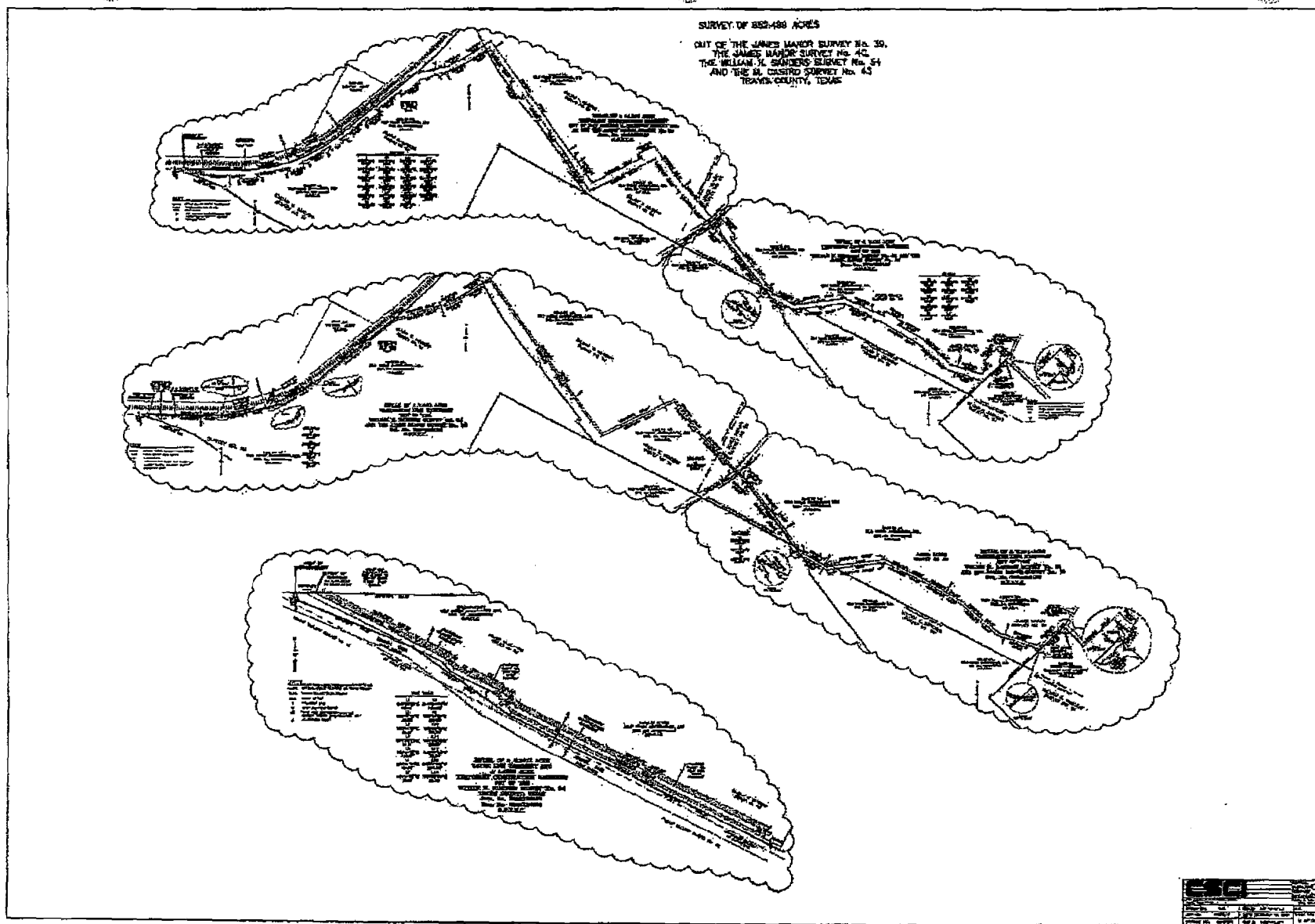


Exhibit A



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652.489 Acres
Wild Horse Ranch
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James Manor Survey No. 39
William H. Sanders Survey No. 54
James H. Manning Survey No. 37
December 19, 2006
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STATE OF TEXAS

COUNTY OF TRAVIS

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FIELDNOTE DESCRIPTION of a 652.489 acre tract of land situated in the James Manor Survey No. 39, the William H. Sanders Survey No. 54, and the James H. Manning Survey No. 37, all of Travis County, Texas and being a portion of that 1242.15 acre tract of land conveyed to Wild Horse Investments, Ltd. by deed recorded as Document No. 2000056534 of the Official Public Records of Travis County, Texas, a portion of that 633.40 acre tract of land conveyed to Wild Horse Investments, Ltd., by deed recorded as Document No. 2000175724 of the Official Public Records of Travis County, Texas; a part of that 1.999 acre tract quit claimed to Wild Horse Investments, Ltd., in Document No. 2001076959 of the Official Public Records of Travis County, Texas, and all of that 34.259 acre tract conveyed to WHC 116 Lots, Ltd. by deed recorded as Document No. 2002115737 of the Official Public Records of Travis County, said 652.489 acre tract of land is more particularly described by metes and bounds as follows:

BEGINNING at a ½" iron rod found on the westerly right-of-way line of FM 973 (100.0 feet wide right-of-way) and being the most northerly corner of the common line between the aforesaid 1242.15 acre tract and said FM 973 right-of-way;

THENCE, with the common easterly line of said 1242.15 acre tract and westerly right-of-way line of FM 973 the following eight (8) courses:

- 1) S04°16'00"W, a distance of 863.79 feet to a highway right-of-way marker found for the point of curvature of a curve to the right;
- 2) Southwesterly with said curve to the right, having a radius of 2814.60 feet and a central angle of 10°45'45" (chord bears S09°38'53"W, 527.92 feet) for an arc distance of 528.70 feet to a highway right-of-way marker found for a point of tangency;
- 3) S15°01'45"W, 373.86 feet to a highway right-of-way marker found at the beginning of a non-tangent curve to the left, having a radial bearing of S75°00'08"E;
- 4) Southwesterly with said curve to the left, having a radius of 5779.58 feet and a central angle of 05°53'20" (chord bears S12°03'11"W, 593.77 feet) for an arc distance of 594.04 feet to a ½" iron rod found at the end of said curve from which a found highway right-of-way marker bears S28°38'00"E, 2.0 feet;

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- 5) S09°07'43"W, a distance of 1237.40 feet to a highway right-of-way marker found for the point of curvature of a curve to the left;
- 6) Southwesterly with said curve to the left, having a radius of 5779.50 feet and a central angle of 03°02'00" (chord bears S07°36'43"W, 305.94 feet) for an arc distance of 305.98 feet to a highway right-of-way marker found for a point of tangency;
- 7) S06°05'43"W, a distance of 323.88 feet to a highway right-of-way marker found for the point of curvature of a curve to the right;
- 8) Southwesterly with said curve to the right, having a radius of 2814.50 and a central angle of 02°50'11" (chord bears S07°30'49"W, 139.31 feet) for an arc distance of 139.32 feet to a ½" iron rod found for the southeast corner of said 1242.15 acre tract;

THENCE, leaving the westerly right-of-way line of FM 973 with the southerly line of said 1242.15 acre tract, same being the northerly line of that 191.4 acre tract described in Volume 1779, Page 183 of the Deed Records of Travis County, Texas for the following two (2) courses:

- 1) N60°02'17"W, a distance of 474.76 feet to an iron pipe found for an angle point;
- 2) N60°25'08"W, a distance of 368.59 feet to an iron pipe found for the northwest corner of said 191.4 acre tract, and being on the easterly line of the aforesaid 633.40 acre tract from which an iron pipe found for the northeast corner of the 633.40 acre tract, same being an "ell" corner in the southerly line of the 1242.15 acre tract, bears N28°17'59"E, 169.36 feet;

THENCE with the common easterly line of said 633.40 acre tract and westerly line of said 191.4 acre tract the following two (2) courses:

- 1) S30°24'54"W, a distance of 1014.06 feet to a ½" iron rod with Capital Surveying Company, Inc. plastic cap found for an angle point;
- 2) S27°34'00"W, generally along a fence, a distance of 1194.86 feet to the calculated point of intersection of this common line with the north right-of-way line of State Highway No. 130 being a 122.026 acre tract described in that "Possession and Use Agreement" between the State of Texas and Wildhorse Investments, LTD., recorded in Document No. 2005072028 of the above said Official Public Records, said intersection point bears S20°19'44"E, 0.07 feet from a ½" iron rod found with an aluminum "TxDOT" Cap and bears N27°34'00"E, 0.19 feet from an axle found for the southwest corner of said 191.4 acre tract and being an angle point in the easterly line of the 633.40 acre tract and also being an angle point in the northerly line of

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that 69.77 acre tract described in deed recorded in Volume 8088, Page 623 of the
Deed Records of Travis County, Texas;

THENCE along the north and east line of the 122.026 acre tract (State Highway No.130)
with the following sixteen (16) courses;

- 1) With a curve to the left, having a central angle of $08^{\circ}08'22''$, a radius of 8139.74 feet, a long chord of 1155.36 feet (chord bears $N24^{\circ}22'53''W$) for an arc distance of 1156.33 feet to a $\frac{1}{2}$ " iron rod found with an aluminum "TxDOT" cap;
- 2) $N76^{\circ}33'16''E$, 62.71 feet to a $\frac{1}{2}$ " iron rod found with an aluminum "TxDOT" cap;
- 3) $N28^{\circ}56'25''W$, 134.50 feet to a $\frac{1}{2}$ " iron rod found with an aluminum "TxDOT" cap;
- 4) $S76^{\circ}53'54''W$, 62.67 feet to a $\frac{1}{2}$ " iron rod found with an aluminum "TxDOT" cap;
- 5) With a curve to the left, having a central angle of $10^{\circ}24'46''$, a radius of 5811.95 feet, a long chord of 1054.79 feet (Chord bears $N33^{\circ}40'26''W$) for an arc distance of 1056.24 feet to an iron rod found with an aluminum "TxDOT" cap;
- 6) $N36^{\circ}53'18''W$, 551.50 feet to a $\frac{1}{2}$ " iron rod found with an aluminum "TxDOT" cap.
- 7) $N53^{\circ}02'27''E$, 141.23 feet to a $\frac{1}{2}$ " iron rod found with an aluminum "TxDOT" cap;
- 8) $N36^{\circ}41'48''W$, 149.41 feet to a $\frac{1}{2}$ " iron rod found with an aluminum "TxDOT" cap;
- 9) $S53^{\circ}16'47''W$, 141.89 feet to a $\frac{1}{2}$ " iron rod found with an aluminum "TxDOT" cap;
- 10) $N36^{\circ}53'30''W$, at a distance of 1089.25 feet pass a $\frac{1}{2}$ " iron rod found with an aluminum "TxDOT" cap 0.09 feet to the northeast, for a total distance of 1196.46 feet to a calculated angle point;
- 11) $N13^{\circ}51'58''W$, 140.60 feet to a $\frac{1}{2}$ " iron rod found with an aluminum "TxDOT" cap;
- 12) $N36^{\circ}53'33''W$, passing the common line between the 1242.15 acres and the 633.40 acres described above for a distance of 1268.46 feet to a $\frac{1}{2}$ " iron rod found with an aluminum "TxDOT" cap;
- 13) $N03^{\circ}52'51''E$, 222.51 feet to a $\frac{1}{2}$ " iron rod found with an aluminum "TxDOT" cap;

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- 14) With a curve to the left, having a central angle of $03^{\circ}14'39''$, a radius of 17,017.07 feet, a long chord of 962.79 feet (chord bears $N42^{\circ}50'49''E$) for an arc distance of 962.79 feet to a $\frac{1}{2}$ " iron rod found with an aluminum "TxDOT" cap
- 15) $N40^{\circ}02'41''E$, 85.70 feet to a $\frac{1}{2}$ " iron rod found with an aluminum "TxDOT" cap;
- 16) $N49^{\circ}46'32''W$, at a distance of 43.73 feet pass a $\frac{1}{2}$ " iron rod found with an aluminum "TxDOT" cap, continuing for a total distance of 48.61 feet to the calculated point of intersection of this line with the East line of Blue Bluff Road (said east line is that line shown on the Travis County Engineer Plan No. 1-045, dated December 1970, with an 80.00 feet wide right-of-way)

THENCE along the above said east line of Blue Bluff Road with the following eight (8) courses;

- 1) $N39^{\circ}42'08''E$, 891.34 feet to a $\frac{1}{2}$ " iron rod found with a plastic cap stamped "Capital Surveying Company, Inc.";
- 2) $N39^{\circ}26'38''E$, 631.61 feet to an $\frac{1}{2}$ " iron rod found with a plastic cap stamped "Capital Surveying Company, Inc.";
- 3) $N39^{\circ}46'33''E$, 519.16 feet to a $\frac{1}{2}$ " iron rod found with a plastic cap stamped "Capital Surveying Company, Inc.";
- 4) $N18^{\circ}31'21''E$, 698.13 feet to a $\frac{1}{2}$ " iron rod found with a plastic cap stamped with "Capital Surveying Company, Inc.";
- 5) $N15^{\circ}22'41''E$, 511.42 feet to a $\frac{1}{2}$ " iron rod found with a plastic cap stamped with "Capital Surveying Company, Inc.";
- 6) $N01^{\circ}08'13''W$, 246.78 feet to a $\frac{1}{2}$ " iron rod found with a plastic cap stamped "Capital Surveying Company, Inc.";
- 7) $N17^{\circ}37'28''W$ 558.01 feet to a $\frac{1}{2}$ " iron rod found with a plastic cap stamped with "Capital Surveying Company, Inc.";
- 8) $N04^{\circ}33'37''E$, 204.52 feet to a $\frac{1}{2}$ " iron rod found in the north line of the above said 1242.15 acre tract.

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THENCE S62°34'20"E, with the said northerly line of the 1242.15 acre tract, 2171.94 feet to a 1/2" iron rod set with a plastic cap stamped "Capital Surveying Company Inc." for the northwest corner of a 0.54 acre tract being Lot 1, Block "A" of "Wildhorse Creek Subdivision Playscape" a subdivision of record in Document No. 200600122 of the above said Official Public Records; said set iron rod bears N62°34'20"W, 110.00 feet from a 1/2" iron rod found on the southwesterly line of "Wildhorse Creek Subdivision Section One" recorded in Document No. 200200143 of the official public records and being the northeast corner of said Lot 1, Block "A";

THENCE S27°25'40"W, leaving the northerly line of and crossing into the said 1242.15 acre tract, with the west line above said Lot 1, Block "A", 150.00 feet to a 1/2" iron rod set with a plastic cap stamped "Capital Surveying Company, Inc."; for the southwest corner of said Lot 1, Block "A";

THENCE S62°34'20" E, with the south line of above said Lot 1 Block "A", 214.38 feet to a 1/2" iron rod set with a plastic cap stamped "Capital Surveying Company, Inc."; for the southeast corner of the said Lot 1, Block "A" on the southwesterly line of the Wildhorse Creek Subdivision, Section One described above and being the beginning of a non-tangent curve to the left;

THENCE with westerly and southerly lines of said subdivision; the following four (4) courses:

- 1) Southeasterly with said curve to the left, having a radius of 645.00 feet and a central angle of 13°01'36" (chord bears S22°03'39"E, 146.33 feet) for an arc distance of 146.64 feet to a 1/2" iron rod with a plastic cap stamped "Capital Surveying Company, Inc." found for a point of compound curvature;
- 2) Southeasterly with a curve to the left, having a radius of 365.00 feet and a central angle of 34°22'12" (chord bears S45°45'42"E, 215.68 feet) for an arc distance of 218.95 feet to a 1/2" iron rod with "JNS Engineers" plastic cap found for corner;
- 3) S27°03'13"W, with a line non-tangent to the previous curved course, a distance of 332.09 feet to a 1/2" iron rod with a plastic cap stamped "Capital Surveying Company, Inc.", found for corner at the beginning of a non-tangent curve to the left;
- 4) Southeasterly with said curve to the left, having a radius of 2640.00 feet and a central angle of 22°20'11" (chord bears S72°46'59"E, 1022.68 feet) for an arc distance of 1029.18 feet to a 1/2" iron rod with Capital Surveying Company, Inc. plastic cap found on the easterly line of the aforesaid 1.999 acre quitclaim tract;

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James Manor Survey No. 39
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James H. Manning Survey No. 37
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THENCE, S02°01'40"W, with the easterly line of said 1.999 acre tract, a distance of 1500.29 feet to a ½" iron rod with Capital Surveying Company, Inc. cap found on the easterly line of the aforesaid 1242.15 acre tract, being the southeast corner of the 1.999 acre tract;

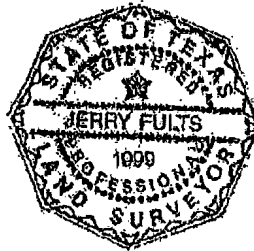
THENCE, S88°07'41"E, with the easterly line of said 1242.15 acre tract, a distance of 197.26 feet to a ½" iron pipe found for an angle point;

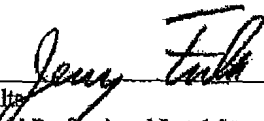
THENCE, S86°44'07"E, continuing with the easterly line of said 1242.15 acre tract, a distance of 103.99 feet to the POINT OF BEGINNING, CONTAINING within these metes and bounds 652.489 acres of land area.

Basis of Bearing is the Texas State Plane Coordinate System, Central Zone, NAD83 (HARN), derived by GPS observation.

That I, Jerry Fults, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS My Hand AND SEAL at Austin, Travis County, Texas, this the 19th day of December, 2006.




Jerry Fults
Registered Professional Land Surveyor
No. 1999-State of Texas

199.996 Acres

James Manor Survey No. 40, Abstract No. 546

James Manor Survey No. 39, Abstract No. 568

Wildhorse Ranch.

August 24, 2006

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STATE OF TEXAS

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COUNTY OF TRAVIS

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FIELDNOTE DESCRIPTION of a tract or parcel of land containing 199.996 acres situated in the James Manor Survey No. 39 Abstract No. 528, and the William H. Sanders Survey No. 54, Abstract No. 690, Travis County, Texas, being a portion of that 1242.15 acre tract conveyed to Wildhorse Investments, Ltd. by the deed recorded in Document No. 2000056534 of the Official Public Records of Travis County, Texas; said 1242.15 acre tract being all of those eight tracts of land conveyed to Texas A&M University Development Foundation, and described as Exhibits "A" through "H" by deed recorded in Volume 7896, Page 302 of the said Deed Records of Travis County, Texas and also being all of Lots 1-10, Block 8 and Lots 1-10, Block 9 of the City of Manor as shown in Volume V, Page 796 of the said Deed Records; said Lots having been conveyed to Texas A&M University Development Foundation by the aforesaid deed recorded in Volume 7896, Page 302 of the said Deed; said 199.996 acre tract is more particularly described by metes and bounds as follows:

COMMENCING at a calculated point for the most northerly corner of the 1242.15 acre tract, being the most northerly corner of that 11.2 acre tract described as Exhibit "F" of the aforesaid deed to Texas A&M University Development Foundation recorded in Volume 7896, Page 302 of the said Deed Records;

THENCE, S14°20'00"W, with the east line of the 1242.15 acre tract and the 11.2 acre tract, 15.02 feet to a ½" iron rod found, with a cap marked "Capital Surveying Co., Inc.", at the point of intersection of this east line with the southeast right-of-way line of the old Southern Pacific Railroad right-of-way (200' wide, as quitclaimed to the City of Austin in Volume 9837, Page 414 and Volume 9837, Page 422 of the said Deed Records);

THENCE, S84°49'44"W, across the said 1242.15 acre tract and the 11.2 acre tract, along the said southeast railroad right-of-way line, a distance of 62.18 feet to a ½" iron rod found with cap marked "Capital Surveying Company, Inc.", for the point of curvature of a curve to the left;

THENCE, continuing across the 1242.15 acre tract and the 11.2 acre tract, along the said railroad right-of-way line, with said curve to the left, having a central angle of 45°52'19", a radius of 1330.00 feet, a long chord of 1036.61 feet (chord bears S61°53'35"W), for an arc distance of 1064.82 feet to a ½" iron rod found, with a cap marked "Capital Surveying Company, Inc.", for the point of tangency;

THENCE, S38°57'25"W, continuing across the said 1242.15 acre tract and the 11.2 acre tract, with the southeast railroad right-of-way line (200.00 feet wide), a distance of 47.77 feet to a ½" iron rod found, with a cap marked "Capital Surveying Company, Inc.", for an angle point;

199.996 Acres

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James Manor Survey No. 39, Abstract No. 568
August 24, 2006
06527.10

THENCE, N61°40'00"E, continuing across the 1242.15 acre tract and the 11.2 acre tract, with the southeast railroad right-of-way line, for a distance of 25.44 feet to a ½" iron rod set, with a cap marked "Capital Surveying Company, Inc.", at the point of intersection of this northeast line with the southeast line of the aforesaid railroad right-of-way (150.00 feet wide);

THENCE, S38°57'25"W, continuing across the said 1242.15 acre tract, the 11.2 acre tract and the 891.38 acre tract, described as Exhibit "A", mentioned above in the deed to Texas A&M University Development Foundation recorded in Volume 7896, Page 302 of the said Deed Records, being along the southeast railroad right-of-way line, a distance of 97.33 feet to the most northerly corner and POINT OF BEGINNING of the herein described tract;

THENCE, S09°04'22"E, leaving the southeast railroad right-of-way line and continuing across the said 1242.15 acre tract, a distance of 4942.10 feet to a ½" iron rod set, with a cap marked "Capital Surveying Company, Inc.", on a northeast line of that 79.920 acre tract of land conveyed to the State of Texas for right-of-way and described as parcel 301-A in the deed recorded in Document No. 2005072028 of the said Official Public Records, said ½" iron rod set bears S40°08'26"E, 21.60 feet from a ½" iron rod found with an aluminum cap marked "TxDOT";

THENCE, continuing across the 1242.15 acre tract, along the northeasterly line of the said 79.920 acre tract, with the following nine (9) courses:

- 1.) S40°08'26"W, 64.25 feet to a ½" iron rod found with an aluminum cap marked "TxDOT" for the point of curvature of a curve to the right;
- 2.) With the said curve to the right, having a central angle of 07°11'40", a radius of 7554.44 feet, a long chord of 947.96 feet (chord bears S43°43'15"W), for an arc distance of 948.58 feet to a ½" iron rod found with an aluminum cap marked "TxDOT";
- 3.) N80°25'48"W, 224.58 feet to a ½" iron rod found with an aluminum cap marked "TxDOT";
- 4.) N36°52'43"W, 703.99 feet to a ½" iron rod found with an aluminum cap marked "TxDOT";
- 5.) N54°11'07"W, 104.74 feet to a ½" iron rod found with an aluminum cap marked "TxDOT";
- 6.) N36°53'36"W, 1126.99 feet to a ½" iron rod found with an aluminum cap marked "TxDOT", for the point of curvature of a non-tangent curve to the left;
- 7.) With the said curve to the left, having a central angle of 25°54'39", a radius of 1236.00 feet, a long chord of 554.20 feet (chord bears N31°12'05"W), for an arc distance of 558.95 feet to a ½" iron rod found at the point of curvature of a non-tangent reverse curve to the right;
- 8.) With the said curve to the right, having a central angle of 04°23'25", a radius of 5312.58 feet, a long chord of 406.98 feet (chord bears N26°34'24"W), for an arc distance of 407.08 feet to a ½" iron rod found with an aluminum cap marked "TxDOT";

199.996 Acres

Wildhorse Ranch
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James Manor Survey No. 40, Abstract No. 546
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- 9.) N26°34'13"W, 851.78 feet to the calculated point of intersection of this northeast line with the southeast line of the above said railroad right-of-way (150.00 feet wide), from which a ½" iron rod found with an aluminum cap marked "TxDOT" bears N26°34'13"W, 0.41 feet;

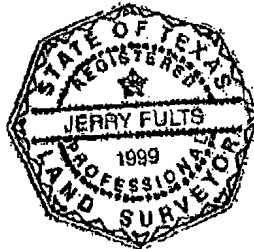
THENCE, continuing across the said 1242.15 acre tract and the 891.38 acre tract, along the southeast right-of-way line of the said old Southern Pacific Railroad (150.00 foot wide), with the following five (5) courses:

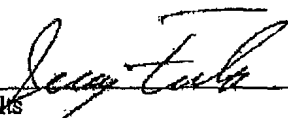
- 1.) N36°26'50"E, 107.72 feet to a ½" iron rod set with a cap, marked "Capital Surveying Company, Inc.", at the point of curvature of a curve to the right;
- 2.) With the said curve to the right, having a central angle of 13°08'36", a radius of 1835.00 feet, a long chord of 420.01 feet (chord bears N43°01'08"E), for an arc distance of 420.93 feet to a ½" iron rod set with a cap marked "Capital Surveying Company, Inc.";
- 3.) N49°35'25"E, 176.19 feet to a ½" iron rod set with a cap, marked "Capital Surveying Company, Inc.", at the point of curvature of a curve to the left;
- 4.) With the said curve to the left, having a central angle of 10°38'00", a radius of 5283.00 feet, a long chord of 979.05 feet (chord bears N44°16'25"E), for an arc distance of 980.45 feet to a ½" iron rod set with a cap marked "Capital Surveying Company, Inc.";
- 5.) N37°57'25"E, for a distance of 1597.99 feet to the POINT OF BEGINNING, CONTAINING within these metes and bounds 199.996 acres of land area.

Basis of Bearing is the Texas State Plane Coordinate System, Central Zone, NAD83 (HARN), derived by GPS observation.

That I, Jerry Fuels, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 24th day of August, 2006.




Jerry Fuels
Registered Professional Land Surveyor
No. 1999 - State of Texas

100.00 Acres

James Manor Survey No. 40, Abstract No. 546

James Manor Survey No. 39, Abstract No. 568

Wildhorse Ranch

William H. Sanders Survey No. 54, Abstract No. 690

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September 7, 2006

06527.11

STATE OF TEXAS §
 §
 COUNTY OF TRAVIS §

FIELDNOTE DESCRIPTION of a tract or parcel of land containing 100.00 acres situated in the James Manor Survey No. 40, abstract No. 546, the James Manor Survey No. 39 Abstract No. 528, and the William H. Sanders Survey No. 54, Abstract No. 690, Travis County, Texas and being a portion of that 167.527 acre tract conveyed to J&T Development Group LTD. by the deed recorded in Document No. 2006167444 of the Official Public Records of Travis County, Texas, said 167.527 acres being a portion of that 1242.15 acre tract conveyed to Wildhorse Investments, Ltd. by the deed recorded in Document No. 2000056534 of the Official Public Records of Travis County, Texas; Said 1242.15 acre tract being all of those eight tracts of land conveyed to Texas A&M University Development Foundation, and described as Exhibits "A" through "H" by deed recorded in Volume 7896, Page 302 of the said Deed Records of Travis County, Texas and also being all of Lots 1-10, Block 8 and Lots 1-10, Block 9 of the City of Manor as shown in Volume V, Page 796 of the said Deed Records said Lots having been conveyed to Texas A&M University Development Foundation by the aforesaid deed recorded in Volume 7896, Page 302 of the said Deed Records; said 100.00 acre tract is more particularly described by metes and bounds as follows:

COMMENCING at a calculated point for the most northerly corner of the 1242.15 acre tract, being the most northerly corner of that 11.2 acre tract described as Exhibit "T" of the aforesaid deed recorded in Volume 7896, Page 302 of the said Deed Records;

THENCE, S14°20'00"W, with the east line of the 1242.15 acre tract, and the 11.2 acre tract, 15.02 feet to a ½" iron rod found, with a cap marked "Capital Surveying Co., Inc.", at the point of intersection of this east line with the south right-of-way line of the old Southern Pacific Railroad right-of-way (200' wide and quitclaimed to the City of Austin in Volume 9837, Page 414 and Volume 9837, Page 422 of the said Deed Records) for the most northerly corner of said 167.527 acre tract and POINT OF BEGINNING of the herein described 100.00 acre tract;

THENCE, S14°20'00"W, continuing with an east line of the 167.527 acre tract and the 1242.15 acre tract and the easterly line of the said 11.2 acre tract, a distance of 103.98 feet to a ½" iron rod found, marked "Capital Surveying Company, Inc", for an angle point at a fence post;

THENCE, S27°50'00"W, continuing with said east line of the 167.527 acre tract and the 1242.15 acre tract and the 11.2 acre tract, a distance of 925.00 feet to a ½" iron rod found for the southeast corner of the said 11.2 acre tract and an oil corner of the aforesaid 167.527 acre tract and the 1242.15 acre tract, being on the northerly line of that 891.38 acre tract, described as Exhibit "A", to Texas A&M University Development Foundation mentioned above in the deed recorded in Volume 7896, Page 302 of the said Deed Records;

THENCE, S62°34'51"E, with the northerly line of the 167.527 acre tract, the 891.38 acre tract and the 1242.15 acre tract, 1911.74 feet to an iron rod found for the southwest corner of a 3.537

100.00 Acres

Wildhorse Ranch
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James Manor Survey No. 40, Abstract No. 546
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acre tract of land conveyed to Travis County, Texas, for right-of-way of Blue Bluff Road (80.00' wide) in Volume 4871, Page 1883 of the said Deed Records;

THENCE, leaving the said northerly line of and crossing through the 1242.15 acre tract, along the east line of the 167.527 acre tract, being the west line of Blue Bluff Road (said west line is that line shown on Travis County Engineer Plan No. 1-045, dated Dec. 1970, for an 80.00 feet wide right-of-way; said right-of-way was not conveyed to the county), with the following four (4) courses:

- 1.) S09°08'51"W, 224.11 feet to a ½" iron rod set with a cap marked "Capital Surveying Company, Inc.";
- 2.) S17°37'27"E, 592.53 feet to a ½" iron rod set with a cap marked "Capital Surveying Company, Inc.";
- 3.) S01°08'19"E, 223.56 feet to a ½" iron rod set with a cap marked "Capital Surveying Company, Inc.";
- 4.) S15°22'44"W, 165.33 feet to a ½" iron rod set with a cap marked "Capital Surveying Company, Inc." for the southeast corner of the herein described tract;

THENCE, S86°52'26"W, leaving the said west line of Blue Bluff Road, continuing across the 1242.15 acre tract and the 167.527 acre tract, 2039.92 feet to a ½" iron rod set with a cap marked "Capital Surveying Company, Inc." in the west line of the said 167.527 acre tract being the east line of that 100.00 acre tract conveyed to J&T Development Group L.P. by the deed recorded in Document No. 2006167447 of the said Official Public Records for the southwest corner of the herein described tract;

THENCE, N09°04'22"W, continuing across the 1242.15 acre tract with the common line of the 167.527 acre tract and the 100.00 acre tract 2515.98 feet to a ½" iron rod set in the south right-of-way line of the above said Southern Pacific Railroad (150.00 feet wide);

THENCE, N38°57'25"E, continuing across the said 1242.15 acre tract, along the northwest line of the 167.527 acre tract and the southeast right-of-way line of the said old Southern Pacific Railroad (150.00 foot wide), passing the point of intersection of this railroad right-of-way line with the north line of the said 1242.15 acre tract, being the north line of the 891.38 acre tract and the south line of the aforesaid 11.2 acre tract, for a distance of 97.33 feet a ½" iron rod set, with a cap marked "Capital Surveying Company, Inc.";

THENCE, S61°40'00"E, continuing with the northwest line of the 167.527 acre tract, a distance of 25.44 feet to a ½" iron rod set, with a cap marked "Capital Surveying Company, Inc.", in the south right-of-way line of the said old Southern Pacific Railroad (200.00 feet wide);

THENCE, N38°57'25"E continuing with the northwest line of the 167.527 acre tract, crossing the said 11.2 acre tract and the 1242.15 acre tract, 47.77 feet to a ½" iron rod found, with a cap marked "Capital Surveying Company, Inc."; at the point of curvature of a curve to the right;

100.00 Acres

Wildhorse Ranch
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James Manor Survey No. 40, Abstract No. 546
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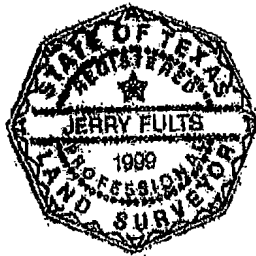
THENCE, continuing with the northwest line of the 167.527 acre tract and crossing the 1242.15 acre tract and the 11.2 acre tract, along the said railroad right-of-way line, with said curve to the right, having a central angle of $45^{\circ}52'19''$, a radius of 1330.00 feet, a long chord of 1036.61 feet (chord bears $N61^{\circ}53'35''E$), for an arc distance of 1064.82 feet to a $\frac{1}{4}$ " iron rod found with a cap marked "Capital Surveying Company, Inc.";

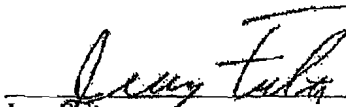
THENCE, $N84^{\circ}49'44''E$, continuing with the northwest line of the 167.527 acre tract along the said railroad right-of-way line, 62.18 feet to the POINT OF BEGINNING, CONTAINING within these metes and bounds 100.00 acres of land area.

Basis of Bearing is the Texas State Plane Coordinate System, Central Zone, NAD83 (HARN), derived by GPS observation.

That I, Jerry Fults, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 7th day of September, 2006.




Jerry Fults
Registered Professional Land Surveyor
No. 1999 - State of Texas

(All elements subject to final engineering design and approval.)

As the Commission has been informed, the purpose of the present study is to determine the degree of the existing state of the knowledge of the public on the subject of the environment and the measures to be taken to protect it. The study is being carried out in the form of a questionnaire survey of the public in the various regions of the country. The results of the study will be used to determine the degree of the existing state of the knowledge of the public on the subject of the environment and the measures to be taken to protect it. The study is being carried out in the form of a questionnaire survey of the public in the various regions of the country. The results of the study will be used to determine the degree of the existing state of the knowledge of the public on the subject of the environment and the measures to be taken to protect it.

EXHIBIT C

STORMWATER MANAGEMENT AGREEMENT

DECLARATION OF EASEMENTS AND RESTRICTIVE COVENANTS REGARDING THE MAINTENANCE OF DRAINAGE FACILITIES

This Declaration of Easements and Restrictive Covenants Regarding the Maintenance of Drainage Facilities (the "**Declaration**"), is executed this _____ day of _____ 20__, by _____ ("**Declarant**").

GENERAL RECITALS:

- A. Declarant is the owner of land (the "**Property**") in Travis County, Texas, described in **EXHIBIT A** attached and incorporated by reference.
- B. Definitions.
 - 1. Owners. The term "**Owner**" means, individually, and the term "**Owners**" means, collectively, Declarant and all future owners of the fee interest of any portion of the Property (whether such fee interest is obtained through a purchase from Declarant or through a purchase at a foreclosure sale or trustee's sale or through a deed in lieu of foreclosure) and their successors and assigns.
 - 2. Facilities. The term "**Facilities**" means those drainage facilities that convey and receive stormwater runoff from the Property and Parmer Lane and that are more particularly described in **EXHIBIT A** attached and incorporated by reference.
- C. Declarant has agreed to impose upon the Property these covenants and conditions for the benefit of the Property and Parmer Lane and has agreed to accept the responsibility for maintenance of the Facilities in accordance with the terms hereof.

NOW, THEREFORE, it is hereby declared that the Property be subject to the following covenants, conditions and restrictions which shall run with the Property and shall be binding upon all parties having right, title, or interest in or to such portion of the Property or any part, their heirs, successors, and assigns and shall inure to the benefit of each owner. Each contract, deed, or conveyance of any kind conveying those portions of such Property shall conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions and restrictions, regardless of whether or not the same are set out in full or by reference in said contract, deed or conveyance,

SPECIFIC AGREEMENTS AND RESTRICTIONS:

- 1. Recitals Incorporated. The above Recitals and all terms defined therein are incorporated into this Declaration for all purposes.
- 2. Maintenance. The Owners shall maintain the Facilities in a good and functioning condition in accordance with the requirements of the City of Austin and/or Travis

County (the "City and/or County"), including standards specified in the regulations of the City and/or County, as amended from time to time. The portion of the Property on which the Facilities are located may not be used for any purpose inconsistent with or detrimental to the proper operation of the Facilities. Each Owner shall be jointly and severally liable for the maintenance of the Facilities.

3. Easement to the Owners. Each individual Declarant hereby grants and conveys and by these presents does GRANT AND CONVEY unto the other individual Declarant and all Owners, a non-exclusive easement for the inspection, monitoring, operation, maintenance, replacement, upgrade, and repair, as applicable, of the Facilities in, upon and across portions of the Property as more particularly described in EXHIBIT B attached hereto and incorporated by reference (the "Easement Tract").

TO HAVE AND TO HOLD the same perpetually to the Owners and its successors and assigns, together with the privilege at any and all times to enter the Easement Tract for the purpose of operating, inspecting, monitoring, maintaining, replacing, upgrading and repairing, as applicable, the Facilities. This easement is made and accepted subject to all easements, covenants, restrictions, liens, and other encumbrances of record in Travis County, Texas affecting the Easement Tract.

4. Easement to Travis County. Declarant hereby grants and conveys and by these presents does GRANT AND CONVEY unto Travis County, whose address is P.O. Box 1748, Austin Texas 78767, Attn: Transportation and Natural Resources Department, a non-exclusive easement for the inspection, monitoring, operation, maintenance, replacement, upgrade and repair, as applicable, of the Facilities in, upon and across the Easement Tract.

TO HAVE AND TO HOLD the same perpetually to Travis County and its successors and assigns, together with the privilege at any and all times to enter the Easement Tract for the purpose of operating, inspecting, monitoring, maintaining, replacing, upgrading and repairing, as applicable, the Facilities. This easement is made and accepted subject to all easements, covenants, restrictions, liens, and other encumbrances of record in Travis County, Texas affecting the Easement Tract.

5. Notice. The City and/or County shall give the Owners thirty (30) days' prior written notice of the City and/or County's intent to enter any of the above described easement areas for the purpose of operating, maintaining, replacing, upgrading or repairing, as applicable, the Facilities; provided, however, that in the event of an emergency, the City and/or County shall be required to give prior notice within a reasonable period of time. Reasonableness shall be determined in accordance with the nature of circumstances of the emergency. The City and/or County shall have the right to enter any of the above described easement areas without prior written notification for the purposes of monitoring and inspection only.

6. Breach Shall Not Permit Termination. Notwithstanding anything to the contrary contained herein, no breach of this Declaration shall entitle the Owners to cancel, rescind or otherwise terminate this Declaration, but such limitations shall not affect in any manner any other rights or remedies which the Owners may have hereunder by reason of any breach of this Declaration.
7. Excusable Delays. Whenever performance is required of the Owners, the Owners shall use all due diligence to perform and take all reasonable and necessary measures in good faith to perform; provided, however, that if completion of performance is delayed at any time by reasons of acts of God, war, civil commotion, riots, strikes, picketing, or other labor disputes, unavailability of labor or material, damage to, work in progress by reason of fire or other casualty, or any other cause beyond the reasonable control of the Owner (except for financial inability, imprudent management or negligence), then the time for performance as herein specified will be extended by the amount of delay actually so caused.
8. Existing Encumbrances. The easement and other rights granted or created by this Declaration are subject to any and all matters of record affecting the Property.
9. General Provisions.
 - A. Inurement. This Declaration and the restrictions created hereby shall inure to the benefit of and be binding upon the Owners, and their successors and assigns. If the Declarant conveys all or any portion of the Property, the Declarant shall thereupon be released and discharged from any and all further obligations, if any, under this Declaration that it had in connection with the property conveyed by it from and after the date of recording of such conveyance, but no such sale shall release the Declarant from any liabilities, if any, actual or contingent, existing as of the time of such conveyance.
 - B. Duration. This Declaration takes effect upon County acceptance of the part of Farmer Lane within the Property. Unless terminated in accordance with Paragraph 9(K) below; this Declaration shall remain in effect in perpetuity.
 - C. Non-Merger. This Declaration shall not be subject to the doctrine of merger, even though the underlying fee ownership of the Property, or any parts thereof, is vested in one party or entity.
 - D. Severability. The provisions of this Declaration shall be deemed independent and severable and the invalidity or partial invalidity of any provision or portion hereof shall not affect the validity or enforceability of any other provision.
 - E. Entire Agreement. This Declaration and the exhibits attached hereto contain all the representations and the entire agreement between the

parties to this Declaration with respect to the subject matter hereof. Any prior correspondence, memoranda or agreements are superseded in total by this Declaration and the exhibits attached hereto. The provisions of this Declaration shall be construed as a whole according to their common meaning and not strictly for or against any Owner.

- F. Captions. The captions preceding the text of each section and subsection hereof are included only for convenience of reference and shall be disregarded in the construction and interpretation of this Declaration.
- G. Governing Law; Place of Performance. This Declaration and all rights and obligations created hereby shall be governed by the laws of the State of Texas. This Declaration is performable only in the county in Texas where the Property is located.
- H. Notices. Any Notice to the Owners or the City and/or County shall be in writing and given by delivering the same to such party in person, by expedited, private carrier services (such as Federal Express) or by sending the same by registered or certified mail, return receipt requested, with postage prepaid to the intended recipient's last known mailing address. All notices under this Declaration shall be deemed given, received, made or communicated on the date personal delivery is effected or, if mailed, on the delivery date or attempted delivery date shown on the return receipt.
- I. Negation of Partnership. None of the terms or provisions of this Declaration shall be deemed to create a partnership between or among the Declarant, any Owner, or the City and/or County in their respective businesses or otherwise; nor shall it cause them to be considered joint ventures or members of any joint enterprise.
- J. Enforcement. If any person, persons, corporation, or entity of any other character violates or attempts to violate this Declaration, it shall be lawful for the City and/or County, its successors and assigns, to prosecute proceedings at law, or in equity, against said person, or entity violating or attempting to violate such covenant and prevent said person or entity from violating or attempting to violate such covenant. The failure at any time to enforce this Declaration by the City and/or County, its successors and assigns, whether any violations hereof are known or not, shall not constitute a waiver or estoppel of the right to do so.
- K. Modification and Amendment. This Declaration may only be modified, amended, or terminated upon the filing of such modification, amendment, or termination in the Official Public Records of Travis County, Texas, executed, acknowledged, and approved by the Executive Manager of the Travis County Transportation and Natural Resources Department and the Owners of the Property.

Executed to be effective this _____ day of _____ 2012.

DECLARANT:

By: _____
Printed Name: _____
Title: _____
Date: _____

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on this, the _____ day of _____, 2012, by _____, in his capacity as _____ of _____ and on behalf of same.

Notary Signature

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on this, the _____ day of _____, 2012, by _____, in his capacity as _____ of _____ and on behalf of same.

Notary Signature

**EXHIBIT D
COLLATERAL ASSIGNMENT**

COLLATERAL ASSIGNMENT OF CONTRACT AND CONTRACT RIGHTS

DATE: _____, 20__

ASSIGNOR:

ASSIGNOR'S ADDRESS:

BENEFICIARY: Travis County, Texas

BENEFICIARY'S ADDRESS: P.O. Box 1748, 411 West 13th Street, Austin, Texas 78767

PARTICIPATION AGREEMENT: The ____ Participation Agreement between Assignor and Assignee dated _____, 20__.

CONTRACT: All of Assignor's right, title, and interest (but not Assignor's duties or obligations) in and to the following described contracts (collectively, the "Contracts"):

- (a) The Construction Contract between _____ and Assignor dated as of _____, 20__, a copy of which is attached hereto as Exhibit "A";
 - (b) The Engineering Contract between _____ and Assignor dated as of _____, 20__, a copy of which is attached as Exhibit "B"; and
 - (c) The Project Construction Management Contract between _____ and Assignor dated as of _____, 20__, a copy of which is attached as Exhibit "C";
1. **Agreement.** Subject to the terms and conditions of this Collateral Assignment of Contract and Contract Rights (this "Assignment"), in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which Assignor acknowledges, Assignor hereby grants, assigns, transfers, and conveys to Beneficiary the Contracts, and all powers, benefits, right, title, and interest accruing and to accrue to Assignor and to which Assignor is or may hereafter become entitled to by virtue of the Contracts.
 2. **Secured Obligations.** This assignment is made to Beneficiary to secure the performance by Assignor of all of Assignor's duties and obligations under the Participation Agreement.
 3. **License.** Beneficiary hereby grants to Assignor a limited license (the "License") to exercise and enjoy all of Assignor's rights and benefits under the Contracts. Upon the occurrence of an Event of Default (as defined below), Beneficiary will have the complete right, power and authority hereunder, then or thereafter, to

terminate the License in its own name or in the name of Assignor, to exercise and enjoy all of Assignor's rights and benefits under the Contracts.

4. **Assumption Date.** Upon the occurrence of an Event of Default, as defined below, Secured Party may, at its option, assume Assignor's rights under the Contracts, subject to the terms and conditions of this Assignment, as of the date of such default or at any time thereafter while such default continues (the "Assumption Date").
 - (a) After the Assumption Date, all of Assignor's rights and benefits under the Contracts will terminate without notice of any kind to Assignor, and Beneficiary will succeed to all of Assignor's rights, benefits, duties and obligations under the Contracts.
 - (b) The other parties to the Contracts will recognize and attorn to Beneficiary as if Beneficiary had originally been a party to such Contracts. In the event of a conflict between the terms of the Contracts and the terms of the Participation Agreement, the terms of the Participation Agreement will control.
5. **Assignor's Representations and Warranties and Related Covenants.** Assignor represents and warrants to Beneficiary as follows:
 - (a) Assignor's execution, delivery and performance of this Assignment does not require the consent or approval of any governmental body or other regulatory authority and are not in contravention of, or in conflict with, any law or regulation or any term or provision of the Contracts. This Assignment is a valid, binding and legally enforceable obligation of Assignor in accordance with its terms, except to the extent, if any, that enforceability may be affected or limited by creditors' rights, legislation and court decisions of general application.
 - (b) The execution and delivery of this Assignment is not, and the performance of this Assignment will not be, in contravention of, or in conflict with, any agreement, indenture or undertaking to which Assignor is a party or by which Assignor or any of its property is or may be bound or affected, and do not and will not cause any security interest, lien or other encumbrance to be created or imposed or accelerated upon or in connection with any such property.
 - (c) To the Assignor's current actual knowledge, there is no litigation or other proceeding pending against or affecting Assignor or its properties which, if determined adversely to Assignor, would have a materially adverse effect on Assignor's financial condition, properties or operations. Assignor is not in default in any materially adverse manner with respect to any law, restriction, order, writ, injunction, decree or demand of any court or other governmental or regulatory authority or with respect to any

agreement, indenture or undertaking to which it or any of its property is bound or affected.

- (d) Except for this Assignment (which Assignor has authority to grant): Assignor has not previously assigned, transferred, conveyed, sold, pledged or hypothecated any of the Contracts.

6. **Assignor's Agreements.** Assignor agrees as follows:

- (a) To perform all of its obligations under the Participation Agreement.
- (b) To perform or cause to be performed each and every obligation and duty imposed upon Assignor by the Contracts and to not do any act or not omit to do any act which would constitute a breach of, default under or noncompliance with the Contracts.
- (j) Not to execute any amendment or modification of the Contracts or otherwise change or alter any of the terms and provisions of the Contracts without Beneficiary's prior written consent.
- (l) To promptly notify Beneficiary of the occurrence of any event which constitutes a breach of, default under, or noncompliance with, or which with the passage of time, notice, or both, will constitute a breach of, default under, or noncompliance with any of the terms and provisions of the Contracts.
- (m) To send, with reasonable promptness, to Beneficiary copies of any and all notices of default, breach or material alteration sent or received by Assignor under the Contracts or in connection with Assignor's interest in the Contracts.

7. **Events of Default.** Assignor will be in default under this Assignment upon the happening of any one or more of the following events or conditions (an "Event of Default"):

- (a) Any event of default which occurs under the Participation Agreement which is not cured within any applicable grace or notice and opportunity to cure period.
- (b) Breach of, noncompliance with, or default by Assignor in any of its agreements under this Assignment which is not cured within 15 business days after notice of such breach, noncompliance or default, provided that such 15-day cure period will be extended if such breach, noncompliance or default cannot be reasonably cured within 15 business days, provided that Assignor commences to cure such breach, noncompliance or default within the 15-day period and thereafter diligently pursue such cure.

- (c) Material breach of, noncompliance with, or default under any of the terms and provisions of the Contracts which is not cured within any applicable grace or notice and opportunity to cure period.

8. Beneficiary's Rights and Remedies.

- (a) Assignor hereby irrevocably appoints Beneficiary as Assignor's true and lawful agent and attorney-in-fact, with full power of substitution, in Beneficiary's own name or in the name of Assignor, for Beneficiary's sole use and benefit, but at Assignor's cost and expense, to exercise, upon the occurrence of an Event of Default, all or any of the following powers and rights with respect to the Contracts (without any obligation on the part of Beneficiary to exercise any of the following powers and rights): (1) to demand, receive, collect, sue and give acquittance for, settle, compromise, compound, prosecute or defend any action or proceeding with respect to the Contracts; (2) to exercise, enforce, enjoy, carry out, receive, and/or perform any and all rights, powers, duties, benefits, obligations and remedies of Assignor with respect to and arising under the Contracts; provided, however, Beneficiary's exercise of or Beneficiary's failure to exercise any such authority will in no manner affect Assignor's liability hereunder or under the Participation Agreement, and provided, further, that Beneficiary will be under no obligation or duty to exercise any of the powers hereby conferred upon it and will be without liability for any act or failure to act in connection with the preservation of any rights under, any of the Contracts. The agency and authority hereby granted and created is an agency coupled with an interest.
- (b) Upon the occurrence of an Event of Default and at any time thereafter, Beneficiary will have the rights and remedies provided by law.
- (c) All recitals in any instrument of assignment or any other instrument executed by Beneficiary incident to the Contracts or any part thereof will be full proof of the matters stated therein and no other proof will be requisite to establish full legal propriety of the action taken by Beneficiary or of any fact, condition or thing incident thereto, and all prerequisites of such action will be presumed conclusively to have been performed or to have occurred.
- (d) Assignor waives demand, notice, protest, and all demands and notices of any action taken by Beneficiary under this Assignment.

10. General. Assignor and Beneficiary agree as follows:

- (a) Upon the full performance of Assignor's obligations under the Participation Agreement, this Assignment and the interests created hereby will terminate. Upon termination of this Assignment, Beneficiary will, at Assignor's

sole cost and expense, execute and deliver to Assignor such documents as Assignor will reasonably request to evidence such termination.

- (b) Beneficiary is not, by entering into this Assignment or accepting the assignment of and security interest in the Contracts, assuming or agreeing to assume any obligation or liabilities on the part of Assignor under the Contracts.
- (c) Beneficiary's remedies hereunder are cumulative, and the exercise of any one or more of the remedies provided for herein will not be construed as a waiver of any of Beneficiary's other remedies.
- (d) Notice mailed to Assignor's address as reflected above, or to Assignor's most recent changed address on file with Beneficiary, at least ten (10) days prior to the related action, will be deemed reasonable.
- (e) THIS ASSIGNMENT HAS BEEN MADE IN, AND THE INTEREST GRANTED HEREBY IS GRANTED IN, AND BOTH WILL BE GOVERNED BY, THE LAWS OF THE STATE OF TEXAS IN ALL RESPECTS, INCLUDING WITHOUT LIMITATION MATTERS OF CONSTRUCTION, VALIDITY, ENFORCEMENT, AND PERFORMANCE. This Assignment may not be modified, altered or amended except in writing duly signed by an authorized representative of Beneficiary and by Assignor. If any provision of this Assignment is rendered or declared illegal or unenforceable by reason of any existing or subsequently enacted statute, rule or regulation, or by order of or judgment of a court, any and all other terms and provisions of this Assignment will remain in full force and effect as stated and set forth herein.
- (l) All notices, demands, requests and other communications required or permitted hereunder will be in writing and may be personally served or sent by mail, and if given by personal service, it will be deemed to have been given upon receipt, and if sent by mail, it will be deemed to have been given upon its deposit in the mail, postage prepaid, registered or certified, return receipt requested, addressed to Assignor or Beneficiary, as the case may be. The addresses of the parties to this Assignment are set forth on page I of this Assignment. Any of the parties to this Assignment will have the right to change their respective addresses by designating a new address in a written notice to the other parties as herein required.
- (m) This Assignment may be executed in multiple original counterparts.

EXECUTED this ____ day of _____, 20__.

BENEFICIARY:

TRAVIS COUNTY, TEXAS

By: _____

Samuel T. Biscoe, County Judge

Date: _____

ASSIGNOR:

CONSENTED TO BY:

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT E

CONSTRUCTION ADMINISTRATION SERVICES

1. Coordination and Pre-Construction Meeting Services

- (a) **Technical Submittals and Samples**
Prepares for the coordination meeting with the County and the Developer a list of all technical submittals required by the Construction Contractor. This list shall be distributed at the pre-construction meeting.
- (b) **Permits**
Prepares for the coordination meeting, a list of all permits to be obtained by the Construction Contractor. This list shall be distributed at the pre-construction meeting.
- (c) **Material Testing and Inspections**
Prepares for the coordination meeting recommendations for the project construction and material testing protocols.
- (d) **Pre-construction Submittals**
Provides review comments on Construction Contractor's pre-construction submittals to the Construction Contractor at the pre-construction meeting. Pre-construction submittals include the Construction Contractor's construction schedule, division of contract, subcontractor list, material supplier list, or any special submittals requested of the Construction Contractor prior to the pre-construction meeting.

2. Administrative Tasks

- (a) Prepares draft agenda for pre-construction meeting;
- (b) Determines the project communication, reporting, submittal approval/rejection protocol, and documentation requirements;
- (c) Conducts weekly job site meetings; determines the format for scheduling and conducting, and recording construction meeting minutes;
- (d) Reviews and becomes knowledgeable of any required Developer or County construction administration processes;
- (e) Records meeting minutes;
- (f) Maintains Project construction records consisting of all correspondence related to the construction of the project including but not limited to:
 - (i) all approved technical submittals and a technical submittal checklist;
 - (ii) all approved field orders and change orders;
 - (iii) contract specifications and drawings;
 - (iv) daily log;
 - (v) job meeting minutes;

- (vi) clarifications drawings;
 - (vii) daily progress reports; and
 - (viii) processed pay requests
- (g) The daily log, as a minimum, shall contain information regarding weather conditions, ambient temperatures, Construction Contractor manpower levels, sub-Construction Contractors manpower levels, daily hours of inspection, travel time, conversations, work items being performed, material delivery information and other observations.
- (h) Daily logs must be completed and include a statement as to whether or not the Construction Contractor is behind schedule or delaying the progress of the work and, if so, the steps the Construction Contractor should take to get back on schedule. Copies of daily logs shall be made available to the County upon request.
- (i) Maintain complete files of all Project-related documents at the Project site.
- (j) Upon the completion of each calendar month, furnish the County and the Developer with a typed statement summarizing the status of the work. In the event the work is behind schedule, the statement shall also delineate what efforts the Construction Contractor must take to get back on schedule. A copy of this statement shall also be delivered to the Construction Contractor.
- (k) After the Project has been completed, submit the Project files, along with the original daily logs to TNR.

3. Construction Phase Services

(a) Submittals

Process submittals, including receipt, review of, and appropriate action on shop drawings, samples and other submittals. Provide recommendations for the County and Developer approvals of "or equal" substitutions along with any recommended cost adjustments.

(b) Contract Modifications

For modifications required by the County and/or the Developer to resolve design errors or omissions, the Project Construction Manager shall coordinate with the Project Engineer to provide the following services: Provide recommendations to the County and/or the Developer concerning potential changes and modifications to the project, which are encountered during construction. Identify and investigate feasible alternatives, to the extent practical, and prepare necessary plans, details, etc. required to obtain firm cost and schedule impact statements from the Construction Contractor. Evaluate the Construction Contractor's impact statements and in conjunction with the Developer and the County negotiate costs for any contemplated changes with the Construction Contractor. The Project

Construction Manager shall prepare and distribute change orders and jointly sign all Change Orders with the County and the Developer

(c) Construction Contractor Pay Requests

Upon receipt of a pay request from a Construction Contractor, jointly review each line item with the Construction Contractor and advise the Construction Contractor's representative of any discrepancies or conflicts in the pay requests. Verify the accuracy of quantities of installed, delivered, and stored materials. Advise the County and the Developer of any issues that may warrant withholding, reducing, or delaying payment to the Construction Contractor and provide supporting documentation.

(d) Interpretation of the Contract Documents

Upon request, provide interpretation or clarification of the construction documents to the County, the Developer, or the Construction Contractor. Determine an acceptable method for communicating interpretations and clarifications directly to the Construction Contractor beforehand.

(e) Observation

Site visits are to be performed to the extent necessary to:

- (i) Observe, document, and report to the County, the Developer, and the Construction Contractor whether the project is being constructed in accordance with the contract documents.
- (ii) Observe, document, and report to the County, the Developer, and the Construction Contractor whether the proper measure of unit price bid quantities is being implemented, and confirm percentage completion of lump sum items.
- (iii) Observe, document, and report to the County and the Developer the progress of the Construction Contractor and resources committed to the project by the Construction Contractor.

(f) Materials Testing and Inspections

- (i) Establish and administer a materials sampling and testing program to provide quality control and compliance with the construction plans and specifications. Utilizing the list of required testing developed from the construction documents, jointly develop with the Project Engineer and the Construction Contractor a testing program for the project. The testing program must designate what services are to be provided by the Project Engineer and the Construction Contractor. Compensation for testing services provided by the Project Engineer is to be included in the Project Engineer's fees for Construction Administration services. Services shall include, but not be limited to soils compaction testing, concrete cylinder

compression strength tests, gradation analysis, miscellaneous shop inspection, and other testing required by the construction contract documents, or as specifically requested by the County and the Developer. A copy of the proposed testing program shall be prepared for review by the County and the Developer prior to beginning work.

- (ii) Review all laboratory and field-testing results to determine whether results are in compliance with the construction contract documents and provide recommendations for correction of substandard materials and workmanship revealed during testing.

(g) Claims

Assist TNR and the Developer with claim reviews and negotiations upon request and with the preparation of related correspondence and documentation.

(h) Contract Enforcement

Examine Construction Contractor workmanship, materials, progress, and overall compliance with requirements of the contract documents and immediately report any observed deficiencies to the Construction Contractor, the County, and the Developer. Communicate to the Construction Contractor, the County, and the Developer what may be necessary to effect corrective action. Document deficiencies and actions taken by Construction Contractor to correct them. Assist the County and the Developer with evaluating impacts of potential contract termination upon project costs and schedule.

(i) Contract Termination

Upon request, assist the County and the Developer with completion of an assessment of the status of the Construction Contractor's contract, the development of an agreement with the Construction Contractor's Surety to complete the work, and preparing and holding a pre-construction meeting with the replacement Construction Contractor. Unless otherwise specified in the contract, these services shall be considered additional scope of work for which the scope, methodology, and fee must be negotiated with the County and the Developer before proceeding.

(j) Project Acceptance and Close-out

- (i) Jointly perform with the County the Developer, and the Construction Contractor substantial completion and final inspections and compile and distribute related punch requiring correction. When properly completed, submit O&M manuals to lists.
- (ii) Compile and review for completeness all Operation and Maintenance Manuals to be submitted by the Construction Contractor and inform Construction Contractor of any deficiencies.
- (iii) Review and comment on final pay request and supporting close-out

- documents, and provide recommendation for approval or rejection to the County and the Developer
- (iv) Upon Project completion, obtain the original drawings from the Project Engineer, incorporate all as-built conditions on the original drawings and provide copies to the County and the Developer at project close-out.

4. Post Construction Services

- (a) Warranty Period Services
 - (i) Meet with County and the Developer upon request during the warranty period to investigate problems with material, equipment, and/or workmanship that may arise. Determine whether or not such problems are warranty issues or design issues and recommend solutions.
 - (ii) Coordinate and attend with the County and the Developer a final warranty inspection no less than sixty days prior to expiration of Construction Contractor warranty period. Develop list of deficiencies, if any, and determine if deficiencies are caused by inferior workmanship, equipment, and/or materials or caused by other reasons. Provide recommendations for resolving each deficiency. Complete a follow-up inspection with the County to determine whether deficiencies have been corrected by the Construction Contractor prior to expiration of the warranty period.

EXHIBIT F

ENGINEERING SERVICES & DELIVERABLES:

PROJECT DESIGN

1. The Project Engineer shall provide professional services to produce both Preliminary Plan Documents and final plans, specifications and estimates for construction documents for the Project. These services generally will include, but are not limited to the following; storm water drainage system analysis and design (may include water quality and detention); preparing schematic and final right-of-way and easement parcel exhibits; preparing construction documents; completing land surveys, geotechnical investigations and reports with analysis needed for pavement design, structure foundation design, and evaluating slope stability; completing alignment and intersection plans and analysis; developing roadway signage and pavement marking plans, traffic control plans, and plans for utility relocation and landscaping; completing environmental assessments and mitigation plans; monitoring project cost and applying cost recovery methodologies such as value engineering; attending and leading public meetings; and, acquiring all appropriate regulatory permits and clearances.

(a) The Project Engineer will perform the following services:

- (i) Develop all Plans, Specifications, and Estimates (PS&E documents) within the project's allotted budget, to standards stipulated by Travis County.
- (ii) Develop and submit a construction cost estimate at each phase of the design project.
- (iii) Use generally recognized engineering methodology and standards of care
- (iv) For each required permit, either obtain the permit or identify the permit for the Construction Contractor and direct the Construction Contractor to obtain it.
- (v) Conduct and provide reports for all applicable environmental studies, evaluations, assessments, and calculation/negotiations for mitigation.
- (vi) Establish and provide a detailed project design task completion. Monitor and provide task completion report to the Developer and the County.
- (vii) Produce a utility relocation plan and coordinate ALL utility relocation efforts with the appropriate utility company.
- (viii) Provide on call or total technical assistance during the bidding and construction periods.
- (ix) Prepare appropriate displays and attend meetings with Travis County staff, regulatory agencies, and public groups, both as a technical advisor and as a project presenter.
- (x) Provide all geotechnical reports and analysis
- (xi) Provide required services, as determined by the County and the Developer, for construction administration.

(b) The Project Engineer will provide six specific work products with each requiring

a separate "Notice to Proceed" under the same contract. Authorization to proceed to the next work product or phase must be in writing in the form of a "Notice to Proceed". The required work products include Work Product 1, 30% complete design documents; Work Product 2, 60% complete design documents; Work Product 3, 90% complete construction documents; Work Product 4, the 100% bid-ready set of construction documents; Work Product 5, Construction bidding and award services; and Work Product 6: Construction Administration Services. Work Product 6 shall be optional and included at the discretion of the Developer and the County. Work Products 1 through 4 shall be submitted for review and written notice-to-proceed must be issued before proceeding to the next Work Product. The review process shall consist of submitting two sets of the plans 22" by 34", specifications, and estimates of probable construction costs to the Developer and TNR when the design and construction documents are 30%, 60%, 90% and 100% completed. Allow two weeks for the Developer and TNR to review and provide written comments and/or approval for each submittal. Submit two sets final check sets and allow one week for the Developer and TNR to review and provide written comments and/or approval.

- (i) Work Product 1: 30% complete design documents.
The 30% submittal should be presented in two phases if alternative analyses are included in the scope of work. The first phase will be the results of the analyses and the Project Engineer's recommendations. The second phase will be the 30% complete design documents for the selected alternative. Public meetings may be required in the development of Work Product 1. The 30% design submittal is to include preliminary engineering for the design elements required to fully address the project scope. The requirements for the 30% design submittals shall as a minimum include the following:
 - A. Cover sheet indicating project name and #; site location; design speed; project limits with beginning and ending stations; names and signature blocks for the project owners/partners; symbology legend; and the proposed index of drawings to be included in the plan set.
 - B. Site layout drawing;
 - C. Typical sections showing proposed and existing conditions.
 - D. Plan and profile sheets showing existing conditions and how design speed, site distance, drainage, and environmental requirements are planned to be met as well as the proposed type and location of any significant structures to be included;
 - E. Cross-sections for roadways showing existing ground conditions and depicting proposed conditions based upon preliminary alignments and typical sections;
 - F. Identification of limits of construction and properties that could be affected by the proposed construction;
 - G. Identification of existing easements and utilities that could be affected by the proposed construction;

- H. Engineer's estimate of costs along with an explanation of the method used and any assumptions that were made. Recommended changes for the parties to consider if a problem has been identified that could adversely affect the project schedule or budget
- I. Preliminary list of required regulatory approvals and right-of-way takings
- J. Updated project schedule with status tracking

Total projected time for completion of Work Product 1 is sixty (60) calendar days.

- (ii) Work Product 2: 60% complete design documents:
The 60% complete documents should address *all* major design issues and set direction for completion of the construction documents. A public meeting may be required. The requirements for the 60% design submittals shall as a minimum include the following:

- A. Completed site layout drawings
- B. Drawings that represent all items of work in the scope of services for the project including coordinates for proposed alignment (no blank pages or missing pages). Revised typical sections and cross sections to reflect more complete design
- C. Draft specifications;
- D. Proposed construction schedule and sequence of work
- E. List of permits required and schedule for obtaining all permits/approvals/utility coordination required prior to bidding
- F. Engineering calculations, studies, and reports used in design (drainage report, geotechnical report, environmental studies & reports, slope stability analysis, preliminary quantities, structural design, etc.)
- G. Drawings should demonstrate coordination between prime consultant and sub-consultants (no missing design components to be provided by sub-consultants)
- H. Engineer's estimate of costs along with an explanation of the method used and any assumptions that were made. Recommended changes for the parties to consider if a problem has been identified that could adversely affect the project schedule or budget
- I. Draft ROW strip maps, sketches, & field notes. Final ROW documents to be submitted within 30 days of receiving review comments from Travis County, if required.
- J. Updated project schedule with status tracking.

Total projected time for completion of Work Product 2 is sixty (60) calendar days.

- (iii) Work Product 3: 90% complete construction documents:

Provide construction documents that are virtually "ready to bid" with minor revisions, no outstanding design issues, all work coordinated and illustrated on the drawing. A public meeting may be required. The requirements for the 90% design submittals shall as a minimum include the following:

- A. Complete set of construction drawings with all details, cross-sections, profiles, quantities, and title sheet
- B. Full set of detailed specifications and index in bid-ready format (Microsoft Word format)
- C. Detailed breakdown cost estimate and associated bid schedule in County format
- D. Calculations for unit price quantities and final engineering design calculations
- E. List of permits secured and any permits/approvals pending.
- F. Final utility company costs and documentation from each utility contacted
- G. Final construction schedule/sequence of work.

Total projected time for completion of Work Product 3 is thirty (30) calendar days.

- (iv) **Work Product 4: 100% complete construction documents:**
Provide final plans, specifications, estimates, quantities, bid schedule, permits, and verification of property acquisitions and/or right-of-entries for the construction contract, and a list of any outstanding issues to be resolved before or during project bidding process (total projected time is 165 calendar day after notice to proceed date)

Total projected time for completion of Work Product 4 is fifteen (15) calendar days.

- (v) **Work Product 5: Construction Contract bidding and award services:**
Provide assistance with responding to bidder questions, preparing addenda, tabulating and evaluating bids, and providing recommendation for award.

Total projected time for completion of Work Product 5 is to be determined at the time the project is approved for bidding.

- (vi) **Work Product 6: Construction Phase Services:**
Construction phase services are to be provided in accordance with **Exhibit E** throughout the period of construction to provide technical interpretations and clarifications of the contract documents; to provide technical reviews and approvals of construction submittals; to observe that the work is proceeding in accordance with the contract documents and to document the progress and effort; to prepare, reproduce, and distribute

supplemental drawings and specifications in response to requests for information by the Construction Contractor; to inform the Construction Contractor, the County and the Developer immediately upon identifying unacceptable deviations from the contract documents and document such deviations; to resolve problems which arise during performance of the work by the Construction Contractor; and, to perform all other duties that are included in the contract. Construction phase services shall extend through the Construction Contractor's warranty of construction, starting after the County and the Developer issue the project Completion Certificate or from the date of the notice of Substantial Completion. The warranty period during which the Project Engineer's services shall be provided shall not exceed one year unless otherwise specified herein.

EXHIBIT G

ENGINEERING SERVICES & DELIVERABLES: UTILITY RELOCATION SERVICES

1. Research records of properties within project limits of construction
 - a) identify all utility companies that serve the properties
 - b) identify easements on the property and obtain descriptions and copies of any dedication instruments and plats
 - c) identify owners of utilities and contact information
2. Obtain existing condition and proposed improvement information from utility companies
 - a) determine type, size, and approximate location of existing utilities.
 - (i) interview appropriate utility company representatives
 - (ii) obtain as-built drawings if available
 - b) determine future plans for utility work within the limits of construction
 - (i) interview appropriate utility company representatives
 - (ii) if available, obtain preliminary utility engineering plans and schedule for future improvements
 - (iii) If no engineering plans are available, obtain description of proposed improvements including design criteria that will be used including but not limited to:
 - A) utility assignment
 - B) depth requirements
 - C) design requirements for separation from other utilities, structures, or activities
3. Review project design information for existing and potential conflicts
 - a) plan sheets showing existing and proposed conditions for roadways, bridges, buildings, utilities, topography, fences, walls, storm sewer systems, etc.
 - b) profile sheets showing existing and proposed conditions
 - c) detail sheets for foundations showing size and depth requirements
 - d) cross sections showing existing ground and proposed improvement including excavations, embankments, drainage channels, etc
4. Coordinate the relocation, protection, upgrading or abandonment of utilities
 - a) Identify with the County's Project Construction Managers apparent conflicts between existing or proposed utilities and the project improvements shown in the design documents.
 - b) Provide copies of design documents to all utility service providers along with list of conflicts identified.
 - i) maintain database of utility companies provided with design information, contact persons and numbers, information transmittals, written and verbal communications, and any other pertinent information showing who was involved in the coordination, the decisions made, and the time taken to complete the process
 - ii) meet with utility company representatives to determine their proposed method for reconciling conflicts and communicate the information to the County
 - iii) meet with the County and County Attorneys and/or the utility company representatives and other public entities as needed to assist with reconciling

- conflicts between utilities and the proposed improvements, and record and distribute minutes of such meetings
- iv) prepare draft of elements to be included in any utility agreements or memorandum of understandings to be developed between the County and utility service providers. Include responsibilities for relocation, upgrading, or protection; specifics related to costs, scheduling, sizes and types, vertical and horizontal locations; and, any special construction and/or protection requirements.
- v) provide documentation of correspondence and coordination effort to the County upon completion of assignment

5. Additional Services, if approved by the County:

- a) field check locations of above ground utilities and visible components of below ground utilities and mark locations relative to existing topographic features on mapping to be provided by the County.
- c) provide, or contract with companies that can provide, underground utility locating services.
- d) hand excavate to verify location of utilities
- e) represent the County at Austin Area Utility Coordinating Committee meetings
- f) attend pre-construction and construction meetings
- g) provide documentation and testimony as needed to help resolve claims related to utility work or property condemnation cases.

**EXHIBIT H
ETHICS AFFIDAVIT**

Date: 3/23/12

Name of Affiant: William A. Peruzzi

Title of Affiant: Manager

Business Name of Contractor: Heart of Manor, LP

County of Contractor: Montgomery County, PA

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by Contractor to make this affidavit for Contractor.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language.
4. Contractor has received the list of key contracting persons associated with this invitation for bids 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 Contractor 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.

Heart of Manor, LP,

a Texas limited partnership

By: MANOR GP. LLC,

a Texas limited liability company, its General Partner

By: Titan Capital Investment Group, LLC,
A Delaware limited liability company, as Manager

Signature of Affiant: 

Printed Name: William A. Peruzzi

Title: Manager

1300 Virginia Drive, Suite 225

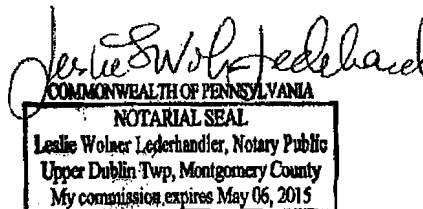
Fort Washington, PA 19034

SUBSCRIBED AND SWORN TO before me by William A. Peruzzi, Manager, on
March 23, 2012.

Notary Public, Commonwealth of Pennsylvania

Leslie Wolner Lederhandler

Typed or printed name of notary



**EXHIBIT H
ETHICS AFFIDAVIT**

Date: 3/23/12

Name of Affiant: William A. Peruzzi

Title of Affiant: Manager

Business Name of Contractor: Texas WH200, LP

County of Contractor: Montgomery County, PA

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by Contractor to make this affidavit for Contractor.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language.
4. Contractor has received the list of key contracting persons associated with this invitation for bids 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 Contractor 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.

Texas WH200, LP,
a Delaware limited partnership

By: Texas WH200 GP, LLC,
a Delaware limited liability company,
Its General Partner

Signature of Affiant: W.A. Peruzzi

Printed Name: William A. Peruzzi

Title: Manager

1300 Virginia Drive, Suite 225
Fort Washington, PA 19034

SUBSCRIBED AND SWORN TO before me by William A. Peruzzi, Manager, on
March 23, 2012.

Notary Public, Commonwealth of Pennsylvania

Leslie Wolner Lederhandler

Typed or printed name of notary.

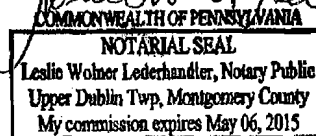


EXHIBIT H
ETHICS AFFIDAVIT

Date: March 22, 2012
Name of Affiant: Peter A. Dwyer
Title of Affiant: President
Business Name of Contractor: Dwyer Realty Companies
County of Contractor: Texas County, Texas

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by Contractor to make this affidavit for Contractor.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language.
4. Contractor has received the list of key contracting persons associated with this invitation for bids 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 Contractor 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.

President 3/22/2012
Dwyer Realty Companies Signature of Affiant
9900 Hwy 290 East, Manor, TX 78653
Address

SUBSCRIBED AND SWORN TO before me by Peter A. Dwyer on March 22, 2012.

Notary Public, State of Texas

Diana Barton
Typed or printed name of notary

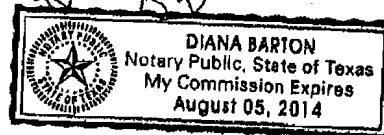


EXHIBIT A
To Ethics Affidavit

LIST OF KEY CONTRACTING PERSONS
January 18, 2011

CURRENT

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Name of Business Individual is Associated</u>
County Judge	Samuel T. Biscoe	
County Judge (Spouse)	Donalyn Thompson-Biscoe	MHMR
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	Michael Nalick	
Commissioner, Precinct 4	Margaret Gomez	
Executive Assistant	Edith Moreida	
Executive Assistant	Norma Guerra	
County Treasurer	Dolores Ortega-Carter	
County Auditor	Susan Spataro, CPA	
Executive Manager, Administrative	Vacant	
Executive Manager, Budget & Planning	Rodney Rhoades	
Executive Manager, Emergency Services	Danny Hobby	
Executive Manager, Health/Human Services	Sherri E. Fleming	
Executive Manager, TNR	Steven M. Manilla, P.E.*	
Executive Manager, Criminal Justice Planning	Roger Jefferies	
Director, Facilities Management	Roger El Khoury, M.S., P.E.	
Chief Information Officer	Joe Harlow	
Director, Records Mgmt. and Communications	Steven Broberg	
Travis County Attorney	David Escamilla	
First Assistant County Attorney	Steve Capelle	
Executive Assistant, Civil Division	Jim 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
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 Attorney, Transactions Division
 Director, Health Services Division
 Attorney, Health Services Division
 Purchasing Agent
 Assistant Purchasing Agent
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 Purchasing Agent Assistant II
 Purchasing Agent Assistant III
 HUB Coordinator
 HUB Specialist
 HUB Specialist
 Purchasing Business Analyst
 Purchasing Business Analyst

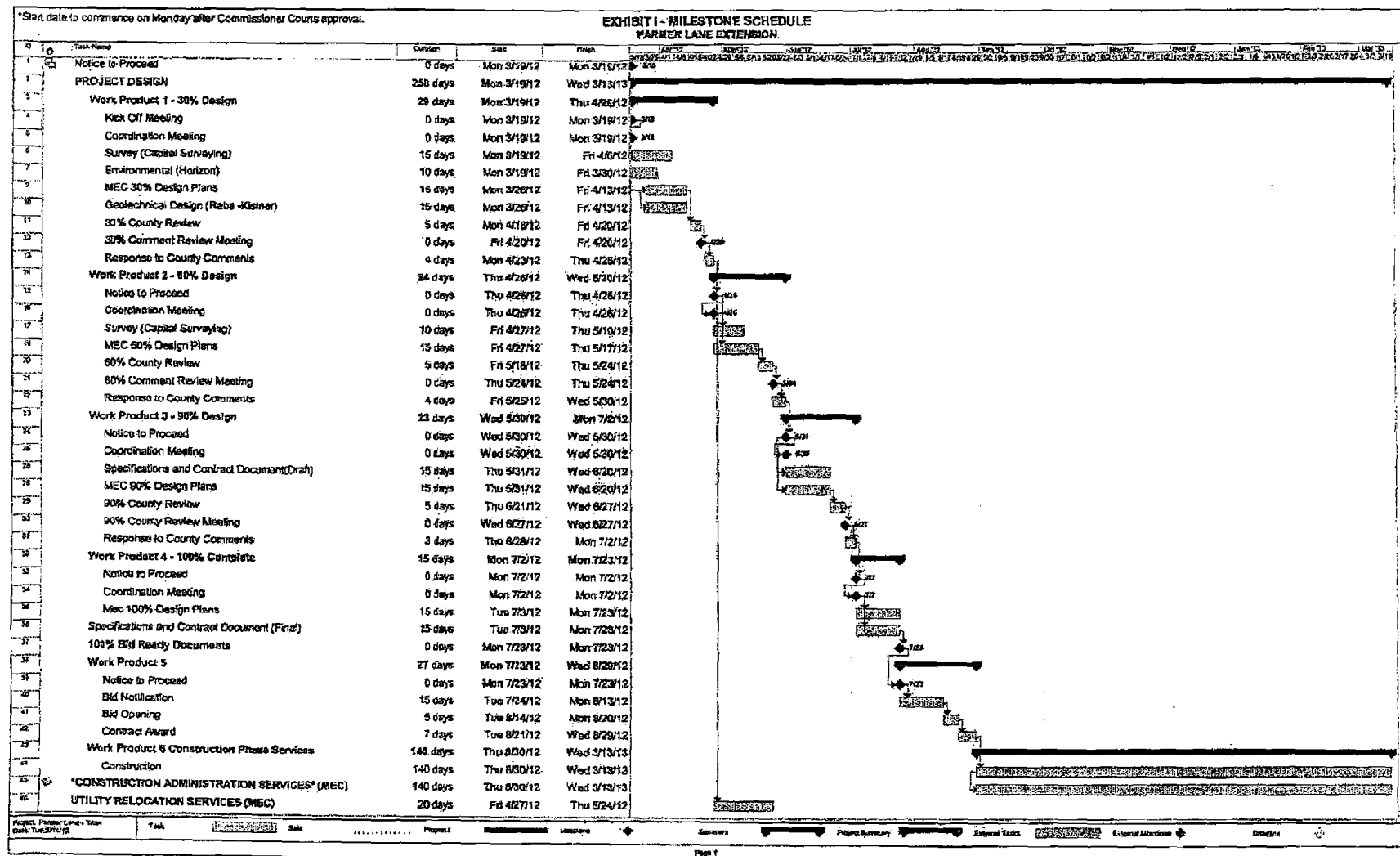
Tamara Armstrong
 Daniel Bradford
 Mary Etta Gerhardt
 Barbara Wilson
 Jim Connolly
 Tenley Aldredge
 Beth Devery
 Prema Gregerson*
 Cyd Grimes, C.P.M.
 Marvin Brice, CPPB
 Bonnie Floyd, CPPO, CPPB, CTPM
 Diana Gonzalez
 Lee Perry
 Jason Walker
 Richard Villareal
 Oralia Jones, CPPB
 Lori Clyde, CPPO, CPP B
 Scott Wilson, CPPB
 Jorge Talavera, CPPO, CPPB
 George R. Monnat, C.P.M., A.P.P.
 John E. Pena, CTPM*
 Vacant
 David Walch
 Michael Long, CPPB
 Elizabeth Corey, C.P.M.*
 Rosalinda Garcia
 Loren Breland, CPPB
 C.W. Bruner, CTP*
 Nancy Barchus, CPPB
 Sylvia Lopez
 Betty Chapa
 Jerome Guerrero
 Scott Worthington
 Jennifer Francis*

FORMER EMPLOYEES

Position Held	Name of Individual	Holding Office/Position	Date of Expiration
Purchasing Agent Assistant III	Vania Ramaekers, CPPB, CPPO		04/26/11
Attorney, Transactions Division	Sarah Churchill		04/30/11
Executive Assistant	Chris Fanuel		04/30/11
Purchasing Agent Assistant II	Donald E. Rollack		05/31/11
Special Assistant to Comm. Court	Christian Smith		05/31/11
Executive Manager, TNR	Joseph Gieselman	01/31/12	

* Identifies employees who have been in a position for less than one year.





**EXHIBIT J
JOINT USE ACKNOWLEDGEMENT AGREEMENT**

WHEREAS, Travis County (the "County"), a political subdivision of the State of Texas, proposes to make certain roadway improvements to Parmer Lane in the area indicated on the attached map (the "Project"); and

WHEREAS, _____ ("Utility") proposes to adjust or relocate certain of its facilities, if applicable, and retain title to any property rights it may have on, along or across, and within or over such limits of the right of way as indicated by the location map attached hereto.

NOW, THEREFORE, in consideration of the covenants and acknowledgements herein contained, the parties mutually agree as follows:

It is agreed that joint usage for both roadway and utility purposes will be made of the area within the roadway right of way limits as such area is defined and to the extent indicated on the aforementioned plans or sketches. Nothing in this Acknowledgement shall serve to modify or extinguish any compensable property interest that may be vested in the Utility within the above-described area. If the facilities shown in the aforementioned plans need to be altered or modified or new facilities constructed to either accommodate the proposed roadway improvements or as part of Utility's future proposed changes to its own facilities, Utility agrees to notify County at least 30 days prior thereto, and to furnish necessary plans showing location and type of construction, unless an emergency situation occurs and immediate action is required. If an emergency situation occurs and immediate action is required, Utility agrees to notify County promptly.

Participation in actual costs incurred by the Utility for any future adjustment, removal or regulation of utility facilities required by roadway construction shall be in accordance with applicable laws of the State of Texas.

Utility will, by written notice, advise County of the beginning and completion dates of the adjustment, removal, or relocation, and, thereafter, agrees to perform such work diligently, and to conclude said adjustment, removal, or relocation by the stated completion date. The completion date shall be extended for delays caused by events outside Utility's control, including an event of Force Majeure, which shall include a strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood, or other act of God, sabotage, or other events, interference by the County or any other party with Utility's ability to proceed with the relocation, or any other event in which Utility has exercised all due care in the prevention thereof so that the causes or other events are beyond the control and without the fault or negligence of Utility.

It is expressly understood that Utility conducts the new installation, adjustment, removal, and/or relocation at its own risk, and that County makes no warranties or representations regarding the existence or location of utilities currently within its right of way.

The **Utility** and the **County**, by execution of this Acknowledgement, do not waive or relinquish any right that they may have under the law.

NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COMMISSIONERS COURT OF THE COUNTY.

When mediation is acceptable to both parties in resolving a dispute arising under this agreement, the parties agree to use the Dispute Resolution Center of Austin, Texas as the provider of mediators for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the results 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 §154.073 of the Texas Civil Practice and Remedies Code, unless both Parties agree, in writing, to waive the confidentiality.

The signatories to this Acknowledgement warrant that each has the authority to enter into this Acknowledgement on behalf of the party represented.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures.

UTILITY

COUNTY

Travis County

By: _____

Printed Name: _____

Title: _____

Date: _____

Samuel T. Biscoe
Travis County Judge

Date: _____

Form 304

Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
FAX: 512/463-5709

Filing Fee: \$750



**Application for
Registration of
a Foreign Limited Liability
Company**

Filed in the Office of the
Secretary of State of Texas
Filing #: 801587920 04/26/2012
Document #: 419112710002
Image Generated Electronically
for Web Filing

1. The entity is a foreign limited liability company. The name of the entity is :

Titan Texas Development, LLC

2A. The name of the entity in its jurisdiction of formation does not contain the word "limited liability company" or "limited company" (or an abbreviation thereof). The name of the entity with the word or abbreviation which it elects to add for use in Texas is:

2B. The entity name is not available in Texas. The assumed name under which the entity will qualify and transact business in Texas is:

HOM Titan Development, LLC

3. Its federal employer identification number is: **455141209**

☐ Federal employer identification number information is not available at this time.

4. It is organized under the laws of: **DELAWARE, USA**

and the date of its formation in that jurisdiction is: **4/24/2012**

5. As of the date of filing, the undersigned certifies that the foreign limited liability company currently exists as a valid limited liability company under the laws of the jurisdiction of its formation.

6. The purpose or purposes of the limited liability company that it proposes to pursue in the transaction of business in Texas are set forth below. The entity also certifies that it is authorized to pursue such stated purpose or purposes in the state or country under which it is organized.

**any lawful business or activity under the laws of the State of Texas. The
entity also certifies that it is authorized to pursue such stated purpose or
purposes in the state or country under which it is organized.**

7. The date on which the foreign entity intends to transact business in Texas, or the date on which the foreign entity first transacted business in Texas is: **04/26/2012**

8. The principal office address of the limited liability company is:

1300 Virginia Drive, Suite 135, Fort Washington, PA, USA 19034

☐ 9A. The initial registered agent is an organization by the name of:

☒ 9B. The initial registered agent is an individual resident of the state whose name is:

Wayne S. Hollingsworth

☒ 9C. The business address of the registered agent and the registered office address is:

100 Congress Avenue, Suite 1300 Austin TX 78701-2744

Consent of Registered Agent

☐ A. A copy of the consent of Registered Agent is attached.

OR

☒ B. The consent of the registered agent is maintained by the entity.

10. The entity hereby appoints the Secretary of State of Texas as its agent for service of process under the circumstances set forth in section 5.251 of the Texas Business Organizations Code.

11. The name and address of each governing person is:

NAME OF GOVERNING PERSON (Enter the name of either an individual or an organization, but not both):

IF INDIVIDUAL

OR

IF ORGANIZATION

Titan Capital Investment Group, LLC

ADDRESS OF GOVERNING PERSON:

1300 Virginia Drive, Suite 135 Fort Washington PA, USA 19034

Supplemental Provisions / Information

[The attached addendum, if any, is incorporated herein by reference.]

Effectiveness of Filing

☒ A. This document becomes effective when the document is filed by the secretary of state.

OR

☐ B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is:

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Date: **April 26,**
2012

Titan Capital Investment Group, LLC, its Manager, By: John P.
Giangiullo, Jr., Manager

Signature and title of authorized person on behalf of the foreign entity

FILING OFFICE COPY

TEXAS SECRETARY of STATE

HOPE ANDRADE

[UCC](#) | [Business Organizations](#) | [Trademarks](#) | [Notary](#) | [Account](#) | [Help/Fees](#) | [Briefcase](#) | [Logout](#)

BUSINESS ORGANIZATIONS INQUIRY - VIEW ENTITY

Filing Number: 801587920 **Entity Type:** Foreign Limited Liability Company (LLC)
Original Date of Filing: April 26, 2012 **Entity Status:** In existence
Formation Date: N/A
Tax ID: **FEIN:** 455141209

Name: Titan Texas Development, LLC
Address: 1300 Virginia Drive, Suite 135
 Fort Washington, PA 19034 USA
Fictitious Name: HOM Titan Development, LLC
Jurisdiction: DE, USA
Foreign Formation Date: April 24, 2012

<u>REGISTERED</u> <u>AGENT</u>	<u>FILING HISTORY</u>	<u>NAMES</u>	<u>MANAGEMENT</u>	<u>ASSUMED NAMES</u>	<u>ASSOCIATED</u> <u>ENTITIES</u>
Name Wayne S. Hollingsworth		Address 100 Congress Avenue, Suite 1300 Austin, TX 78701-2744 USA			Inactive Date

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Instructions:

- ☛ To place an order for additional information about a filing press the 'Order' button.



Susan Combs, Texas Comptroller of Public Accounts

Taxable Entity Search Results

Franchise Tax Certification of Account Status

This Certification Not Sufficient for Filings with Secretary of State

Obtain a certification sufficient for filings with the Secretary of State.

Certification of Account Status	Officers And Directors Information
Entity Information:	TITAN TEXAS DEVELOPMENT, LLC DBA HOM TITAN DEVELOPMENT, LLC 100 CONGRESS AVE STE 1300 AUSTIN, TX 78701-2744
Status:	IN GOOD STANDING NOT FOR DISSOLUTION OR WITHDRAWAL through May 15, 2013
Registered Agent:	WAYNE S. HOLLINGSWORTH 100 CONGRESS AVENUE, SUITE 1300 AUSTIN, TX 78701
Registered Agent Resignation Date:	
State of Formation:	DE
File Number:	0801587920
SOS Registration Date:	April 26, 2012
Taxpayer Number:	32047784395

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 [Window on State Government](#) •
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[Accessibility Policy](#)
[Link Policy](#)
[Public Information Act](#)
[Compact](#)

COA - Generate Franchise Tax Certification of Account Status Page <https://ourcpa.cpa.state.tx.us/coa/servlet/cpa.app.coa.CoaGetTp?Pg=...>

with Texans



TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

SUSAN COMBS • COMPTROLLER • AUSTIN, TEXAS 78774

May 2, 2012

CERTIFICATE OF ACCOUNT STATUS

THE STATE OF TEXAS
COUNTY OF TRAVIS

I, Susan Combs, Comptroller of Public Accounts of the State of Texas, DO
HEREBY CERTIFY that according to the records of this office

TITAN TEXAS DEVELOPMENT, LLC
DBA
HOM TITAN DEVELOPMENT, LLC

is, as of this date, in good standing with this office having no franchise
tax reports or payments due at this time. This certificate is valid through
the date that the next franchise tax report will be due May 15, 2013.

This certificate does not make a representation as to the status of the
entity's registration, if any, with the Texas Secretary of State.

This certificate is valid for the purpose of conversion when the converted
entity is subject to franchise tax as required by law. This certificate is
not valid for any other filing with the Texas Secretary of State.

GIVEN UNDER MY HAND AND
SEAL OF OFFICE in the City of
Austin, this 2nd day of
May 2012 A.D.

Susan Combs
Texas Comptroller

Taxpayer number: 32047784395
File number: 0801587920

Form 05-304 (Rev. 12-07/17)



Susan Combs Texas Comptroller of Public Accounts



Certification of Franchise Tax Account Status

Officer/Director Information Not on File for:

TITAN TEXAS DEVELOPMENT, LLC

Information about corporate officers and directors is specifically designated as public information by Texas Tax Code 171.203. There is no comparable provision making public the information about the principals of other entity types. It is our interpretation of Texas Tax Code 171.206 that ownership information reported by other entity types (associations, partnerships, trusts) as part of their franchise tax filing is confidential and not subject to public disclosure. Accordingly, that information is not available on this site.

Corporate officer and director information is provided from the Secretary of State. If you receive a message that officer and director information for a corporation or limited liability company is not available, you may order a copy of a Public Information Report from open.records@cpa.state.tx.us or by mail at Comptroller of Public Accounts, Open Government Division, PO Box 13528, Austin, Texas 78711. Copies of Ownership Information Reports are not subject to public disclosure.

Call our Business Information Line at (800) 252-1386 if you need assistance.

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Item 6

Travis County Commissioners Court Agenda Request

Meeting Date: 5/15/12

Prepared By/Phone Number: 854-4603

Division Director/Manager: Randy Nicholson, AICP

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

Sponsoring Court Member: Commissioner Davis, Precinct One
Commissioner Gomez, Precinct Four

AGENDA LANGUAGE: Consider and take appropriate action on the DRAFT Colorado River Corridor Plan and recommended amendments.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

The Commissioners Court approved an Interlocal Agreement with the City of Austin and the Lower Colorado River Authority to develop a long range comprehensive plan for the development of the Colorado River Corridor between Austin and the Travis/Bastrop county line. A DRAFT plan was completed with assistance from the planning firm Bosse Pharis Associates, Inc. Staff held a public meeting and received comments which were posted on the County's web page. The Commissioners Court held a public hearing on March 27 and a work session on April 12. Based on public input and Court discussion, staff is recommending plan amendments as noted in Exhibit 1.

The purpose of the Corridor Plan is to coordinate regional and local planning and private sector investment to facilitate the preservation and enhancement of valuable environmental, economic, recreational, and cultural resources of the plan area over the next 25-30 years. The Corridor Plan includes objectives for improved protection of local bio-diversity, preservation and restoration of floodplains and natural areas; the creation of parks, open spaces and greenways; enhancement of Corridor quality of life through the long-term restoration and reclamation of mined sites; and enhancement of mobility through capital project development and new design alternatives.

Plan implementation requires private sector and intergovernmental cooperation since multiple government entities are responsible for the various aspects of transportation, natural resource conservation, and environmental protection in the Corridor. The Corridor Plan is designed to improve collaboration at the regional and local level, and to enhance the knowledge and understanding of the valuable resources of the Colorado River.

Exhibit 1: Recommended Plan Amendments

Exhibit 2: Web Site Analytics

STAFF RECOMMENDATIONS:

Staff recommends the Colorado Corridor Concept Plan adoption with recommended amendments (Exhibit 1). The final approved document will be updated and posted to the County web site.

ISSUES AND OPPORTUNITIES:

Planning involves a certain amount of risk taking. When we engage in planning, we are attempting to shape the future in some desired way, but there can never be an assurance that planning will achieve what we hope it will achieve. We are continually aware of the possibility of failure. The risk elected officials take with specific planning initiatives are obvious and should not be underestimated.

IMPLEMENTATION

A single project or action rarely transforms a community. To be the best it can be, to create an identity and sense of place, the plan calls for sophisticated strategies, a call for actions and initiatives on a number of different fronts and in different geographic areas.

The plan is intended to be used as the basis for making choices. It's about where development should and should not occur, and about the types of development that are appropriate in different areas. There is little doubt, in this day and age, that we will have to be extremely creative and enterprising in identifying sources of public and private funding to implement the plan, and in coming up with innovative way for paying for proposed projects and improvements.

COURT SUPPORT and COMMITMENT

One of the most important ingredients for the Corridor plan is for the community to believe that planning matters, which taking the time to try to think through and envision the kind of places we want our communities to be in the future is important, and that time spent developing plans aimed at fulfilling our aspirations is not wasted. If we are skeptical about the likelihood that projects and improvements envisioned in plans will ever be realized, we are much less likely to take planning seriously. When we don't take the plans we prepare seriously, we undermine the ability of planning to bring about positive change. An inability to believe in planning, and in the possibilities for translating plans into reality, can become a major impediment to successful planning. The plan outlines several strategies to be implemented over the next two years, strategies that are ongoing and more longer term items that may not be addressed for five years or more. It is our hope to be able to look back in twenty

years and realize that something outstanding has been accomplished by this planning effort, something greater than we thought possible at the outset.

CITY OF AUSTIN

City of Austin Watershed Protection Department staff provided a briefing of the draft Colorado River Corridor Plan to the Environmental Board August 17, 2011. The Board recommended the adoption of the plan. COA staff provided a briefing to the Planning Commission on October 11, 2011. The Planning Commission recommended that a briefing also be provided to the Zoning and Platting Commission, the Waterfront Advisory Board, and the Parks Board. COA staff provided a briefing to the Zoning and Platting Commission on November 1, 2011, to the Waterfront Advisory Board on November 14, 2011, and to the Parks Board on December 6, 2011. Staff provided a memo to the City Council summarizing the Colorado River Corridor Plan, and advising them of the proposed schedule for adoption by the Travis County Commissioner's Court.

THE PLAN

The Colorado River Corridor Plan (Corridor Plan) builds upon the extraordinary assets of corridor to address short, medium and long term transportation, parks, and environmental needs. The Corridor Plan integrates the civic qualities of parks and greenbelts and urbanized vibrancy throughout the corridor. It aims to create locations for future cultural destinations, introduce a mix of uses, revitalize mineral extraction areas, establish a new "eco-corridor" and transform the corridor's experience.

The Corridor Plan presents a vision that accommodates new development while protecting the character and environmental quality of the Corridor. New urban areas are sited along major highways (SH 130, SH 71, FM 973 and FM 969 nodes). This relationship is aligned with the CAMPO 2035 "activity centers" concept.

Transportation corridors in the Corridor Plan have been developed with new multi-modal mobility opportunities that currently do not exist within the Corridor. Roadways that accommodate bikes lanes and sidewalks and a regional trails network are proposed to seamlessly connect throughout the area. People living and raising families within the Corridor will find it an inviting place to live, work, and shop, while still moving motorists, cyclists and pedestrians throughout the Corridor.

It is envisioned that transit will be fully integrated within the Corridor and have connectivity to the Austin Bergstrom International Airport and the City of Austin's future Urban Rail stations. Congested roadways are planned to be improved and new connectivity created. FM 969 will become a focal "rural parkway" providing mobility as well as highlighting the visual character of the Colorado River Corridor.

Arterials that front along greenways will take advantage of the rural character that defines the Corridor. New connectivity is also highlighted in the Concept Plan, especially from residential areas east of SH 130. For example, new connections from Austin's Colony to FM 973 are planned as well as a new regional arterial that crosses the Colorado River connecting FM 969 with SH 71.

The envisioned corridor-wide parks and greenway system – centered on the Colorado River, Onion Creek, Gilleland Creek, and other smaller creeks – weaves together developed and undeveloped lands. The intent is to provide the growing population of the corridor with opportunities to enjoy recreational and natural resources close to where they live and to mitigate the environmental impacts of increased impervious cover in watersheds. Recreational facilities will be built at destination parks; boat ramps will be constructed at FM 973 and SH 130 river crossings and at the confluence of Onion Creek with the Colorado River; and long distance hike and bike trails will be developed along the length of the linear greenways. Bottomland woods, grasslands, and wetlands will serve to capture and filter stormwater, recharge ground water, and mitigate flood damage.

With these land patterns, new transportation opportunities, and corridor-wide parks and greenway system, people living and raising families within the corridor will find it an inviting place to work, live, and shop.

The foundation of the Corridor Plan is the analysis of the following key elements outlined below:

1. Land Use
2. Drinking Water and Well Water
3. Transportation
4. Water Quality and Stormwater
5. Parks and Land Conservation

1. LAND USE

The Corridor Plan evaluated over 30,000 acres and 32 Colorado River miles. The current population in the corridor approximately 10,000 with anticipated population growth over 30,000 by 2035. This is double the CAMPO 2035 projected increase of 10,000.

The most dominant land uses in the corridor are mining (resource extraction) estimated at 11,296 acres. TCAD does not list mining operations within a specific land use category; however, there are 6,549 acres of active and inactive mining operations.

The area is experiencing increased residential development. Current residential land area is 2,927 acres.

The conflict between these land uses (noise, traffic, visual impacts, etc.) is likely to continue in the near future as more residential and mining activity are planned in the corridor.

The area in around ABIA within the corridor is heavily impacted by the airport noise contour overlay. Land in this area is being actively purchased or mitigated by the City of Austin. There is a potential to work with the City to develop proper land use control in this area that increases open space and "re-brands" the front door to our city for many tourists and residents.

There is opportunity to plan the progression of land uses. Reclamation of 2,130 acres along SH 130 has been announced by TXI, known as Rio de Vida, the area is expected to have a population of 12,000 to 16,000. These new uses can be anticipated to need orderly transition to accommodate transportation, parks, and storm water facilities. Over half of the acres are proposed to be set aside for green space.

There is opportunity to reduce total greenhouse gas emissions by improving bike and pedestrian infrastructure, incentivizing the growth of the number of bicycle and pedestrian commuters, create highly walkable pedestrian-only areas, and introduce new innovative forms of public space such as community gardens, wind energy, and underpass parks.

Rio de Vida and the Water's Edge developments have potential for future City of Austin annexation.

2. DRINKING WATER and WELL WATER SUPPLY

Private wells in the Corridor are numerous and the ability to quantify the quality, exact quantity and map the location of these wells has improved as part of the study.

There is an opportunity through the infrastructure planned for future development (ie., Rio De Vida, Water's Edge, Austin Colony) projects to increase the water, electric and wastewater services in the area.

The County/City/LCRA joint support for establishing baseline well water data in the corridor is underway.

There is opportunity to leverage existing grey water infrastructure to improve water efficiency measures and use of appropriate plant species in public landscapes, enable greywater reuse for landscapes.

3. TRANSPORTATION

Expanse and flood plain of Colorado River limits number of potential crossings and north/south connectivity. Flood Plain crossings drive transportation costs up. Mining lands will preclude potential of a robust roadway network, and extraction methods and material movement will mix industrial and residential traffic.

The Corridor relies heavily on two roadways, FM 969 and SH 71, for access and mobility; these same highways provide mobility to developing areas north and south of the Corridor as well as Bastrop County.

Limited public transit service is provided by Capital Area Rural Transportation Service.

CAMPO's 2035 future land use traffic modeling may have under estimated traffic demands.

Improvements are planned for FM 973 and FM 969, and additional roadway connections were approved in the 2011 Bonds for Gilbert Lane.

There is opportunity to provide major regional north/south arterial connectivity from SH 71 East to the north by providing an additional Colorado River crossing.

There is opportunity to provide a significant amount of hike, bike, and pedestrian facilities along roadways and greenways helping to reduce vehicle trips.

4. STORMWATER AND WATER QUALITY

Of the 30,500 Acres in the corridor approx. 13,000 Acres currently lie within the 2008 FEMA 100 year floodplain.

Floodplain reclamation and modification standards that "retain the integrity of in stream channel stability and ecology, protect riparian areas and minimize damage to the physical and biological characteristics of such areas" need to be considered for land in the corridor.

Water Quality Protection Zones can provide linear spaces that can be incorporated into a comprehensive trail and greenway system.

There is opportunity with the resource extraction process to provide topographic relief that presents opportunities for various micro climates that foster various plant and wildlife development.

There is opportunity for parks to capture and store water, turning them into green water treatment systems.

There is opportunity for the increases use of bioswales near transportation systems and add permanent green corridors.

5. PARKS AND LAND CONSERVATION

The Corridor Plan adds to on the County's initiative to build greenways along Onion and Gilleland creeks beginning in 2005 with voter-approved bond funds.

A funding of land acquisition in the Corridor was approved in the Fall bond election program.

Historically, initiatives for land conservation for non-park purposes in the Corridor and eastern Travis County have not been aggressive. The 2011 Texas State Legislature has given the County new authority to purchase conservation easements. The Corridor is a candidate for the use of this conservation program.

Both the City and the County are exploring improved creek protections that will strengthen opportunities for greenway systems.

The provision of an attractive physical environment, including parks for residents and visitors, as well as providing necessary services and facilities, will attract new residents and businesses to the area.

There is opportunity to develop resiliency plans for the plant and animal life within parks and greenways including the introduction of wildlife corridors and drought-tolerant plants.

Web Site Analytics

Staff has maintained a robust web site with regards to the plan's development. Exhibit 2 provides analytics of the web sites use. Regarding some terminology within the Google Analytics report on website traffic for the CRCP web pages: 'Bounce' rate is the percentage of people whose only interaction with the site is the page in question. If user follows a link from anywhere else within the Travis County website they are not included in the 'Bounce' rate. The 'Bounce' rate for the CRCP web pages is very high – 71% of people who visit the front page go 'back' after they view it or close their browser. 'Exit' rate is the percentage of visitors who quit interacting with the site at the page in question, and is inclusive of users who 'bounce'.

Evaluating the high 'bounce' rate as it correlates to the average time a user spends on the site shows us that the most common user path through the CRCP page is as follows: a user directly accesses the CRCP page which contains the information they

are seeking. They read that page at length, and then they leave. This is a positive experience.

FISCAL IMPACT AND SOURCE OF FUNDING:

None

REQUIRED AUTHORIZATIONS:

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

CC:

Anna Bowlin	Development Services	TNR	854-7561
Jon White	Natural Resources	TNR	854-7212
Christy Moffett	CDBG Senior Planner	HHS/VS	854-3460
Betty Voights	Executive Director	CAPCOG	916-6000

: :

0101 - Administrative -

EXHIBIT 1 Colorado Rivers Corridor Plan

April 30, 2012

RECOMMENDED DRAFT PLAN AMENDMENTS

Plan Narrative

1. Page 18. Second paragraph. Delete ~~Of these providers, the City of Austin and Hornsby Bend are the only retail providers from surface water sources.~~ Insert Of these providers, two primarily obtain water from surface water sources. The City of Austin obtains drinking water from storage in Lake Travis and Hornsby Bend diverts water from the Colorado River.
2. Page 20. Under Opportunities include statement: As a part of implementation, planners could look at the viability of projects to enhance aquifer recharge.
3. Page 27. Under Inadequate Road Capacity add bullet: Truck traffic from the mining project exacerbates the inadequate road capacity. This negatively affects local residents and commuters by contributing to traffic congestion and extended travel times.
4. Page 27. Under Safety, revise sentence: The mix of local traffic, commuting traffic and ~~through truck traffic along FM 969 is another major challenge within the Corridor.~~
5. Page 47 Parks and Greenways Objective, change strategy: Provide opportunities for the community to vote for funding of land acquisition of critical lands along the river" to 5-15 time frame. Voters approve an initial level of funding in November 2011.
6. Page 51. Mobility Objective, delete safety strategy: ~~Construct two left turn lanes at Hunters Bend Road to FM 969. Work has been completed by TXDOT.~~
7. Page 51 Mobility Objective, delete safety strategy: ~~Seek funding to provide alternative collector access to Hornsby-Dunlap Elementary School and Dailey Middle School~~ Approved by voters in November 2011.
8. Page 53. Bicycles/Ped Objective delete strategy: ~~Seek funding to complete sidewalk gap along Hunters Bend Road from Austin Colony to Red Tails. Approved by voters in November 2011.~~

Colorado River Corridor Concept Plan, Page 40

1. Remove pathway shown adjacent to the Travis County Jail.
2. Add a future pathway along SH 130 to connect to SH 71 East.
3. Add a future transit node at Harold Green Rd and SH 130.
4. Amend to reflect the proposed land use intensity shown on page 22. In the body of the CRCP, page 22, there is a section titled Existing Transportation System which contains a map labeled Development. This map shows Subdivisions, Preliminary Plats and Emerging Developments.
5. Amend to show the approved unrecorded final plat for Austin's Colony Phase V Section 3. A future rural arterial (Deaf Smith Blvd.) is aligned through this plat. Travis County will be required to negotiate with the owner to amend the ~~unrecorded~~ final plat to accommodate the alignment of the future arterial.
6. Amend to show Future Arterial C as a Rural Arterial (light blue). Amend Concept Plan to show future Arterial C north of Hunters Bend Road offset from Arterial C south of Hunters Bend Road. Alignment of Arterial C south of Hunters Bend Road remains as shown on Concept Plan Amend Arterial C north of Hunters Bend Road to follow existing Hallday Avenue and extend northward to terminus at FM 969. Travis County will be required to negotiate with the owner Austin's Colony Phases 6A and 6B to accommodate the future alignment of Arterial C north of Hunters Bend Road.
7. Amend to show the approved preliminary plat for Austin's Colony Phases 6, 7, 8, 9, 10, 11, 12 and 13. Amend alignment of Deaf Smith Blvd to reflect alignment in Austin's Colony Phases 9, 10, 11 and 12. Amend Concept Plan to terminate Deaf Smith Blvd. at future Arterial C. Delete section of Deaf Smith Blvd. from Future Arterial C

EXHIBIT 1

Colorado Rivers Corridor Plan

April 30, 2012

to Dunlap Rd. North. See Community comment for #162 for alignment through Austin's Colony Phase V Section 3.

8. Amend to show current alignment of Austin Colony Secondary Access project that was included in 2011 voter approved bond election. Amend extension of Sandifer Street to parallel Elm Creek flood plain. A roadway parallel to the floodplain visually integrates the greenspace into the neighborhood and puts more eyes on the greenway users which improve safety. Also, amend roadway classification of future Sandifer Street extension from Minor Arterial to Neighborhood Collector (green).

With limited options for east/west connectivity to FM 973 and expected high volumes of traffic connecting to work destinations in the Urban Core, Transportation and Natural Resources staff have identified the need to study the use of roundabouts as a traffic safety measure to calm traffic. As plans develop for Rio de Vida, future collector level intersections would offer an opportunity apply this traffic calming technique especially for collector intersections west of Austin's Colony subdivision.

9. Amend to show separate park parcels along the Colorado River, 1) City of Austin Parcel and 2) Austin Colony Home Owners Association (HOA) parcel.

http://www.co.travis.tx.us/default.a...
 www.co.travis.tx.us [DEFAULT]

Pages

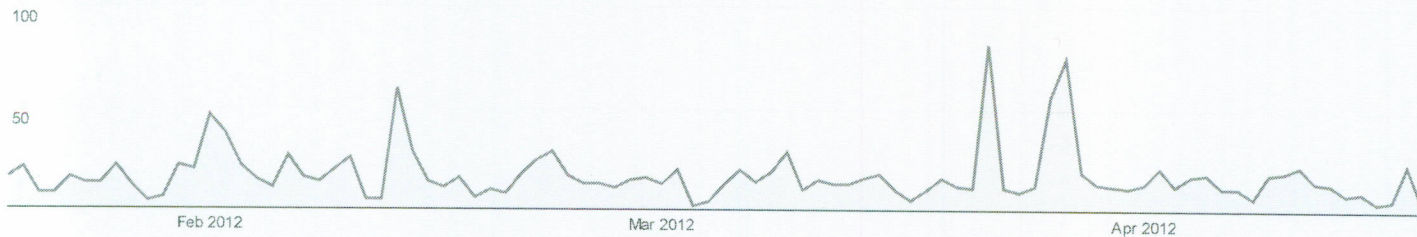
Jan 19, 2012 - Apr 19, 2012

100.00% of total pageviews

Explorer

Site Usage

Pageviews



Pageviews

1,568

% of Total: 0.06% (2,773,701)

Unique Pageviews

1,232

% of Total: 0.06% (2,000,151)

Avg. Time on Page

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Site Avg: 00:02:03 (156.09%)

Bounce Rate

71.39%

Site Avg: 54.90% (30.05%)

% Exit

56.89%

Site Avg: 39.50% (44.01%)

This data was filtered with the following filter expression: crcp

Page	Pageviews	Unique Pageviews	Avg. Time on Page	Bounce Rate	% Exit
1. /tnr/CRCP/default.asp	755	572	00:13:50	78.46%	75.63%
2. /tnr/crcp/default.asp	387	318	00:01:21	52.17%	32.04%
3. /TNR/crcp/draft_plan.asp	209	170	00:03:34	58.62%	52.15%
4. /tnr/crcp/map.asp	89	70	00:02:44	50.00%	44.94%
5. /tnr/crcp/draft_plan.asp	44	34	00:03:40	62.50%	45.45%
6. /tnr/crcp/about_the_plan.asp	37	25	00:01:37	36.36%	35.14%
7. /TNR/crcp/default.asp	22	20	00:02:22	50.00%	36.36%
8. /tnr/crcp/crcp_meetings.asp	16	14	00:00:42	0.00%	25.00%
9. /404.html?page=/crcp&from=	1	1	00:00:00	0.00%	0.00%
10. /404.html?page=/TNR/crcp/draft_plan.asp&from=	1	1	00:00:01	0.00%	0.00%

Rows 1 - 10 of 17



Travis County Commissioners Court Agenda Request

Meeting Date: May 15, 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

5/15/2012

AMENDMENTS

BA#	Project Code	FUND	DEPT/DIV	ACT	ELM/ OBI	Dept.	Line Item	Increase	Decrease	Pg #
A1		001	0850	518	0701	Tax	Reg.Sal.-Perm Empl		\$ 3,888	1
		001	0860	518	0701	Tax	Reg.Sal.-Perm Empl		\$ 3,887	
		001	1405	525	6099	Facilities	Other Purchased Serv	\$ 7,775		
A2		517	9800	981	9892	Reserves	CO Allocated Reserves		\$ 868,988	9
	KLAV03	517	1405	801	3001	Facilities	Office Equip,Furn & Supp	\$ 305,000		
	KLAV03	517	1405	801	8105	Facilities	Buildings	\$ 563,988		
A3		001	9800	981	9892	Reserves	Allocated Reserves		\$ 51,743	13
		001	4945	631	0701	TNR	Reg.Sal.-Perm Empl	\$ 12,341		
		001	4945	631	0801	TNR	Reg. Sal.-Temp Empl	\$ 19,204		
		001	4945	631	2002	TNR	FICA Tax-OASDI	\$ 1,956		
		001	4945	631	2003	TNR	Hospitalization	\$ 2,784		
		001	4945	631	2004	TNR	Life Insurance	\$ 29		
		001	4945	631	2005	TNR	Retirement Contribution	\$ 3,028		
		001	4945	631	2006	TNR	Worker's Compensation	\$ 609		
		001	4945	631	2007	TNR	FICA Tax-Medicare	\$ 457		
		001	4945	631	3001	TNR	Office Equip,Furn & Supp	\$ 55		
		001	4945	631	3011	TNR	Bldg Maint Eq/Supp	\$ 480		
		001	4945	631	3014	TNR	Paint, Painting Eq & Supp	\$ 200		
		001	4945	631	3015	TNR	Other General Hardware	\$ 165		
		001	4945	631	3031	TNR	Custodial,Laundry,Cleang	\$ 500		
		001	4945	631	3035	TNR	Clothing, Uniforms	\$ 585		
		001	4945	631	3041	TNR	Recreational Equip/Supp	\$ 480		
		001	4945	631	3043	TNR	Yards,Grounds,Ag Eq/Supp	\$ 4,720		
		001	4945	631	3055	TNR	Law Enforcement Eq/Supp	\$ 500		
		001	4945	631	3061	TNR	Road/Hwy Eq/Supp	\$ 250		
		001	4945	631	4801	TNR	Utilities	\$ 2,000		
		001	4945	631	5004	TNR	Reprs-Bldg Struct/Equip	\$ 1,400		
A4		001	9800	981	9891	Reserves	CAR Reserve		\$ 42,283	13
		001	4945	829	3001	TNR	Office Equip,Furn & Supp	\$ 3,783		
		001	4945	829	8043	TNR	Yards,Grounds,Ag Eq/Supp	\$ 38,500		



PLANNING AND BUDGET OFFICE

TRAVIS COUNTY, TEXAS

700 Lavaca, Ste. 1560
P.O. Box 1748
Austin, Texas 78767

MEMORANDUM

TO: Members of Commissioners Court

FROM: Aerin-Renee Toussaint, Budget Analyst

DATE: May 7, 2012

RE: Request to transfer funds from Tax Office personnel items to Facilities Management for Workstation Modifications in FY 12.

Two handwritten signatures are present. The first signature is on the left, appearing to be "Aer" followed by a stylized flourish. The second signature is on the right, appearing to be "Renee" followed by a stylized flourish.

The Tax Office is requesting approval to transfer \$7,775 to the Facilities Management Department for the reconfiguration of the department's administrative area. The cost will be internally funded using temporary salary savings. PBO confirms that the Tax Office is meeting the prorated amount of its \$123,776 of budgeted permanent salary savings for the first half of the fiscal year. The department will have approximately \$9,200 of temporary salary savings remaining after this purchase. Temporary salary savings totaling \$58,551 were previously approved to be applied to computer purchases for the Motor Vehicle Division of the Tax Office.

The Tax Office states that it desires to modify their administrative office space to alleviate noise issues and distractions that are disturbing employees, hampering workflow, and presenting potential security problems. The attached departmental memo describes the issues the office is attempting to remedy with this request.

The Tax Office plans to execute this project in the current fiscal year and is not including it their FY 13 budget request because this is a one-time project and the department has sufficient temporary salary savings to carry out the project at this time. The department wishes to expedite the project to solve work disruptions and security issues.

The Tax Office has worked with Facilities Management Department to create scenarios that will provide for the administrative desks to face the opposite direction, creating a natural barrier and effectively blocking sound and traffic from the offices. The existing solid cubicle structures will also be exchanged for glass cubicle partitions, which will allow staff and customers better access to each other.

PBO recommends approval of this request.

cc: Leslie Browder, County Executive, PBO
Tina Morton, Travis County Tax Assessor-Collector
Leroy Nellis, Jessica Rio, PBO
Dee Lopez, Tax Office
Kim Nguyen, FMD



**TRAVIS COUNTY TAX ASSESSOR-COLLECTOR
VOTER REGISTRATION DIVISION**

5501 Airport Blvd. PO Box 1748 Austin, TX 78767-1748
Tel: (512) 854-9473 Fax: (512) 854-4840
www.traviscountytax.org

May 7, 2012

MEMO TO: Aerin Toussaint, PBO

FROM: Dee Lopez, Tax Office *dl*

RE: Temporary Salary Savings to Reconfigure Tax Administration Area

This memo serves as a request to use temporary salary savings to reconfigure the work stations in the Tax administrative area. The reconfiguration of workstations will provide a better work environment by reducing noise levels and provide a secure work place. Please note that this project will be internally funded with temporary salary savings.

A design layout is attached showing the existing and proposed final plan. (See Attachment A) In the existing layout of the workstations, staff does not have immediate access to their customers. There are blind spots whereby customers cannot see administrative staff and vice versa. Customers often proceed to non-secure areas of the Tax office seeking assistance. This has caused security concerns as customers (and their families/children) are entering private offices and other secure areas undetected.

In addition, the noise level is increased as customers are waiting in unattended areas for the next staff member to assist them. The increased noise level interferes with communication at work, concentration of work assignments, and health effects such as stress. The proposed final workstation layout provides a secure environment for customers and staff while decreasing noise levels.

I have received bids from Workplace Resource and Titus to reconfigure three existing workstations and the total cost does not exceed \$7775. (See attachment B and C)

Please feel free to contact me at 49203 for additional information.



Date: 4/2/2012

**TRAVIS COUNTY
TAX OFFICE RECONFIGURATION
US COMMUNITIES AG0607
LEAD TIME 4-6 WEEKS
QUOTE #02120066**

Item	Qty.	Product	Unit	Extended
1	1	G6120.48NS +Task Light,E.E.,No Dim,AO/Pros/Etho/Canvas,Canada 48W	\$114.84	\$114.84
2	2	Surface Finish MT +medium tone A0215.34 +Draw Rod 34H	\$7.92	\$15.84
3	1	A3352.1348 +Flip Dr Unit,B-Style Fab,W/Lock 13D 48W 15-1/2H	\$193.68	\$193.68
4	1	Lock Option KD +keyed differently Case Finish MT +medium tone Door Finish 4N +horizon-Pr Cat 2 4N_Colors 15 +horizon elderberry A1276.53H +Fin End,Stacking 53H	\$30.60	\$30.60
5	4	Surface Finish MT +medium tone Cable Management Finish MT +medium tone A1271.67H +Fin End 67H	\$20.16	\$80.64
6	2	Surface Finish MT +medium tone Cable Management Finish MT +medium tone A1230.67H +Conn,3-Way 90 Deg Hard 67H	\$87.12	\$174.24
7	1	Surface Finish MT +medium tone Cable Management Finish MT +medium tone A1218.14 +L-Conn,Stacking,Chg of Ht or End of Run,14H	\$15.84	\$15.84
8	1	A1217.14 +L-Conn,Stacking	\$15.84	\$15.84
9	1	A1214.14 +T-Conn,Stacking	\$15.84	\$15.84
10	1	A1169.1442 +Stacking Panel,Glass,42W	\$290.88	\$290.88
		Frame/Trim/Top Cap Finish MT +medium tone		

Page 1 of 3

Workplace Resource
1717 West 6th Street, Suite 190
Austin, TX 78703
PH: 1-800-580-3000

Workplace Resource
4400 NE Loop 410, Suite 130
San Antonio, TX 78218
PH: 1-800-486-6011

Workplace Resource
7884 Office Park Blvd., Suite 130
Baton Rouge, LA 70809
PH: 1-800-580-3000



Date: 4/2/2012

**TRAVIS COUNTY
TAX OFFICE RECONFIGURATION
US COMMUNITIES AG0607
LEAD TIME 4-6 WEEKS
QUOTE #02120066**

Item	Qty.	Product			Unit	Extended
11	1	A1169.1430	Glass Finish	TR	+clear	\$223.56
		+Stacking Panel,Glass,30W				\$223.56
12	1	A1120.6742N	Frame/Trim/Top Cap Finish	MT	+medium tone	\$254.16
		+Panel,Fabric Npwr 67H 42W	Glass Finish	TR	+clear	\$254.16
13	1	A1120.6724G	Trim/Top Cap Finish	MT	+medium tone	\$242.64
		+Panel,Fabric Pwr 4-Circ W/Com Pt Lc 67H 24W	Cable Management Finish	MT	+medium tone	\$242.64
			Surface Finish Side 1	4N	+horizon-Pr Cat 2	
			4N_Colors	15	+horizon elderberry	
			Surface Finish Side 2	4N	+horizon-Pr Cat 2	
			4N_Colors	15	+horizon elderberry	
14	1	A1120.3942G	Trim/Top Cap Finish	MT	+medium tone	\$245.16
		+Panel,Fabric Pwr 4-Circ W/Com Pt Lc 39H 42W	Cable Management Finish	MT	+medium tone	\$245.16
			Surface Finish Side 1	4N	+horizon-Pr Cat 2	
			4N_Colors	15	+horizon elderberry	
			Surface Finish Side 2	4N	+horizon-Pr Cat 2	
			4N_Colors	15	+horizon elderberry	
15	1	A1120.3930G	Trim/Top Cap Finish	MT	+medium tone	\$215.64
		+Panel,Fabric Pwr 4-Circ W/Com Pt Lc 39H 30W	Cable Management Finish	MT	+medium tone	\$215.64
			Surface Finish Side 1	4N	+horizon-Pr Cat 2	
			4N_Colors	15	+horizon elderberry	
			Surface Finish Side 2	4N	+horizon-Pr Cat 2	
			4N_Colors	15	+horizon elderberry	
16	1	SA457160	Trim	MT	+medium tone	\$1,037.88
		**AO2 Rolling Door, 67x42, Thick Base, Fabric to 38H Translucent Ribbed	Base	MT	+medium tone	\$1,037.88
		Plastic Upper, Lock	Fabric	4N	+horizon-Pr Cat 2	

Page 2 of 3

Workplace Resource
1717 West 6th Street, Suite 190
Austin, TX 78703
PH: 1-800-580-3000

Workplace Resource
4400 NE Loop 410, Suite 130
San Antonio, TX 78218
PH: 1-800-486-6011

Workplace Resource
7884 Office Park Blvd., Suite 130
Baton Rouge, LA 70809
PH: 1-800-580-3000

4



Date: 4/2/2012

**TRAVIS COUNTY
TAX OFFICE RECONFIGURATION
US COMMUNITIES AG0607
LEAD TIME 4-6 WEEKS
QUOTE #02120066**

Item	Qty.	Product	Unit	Extended
17	1	SA278443 4N_Colors 15 +elderberry **Threshold/Track Assembly for AO2 42w Rolling Door, Thick Base	\$360.00	\$360.00
18	1	DESIGN Design Service	\$780.00	\$780.00
19	1	INSTALL Labor to tear down (3) AO2 stations & reinstall (3) stations using existing & new product per print; field modify (1) existing surface. Excess to go to on site storage, Normal business hours.	\$1,690.00	\$1,690.00
Total:				\$5,997.28



Estimate Form

509 W 11th St.		Austin, TX 78664		Phone: (512) 854-4998		Fax: (512) 854-9711	
March 28, 2012				Category:		routine	
Memo to:	Name:	Luis Ortiz		Agency:	Travis County, ITS		
From:	Name:	Tony Marini		Agency:	Titus Systems, LP		
Location:	Bldg:	airport Tax		Address:			
ID:	Work Order #:	673048					
Contact:	Name:	Dolores Lopez	Phone:	8549203	E-Mail:	dee.lopez@co.travis.tx.us	
Scope:	<p>The TAX/ADMIN area is moving/relocating cubicles, need an estimate to reroute cables to new configuration. Contact Doris Lopez for detail information on cubicle location. EXT # 4-9203. Titus will relocate the existing cable from the existing furniture locations to the walls and reterminate them so that they can be used in the future and we will install new SIOs in the new furniture location. This work is to be completed during normal business hours. Any change to the above scope will require a new estimate.</p>						

Description	Quantity	Unit Price	Total
264 Installation of 66-Block with Bracket	1	34.43	34.43
003 One (1) Category 5e dual data and one (1) Category 3 single voice outlet	2	498.31	996.62
101 Relocation of Data, Voice, Video, PA system or Intercom system Indoor Cabling:	9	82.50	742.50
0		0.00	0.00
Total:			\$ 1,773.54

Budget Adjustment: 32532

Fyr _ Budget Type: 2012-Reg

Author: 8 - PFERTNER, KATHLEEN

Created: 5/7/2012 4:52:29 PM

PBO Category:

Court Date: 5/15/2012

Dept: TAX COLLECTOR

Just: InterDpXfr

project for admin layout

From Account	Acct Desc	Project	Proj Desc	Amount
001-0850-518-0701	REG SALARIES-PERMNT EMPL			3,888
001-0860-518-0701	REG SALARIES-PERMNT EMPL			3,887
				7,775
To Account	Project			Amount
001-1405-525-6099	OTHER PURCHASED SERVICES			7,775
				7,775

Approvals

Dept

Approved By

Date Approved

Originator

8

KATHLEEN PFERTNER

5/7/2012 4:55:30 PM

 Die n May 9, 2012



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: May 6, 2012

RE: Request by Facilities Management Department (FMD) for additional funding as requested by HS&A for the ground, 1st and 2nd Floors Renovation at 700 Lavaca

Facilities Management has forwarded a request from HS&A for funding to allow for the completion of the renovation of the lower level, 1st and 2nd Floors of 700 Lavaca. This part of the overall renovation work at 700 Lavaca is being overseen by HS&A. HS&A is requesting \$868,988 in funding that was initially discussed with Commissioners Court on April 12, 2011. PBO is recommending that the funding come from the CO Fund 517 Allocated Reserve. Fund 517 has been used for 700 Lavaca renovation and improvements and funds for this project were earmarked last year.

700 Lavaca Funding History

In FY 10, Commissioners Court purchased 700 Lavaca for \$62,511,624. From FY 10 through today, Commissioners Court has approved funding for due diligence repairs, renovation, energy efficiency upgrades, core building and parking garage improvements, FFE, and associated project management, specialized consulting, and other fees totaling \$31,285,379. Of that amount, \$2,207,900 related to energy efficiency upgrades was funded by a federal grant from the U.S. Department of Energy.

This request is for an additional \$868,988 for work on the lower level, 1st and 2nd floors of the building. In addition, there is a budget request from FMD for funding in FY 13 of \$1,754,409 for renovation work and furniture for departments moving to the 7th and 10th floors and for a chiller and generator needed to accommodate the BEFIT server room and IDF and security closets. FMD has also identified a placeholder amount of \$348,826 for additional security that may be needed, not including any additional staff. There is also a FY 13 budget request from Records Management (RMCR) for additional costs related to A/V equipment. Finally, once the 9th, 13th and 14th floors become available for county occupancy, an estimated \$2,395,296 will be needed after FY 13 to renovate those floors. This figure does not include any new furniture that may be needed or an inflation factor.

HS&A Request

On April 12, 2011, Commissioners Court heard from HS&A about the need for an additional \$600,000 for the construction and equipping of a lower level cafeteria which was not


contemplated at the time that HS&A was hired by Court to manage the 700 Lavaca ground floors project, and \$268,988 in contingency. At the time, the Commissioners Court was advised that these two amounts would be available in the CO Fund 517 Allocated Reserve in FY 12. HS&A will be available to answer any specific questions on this budget request on Tuesday, May 15th. Attached is a memo from HS&A to FMD outlining some of the project costs that are currently unfunded.

The current balance of the CO Fund 517 Allocated Reserve available is \$1,345,197. If this request is approved, the balance will drop to \$476,209. PBO concurs with this request.

cc: Leslie Browder, County Executive
Jessica Rio, Travis Gatlin, PBO
Roger El Khoury, Ken Gaede, John Carr, Amy Draper, FMD
Cyd Grimes, Richard Villarreal, Purchasing Office



REQUEST FOR BUDGET MODIFICATION

DATE: 04/25/2012
TO: MR. KEN GAEDE
FACILITIES MANAGEMENT DEPARTMENT
P.O. BOX 1748, AUSTIN, TEXAS 78701
FROM: BILL MCCANN 
SUBJECT: 700 LAVACA PROJECT
PROJECT BUDGET – UPCOMING REQUISITION REQUIREMENTS

It is our understanding that due to an upcoming accounting software system migration, TCFMD needs advance notice to ensure that project funds are in place to pay for anticipated project costs beyond those currently contemplated in existing contracts. I have listed below HS&A's best estimate of in budget, project costs that will require requisitioning between now and July 1st.

- \$450,000 for Project Furniture including new furniture purchased on contract, new custom furniture and moving expenses associated with existing furniture moves from both the Grainger Building and from within 700 Lavaca
- \$69,000 for Current Pending Change Estimates
- \$75,000 for Currently unknown changes based on previous expenditure history
- \$60,000 for UPS equipment for IDF Rooms located on the first and second floors
- \$35,000 for enhanced signage, branding and way-finding
- \$85,000 for additional A.V. and Video Conferencing Equipment for building amenity conference rooms

We are assuming that the costs associated with providing a back-up generator for TCITS during the Project's scheduled May 5th building wide power shut down will be funded by TCITS in keeping with Joe Harlow's e-mail of April 17th (see attached).

These are our best estimates. Exact amounts are likely to change. As you know, until the project is 100% complete, there is always the possibility of discovering a previously unforeseen condition that could carry extraordinary costs. Whatever can be done to fund our Project Budget to the Court – approved amount of \$10,999,240 would be greatly appreciated.

Please call if you have any questions. Thank you.

Budget Adjustment: 32546

Fyr _ Budget Type: 2012-Bonds

Author: 14 - DRAPER, AMY

Created: 5/9/2012 7:40:17 AM

PBO Category: Amendment

Court Date: May 15, 2012

Dept: RESERVES

Just: Other

Transfer funds from Reserve to 700 Lavaca project, LL - 2

From Account	Acct Desc	Project	Proj Desc	Amount
517-9800-981-9892	ALLOCATED RESERVES			868,988
				868,988
To Account		Project		Amount
517-1405-801-3001	OFFICE EQUIP,FURN, & SUPP	KLAV03	700 LAVACA STREET RENOVAT	305,000
517-1405-801-8105	BUILDINGS	KLAV03	700 LAVACA STREET RENOVAT	563,988
				868,988

Approvals	Dept	Approved By	Date Approved
Originator	14	AMY DRAPER	5/9/2012 07:40:27 AM
DepOffice	14	AMY DRAPER	5/9/2012 07:40:31 AM
DepOfficeTo	14	AMY DRAPER	5/9/2012 07:40:33 AM

- Daranie 5/9/12
 [Signature] May 9, 2012




PLANNING AND BUDGET OFFICE

TRAVIS COUNTY, TEXAS

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

MEMORANDUM

TO: Members of Commissioners Court

FROM: Diana A. Ramirez, Sr. Budget Analyst 

DATE: May 6, 2012

RE: Request by Transportation and Natural Resources (TNR) for Funding from the Allocated and CAR Reserves for Operating Costs Related to the Opening of Phase III of Northeast Metro Park

During the FY 12 budget process, Commissioners Court approved two earmarks related to the opening of Phase III of Northeast Metro Park: a \$137,421 earmark on Allocated Reserve and a \$38,500 earmark on CAR Reserve. The earmarks were for additional staff and capital required to operate and manage the additional amenities provided by Phase III this summer, which includes a 41,450 square foot skate park, a spray/splash park, and covered picnic areas that can be rented for special events.

Last year's original request included funding for three Parks Maintenance Workers and associated operating budget as well as two personnel carriers and a portable spray washer. Now that the new amenities are scheduled to open on July 1, 2012, TNR has updated its request to better reflect the needs.

The major change to the request is that instead of asking for three Parks Maintenance Workers (3 FTE), TNR is requesting one parks supervisor and temporary salary funds for seasonal parks workers. TNR is asking to hire staff by June 1, 2012. NE Metro Park currently has one Supervisor II overseeing the daily operations and maintenance of this large facility. Existing park amenities include 18 soccer/multi-use fields and eight baseball fields. With the new amenities, this park will be open 16 hours/day, 365 days a year and therefore TNR does not believe it is feasible for one person to manage this daily workload. PBO has reviewed this request and concurs with TNR's changes.

The other change to the request is comprised of a request for a PC and telephone for the Supervisor. This equipment was not requested originally because Parks Maintenance Workers do not need this equipment.

The funding needed for four months in FY 12 is \$51,743 for personnel and operating and \$42,283 for capital and IT equipment. The annualized, ongoing cost for FY 13 is \$129,075. PBO recommends approval of these budget amendments and also recommends that Commissioners Court approve the posting of the Supervisor position in May 2012 to allow time for recruiting the

position. With approval of this request PBO will include the new FTE and increased temporary salary funding as well as ongoing operating expense in the FY 13 Preliminary Budget.

cc: Leslie Browder, Leroy Nellis, Jessica Rio, PBO
Steven Manilla, Carol Joseph, Cynthia McDonald, Donna Holt, Charles Berg,
Robert Armistead, Kurt Nielsen, Tim Speyer, TNR
Todd Osburn, Carlotta Leavy, HRMD
Sheryl Holder, ITS



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

May 2, 2012

MEMORANDUM

TO: Leslie Browder, County Executive, Planning & Budget Office

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

SUBJECT: BUDGET TRANSFER REQUEST NORTHEAST METRO PARK

Parks staff is now able to project the opening date for the new facilities at Northeast Metropolitan Park, therefore we are requesting funding from the Allocated and CAR Reserves to fund the operation of these new facilities. Construction of the skate park is complete and other amenities are scheduled to be complete in June 2012. We are planning a July 1, 2012 opening of this portion of the Northeast Metropolitan Park.

In the FY12 Budget, the following was approved based on an April 1, 2012 start date:

- Operating funds of \$137,421 (includes three maintenance workers) -- funds are earmarked in the Allocated Reserve
- Capital funds of \$38,500 (two personnel carriers, and a portable spray washer) – funds are earmarked in the CAR Reserve

As these park improvements have developed, park management has determined that the requirements for operating the new facilities are different than originally anticipated. Therefore, this funding request is slightly different than originally requested during the FY12 Budget process. TNR is asking for a total of \$51,743 to be funded from the Allocated Reserve (001-9800-981-9892) and \$42,283 to be funded from the CAR Reserve (001-9800-981-9891). The capital request is higher due to the need for a computer and telephone to accommodate the proposed supervisor position.

The \$51,743 in operating includes a proposed supervisor position, seasonal park workers, and operating funds for a four month period, June through September 2012. For planning purposes, TNR is requesting a supervisor position. TNR is working with HRMD to get the position properly classified. The \$42,283 in capital includes two personnel carriers, a portable spray washer, and a computer and telephone.

The FY13 annualized ongoing costs of \$129,075 includes \$114,715 for personnel (both the supervisor and temporary project workers) and \$14,360 in operating and maintenance line items. (Please see attached spreadsheet for further details.)

STAFF RECOMMENDATIONS:

Northeast Metro Park is already a very large sports complex (eighteen soccer / multi-use fields and eight baseball fields) and is one of the busiest parks in our system. With the completion of Phase III, which will now include a 41,450 square foot skate park, one of the largest in Texas, Travis County will have invested over \$18 million the parks infrastructure.

There will now be diverse user groups using the facility up to sixteen hours per day, 365 days per year. Once Phase III is completed, the Northeast Metropolitan Park complex will reach an operational and maintenance level that will require more than one supervisor to manage the day-to-day operations and to protect the County's investment in these new amenities. Therefore we have reevaluated our original submission and are requesting the park supervisor position and temporary project workers in lieu of the three park maintenance workers included in the original budget request.

We are requesting the Commissioners Court approve the transfer of \$51,743 from the Allocated Reserve (001-9800-981-9892) and \$42,283 from the Capital Acquisition Reserve (001-9800-981-9891) to fund the operations and maintenance of the additional amenities for four months in FY12 (June through September).

ISSUES AND OPPORTUNITIES:

Currently there is one Supervisor II overseeing the operations and maintenance of this park. The position is responsible for the maintenance and upkeep of the parks infrastructure and sports fields seven days per week. This requires expertise in buildings, complex irrigation systems, and sports turf field maintenance. It also includes weekly coordination with multiple user groups who have reserved the parks athletic fields. When these new components -- skate park, spray park, and group shelters -- are added to the mix, management believes this park facility will have reached a threshold requiring an additional supervisor.

FISCAL IMPACT AND SOURCE OF FUNDING:

This request for FY12 is for the transfer of \$51,743 from the Allocated Reserve (001-9800-981-9892) and \$42,283 from the Capital Acquisition Reserve (001-9800-981-9891) to fund the operations and maintenance of the additional amenities for four months in FY12 (June through September). The annualized amount for FY13 is \$129,075 which includes \$114,715 for personnel and \$14,360 for ongoing operations and maintenance.

cc: Diana Ramirez, Sr. Budget Analyst, PBO
Charles Bergh, Division Director, Parks
Robert Armistead, Program Manager, Parks
Kurt Nielsen, District Park Manager, Parks
Tim Speyrer, Park Supervisor II, Northeast Metro Park
Donna Holt, Division Director, Administrative Services
Cynthia McDonald, Financial Manager, TNR

Budget Adjustment: 32433

Fyr _ Budget Type: 2012-Reg

Author: 49 - MCDONALD, CYNTHIA

Created: 5/2/2012 10:09:50 PM

PBO Category: Amendment

Court Date: Tuesday, May 15 2012

Dept: RESERVES

Just: Other

Transfer from Allocated Reserve to TNR for Northeast Metro Park -- operating expenditures

From Account	Acct Desc	Project	Proj Desc	Amount
001-9800-981-9892	ALLOCATED RESERVES			51,743
				51,743
To Account		Project		Amount
001-4945-631-0701	REG SALARIES-PERMNT EMPL			12,341
001-4945-631-0801	REG SALARIES-TEMP EMPL			19,204
001-4945-631-2002	FICA TAX - OASDI			1,956
001-4945-631-2003	HOSPITALIZATION			2,784
001-4945-631-2004	LIFE INSURANCE			29
001-4945-631-2005	RETIREMENT CONTRIBUTION			3,028
001-4945-631-2006	WORKER'S COMPENSATION			609
001-4945-631-2007	FICA TAX - MEDICARE			457
001-4945-631-3001	OFFICE EQUIP,FURN, & SUPP			55
001-4945-631-3011	BUILDING MAINT EQUIP/SUPP			480
001-4945-631-3014	PAINT,PAINTING EQ & SUPP			200
001-4945-631-3015	OTHER GENERAL HARDWARE			165
001-4945-631-3031	CUSTODIAL,LAUNDRY,CLEANG			500
001-4945-631-3035	CLOTHING, UNIFORMS			585
001-4945-631-3041	RECREATIONAL EQUIP & SUPP			480
001-4945-631-3043	YARDS,GROUND,AG EQ/SUPP			4,720
001-4945-631-3055	LAW ENFORCEMENT EQ & SUPP			500
001-4945-631-3061	ROAD & HIGHWAY EQ & SUPP			250
001-4945-631-4801	UTILITIES			2,000
001-4945-631-5004	REPRS-BLDG STRUCT & EQUIP			1,400
				51,743

Approvals

Dept

Approved By

Date Approved

Originator

49

CYNTHIA MCDONALD

5/2/2012 10:15:04 PM

DepOffice

49

CYNTHIA MCDONALD

5/2/2012 10:15:08 PM

DepOfficeTo

49

CYNTHIA MCDONALD

5/2/2012 10:15:10 PM

DeRane 5/8/12

De 5/9/2012

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

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

\$134	EMS	4/4/12	Cancelled Purchase Orders
\$78,259	Various	4/23/12	Cancelled Purchase Orders
(\$168,290)	TNR	5/1/12	Environmental Monitoring
(\$151,174)	Facilities	5/1/12	Security at 700 Lavaca
\$10,033	Various	5/4/12	Cancelled Purchase Orders
\$10,225,465	Current Balance		

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
(\$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
(\$8,834,431)	Total Possible Future Expenses (Earmarks)
\$1,391,034	Remaining Allocated Reserve Balance After Possible Future Expenditures

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

Amount	Dept Transferred Into	Date	Explanation
\$1,433,446			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
(\$80,000)	Records Management	5/1/12	Audio/Visual Equip. & Build-out @ 700 Lavaca
\$851,666 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
(\$38,500)	TNR - Northeast Metro Park - Phase III
(\$417,005) 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
(\$45,925)	Auditor	5/1/12	Grants Financial Auditor/Analyst
(\$265)	ITS	5/1/12	Software
\$550,179 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
(\$42,805)	County Clerk	5/8/12	FACTS Transition Staff
(\$47,516)	Criminal Courts	5/8/12	FACTS Transition Staff
\$4,024,985 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	TNR Facilities		Beginning Balance
(\$27,695,392)		11/22/11	Park Land, Vehicles and Rd.Impvts.
(\$5,886,705)		11/22/11	700 Lavaca, 1st and 2nd floor Renovations



Travis County Commissioners Court Agenda Request

Meeting Date: 05/15/2012, 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 a new application to the United States Department of Justice, for staff and operating resources to establish a specialized caseload for high risk probationers supervised by Community Supervision and Corrections.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

This is a new grant for Community Supervision and Corrections Department to add three positions that will implement Travis Community Impact Supervision principles by developing six specialized domestic violence caseloads to supervise and monitor up to 360 medium to high risk felony domestic violence offenders.

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:

This grant does not require any County matching funds. New funds will be requested, through alternative grant funds and/or General Fund resources, when the grant terminates in two years.

REQUIRED AUTHORIZATIONS:

Planning and Budget Office
County Judge's Office

Leslie Browder
Cheryl Aker

TRAVIS COUNTY

5/15/2012

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 #
<i>Applications</i>											
A	39 Domestic Violence Accountability Management Program	10/01/2012 09/30/2014	\$499,956	\$0	\$0	\$0	\$499,956	3.00	R	MC	11

** Amended from original.*

PBO Notes:

R - PBO recommends approval.

NR - PBO does not recommend approval

D - PBO recommends item be discussed.

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

S - Simple

MC - Moderately Complex

C - Complex

EC - Extremely Complex

FY 2012 Grant Summary Report
Grant Applications approved by Commissioners Court

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

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
49	Little Webberville Park Boat Ramp Renovation Grant	6/01/2012-05/31/2015	\$77,502	\$0	\$25,834	\$0	\$103,336	-	10/25/2011
49	Webberville Park Boat Renovation Grant	6/01/2012-5/31/2015	\$129,793	\$0	\$43,624	\$0	\$173,417	-	10/25/2011
49	Dink Pearson Park Boat Ramp Grant	6/01/2013-5/31/2016	\$500,000	\$0	\$166,667	\$0	\$666,667	-	10/25/2011
58	AmeriCorps	8/1/2012-7/31/2013	\$298,671	\$0	\$437,941	\$73,677	\$810,289	28.00	11/1/2011
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

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
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	Residential Substance Abuse Treatment (RSAT) Program	10/01/12-09/30/13	\$143,743	\$47,914	\$0	\$0	\$191,657	1.75	3/20/2012
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

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
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
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	5/1/2012
45	Youth Reentry Program	10/01/12 03/31/15	\$1,047,504	\$0	\$0	\$0	\$1,047,504	3.00	5/1/2012

*Amended from original agreement.

\$12,736,836 \$1,035,468 \$4,291,116 \$197,506 \$18,260,926 72.16

FY 2012 Grant Summary Report
Grants Approved by Commissioners Court

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

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

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

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 Initiative 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
21	Electronic Disposition Reporting	04/15/2012 08/31/12	\$34,939	\$0	\$0	\$0	\$34,939	-	5/8/2012
31	Full Services Community Schools - East Austin Children's Promise	02/01/2011 09/30/2011	\$7,215	\$0	\$0	\$7,215	\$14,430	0.20	5/8/2012
31	Full Services Community Schools - East Austin Children's Promise*	10/01/2011 09/30/2012	\$10,000	\$0	\$0	\$7,215	\$17,215	0.20	5/8/2012
*Amended from original agreement.			\$27,927,642	\$601,435	\$67,179	\$327,454	\$28,923,710	33.81	

FY 2012 Grants Summary Report**Permission to Continue**

Dept	Name of Grant	Grant Term per Application	Amount requested for PTC			Filled FTEs	PTC Expiration Date	Cm. Ct. PTC	Cm. Ct. Contract	Has the
			Personnel Cost	Operating Transfer	Total Request			Approval Date	Approval Date	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 permission to continue and will temporarily use General Fund resources for grant program operating expenses. Expenses will be made in the General Fund and reclassified against the grant once funds are available.

TRAVIS COUNTY FY 09 - FY 14 PLANNING TOOL FOR AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) AND LARGE MULTI-YEAR GRANT CONTRACTS

The potential impact in future years to the County is shown for planning purposes only. County funding determinations will be made annually by the Commissioners Court based on the availability funding and progress of the program. ARRA Grants are highlighted in bold.

Future year amounts are estimated if not known and impact amounts may be reduced if additional Non-County funding is identified. Amounts shown in a particular year may not represent the actual grant term allocation since terms may overlap the County's Fiscal Year.

Grant Contracts approved by Commissioners Court		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	\$ -		\$ -		\$ -		\$ -		\$ -

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 Workplace Policy). Interlocal with the City of Austin to receive ARRA funds to develop a tobacco free workplace 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.

GRANT SUMMARY SHEET

Check One:	Application Approval: <input checked="" type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input type="checkbox"/>	Status Report: <input type="checkbox"/>
Check One:	Original: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	New Grant: <input checked="" type="checkbox"/>	Continuation Grant: <input type="checkbox"/>
Department/Division:	39/10 Travis County Adult Probation	
Contact Person/Title:	Lila Oshatz, Division Director Programs and Services	
Phone Number:	512-854-7602	

Grant Title:	Travis County Adult Probation Domestic Violence Accountability Management Program		
Grant Period:	From:	10/1/2012	To: 9/30/2014
Fund Source:	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>
Grantor:	US Department of Justice, Office of Justice Programs', Bureau of Justice Assistance (BJA)		
Will County provide grants funds to a subrecipient?		Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>
Are the grant funds pass-through another agency? If yes list originating agency below		Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>
Originating Grantor:			

Budget Categories	Grant Funds	County Cost Share	County Contribution	In-Kind	TOTAL
Personnel:	351,766	0	0	0	\$351,766
Operating:	138,386	0	0	0	\$138,386
Capital Equipment:	0	0	0	0	\$0
Indirect Costs:	9,804	0	0	0	\$9,804
Total:	\$499,956	\$0	\$0	\$0	\$499,956
FTEs:	3.00	0.00	0.00	0.00	3.00

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

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

Performance Measures	Projected FY 12 Measure	Progress To Date:				Projected FY 13 Measure
		12/31/11	3/31/12	6/30/12	9/30/12	
Applicable Depart. Measures						
Reduce revocation rate to less than 42%	NA	NA	NA	NA	NA	less than 42%
Measures For Grant						
Number of new enrollments	NA	NA	NA	NA	NA	300
Outcome Impact Description	Recidivism Reduction, Grant start date is 10/1/2012					
Number of successful DV-AMP completions	NA	NA	NA	NA	NA	50
Outcome Impact Description	Zero for FY 2013 due to grant start up time and length of program.					
Outcome Impact Description						

PBO Recommendation:

PBO concurs with proceeding with this application for this domestic violence grant. PBO notes that there is no county match requirement if a contract is awarded. Beginning in FY 15, in order to continue this program beyond the requested 2 year period, new or added funding would need to be obtained.

1. Brief Narrative - Summary of Grant: What is the goal of the program? How does the grant fit into the current activities of the department? Is the grant starting a new program, or is it enhancing an existing program?

The Travis County Adult Probation (TCAP) will implement Travis Community Impact Supervision (TCIS) principles by developing six specialized DV caseloads to supervise and monitor up to 360 medium/high risk felony DV offenders. TCIS has already been shown to reduce revocation rates in other specialized caseload populations such as sex offender and mental health caseloads. With these populations, not only were specialized supervision strategies employed but more importantly, accountability partnerships were implemented to ensure that a collaborative team approach was the foundation of public safety goals and service delivery. Two specific areas of focus will be addressed via this grant. 1.) Testing new policies and strategies in community supervision and treatment to increase public safety and generate savings and 2.) Expanding collaboration and strategic partnerships between community supervision agencies and law enforcement.

The program design will include the development of the DV Accountability Management Program (DV-AMP) which will be a team-based approach led by the Probation Officer as the eyes and ears of the court and will include the Battering Intervention and Prevention Provider(s), Law Enforcement, Prosecutors and Victim Service staff. The use of risk assessment tools to address appropriate intervention dosage, placement and evidenced based practice (EBP) supervision plan development as well as victim information sharing will promote more effective and integrated public safety measures in working with the DV felony probationer. Specialized supervision strategies that include consideration of victim needs/issues will be used. TCAP will partner with a recognized DV trainer, James Henderson, MSW, CAC-R to provide DV supervision and victims training to the DV-AMP team. This training will focus on enhancing

effective offender management techniques of the DV probationer and responsive practices for the victim. Accountability of the proposed service delivery system will occur on two levels. On the direct service level, Treatment Team Meetings and Court compliance via a sanctions docket will ensure that probationers' conditions and victim safety needs are addressed in a timely manner. On the systemic service level, the existing DV partner agencies and the Travis County Family Violence Task Force (TC-FVTF) will assist in refining cross system intercept points to meet risk management goals. The program design and service delivery/accountability strategies will be well-documented and evaluated by a team led by Dr. William Kelly, Director of the Center for Criminology and Criminal Justice Research at the University of Texas at Austin.

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

BJA funding is for two years, 10/1/2012 to 9/30/2014. The Department will continue to apply for grant funding to support the the DV-AMP Program needs for future fiscal years.

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

No match requirement

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

Yes

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

No. It is the intent of the Department to identify funding sources to maintain self-sufficiency for the DV-AMP program through a combination of funding sources.

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

While TCAP has an identified community role in monitoring DV offenders, this role is minimized due to lack of funded "SMART" supervision. The use of requested grant funding to implement specialized supervision strategies for medium/high risk and high need felony DV probationers would allow TCAP to achieve recidivism reductions through EBP strategies and serve as an integral partner to maximize DV offender accountability. In a recent TCAP examination of DV probationers from FY 2005-2009, at the two year follow-up, 42% had been revoked and 31% had a new arrest. Partnering swift and consistent judicial sanctions for non-compliance, a collaborative team structure, specialized caseloads and the use of effective EBP supervision and intervention strategies will address this significant DV probationer recidivism rate and public safety will be enhanced.

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

The Travis County Adult Probation DV-AMP provides an EBP resource for felony medium and high risk DV probationers. It provides for a more coordinated strategy for engaging DV offenders to impact recidivism and provide continued reduction in community corrections costs. Travis County Adult Probation DV-AMP is consistent with the Department's Travis Community Impact Supervision (TCIS) initiative as it provides for strategic rehabilitative responses to meet the identified individualized risk and needs levels of the DV felony probationer through a structured system of accountability and sanctions.

Application for Federal Assistance SF-424

Version 02

* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application		* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision		* If Revision, select appropriate letter(s): <input type="text"/> * Other (Specify) <input type="text"/>	
* 3. Date Received: Completed by Grants.gov upon submission.		4. Applicant Identifier: <input type="text"/>			
5a. Federal Entity Identifier: <input type="text"/>			* 5b. Federal Award Identifier: <input type="text"/>		
State Use Only:					
6. Date Received by State: <input type="text"/>		7. State Application Identifier: <input type="text"/>			
8. APPLICANT INFORMATION:					
* a. Legal Name: <input type="text" value="Travis County Adult Probation"/>					
* b. Employer/Taxpayer Identification Number (EIN/TIN): <input type="text" value="45-0588607"/>			* c. Organizational DUNS: <input type="text" value="008498300"/>		
d. Address:					
* Street1:		<input type="text" value="411 W. 13th Street"/>			
Street2:		<input type="text" value="Suite 600"/>			
* City:		<input type="text" value="Austin"/>			
County:		<input type="text"/>			
* State:		<input type="text" value="TX: Texas"/>			
Province:		<input type="text"/>			
* Country:		<input type="text" value="USA: UNITED STATES"/>			
* Zip / Postal Code:		<input type="text" value="78701"/>			
e. Organizational Unit:					
Department Name: <input type="text"/>			Division Name: <input type="text"/>		
f. Name and contact information of person to be contacted on matters involving this application:					
Prefix: <input type="text"/>		* First Name: <input type="text" value="Lila"/>			
Middle Name: <input type="text"/>					
* Last Name:		<input type="text" value="Oshatz"/>			
Suffix: <input type="text"/>					
Title: <input type="text"/>					
Organizational Affiliation: <input type="text"/>					
* Telephone Number: <input type="text" value="512-854-7602"/>		Fax Number: <input type="text"/>			
* Email: <input type="text" value="Lila.Oshatz@co.travis.tx.us"/>					

Application for Federal Assistance SF-424

Version 02

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:

Bureau of Justice Assistance

11. Catalog of Federal Domestic Assistance Number:

16.812

CFDA Title:

Second Chance Act Prisoner Reentry Initiative

* 12. Funding Opportunity Number:

BJA-2012-3254

* Title:

BJA FY 12 Smart Probation: Reducing Prison Populations, Saving Money, and Creating Safer Communities

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

* 15. Descriptive Title of Applicant's Project:

Travis County Adult Probation Domestic Violence Accountability Management Program

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

Version 02

16. Congressional Districts Of:

* a. Applicant TX-021

* b. Program/Project TX-025

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: 09/30/2014

18. Estimated Funding (\$):

* a. Federal	499,956.00
* b. Applicant	0.00
* c. State	0.00
* d. Local	0.00
* e. Other	0.00
* f. Program Income	0.00
* g. TOTAL	499,956.00

* 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.)

☐ Yes☒ No

Explanation

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: Dr.

* First Name: Geraldine

Middle Name:

* Last Name: Nagy

Suffix:

* Title: Director

* Telephone Number: 512-854-7694

Fax Number:

* Email: Geraldine.Nagy@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

Version 02

*** Applicant Federal Debt Delinquency Explanation**

The following field should contain an explanation if the Applicant organization is delinquent on any Federal Debt. Maximum number of characters that can be entered is 4,000. Try and avoid extra spaces and carriage returns to maximize the availability of space.

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 <div style="border: 1px solid black; padding: 2px;">Completed on submission to Grants.gov</div>	* TITLE <div style="border: 1px solid black; padding: 2px;">Director</div>
* APPLICANT ORGANIZATION <div style="border: 1px solid black; padding: 2px;">Travis County Adult Probation</div>	* DATE SUBMITTED <div style="border: 1px solid black; padding: 2px;">Completed on submission to Grants.gov</div>

Standard Form 424B (Rev. 7-97) Back

Abstract

Travis County Adult Probation Domestic Violence Accountability Management Program

In Travis County, Texas felony Domestic Violence (DV) cases are assigned to multiple courts. Once the defendants are adjudicated they are supervised by Travis County Adult Probation officers across approximately 45 caseloads. The BJA Smart Probation: Reducing Prison Populations, Saving Money and Creating Safer Communities Grant will provide an opportunity for Travis County Adult Probation (TCAP) to employ evidence based practices (EBP) to the supervision of DV probationers. TCAP has implemented EBP, Travis Community Impact Supervision (TCIS), with other special populations under supervision, but due to lack of funding has been limited in expanding TCIS to supervision of the domestic violence offender. Grant funding will be used to create a Domestic Violence Accountability Management Program (DV-AMP).

The purpose of the DV-AMP will be to ensure accountability of felony DV probationers to reduce the recidivism rate (revocation) of medium/high risk felony DV probationers via a structured team response employing EBP strategies. Six specialized DV caseloads will be developed to supervise and monitor up to 360 medium/high risk felony DV offenders. The grant request includes the following four goals: 1.) Improve supervision strategies through the use of EBP to reduce recidivism, 2.) Promote increased jurisdictional collaboration around DV, 3.) Develop and implement the DV-AMP model for replication, and 4.) Evaluate the DV-AMP model and collaborative strategies used to reduce recidivism. The three primary service delivery components of DV-AMP are the use of specialized caseloads, a collaborative team approach and a sanctions docket. The program design will include the development of the DV Accountability

Management Program (DV-AMP) which will be a team-based approach led by the Probation Officer as the eyes and ears of the court and will include the Battering Intervention and Prevention Provider(s), Law Enforcement, Prosecutors and Victim Service staff. This team approach will maximize a variety of accountability strategies and will expand interagency cooperation as they target high-risk probationers for intensive intervention and supervision to reduce recidivism. Use of risk assessment tools to address appropriate treatment dosage and placement and victim information sharing will promote more effective and integrated public safety measures in working with the DV felony high risk probationer. Research-based case management strategies and team training will ensure continued professional growth and competencies, program effectiveness and proficiency in the use of a well-defined sanctions model. The program design and service delivery/accountability strategies will be well-documented and evaluated by a team led by Dr. William Kelly, Director of the Center for Criminology and Criminal Justice Research at the University of Texas at Austin.

TCIS has already been shown to reduce revocation rates in other specialized caseload populations such as sex offender and mental health caseloads. With both of these populations, not only were specialized supervision strategies employed but more importantly, accountability partnerships were implemented to ensure that a collaborative team approach was the foundation of public safety goals and service delivery. Two specific areas of focus will be addressed via this grant. 1.) Testing new policies and strategies in community supervision and treatment to increase public safety and generate savings and 2.) Expanding collaboration and strategic partnerships between community supervision agencies and law enforcement.

PROGRAM NARRATIVE: 1.Statement of the Problem: In Travis County (TC), Texas the prevalence of Domestic Violence (DV) and the resulting community responses from Probation, law enforcement, victim service agencies, Batterer Intervention and Prevention Programs (BIPPs) and the judiciary are complex and challenging. The prevalence of DV in TC is as follows: From 2010 to 2011 the total number of DV cases investigated by the Austin Police Department (APD) and Travis County Sheriff's Office (TCSO) climbed from 7,709 in 2010 to 9,741 in 2011. In FY 2011, APD made 761 felony arrests of adults (defined as age 16 and older). In FY 2011, Travis County Court Administration reported that 697 felony cases were filed. TCSO victim services served 1,161 DV victims in calendar year 2011. The same year SafePlace, the jurisdiction's DV shelter and victim services agency, reported 5,479 clients were served, and they responded to over 15,000 hotline calls. TC's Family Violence Protection Team (FVPT) reports that between 2009-mid 2011, 887 temporary Protective Orders and 663 Final Protective Orders were filed. The FY 2011 Travis County Adult Probation Department (TCAP) offender profile reflects 10,990 direct probationers (52%) felony and (48%) misdemeanor and 6,910 indirect probationers (51%) felony and (49%) misdemeanor. This proposal will address the felony direct population.

	Probation Felony Direct Profile				Domestic Violence Felony Profile			
Gender	Male	Female			Male	Female		
	76%	24%			86%	14%		
Age	17-25	26-40	41+		17-25	26-40	41+	
	20%	47%	33%		21%	56%	23%	
Race/Ethnicity	Anglo	Afric/Am	Hispanic	Other	Anglo	Afric/Am	Hispanic	Other
	33%	24%	40%	3%	23%	33%	43%	1%
Education: Grade level	1-8	9-11	HS/GED	College	1-8	9-11	HS/GED	college
	8%	25%	42%	25%	5%	30%	45%	20%
Employment	Fulltime	Part-time	Seasonal	Unemp	Fulltime	Part-time	Seasonal	Unemp
	61%	14%	1%	24%	44%	8%	2%	47%
Risk Level	Max	Med	Min		Max	Med	Min	
	45%	33%	22%		82%	8%	0%	

TCAP is unique as it serves as the umbrella entity for both Probation and Pre-Trial Services in Travis County. The TCAP organizational structure includes Director, Dr. Geraldine Nagy, an Assistant Director and six administrators. TCAP operates six separate probation locations which house eleven field units, a diagnostic unit, an intake unit, a court services unit and an administrative unit. TCAP also operates a substance use treatment facility with a re-entry court docket, an out-patient substance use treatment center, and a DWI misdemeanor court program. TCAP operates three pre-trial locations and a pre-adjudication felony drug court. The use of evidenced based practices (EBP) should be the foundation of DV offender accountability and intervention practices to reduce recidivism. To achieve a coordinated community response to enhance community/victim safety and a reduction in recidivism, the following service delivery components are critical: 1.) DV supervision strategies should address criminogenic risk/needs 2.) A team-based approach should be implemented between DV system partners 3.) A Sanctions Docket should be used to address DV offender non-compliance and 4.) Accountability should incorporate victim's needs in the supervision approach. With the assistance of the Council of State Governments (CSG), TCAP transformed its core functions to become an EBP agency. This EBP effort resulted in the implementation of Travis Community Impact Supervision (TCIS), which has shown substantial declines in revocation and re-arrest rates. A report by the CSG showed a 19.6% decline in revocations and a 47.7% decline in technical revocations. In a comparison of pre and post TCIS placements, the CSG also showed a 17% decline in re-arrests overall for a one-year follow-up period. To further address probationer success, TCAP will identify those specific populations that continue to have high revocation and re-arrest rates and put practices in place designed to address the criminogenic needs of that population. Currently, the FY 2005-2010 TCAP data re-arrest rate for medium/high risk DV felons placed on probation

is 38% for any arrest within one year and 17% for a violent arrest within one year. *A Ten Step Guide to Transforming Probation Departments to Reduce Recidivism* is based largely upon the transformational effort of TCAP. Although TCAP has effectively employed these practices across multiple populations, due to lack of funding TCAP has not been able to implement the second practice, “Employ smart, tailored supervision strategies” specific to DV offenders. TCAP has repeatedly applied for state funding to support initiatives for enhanced DV offender supervision, but reductions in available state funding have precluded receipt of funds. Currently, DV offenders are supervised on 45 different regular caseloads, where the Probation Officer (PO) to probationer ratio is 1 to 115. Where TCAP provides specialized supervision caseloads for other high risk populations, sex offenders, youthful offenders, substance abuse offenders, and mental health offenders case ratios range from 1 to 45-60. While TCAP has an identified community role in monitoring DV offenders, this role is minimized due to lack of funded “SMART” supervision. The use of requested grant funding to implement specialized supervision strategies for medium/high risk and high need felony DV probationers would allow TCAP to achieve recidivism reductions through EBP strategies and serve as an integral partner to maximize DV offender accountability. Risk assessments, which are discussed fully in section 2, will be used to direct EBP service delivery. In a recent TCAP examination of DV probationers from FY 2005-2009, at the two year follow-up, 42% had been revoked and 31% had a new arrest. Partnering swift and consistent judicial sanctions for non-compliance, a collaborative team structure, specialized caseloads and the use of effective EBP supervision and intervention strategies will address this significant DV probationer recidivism rate. Currently, a sanctions docket is not operated for DV felony population. The lessons learned from the **HOPE** Program in Hawaii, which focuses on swift and certain court sanctions for non-compliant behavior, will

be an innovative component to address DV offender accountability and recidivism. Enhancing PO interaction with victims to support their restoration will also redefine the current supervision strategies, as well as provide increased supervision accountability. The efficacy of BIPP services has been extensively researched with (e.g., Feder and Wilson, 2005) mixed results. In short, there are significant doubts about the effectiveness of BIPPs in reducing recidivism. Additionally, according to Andrew Klein in a National Institute of Justice 2009 publication, there is a high correlation between substance use and DV. Per the National Institute of Corrections, October 1997, the Memphis night arrest study “found that 92% of assailants used drugs or alcohol on the day of the assault, and nearly half were described by families as daily substance users for the prior month.” TCAP will be able to develop and implement new strategies and policies to reduce recidivism by creating operational partnerships to address improved monitoring and interventions which address criminogenic need areas of the DV offender, which are supported by responsive and EBP supervision and court action. **2. Program Design and Implementation:**

“Coordinated community response” has been the historical buzz word to address DV, but a coordinated response does not always translate into an operational team approach. The purpose of the DV-Accountability Management Program (DV-AMP) will be to ensure accountability of felony DV probationers to reduce the recidivism rate (revocation) of medium/high risk felony DV probationers via a structured team response employing EBP strategies. TCAP is currently supervising 334 medium to high risk felony and felony reduced DV probationers. The goal of batterer accountability via the Courts will focus on both the individualized and systemic response to noncompliance with court orders. The approved use of funds will have a dual focus: **First**, to test a comprehensive team approach through the use of shared data to support interagency collaboration and individualized supervision plans to target medium/ high-risk felony DV

probationers assigned to specialized caseloads. The project's evaluation partner, Dr. William Kelly, Director, Center for Criminology and Criminal Justice Research at the University of Texas, will lead a team who will document and evaluate the results of this innovative approach. **Second**, to expand cooperation and strategic partnerships to support DV accountability strategies to ensure community/victim safety between TCAP and APD and TCSO, the FVPT and BIPPs. **The TCAP grant request includes four goals:** 1.) Improve supervision strategies through the use of EBP to reduce recidivism, 2.) Promote increased jurisdictional collaboration around DV, 3.) Develop and implement the DV-AMP model for replication, and 4.) Evaluate the DV-AMP model and collaborative strategies used to reduce recidivism. The three primary service delivery components of DV-AMP are the use of specialized caseloads, a collaborative team approach and a sanctions docket. **Six priority considerations will be included:** **1.) Use of evidence-based practices and risk/needs assessments:** This will be initiated with the use of actuarial-based screening and assessment instruments during the pre-adjudication process. Pre-trial Services and Travis County Counseling and Education Services (TC-CES) will provide DV assessments, using the Ontario Domestic Assault Risk Assessment (ODARA) and DV Screening Instrument (DVSIR-2) respectively, and referrals to the BIPPs. Agencies gathering victim statements and providing service coordination to victims include the FVPT and related Victim Assistance Programs in the prosecutor's office, APD and TCSO. For pre-release offenders, as part of the Pre-Sentence Investigation (PSI) and for post-release probationers, TCAP's Diagnostic Unit will complete validated assessments to identify criminogenic needs and substance use dependency. The Wisconsin Risk/Needs Assessment will be used to determine the offender's risk level. The Hare Psychopathy Checklist (PCL-R), designed by Robert Hare as a tool to measure levels of psychopathy and risk of future violence and crime, will also be used by TCAP's contract

Masters-level assessor at the Diagnostic Unit. Evidence shows that psychopaths are represented among a subgroup of DV offenders (Huss & Langhinrichsen-Rohling 2000), and due to high levels of violence and recidivism, it is in the interest of TCAP to be able to accurately screen these individuals. Research conducted by Hilton et al. shows that the inclusion of the PCL-R into risk assessment “best improved prediction of recidivism, occurrence, frequency, severity, injury and charges” (Hilton, Harris, Rice, Houghton, & Eke 2007). Assessment recommendations will be shared with the Court for placement on DV specialized caseloads and with the PO to use as the basis of a Supervision Accountability Plan (SAP). The use of risk assessment tools to address appropriate intervention dosage, placement and SAP development as well as victim information sharing will promote more effective and integrated public safety measures in working with the DV felony probationer.

2.) Targeting high risk felony offenders to reduce prison system cost: The strongest predictors of whether DV offenders were arrested post-BIPP intake were the individual characteristics of the offenders, according to a 2005 National Institute of Corrections report on the California Batterer Intervention System. “Men who were more educated, older, who had shorter criminal histories and did not display clear signs of substance use dependence had a lower likelihood of re-arrest.” This is consistent with Dr. Ed Latessa’s “What Works” research. Factors that affect recidivism will be the foundation of the supervision plan. According to Dr. Latessa, in order to reduce recidivism for medium/high-risk offenders, programming should target criminogenic factors highly correlated with criminal conduct such as anti-social attitudes, anti-social peer associations, substance abuse, lack of problem solving and self-control skills. Incarceration can be reduced by addressing this high risk population in the local jurisdiction using EBP recidivism reduction practices.

3.) Documenting baseline recidivism (revocation) data: To evaluate the DV caseloads, TCAP will report

performance and outcome data from two sources: (1) TCAP and (2) the Department of Public Safety (DPS). Baseline recidivism data will be obtained from cohorts of DV probationers prior to the implementation of the grant components. For the process evaluation, we will provide data on the creation and functioning of the program to assure continuous quality improvement and to measure our fidelity to EBP. TCAP will provide specific data monthly to track the progress of the DV offenders along variables such as risk score, education level, violations, positive drug tests, court sanctions, and program terminations. The process evaluation will also examine the administration of the DV caseloads to ensure that TCAP serves the total number of eligible probationers that fit the DV-AMP criteria. For the outcome evaluation, TCAP outcome data will be used (i.e. absconding, new violations, drug test results, revocations) and DPS data (i.e. arrests, incarcerations) to examine specific recidivism measures. **4.) Tracking participant's participation and providing a historical record of comprehensive data collection:** This is fully discussed in the Capabilities section and confirms that TCAP is well positioned to address this priority consideration. **5.) Programming that includes collaboration and integration:** The program design will include the development of the DV-AMP which will be led by the PO as the eyes and ears of the court and will include law enforcement, prosecutors, victim services and BIPP staff. This innovative team approach will maximize a variety of accountability strategies and will expand interagency cooperation as the team targets DV probationers for intensive supervision and intervention. TCIS case management strategies, a high dosage of the Carey Guides, an EBP tool designed to assist the PO in supervising high risk offenders to support behavioral change, will be employed. On-going team training will ensure continued professional growth and competencies, program fidelity, effectiveness and proficiency in the use of a well-defined sanctions model. It is anticipated that the PO will also regularly communicate with

victims and coordinate with the Travis County Attorney's Office Protective Orders Division. POs will regularly follow up on treatment compliance via collateral contacts with BIPPs and other treatment agencies. Research has shown that treatment programs are most effective when delivered in tandem with specialized caseloads. 6.) **Establishing a research component to provide an assessment/evaluation of the impact of the project strategies:** Dr. Kelly has worked with TCAP for over twenty years as an evaluator for a variety of TCAP programs. He is quite familiar with TCAP, its programs and staff and is uniquely positioned to lead the research and evaluation effort. The DV-AMP will focus "Program Design and Implementation" on the use of specialized caseloads to ensure accountability, assessment to direct appropriate interventions, including substance use treatment for dependency, individualized supervision plans to address risk/needs and integrated service delivery to ensure coordinated systemic risk management. To promote accountability, criminal courts will not merely mandate offenders to batterer programs, but will also enforce their mandates via EBP probation supervision and interagency partnerships as well as by imposing meaningful consequences for those who are noncompliant via the development of a HOPE program style sanctions docket. The courts will inform DV-AMP probationers that they must adhere to all program rules or they will be sanctioned, "swiftly and certainly". Additionally, the courts will convey to DV-AMP probationers that they alone are responsible for their success or failure, but that all DV-AMP team members are available to assist them. Project activities will address the identified goals by focusing on the areas of: **A. Using Evidenced-Based Supervision and Motivational Interviewing Strategies in Supervision:** When probated, based on standardized criteria, DV offenders will be placed on specialized DV caseloads for up to three years. Caseloads will not exceed 60 offenders per PO with 2 face-to-face contacts per month and at least one collateral contact per month.

Monitoring of court conditions will be provided to all caseload participants with a staffing pattern that combines requested *grant-funded positions/activities*: 3 full-time POs, a research/evaluation contract, training consultant and *in-kind positions*: Project Director/Grant Coordinator, Assessor(s), and 3 POs. There will be a total of six DV caseloads, 3 grant funded and 3 TCAP funded with a capacity of up to 360 medium/high risk felony DV offenders. The SAP will focus on risk/needs level as well as substance use treatment, housing, employment and other criminogenic need areas. Treatment Team meetings (TTMs) will serve as the primary coordination point for monitoring the SAP. The PO will chair the TTM. Functions of TTM case management services include (1) assessment, (2) planning, (3) accountability monitoring, (4) victim safety and (5) resource linkage. Target dates will be used to monitor goal completion and SAP reviews will occur every 90 days. If substance use has been identified as a DV probationer need, supervision will include use of the TCAP *Random Drug Testing* protocol. The use of technology surveillance devices will also be used to inform accountability. TCIS strategies including Motivational Interviewing (MI), the “gold standard” in probation supervision, with a focus on resolving the ambivalence that is at the core of most offenders’ resistance to behavioral change, will be employed. MI techniques help minimize power struggles and defensiveness and mobilize the parts of the client geared toward positive, pro-social change (Miller & Rollnick, 2002). Additionally, MI has been shown to be effective in decreasing use and/or maintaining prolonged sobriety (Burke et al, in Miller & Rollnick, 2002; CSAT, Treatment Improvement Protocol, Series 35, reprinted 2005). All TCAP POs and counselors have been trained in MI and actively employ MI techniques in one-on-one sessions to engage probationers in supervision and related treatment interventions. B. Aligning responsivity between risk level and BIPP curricula: DV offender placement in BIPPs will be based on risk level. The Texas Department of Criminal

Justice-Community Justice Assistance Division (TDCJ-CJAD) certifies BIPP providers. Four approved BIPP providers currently serve Travis County. These providers offer a range of intervention options from 18-52 weeks. They also use a variety of program curricula based on the traditional Duluth model as well as Cognitive Behavioral Therapy (CBT). The evaluation component of DV-AMP will document the various intervention levels and curricula used as well as participant risk levels. While the viability of reliance on batterer programs as a primary goal to reduce recidivism has become more uncertain, it is even more critical that the BIPP intervention be partnered with EBP assessment, supervision and collaborative accountability strategies. Having specialized DV caseloads and a reduction in the number of POs from 45 to 6, the interaction between POs and the BIPPs, FVPT staff and law enforcement will provide continuity of service and enhanced coordination of public safety efforts. C. Targeting criminogenic needs and addressing need for substance use treatment: Focus on criminogenic needs will be reflected in the SAP. The team approach is essential to effectively address criminogenic need areas, risk management and accountability. To address identified substance use needs, residential treatment will be available at TCAP's Substance Abuse Treatment Facility or at TCAP's Counseling Center Facility for outpatient services. Clients will transition to designated aftercare services upon completion of primary treatment. Aftercare services are an effective way to prevent relapses and enhance gains made during primary treatment (Drake, et. al., 2001, 2004). Aftercare services are also a cost-effective way to decrease costs related to drug use, health care and crime, including re-incarceration (NIDA, January 2007). POs trained as Employment Offender Specialists via a National Institute of Corrections sponsored training will address employment needs. D. Coordinated victim restoration processes: Additionally, funds for targeted DV supervision training will be requested. Specialized supervision strategies that include

consideration of victim needs/issues will be used. TCAP will contract with a recognized DV trainer, James Henderson, MSW, CAC-R to provide DV supervision and victims training to the DV-AMP team. This training will focus on enhancing effective offender management techniques of the DV probationer and responsive practices for the victim. Accountability of the proposed service delivery system will occur on two levels. On the direct service level, TTMs and Court compliance will ensure that probationers' conditions and victim safety needs are addressed in a timely manner. On the systemic service level, the existing DV partner agencies and the Travis County Family Violence Task Force (TC-FVTF) will assist in refining cross system intercept points to meet identified risk management goals.

3. Capabilities and Competencies: TCAP will be the organization responsible for oversight, implementation, and coordination of this specialized probation initiative. All staff are trained in EBP and operationally provide a coordinated continuum of services. TCAP's Program Services Division Director will serve as the Project Director/Grant Coordinator. The Division Director has 20+ years of experience overseeing grant initiatives on local, state, and federal levels. The Project Director will administer and monitor all grant requirements, provide program development oversight, and will serve as the primary contact to BJA for any questions pertaining to the project. TCAP and TC are well positioned to take the next step to successfully implement this specialized probation supervision initiative. TC has a rich history of collaboration to address identified community needs through numerous DV initiatives. Highlights of efforts include a FVPT, TC-FVTF and its BIPP Advisory Group, Victim Service Departments in APD, TCSO and Prosecutors Office, and Protective Order Division. Grant partners include the following TC entities TCAP, APD, TCSO, TC-CES, district courts and Dr. William Kelly, research/evaluator. Via two current BJA grants, TC is aggressively working to develop coordinated strategies

targeting criminal justice system-involved individuals with dual diagnoses. The current BJA initiatives do not target the felony DV offenders but do illustrate the collaborative approach inherent in TC community corrections service delivery. This BJA funding opportunity will allow TCAP and TC to develop a robust and collaborative service delivery strategy to reduce recidivism for felony DV offenders. TCAP possesses high-level data collection capabilities via electronic collection of a majority of the Performance Measure data referenced in the grant. TCAP has institutional processes for ensuring that researchers have the data that they need to evaluate specific programs or supervision interventions. TCAP contracts with a private vendor, Correctional Software Solutions (CSS), to maintain a case management database which tracks probationers' status and allows the creation of custom data sets with over 125 variables including risk/needs, programming, performance, etc. The CSS software allows TCAP to create the databases required for reporting the performance measures as well as additional metrics proposed in the evaluation/outcomes section. Dr. Kelly has conducted research and taught criminology and criminal justice at the University of Texas at Austin for over thirty years. He is the founding director of the Center for Criminology and Criminal Justice Research, a policy and program evaluation research institute that has received numerous federal grants for the assessment of criminal justice programs, including correctional mental health, correctional substance abuse, violent offender intervention, sex offender treatment and many more. He is currently the program evaluator for a multi-million dollar, multi-year SAMHSA grant awarded to Foundation Communities, an Austin based permanent supportive housing provider. In collaboration with Dr. Noel Busch-Armendariz, a professor at the University of Texas at Austin School of Social Work with extensive experience in DV research and intervention, we will assess the curricula and the operation of the BIPPs in terms of the EBP criteria for effective correctional intervention (e.g.,

Latessa, Andrews, etc.) and content. Where the programming fails to meet EBP standards, we will recommend changes to the operation and/or curricula. BIPP placement criteria will be developed by TCAP, TC-FVTF and the evaluators. TCAP's staff evaluator, Dr. Carsten Andresen, has also conducted studies which compare recidivism pre and post implementation of a team-based approach for a specialized high risk population. The results demonstrate the positive outcomes that can be achieved by the implementation of a collaborative strategy. To analyze program impact for the Sex Offender Management Program (SOMP), a team-based model, TCAP examined two twelve-month cohorts of probation placements (the first cohort began prior to SOMP and the second cohort began after SOMP). Examining the total DPS arrests for each group showed that while the pre-program probationers had 58 total arrests, the post-program probationers only had 19 arrests, a difference of 39 arrests. In evaluations of specialized team-based supervision initiatives, TCAP found that recidivism could be reduced among specialized and high risk probationers. This grant request proposes a similar strategy for the DV felony offender. **4. Impact/Outcomes, Evaluation, Sustainment and Data Collection:**

The goal of recidivism reduction for DV probationers will be the foundation of the DV-AMP coordinated response. The goal of the evaluation, both outcome and process, is to provide actionable feedback to TCAP and its partners as well as to document the impact that these initiatives have on program goals and objectives. The evaluators, in collaboration with Dr. Andresen, will compile and report all of the necessary performance measures described in the grant solicitation. We will report performance and outcome data from two sources: (1) TCAP via the CSS database and (2) DPS. In addition to the required performance measures, we propose to measure failure by type, for example re-arrest offense (violent, property, drug, other) and revocation by type of violation. This will permit a more refined analysis of failure since not

all failures can or should be considered a result of an intervention failure. We also propose to include baseline and interim assessments of treatment/intervention progress. The HCR-20 (Webster, Douglas, Eaves, & Hart, 1997) aligns risk markers into past, present, and future. The HCR-20 contains 5 clinical items that are meant to reflect current, dynamic (changeable) correlates of violence. Changes in the dynamic factors have shown to be reliable and valid measures of treatment progress for violent offenders. Random assignment is not possible due to sample size limitations. However, we have one and two-year recidivism (revocation, re-arrest) data for prior DV caseloads by risk level and other criteria. We will compare the characteristics of the control DV caseloads with the grant DV caseloads to assure comparability. We will then develop comparison groups by risk level and other relevant criteria for assessing key outcomes from the accountability interventions identified in this proposal. We also intend to conduct survival analysis on program outcomes (e.g., revocation, retention, re-arrest), tracking time to failure using Cox regression techniques. This analysis should highlight any patterns of the timing of failure that should help inform supervision strategies for this population of DV probationers. This proposed project will leverage what we do know about the deterrent effect of punishment, namely that certainty and celerity do appear to deter offending. Modeling the sanctions docket after the HOPE Probation program is an important innovation. A collaborative team approach, which TCAP has found effective for a variety of caseloads, is another unique feature of the DV-AMP project. Another is the implementation of specific DV caseloads and EBP supervision strategies in conjunction with addressing multiple criminogenic needs. The results of the BIPPs' evaluation will also guide collaborative service delivery strategies. It is anticipated that there will be an outcome evaluation at the end of year one of the grant period. That outcome evaluation will focus on interim factors (such as treatment progress, retention,

imposition of sanctions) as well as outcomes (revocation, re-arrest, and sobriety). Because of the design limitations (small sample size, no random assignment), any measured successes or improvements will reflect the impact of the cluster of innovations, specialized DV caseloads, the HOPE sanctions model, the collaborative, team approach, better screening/assessment, better targeting of criminogenic needs, and improved BIPPs. A second outcome evaluation will be conducted at the end of grant year two. It is also anticipated that there will be a process evaluation at the six month period. This evaluation will involve obtaining the perspectives of the key individuals involved in the DV-AMP (POs, BIPPs, the court, TCAP administrators, victims, victim's services, law enforcement, etc.). The goal is to identify challenges and barriers to the effective operation of the project and to implement any necessary changes. A subsequent process evaluation will be conducted at eighteen months with a particular focus on sustainability of the project and possible replication. The evaluation is designed to produce actionable findings that will provide guidance for program improvements. It is fully anticipated that the evaluator and TCAP will work together to identify opportunities for DV-AMP improvement. Sustainability: It is the intent of TCAP and the evaluator to identify funding sources to maintain self-sufficiency for DV-AMP. Since this application relies on a mix of existing PO positions and three new PO positions as well as coordination enhancement and judicial oversight, sustainable funding support relates primarily to the three new PO positions. Sustainable funding can include a combination of foundation, state or local funding. Evaluation results will be used to demonstrate to other funders the cost effectiveness of future investment in this initiative. Annually, the TCAP fidelity process will be used to assure that supervision practices for this population comply with TCIS components. The project partners will ensure local policies and practices developed by this project will continue to support and sustain project goals.

Budget Detail Worksheet - Year 1

Travis County Adult Probation Domestic Violence Accountability Management Program (DV-AMP)

A. Personnel

Name/Position	Computation	Cost
Probation Officer	12 mos @ \$3708/mo	\$ 44,496.00
Probation Officer	12 mos @ \$3708/mo	\$ 44,496.00
Probation Officer	13 mos @ \$3708/mo	\$ 44,496.00
Project Director/Grant Coordinator	In-Kind Position	\$ -
Probation Officers	In-Kind Positions	\$ -
Assessors	In-Kind Positions	\$ -
Sub-Total		\$ 133,488.00

B. Fringe Benefits

Name/Position	Computation	Cost
Retirement	12.27%	\$ 16,379.00
FICA-OASDI	1.45%	\$ 1,936.00
FICA-Medicare	6.20%	\$ 8,276.00
Health Insurance	(\$439 *12) * 3	\$ 15,804.00
Sub-Total		\$ 42,395.00

Total Personnel & Fringe Benefits**\$ 175,883.00****C. Travel**

Purpose of Travel	Location	Item	Computation	Cost
Required Meeting	Washington DC	Travel for 3 people to 3 day meeting	\$625 airfare per person * 3 people	\$ 1,875.00
Required Meeting	Washington DC	Lodging for 3 people for 3 days	\$220/day * 3 days lodging * 3 people	\$ 1,980.00
Required Meeting	Washington DC	Meals for 3 people for 3 days	\$71/day * 3 days * 3 people	\$ 639.00
		Total		\$ 4,494.00

D. Equipment**Total** 0**E. Supply Items****Total** 0**F. Construction****Total** 0

G. Consultants/Contracts
Consultant Fees

Sub-Total 0

Consultant Expenses

Purpose of Travel	Location	Item	Computation	Cost
Training 1: Domestic Violence Training for DV-AMP Team (1.5 days of training)	Austin, TX	Travel for 1 trainer	\$625 airfare * 1 trainer	\$ 625.00
Training 1: Domestic Violence Training for DV-AMP Team (1.5 days of training)	Austin, TX	Lodging for trainer	\$175/day *2 days lodging	\$ 350.00
Training 1: Domestic Violence Training for DV-AMP Team (1.5 days of training)	Austin, TX	Meals for trainer	\$71/day * 2 days	\$ 142.00
Training 2: Domestic Violence Training for DV-AMP Team (1 day of training)	Austin, TX	Travel for 1 trainer	\$625 airfare * 1 trainer	\$ 625.00
Training 2: Domestic Violence Training for DV-AMP Team (1 day of training)	Austin, TX	Lodging for trainer	\$175/day *2 days lodging	\$ 350.00
Training 2: Domestic Violence Training for DV-AMP Team (1 day of training)	Austin, TX	Meals for 1.5 days	\$71/day * 1.5 days	\$ 107.00
Sub-Total				\$ 2,199.00

Contracts

Item	Cost
Contract for Evaluation Services by Dr. William Kelly	\$ 62,500.00
	\$ -
Sub-Total	\$ 62,500.00

Total **\$ 64,699.00**

H. Other Costs

Total 0

I. Indirect Costs

Description	Computation	Cost
Indirect Cost	2%	\$ 4,902.00
Total		\$ 4,902.00

Budget Summary - Year 1

Budget Category	Amount
A. Personnel	\$ 133,488.00
B. Fringe Benefits	\$ 42,395.00
C. Travel	\$ 4,494.00
D. Equipment	\$ -
E. Supply Items	\$ -
F. Construction	\$ -
G. Consultants/Contracts	\$ 64,699.00
H. Other Costs	\$ -
Total Direct Costs	\$ 245,076.00
I. Indirect Costs	\$ 4,902.00
TOTAL PROJECT COSTS	\$ 249,978.00
Federal Request	\$ 249,978.00
Non-Federal Amount	\$ -

Budget Detail Worksheet - Year 2

Travis County Adult Probation Domestic Violence Accountability Management Program (DV-AMP)

A. Personnel

Name/Position	Computation	Cost
Probation Officer	12 mos @ \$3708/mo	\$ 44,496.00
Probation Officer	12 mos @ \$3708/mo	\$ 44,496.00
Probation Officer	13 mos @ \$3708/mo	\$ 44,496.00
Project Director/Grant Coordinator	In-Kind Position	\$ -
Probation Officers	In-Kind Positions	\$ -
Assessors	In-Kind Positions	\$ -
Sub-Total		\$ 133,488.00

B. Fringe Benefits

Name/Position	Computation	Cost
Retirement	12.27%	\$ 16,379.00
FICA-OASDI	1.45%	\$ 1,936.00
FICA-Medicare	6.20%	\$ 8,276.00
Health Insurance	(\$439 *12) * 3	\$ 15,804.00
Sub-Total		\$ 42,395.00

Total Personnel & Fringe Benefits**\$ 175,883.00****C. Travel**

Purpose of Travel	Location	Item	Computation	Cost
Required Meeting	Washington DC	Travel for 3 people to 3 day meeting	\$625 airfare per person * 3 people	\$ 1,875.00
Required Meeting	Washington DC	Lodging for 3 people for 3 days	\$220/day * 3 days lodging * 3 people	\$ 1,980.00
Required Meeting	Washington DC	Meals for 3 people for 3 days	\$71/day * 3 days * 3 people	\$ 639.00
		Total		\$ 4,494.00

D. Equipment**Total** _____ **0****E. Supply Items****Total** _____ **0****F. Construction****Total** _____ **0**

G. Consultants/Contracts
Consultant Fees

Sub-Total 0

Consultant Expenses

Purpose of Travel	Location	Item	Computation	Cost
Training 1: Domestic Violence Training for DV-AMP Team (1.5 days of training)	Austin, TX	Travel for 1 trainer	\$625 airfare * 1 trainer	\$ 625.00
Training 1: Domestic Violence Training for DV-AMP Team (1.5 days of training)	Austin, TX	Lodging for trainer	\$175/day * 2 days lodging	\$ 350.00
Training 1: Domestic Violence Training for DV-AMP Team (1.5 days of training)	Austin, TX	Meals for trainer	\$71/day * 2 days	\$ 142.00
Training 2: Domestic Violence Training for DV-AMP Team (1 day of training)	Austin, TX	Travel for 1 trainer	\$625 airfare * 1 trainer	\$ 625.00
Training 2: Domestic Violence Training for DV-AMP Team (1 day of training)	Austin, TX	Lodging for trainer	\$175/day * 2 days lodging	\$ 350.00
Training 2: Domestic Violence Training for DV-AMP Team (1 day of training)	Austin, TX	Meals for 1.5 days	\$71/day * 1.5 days	\$ 107.00
Sub-Total				\$ 2,199.00

Contracts

Item	Cost
Contract for Evaluation Services by Dr. William Kelly	\$ 62,500.00
	\$ -
Sub-Total	\$ 62,500.00

Total **\$ 64,699.00**

H. Other Costs

Total 0

I. Indirect Costs

Description	Computation	Cost
Indirect Cost	2%	\$ 4,902.00
Total		\$ 4,902.00

Budget Summary - Year 2

Budget Category	Amount
A. Personnel	\$ 133,488.00
B. Fringe Benefits	\$ 42,395.00
C. Travel	\$ 4,494.00
D. Equipment	\$ -
E. Supply Items	\$ -
F. Construction	\$ -
G. Consultants/Contracts	\$ 64,699.00
H. Other Costs	\$ -
Total Direct Costs	\$ 245,076.00
I. Indirect Costs	\$ 4,902.00
TOTAL PROJECT COSTS	\$ 249,978.00
Federal Request	\$ 249,978.00
Non-Federal Amount	\$ -

BUDGET SUMMARY FOR 2 YEAR GRANT PERIOD

Budget Category	Amount
A. Personnel	\$ 266,976.00
B. Fringe Benefits	\$ 84,790.00
C. Travel	\$ 8,988.00
D. Equipment	\$ -
E. Supplies	\$ -
F. Construction	\$ -
G. Consultants/Contracts	\$ 129,398.00
H. Other Costs	\$ -
Total Direct Costs	\$ 490,152.00
I. Indirect Costs	\$ 9,804.00
TOTAL PROJECT COSTS	\$ 499,956.00
Federal Request	\$ 499,956.00
Non-Federal Amount	\$ -

Budget Narrative
Travis County Adult Probation Domestic Violence Accountability Management Program

PERSONNEL:

Requested Grant-Funded Positions

Probation Officers: Three full-time probation officer positions are being requested to provide specialized supervision and monitoring of medium to high risk felony probationers with Domestic Violence offenses to ensure compliance with conditions of community supervision. The probation officers will work collaboratively with other Domestic Violence - Accountability Management Program (DV-AMP) Team Members to ensure offender accountability. For years 1 and 2 of the grant, a 12 month salary (\$44,496 annually) is being requested for each probation officer position. Personnel costs for year 1 total \$133,488; and \$133,488 for year 2.

In-Kind Positions

Project Director/Grant Coordinator: Lila Oshatz, LMSW-AP, M.Ed., will serve as the Project Director for the DV-AMP. She has 20+ years of experience overseeing grant initiatives on local, state, and federal levels. The Project Director will administer and monitor all grant requirements and provide program development oversight. This position will also serve as the primary contact to BJA for any questions pertaining to the DV-AMP grant. This is an in-kind position.

Probation Officers: In addition to the grant funded probation officer positions, to show its commitment to this important and innovative initiative, the Department will re-configure some existing caseloads to create three additional probation officer positions to provide specialized supervision and monitoring of probationers with Domestic Violence offenses to ensure compliance with conditions of community supervision. It is to be determined which individuals will serve in these in-kind positions.

Assessors: The Assessor positions will complete the following instruments to screen for domestic violence and determine offenders risk and criminogenic need areas: the Wisconsin Risk/Needs Assessment, the Domestic Violence Screening Instrument (DVSI-R2) or Ontario Domestic Assault Risk Assessment (ODARA), the Hare Psychopathy Checklist (PCL-R), and the Substance Abuse Evaluation (SAE). It is to be determined which individuals will serve in these in-kind positions.

FRINGE BENEFITS

The following fringe benefits are being requested for the three grant-funded probation officer positions at the current rates for the applicant agency. For years 1 and 2, fringe benefits for 12 months is being requested for grant-funded positions.

- FICA-OASDI at the rate of 1.45% of total wages:
 - Year 1- \$1,936
 - Year 2- \$1,936
- FICA-Medicare at the rate of 6.2% of total wages:
 - Year 1- \$8,276
 - Year 2- \$8,276
- Retirement at the rate of 12.27% of total wages:
 - Year 1- \$16,379
 - Year 2- \$16,379
- Health Insurance at the applicant agency's current average of \$439 per month per person:
 - Year 1- \$15,804
 - Year 2- \$15,804

TRAVEL:

As required by the grant specifications, the budget includes cost for 3 staff to attend a 3 day grantee meeting in Washington D.C. Airfare, lodging and meals are included for a total of \$4,494 for year 1 and \$4,494 for year 2.

CONSULTANTS/CONTRACTS:

Consultant expenses:

Consultant expenses include the cost of airfare, lodging, and meals for 1 trainer to provide two Domestic Violence trainings to the DV-AMP team each year. It is anticipated that the first training will consist of 1.5 days of training and the second training will be a 1 day training later in the year. The Department has communicated with James Henderson Jr. MSW, CAC-R, a Technical Assistance Provider with the Battered Women's Justice Project, regarding providing training/technical assistance to the DV-AMP Team. The consultant expenses total \$2,199 for year 1 and \$2,199 for year 2.

Contracts: Travis County Adult Probation (TCAP) will contract with Dr. William Kelly, as lead researcher for the evaluation of the DV-AMP. Dr. Kelly has a long-standing history of working with TCAP to evaluate TCAP initiatives. Dr. Noel Busch-Armendariz will serve as a consultant. As noted in the grant specifications, approximately 25% of project costs have been budgeted for evaluation services (\$62,500 annually). An exemption order signed by the TCAP Administrative Judge is attached, exempting this professional service from the competitive bidding procurement process.

INDIRECT COSTS

In accordance with standard indirect cost rate for other federal funding opportunities for local units of government, applicant agency is requesting an indirect rate of 2%. The indirect costs requested for each year are as follows:

- Year 1- \$4,902
- Year 2- \$4,902

The applicant agency is requesting \$249,978 for year 1 and \$249,978 for year 2 for a total of \$499,956 in federal funding over the two year grant period.

**ORDER EXEMPTING PURCHASE OF
PROFESSIONAL SERVICES
FROM REQUIREMENTS OF THE COUNTY PURCHASING ACT**

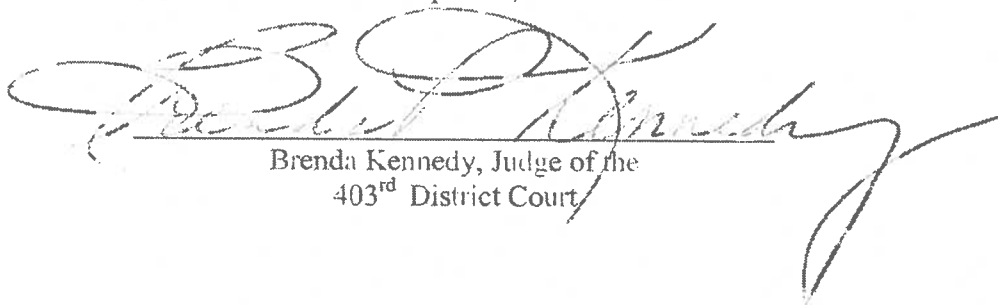
WHEREAS, the Adult Probation Department Administrative District Judge of Travis County has the authority to exempt the purchase of personal or professional services from the competitive bidding and competitive proposal requirements of the County Purchasing Act pursuant to §262.024(a)(4) of the Local Government Code, and

WHEREAS, the Adult Probation Department of Travis County upon grant award from the Bureau of Justice Assistance desires to enter into a contract for the provision of Research and Program Evaluation Services required by a Bureau of Justice Assistance Grant for Domestic Violence Probation service delivery; and

WHEREAS, services provided by Dr. William Kelly, Director, Center for Criminology and Criminal Justice Research are professional services requiring specialized training and expertise;

NOW, THEREFORE, the Adult Probation Department Administrative District Judge of Travis County hereby **ORDERS** that the purchase of professional Research and Program Evaluation Services required by a Bureau of Justice Assistance Grant for Domestic Violence Probation service delivery services is exempted from the competitive bidding and competitive proposal requirements of the County Purchasing Act pursuant to §262.024(a)(4) of the Local Government Code.

Date: April 26, 2012


Brenda Kennedy, Judge of the
403rd District Court

Project Timeline:
Travis County Adult Probation Domestic Violence Accountability Management
Program (DV-AMP)

Goal	Related Objective	Activity	Date	Responsible Individual
Improve supervision strategies to reduce recidivism	Develop and implement evidence-based strategies to improve the supervision of probationers and reduce recidivism.	<ol style="list-style-type: none"> 1. Implementation of TCIS for DV caseloads 2. Placement on specialized DV caseloads 3. Development/use of Supervision Accountability Plan (SAP) 4. Design and implement sanctions docket 5. Use of risk/needs assessment 6. Use of DV assessment/Hare 7. DV/Victim Training for DV-AMP Team 	<ol style="list-style-type: none"> 1. Nov. 2012 2. Ongoing 3. Nov. 2012/ Ongoing 4. Nov. 2012 5. Ongoing 6. Ongoing 7. Ongoing 	<ol style="list-style-type: none"> 1. Project Director 2. Project Director 3. Project Director/PO 4. Project Director 5. Assessors 6. Assessors 7. Project Director
Promote jurisdictional collaboration re: DV	Identify intercept points to support improved accountability for DV offenders	<ol style="list-style-type: none"> 1. Develop DV-AMP Team 2. Develop DV-AMP coordination practices 	Dec. 2012/ Feb. 2013	Project Director
Evaluate DV-AMP Model and related activities	Formalize development of evaluation process and evaluation team	<ol style="list-style-type: none"> 1. Evaluation Partner designs model in conjunction with TCAP and consultants 2. Track service delivery/performance measures 3. Process Evaluation 4. Outcome Evaluation 	<ol style="list-style-type: none"> 1. Oct. 2012/ Nov. 2012 2. Nov. 2012/ Ongoing 3. May 2013/ May 2014 4. Nov. 2013/ Sept. 2014 	<ol style="list-style-type: none"> 1. Evaluator/ Project Director 2. TCAP staff 3. Evaluator 4. Evaluator

**POSITION DESCRIPTION: DV-AMP PROBATION OFFICER(S)
(GRANT-FUNDED POSITION)**

To Be Determined

LEVEL OF EFFORT: 100%

ROLES: Provides specialized supervision to clients who have been placed on community supervision for a felony domestic violence offense, enforces conditions of community supervision and monitors all aspects of casework related to offender progress/regress in treatment and adherence to the conditions of community supervision; enhances offender accountability and victim safety by working closely with the BIPP provider and Family Violence Protection Team. Conducts initial and subsequent interviews with clients to assist in sentencing, explains conditions of community supervision, and assists clients in addressing criminogenic needs and meeting terms of community supervision.

DUTIES AND RESPONSIBILITIES:

- Conducts initial and subsequent interviews with clients, explaining conditions of community supervision as set forth by the courts;
- Investigates and examines all information related to client's case to facilitate the completion of a supervision accountability plan;
- Interprets conditions of community supervision, monitors for compliance with conditions, and takes appropriate action for non-compliance;
- Maintains ongoing accurate level of supervision on all offenders;
- Makes treatment and other referrals as required by offender needs and/or court ordered conditions;
- Collaborates with the local BIPP provider, Family Violence Protection Team and other referral sources;
- Monitors client's progress through regular office contacts and interviews with client, collateral contacts and field visits to client's home and other locations pertinent to client's case;
- Uses motivational interviewing techniques to assist in addressing criminogenic needs and to facilitate change in behavior to reduce recidivism;
- Documents all contacts with clients and collateral sources, as well as all pertinent facts and events occurring in client's life, including issues of compliance and noncompliance;
- Prepares legal documents and other reports for judges, attorneys and the court system for all routine court review and violation hearings;
- Conducts urinalysis and BAC testing on clients as required for purposes of substance abuse monitoring. May administer other substance abuse screening and assessment tools;
- Provides testimony in court, as required;
- Attends training specific to domestic violence, to include training by victim services providers, as well as other training as needed to address population served.

MINIMUM QUALIFICATIONS:

- Bachelor's degree in Criminal Justice or a directly related field. If Bachelor's degree is in unrelated field, must have one (1) year of graduate work in related field or one (1) year of experience in full-time casework, counseling or community group work.
- Valid Texas Driver's License.

**POSITION DESCRIPTION: PROJECT DIRECTOR/GRANT COORDINATOR
(IN-KIND POSITION)**

Lila Oshatz, LMSW-AP, M.ED.

ROLES:

Provides leadership, management and coordination in planning, organizing, implementing grant programming/operations in accordance with State, Federal and Local laws, policies, procedures and guidelines. Develops strategic plans to accomplish goals and objectives and improve effectiveness and efficiency of services.

DUTIES AND RESPONSIBILITIES:

- Directs, plans, organizes, implements, monitors overall grant operations.
- Oversees and participates in the planning and development of policies, procedures, goals and objectives.
- Develops strategic plans to accomplish goals and objectives, improve effectiveness and efficiency of service delivery and grant operations and resolves service gaps.
- Directs management and staff and ensures activities are consistent with goals and objectives and ensures compliance with grant requirements.
- Represents the organization and facilitates ongoing collaboration with partnering organizations regarding grant activities.
- Monitors and approves budget expenditures.
- Prepares any programmatic reports required by grant.
- Directs the development of, and participation in, training and education opportunities for staff and collaborating partners.
- Serves as point of contact with grantor regarding grant activities.
- Attends trainings as needed to address population served.

MINIMUM QUALIFICATIONS:

- Master's degree in Social or Behavioral Services AND eight (8) years increasingly responsible experience in program design development and implementation and five (5) years mid- to senior level supervisory or management experience.
- Valid Texas Driver's License.

POSITION DESCRIPTION: DV-AMP PROBATION OFFICER(S)
(IN-KIND POSITION)
To Be Determined

ROLES: Provides specialized supervision to clients who have been placed on community supervision for a felony domestic violence offense, enforces conditions of community supervision and monitors all aspects of casework related to offender progress/regress in treatment and adherence to the conditions of community supervision; enhances offender accountability and victim safety by working closely with the BIPP provider and Family Violence Protection Team. Conducts initial and subsequent interviews with clients to assist in sentencing, explains conditions of community supervision, and assists clients in addressing criminogenic needs and meeting terms of community supervision.

DUTIES AND RESPONSIBILITIES:

- Conducts initial and subsequent interviews with clients, explaining conditions of community supervision as set forth by the courts;
- Investigates and examines all information related to client's case to facilitate the completion of a supervision accountability plan;
- Interprets conditions of community supervision, monitors for compliance with conditions, and takes appropriate action for non-compliance;
- Maintains ongoing accurate level of supervision on all offenders;
- Makes treatment and other referrals as required by offender needs and/or court ordered conditions;
- Collaborates with the local BIPP provider, Family Violence Protection Team and other referral sources;
- Monitors client's progress through regular office contacts and interviews with client, collateral contacts and field visits to client's home and other locations pertinent to client's case;
- Uses motivational interviewing techniques to assist in addressing criminogenic needs and to facilitate change in behavior to reduce recidivism;
- Documents all contacts with clients and collateral sources, as well as all pertinent facts and events occurring in client's life, including issues of compliance and noncompliance;
- Prepares legal documents and other reports for judges, attorneys and the court system for all routine court review and violation hearings;
- Conducts urinalysis and BAC testing on clients as required for purposes of substance abuse monitoring. May administer other substance abuse screening and assessment tools;
- Provides testimony in court, as required;
- Attends training specific to domestic violence, to include training by victim services providers, as well as other training as needed to address population served.

MINIMUM QUALIFICATIONS:

- Bachelor's degree in Criminal Justice or a directly related field. If Bachelor's degree is in unrelated field, must have one (1) year of graduate work in related field or one (1) year of experience in full-time casework, counseling or community group work.
- Valid Texas Driver's License.

POSITION DESCRIPTION: ASSESSOR(S)
(IN-KIND POSITION)
To Be Determined

ROLES:

Provides screening and assessment to pre-sentence clients prior to adjudication by the courts as well as post-adjudication. Prepares reports of assessment results to assist in sentencing, and ordering conditions to meet the needs of the clients.

DUTIES AND RESPONSIBILITIES:

- Prepares for appointments scheduled on a daily basis by familiarizing self with all relevant client information and preparing necessary forms for interview. Ensures that clients are seen in a timely manner. Provides overview of the assessment process in a manner that the client can understand. Obtains all necessary client signatures on forms as per policy.
- Utilizes Motivational Interviewing (MI) during assessment and to explain recommendations to clients: uses good interactive skills with probationers through reflective listening, affirmation and summarizations, and asks relevant open-ended questions. Maintains positive, professional rapport with clients.
- Administers a variety of screening and assessment instruments and takes comprehensive notes to aid in the assessment/treatment planning process. Screening and Assessment tools administered are as follows: Substance Abuse Evaluation (SAE), the Texas Department of Criminal Justice-Community Justice Assistance Division version of the Addiction Severity Index (ASI), Wisconsin Risk/Needs Assessment the Domestic Violence Screening Instrument (DV-SIR2), Ontario Domestic Assault Risk Assessment (ODARA), and Hare Psychopathy Checklist (PCL-R).
- Maintains good communication with probation officers and treatment providers re: treatment recommendations/changes/progress and assessment results/appointment no-shows.
- Prepares legal documents and other reports for judges, attorneys and the court system, as required.
- Provides testimony in court, as required. May be assigned to present reports and provide court assistance on assessment related matters.
- Performs other job-related duties as assigned.

MINIMUM QUALIFICATIONS:

- Bachelor's degree in Criminal Justice or a directly related field. If Bachelor's degree is in unrelated field, must have one (1) year of graduate work in related field or one (1) year of experience in full-time casework, counseling or community group work.

Bio Sketches/Vitae
of
Project Director
Evaluators
Trainer

Lila Oshatz
6905 Via Correto Drive
Austin, Texas 78749
(512) 288-9544
blmmparr@aol.com

SUMMARY OF QUALIFICATIONS

- Extensive experience in contract negotiation, management and monitoring
- Extensive experience in program initiation, administration and fidelity
- Extensive experience in fundraising, program design and strategic planning
- Extensive experience in developing grant proposals and public relations materials
- Professional team member and team builder
- Assertive, effective advocate and communicator, creative problem solver

MANAGEMENT/PLANNING EXPERIENCE

- Designed and coordinated community collaborations
- Designed and coordinated management systems and organizational structure of programs
- Planned and developed goals/outcome measures for non-profits and personal business
- Coordinated and monitored program evaluation efforts, data collection, prepared reports
- Designed, coordinated and managed a variety of events, cultural programs, conferences
- Developed and implemented written policies and procedures
- Recruited, trained and supervised paid and volunteer staff

FINANCIAL MANAGEMENT/BUDGETING

- Developed and monitored budgets in excess of \$4 million annually
- Managed competitive bid process, contract negotiation and monitoring
- Prepared local, state and federal and foundation grant proposals
- Developed and managed program accountability and fiscal documentation systems
- Developed standardized vendor invoice system
- Developed financial goals of projects

COMMUNICATIONS/COMMUNITY RELATIONS

- Designed and implemented marketing and public relations strategies and materials
- Wrote and produced film and videos
- Developed community involvement and consensus for projects
- Developed and wrote brochures, newsletters, press releases and public information items
- Addressed diverse audiences on a variety of topics
- Appeared on radio and television programs and served as agency media spokesperson
- Provided technical assistance and training to social service and governmental agencies

EDUCATION

M.Ed. in Public Administration 1979
Antioch University, Yellow Springs Ohio

B.A. Political Science/Journalism 1970
University of California at Los Angeles

OTHER EXPERIENCE

Licensed Master Social Worker – Advanced Practitioner (LMSW-AP) 1988- present
Leadership Austin
Texas Corrections Association, Board Member
American Probation and Parole Association, Austin, Conference Chair
Texas Probation Association, Conference Committee Chair
Zilker Theatre Productions Board of Directors
Flights of Fantasy Story Theater Board of Directors
Southwest Educational Development Lab -Consultant
Guest Lecturer, St. Edwards University
Trainer in Contract Management, EBP Treatment Planning and Documentation

EMPLOYMENT

1990 - Present	Travis County, Probation Division Director, Program services
1988 - 1989	Ann Richards Gubernatorial Committee, Fundraising Coordinator
1985 - 1988	University YWCA, Director of Development
1981 – 1985	Armadillo Clothworks, Owner
1979 – 1981	University of Texas, Teacher Education and R & D Center, National Education Research Study Coordinator

PUBLICATIONS

Travis County Adult Probation Incubator Report # 10, Strengthening the Management and Treatment of Sex Offenders: While on Probation, 2007

VITA
William R. Kelly, Ph.D.

OFFICE ADDRESS: Department of Sociology, and
Center for Criminology and Criminal Justice Research
The University of Texas at Austin, Austin, Texas 78712
(512) 471-1122

EDUCATION:

1978	Ph.D.	Department of Sociology Indiana University Methodological Specialty: Econometrics Minor: Economics
1974-1977	M.A.	Department of Sociology Indiana University
1968-1972	B.A.	Sociology and Political Science Indiana University

POSITIONS:

2001-Present	Fellow, Darrell K. Royal Regents Chair in Ethics and American Society, University of Texas at Austin
1996-Present	Founding Director, Center for Criminology and Criminal Justice Research, University of Texas at Austin
1993-Present	Professor, Department of Sociology, University of Texas at Austin
1984-1993	Associate Professor, Department of Sociology, University of Texas at Austin
1983-Present	Research Associate, Center for Statistical Sciences, University of Texas at Austin
1978-Present	Research Associate, Population Research Center, University of Texas at Austin
1978-1984	Assistant Professor, Department of Sociology, University of Texas at Austin

CURRENT RESEARCH:

Criminal Justice/Criminology/Ecology of Crime
Program and Policy Research and Evaluation
Research Methodology and Statistics

CURRENT TEACHING:

Criminal Justice/Criminology
Situational Crime Prevention
Statistics and Quantitative Methods
Program and Policy Evaluation

TEACHING AWARD:

1992-1993 Dad's Association Centennial Teaching Fellowship

WORK IN PROGRESS

A book assessing criminal justice policy, including incarceration, diversion, probation and reentry

SELECTED PUBLICATIONS:

BOOK

- 1993 Sheldon Ekland-Olson and William R. Kelly, Justice Under Pressure: Prison Crowding, Parole Release and Recidivism in Texas. New York, Springer-Verlag.

ARTICLES AND BOOK CHAPTERS*

- 2005 William R. Kelly, Tammy Macy and Daniel P. Mears. "Juvenile Court Referrals in Texas: An Assessment of Criminogenic Needs and the Gap Between Needs and Services," *The Prison Journal*, 85, No.4: 467-489.
- 2002 Daniel P. Mears and William R. Kelly. "Linking Process and Outcomes in Evaluating a Statewide Drug Treatment Program for Youthful Offenders," *Crime and Delinquency*, 48: 99-115.
- 2001 Daniel P. Mears and William R. Kelly. "Findings from a Process Evaluation of a Statewide Residential Substance Abuse Treatment Program for Youthful Offenders," *The Prison Journal*, 81: 246-270.
- 1999 Daniel P. Mears and William R. Kelly. "Assessments and Intake Processes in Juvenile Justice Processing: Emerging Policy Considerations," *Crime and Delinquency*, 45: 508-529.

- 1995 Hee-Jong Joo, Sheldon Ekland-Olson and William R. Kelly. "Recidivism Among Paroled Property Offenders Released During a Period of Prison Reform," *Criminology*, 33:389-410.
- 1992 Sheldon Ekland-Olson, William R. Kelly and Michael Eisenberg, "Crime and Incarceration: Some Comparative Findings from the 1980's," *Crime and Delinquency*, 38: 392-416.
- 1991 William R. Kelly and Sheldon Ekland-Olson, "The Response of the Criminal Justice System to Prison Overcrowding: Recidivism Patterns Among Four Successive Parolee Cohorts," *Law and Society Review*, 25: 601-620
- 1986 Omer Galle, Mark Fossett and William R. Kelly, "Racial Occupational Inequality, 1940-1980: National and Regional Trends," *American Sociological Review*, 51: 421-430.
- 1985 Parker Frisbie, Wolfgang Opitz and William R. Kelly, "Marital Instability Trends Among Mexican Americans as Compared to Blacks and Anglos: New Evidence," *Social Science Quarterly*, 66: 587-602.
- 1984 William R. Kelly and Larry Isaac, "The Rise and Fall of Urban Racial Violence in the U.S.: 1948-1979," pp. 203-234 in Louis Kriesberg (ed.) *Research in Social Movements, Conflict and Change Vol. VII*. Greenwich: JAI Press.
- 1984 William R. Kelly and Omer Galle, "Sociological Perspectives and Evidence on the Links between Population and Conflict," pp. 91- 122 in Nazli Choucri (ed.) *Multidisciplinary Perspectives on Population and Conflict*. Syracuse: Syracuse University Press.
- 1983 William R. Kelly, Dudley Poston, Jr. and Phillips Cutright, "Determinants of Fertility Levels and Change Among Developed Countries: 1958-1978," *Social Science Research* 12: 87-108.
- 1983 Sheldon Ekland-Olson, William R. Kelly and Michael Supancic, "Sanction Severity, Feedback and Deterrence," pp. 129-164 in Gordon Whitaker and Charles Phillips (eds.), *Evaluating Performance of Criminal Justice Agencies*. Sage Research Progress Series in Criminology, Beverly Hills: Sage.
- 1981 Larry Isaac and William R. Kelly, "Racial Insurgency, the State and Welfare Expansion: Local and National Level Evidence from the Postwar United States," *American Journal of Sociology*, 86: 1348-1386.

- 1980 William R. Kelly and David Snyder, "Racial Violence and Socioeconomic Changes among Blacks in the United States," *Social Forces*, 58: 739-760.
- 1980 William R. Kelly and Phillips Cutright, "Modernization and the Demographic Transition: Cross-Sectional and Longitudinal Analyses of a Revised Model," *Sociological Focus*, 13: 315-329.
- 1977 Ilene Nagle Bernstein, William R. Kelly and Pat Doyle, "Societal Reaction to Deviants: The Case of Criminal Defendants," *American Sociological Review*, 42: 743-755.

MAJOR RESEARCH GRANTS FUNDED:

- 2003-2006 "Assessing the Social, Structural and Ecological Context of the Relationship Between Public Order Crime and More Serious Crime," National Institute of Justice, Office of Justice Programs, United States Department of Justice.
- 2003-2006 "Project Safe Neighborhoods: Strategies for Reducing Gun Violence in the Western District of Texas," Bureau of Justice Assistance, Office of Justice Programs, United States Department of Justice.
- 2002-2005 "An Assessment of Special Programming and Management Needs of Youthful Offenders Sentenced to Adult Correctional Facilities," National Institute of Justice, Office of Justice Programs, United States Department of Justice.
- 2000-2002 "Youthful Offenders in the Texas Juvenile Justice System: An Evaluation of Their Needs and the Challenges in Providing Needed and Appropriate Services." The Hogg Foundation for Mental Health.
- 1999-2002 "A GIS Analysis of the Relationship Between Public Order Crime and More Serious Crime." National Institute of Justice, Office of Justice Programs, United States Department of Justice.
- 1999-2001 "An Outcome Evaluation of the Texas Youth Commission RSAT Chemical Dependency Treatment Program." National Institute of Justice, Office of Justice Programs, United States Department of Justice.
- 1998-2000 "A Process Evaluation of the Texas Youth Commission RSAT Chemical Dependency Treatment Program."

National Institute of Justice, Office of Justice Programs,
United States Department of Justice.

- 1998-1999 "Mental Health Needs Assessments of Juvenile Offenders." The Hogg Foundation for Mental Health.
- 1988-1990 "An Evaluation of Release Strategies Used for Managing the Texas Prison Population Crisis," National Institute of Justice (Co-principal Investigator with Sheldon Ekland-Olson).

SELECTED CRIMINAL JUSTICE PROGRAM EVALUATIONS:

- 2005 "Travis County SMART Program Evaluation
- 2003 Assessing the Prevalence of Mental Illness among the Juvenile Justice Population in Texas, OJJDP.
- 2003 Juvenile Justice Mental Health Prevalence Study
- 2003 Travis County Mental Health Project
- 2002 "Travis County Juvenile Drug Court."
- 2002 "City of Austin Youth Diversion Program Process and Outcome Evaluation."
- 2001 "An Evaluation of the Changing Lives Through Literature Program: Brazoria County CSCD."
- 2001 "Criminal Justice in Texas: Past and Current Policies, and Alternatives for the Future."
- 2001 "Juvenile Justice In Texas: Trends in Crime, Processing, and Policy Over the Past Twenty Years."
- 2001 "City of Austin Youth Diversion Program Process and Outcome Evaluation."
- 2000 "Travis County CSCD SMART Program Risk and Needs Assessment Evaluation."
- 2000 "Austin Police Department Juvenile Diversion Center Evaluation."
- 2000 "Texas Department of Criminal Justice Sex Offender Assessment Validation."

- 1999 "Mental Health Needs Assessments of Juvenile Offenders Final Report," The Hogg Foundation for Mental Health.
- 1999 "Austin Police Department Juvenile Diversion Center Evaluation," University of Texas at Austin.
- 1999 "Travis County Community Supervision and Corrections Department Day Resource Center Evaluation," University of Texas at Austin.
- 1998 "Broken Windows and Broken Lives: Addressing Public Order Offending in Austin," Center for Criminology and Criminal Justice Research, University of Texas at Austin.
- 1998 "Travis County Community Supervision and Corrections Department: Effectiveness and Feasibility of Drug Testing," University of Texas at Austin.
- 1997 "Travis County Community Supervision and Corrections Department: Evaluation of the SMART Program Residential and Aftercare Substance Abuse Treatment Components," University of Texas at Austin.
- 1997 "Travis County Community Supervision and Corrections Department: Substance Abuse Field Unit Demand, Feasibility and Design Study," University of Texas at Austin.
- 1996 "Travis County Community Supervision and Corrections Department: Sex Offender Program Performance Review," University of Texas at Austin.
- 1996 "Travis County Community Supervision and Corrections Department: Process Evaluation of the Supervision and Monitoring of Alcohol-Related Treatment Program," University of Texas at Austin.
- 1996 "Travis County Pre-Trial Services: The Travis County Drug Diversion Court - A Preliminary Outcome Evaluation," University of Texas at Austin.
- 1996 "Travis County Community Supervision and Corrections Department: Probation Performance Measures," University of Texas at Austin.
- 1995 "Travis County Community Supervision and Corrections Department: A Profile and Evaluation of the Supervision and Monitoring of Alcohol-Related Treatment Program Client Population: FY91 - FY95," University of Texas at Austin.

SELECTED PROFESSIONAL ACTIVITIES:

Associate Editor, American Sociological Review, 1984-1988

Deputy Editor, Demography, 1982-1983

Advisory Editor, Demography, 1983-1984

Reviewer/Referee for:

American Sociological Review, 1978-Present

American Journal of Sociology, 1978-Present

Social Forces, 1979-Present

Demography, 1980-Present

Social Science Quarterly, 1980-Present

Law and Society Review, 1991-Present

Crime and Delinquency, 1991-Present

Criminology, 1991-Present

Crime and Justice Research, 1999-present

Justice Quarterly, 2004-present

Criminology and Public Policy, 2002-present

The National Science Foundation, 1981-Present

The National Institute for Child Health and Human Development, 1980-Present

National Institute of Justice, 1998 - Present

COMMUNITY AND PROFESSIONAL SERVICE:

Board Memberships

Member, Board of Directors, Greater Austin Crime Commission, 1999-present

Member, Downtown Austin Community Court Advisory Board, 1998-2005, 2009-present

Chair, Downtown Austin Community Court Advisory Board, 2003-2005

Member, Board of Directors, Mental Health Association, 1988-1990

Member, Board of Directors, Paramount Producers, The Paramount Theater, 1994-1996

Professional

Law Enforcement

Chair, University of Texas Police Oversight Committee, 2005-2006, 2006-2007

Chair, University of Texas Police Department Advisory Board, 1994-1995

Member, University of Texas Police Chief Selection Committee, 1999, 2005-2006

Member, Austin Police Department Gang Task Force, 2005-2006

Graduate, Austin Police Department Citizen's Police Academy

Consultant, Austin Police Department Northeast Area Command, Gun Violence/Robbery Task Force

Instructor, Austin Police Department Cadet Academy

Moderator, Featured General Session, Community Policing in Texas Conference, May, 1999
Panelist, Technological Trends: Crime Analysis and Forensics, Community Policing in Texas Conference, May, 1999
Keynote Speaker, Austin Crime Prevention Council, the Greater Austin Crime Commission, July, 1998

Courts and Corrections

Member, Travis County Prisoner Reentry Roundtable, 2004-present
Member, Travis County Community Justice Council, 2002-present
Consultant to the Texas Department of Criminal Justice - Community Justice Assistance Division
Consultant to the Texas Department of Criminal Justice, Research, Evaluation and Development Unit
Consultant to the Texas Department of Criminal Justice, Programs and Services Division
Consultant to the Texas Attorney General's Office, Litigation Section
Consultant to the Travis County Community Supervision and Corrections Department
Consultant to Travis County Pretrial Services
Moderator, Texas Department of Criminal Justice Annual Management Conference, 1999
Consultant to the Texas Youth Commission
Consultant to the Travis County District Attorney's Office
Consultant to the Southern District of Texas Federal Court's Assessment of the Federal Court Docket
Consultant to the Court, Western District of Texas
Member, Travis County Community Justice Roundtable, 1998-1999
Member, City of Austin Community Court Feasibility Committee, 1998
Member, City of Austin Community Court Implementation Team, 1998-1999
Member, City of Austin/Travis County Mental Health Court Initiative
Keynote Speaker, Texas Probation Association Annual Conference, "Data-Driven Decision Making," April, 1999

United States Department of Justice

Presenter, National Institute of Justice Researcher-Practitioner Partnership Workshop, May, 1998
Peer Review Panel Member, National Institute of Justice Corrections and Sentencing Panel, July, 1998, October 1998, December 2002
Presenter (on behalf of the National Institute of Justice), American Probation and Parole Association Workshop "Establishing Collaborative Research Efforts Between Academics and Practitioners," August, 1998
Presenter (on behalf of the National Institute of Justice), American Evaluation Association Conference "Researcher-Practitioner Partnerships," October, 1998

- **Presenter (on behalf of the National Institute of Justice), American Probation and Parole Association Winter Training Institute “Establishing Collaborative Research Efforts Between Academics and Practitioners,” January, 1999**
- Panelist, Crime Mapping Panel, National Institute of Justice Annual Conference on Criminal Justice Research and Evaluation, July, 1999**
- Plenary Keynote Speaker, Crime Mapping Research Center, United States Department of Justice, Annual Crime Mapping Conference**

**CURRICULUM VITAE
NOËL BRIDGET BUSCH-ARMENDARIZ**

EDUCATION

1997 - 2000	Doctor of Philosophy (PhD) College of Social Work, University of South Carolina
1993 – 1996	Master of Public Administration (MPA) School of Liberal Arts, Department of Government and International Studies, University of South Carolina
1991 – 1993	Master of Social Work (MSW) College of Social Work, University of South Carolina
1984 – 1988	Bachelor of Arts in Psychology (BA) Department of Human Behavior and Social Sciences High Point University

LICENSURE

Texas State Board of Social Work Examiners
1100 West 49th Street, Austin, Texas 78756
Licensed Master of Social Work (LMSW) # 35978

PROFESSIONAL SOCIAL WORK EXPERIENCE

The University of Texas at Austin, School of Social Work, Austin, TX
Associate Professor, 2007– present
Assistant Professor, 2001 – 2006
Director, Institute on Domestic Violence & Sexual Assault, 2001 – present

Texas Department of Criminal Justice, Office of Victims of Crime, Victim Offender Mediated Dialog,
Austin, Texas, fall 2006 – 2008 (Pro Bono)

Texas Council on Family Violence, Group Facilitator for the Empowerment Project, Woodman Jail in
Gatesville, Texas, spring 2002 (Pro Bono)

SafePlace, Therapeutic group facilitator for Safe Parenting Program, for battered women mandated by Child
Protective Services, Pro Bono, spring 2003 (Pro Bono)

The University of South Carolina, College of Social Work, Columbia, SC
Adjunct Professor in Korea, Summer 2001, 2004, & 1997

South Carolina Coalition Against Domestic Violence & Sexual Assault, Columbia, SC
Coordinator of Research & Special Projects, August 1998 – September 2000
Interim Executive Director, May 1999 - July 1999

South Carolina Department of Social Services, Columbia, SC
Certified Adoption Trainer & Investigator
October 1996 – December 2000

Sistercare, Inc., Columbia, SC
Community Support Group Leader, August 1997 – May 2000
Program Director, The EMPoWer Project, August 1996 - August 1997

Grassroots Organizer & Legislative Advocate, May 1993 - June 1994
Graduate Student Intern, August 1992 - 1993

United States Peace Corps, Timisoara, Romania
Social Work Volunteer & Faculty Member, University of Timisoara
June 1994 - June 1996

The University of South Carolina, The College of Social Work
The Center for Child and Family Studies, Columbia, SC
Research Assistant & Curriculum Writer, The Victim Assistance
Project, August 1997 - August 1998
Research Assistant to the Assistant Dean,
August 1992 - August 1994 and July 1996 - December 1996

The Department of Mental Health, South Carolina State Hospital, Columbia, SC
Master of Social Work Graduate Assistant, August 1991 - August 1992

North Carolina Department of Correction, Parole Services, Greensboro, NC
Assistant Training Coordinator, October 1989 - August 1991

Youth Services Bureau, Big Brothers/Big Sisters Program, Greensboro, NC
Program Facilitator, September 1988 - October 1989

Lutheran Families Services, Refugee Division, Greensboro, NC
Immigration Assistant, May 1987 - May 1988

EXTERNALLY FUNDED GRANTS AND CONTRACTS

Current Projects: Principal Investigator

Wells, W., & **Busch-Armendariz, N.B.** (co-PI). Sexual Assault Kit Action Research
Department of Justice, National Institute of Justice
April 2011 – March 2012
\$1,000,000

Busch-Armendariz, N.B. Full Court Press: Technical Assistance for Victim Advocates on Domestic
Violence, Sexual Assault, and Stalking
Office of the Governor, Criminal Justice Division
September 2011 – August 2012
\$198,000

Busch-Armendariz, N.B. Statewide Domestic Violence Survey of Organizations: A Plan for Policy
Development
Texas Council on Family Violence
July 2011 – August 2012
\$50,000

Busch-Armendariz, N.B. Full Court Press: Expert Witness Training on Domestic Violence
Department of Justice, Office of Violence Against Women
October 2011 – September 2013
\$150,000.

Busch-Armendariz, N.B. Creating an Evidence-based Program to Build Resiliency in Child Abuse Staff and Volunteers

The Department of Justice, Office of Justice Programs, Office of Victims of Crime
Award Number 2009-SZ-B9-K013. Recovery and Reinvestment Act Funding
August 1, 2009 – July 31, 2011
\$499,746

Nsonwu, M. B. Busch-Armendariz, N.B., & Cook Heffron, L. Phase IV Research: Human Trafficking Victims in Central Texas

Refugee Services of Texas
October 1, 2010 – September 31, 2011
\$13,334

Busch, N.B., The Institute on Domestic Violence and Sexual Assault,
State of Texas

\$250,000 reoccurring every biennium*
*funding distribution is pending because of a court injunction

Busch, N.B., Buel, S., & Johnson, R. RGK Foundation, The Institute on Domestic Violence and Sexual Assault, December 2004 – March 2013, \$180,000, \$50,000, \$75,000, & \$180,000.

Busch, N.B. The Institute on Domestic Violence and Sexual Assault,

Shield Ayers Foundation
December 2006 – December 2010
\$20,000 and \$40,000

Completed Projects: Principal Investigator & Co-Investigator

Busch-Armendariz, N.B. The Prevalence of Intimate Partner Violence in Texas. Texas Council on Family Violence, \$292,867, April 1, 2010 – March 31, 2011. Recovery and Reinvestment Act Funding.

Busch-Armendariz, N.B. Statewide Sexual Assault Needs Assessment. Office of the Governor, Criminal Justice Division, \$307,764, April 1, 2010 – March 31, 2011. Recovery and Reinvestment Act Funding.

Busch-Armendariz, N.B. The 24-Hour Response Program. Thirty-fourth Judicial District of Texas, El Paso District Attorney, \$39,315, April 1, 2010 – March 31, 2011. Recovery and Reinvestment Act Funding.

Busch-Armendariz, N.B. The Non-Report Sexual Assault Forensic Exam Project. Texas Association Against Sexual Assault, \$50,000, April 1, 2010 – March 31, 2011. Recovery and Reinvestment Act Funding.

Busch-Armendariz, N.B. The PEACE Project. Texas Association Against Sexual Assault, \$20,000 September 1, 2010 – October 31, 2011.

Busch, N.B., & Nsonwu, M. B. Phase III Research: Human Trafficking Victims in Central Texas. Refugee Services of Texas, \$15,339. April 1, 2009– October 31, 2010.

- Busch, N.B., & Nsonwu, M. B.** Phase II Research: Human Trafficking Victims in Central Texas. Refugee Services of Texas, \$16,877, March 2008 – April 2009.
- Kellison, B., & Busch-Armendariz, N.B.** Social and Economic Impact of Sexually Oriented Businesses in Texas. Office of the Attorney General, \$200,000, January 2008 – August 2009.
- Busch, N.B., DiNitto, D., Johnson, R., & Buel, S.** Refining a methodology to study the prevalence and predictors of men's sexual assault perpetration behaviors against women, UT Women & Gender Studies and Center for Population Research. Spring 2006, \$3500.
- Busch, N.B.,** The Texas Department of Health, Refugee Services Project: Phase VI, July 2007 – April 2008, \$35,000.
- Busch, N.B.** Investigating the Human Trafficking Laws in Texas, Office of the Attorney General, January – August 2008, \$20,480, January 2008 – December 2008.
- Busch, N.B.** Investigating the Social Service Needs of Human Trafficking Victims in Texas, Texas Health & Human Services Commission, January – August 2008, \$20,480, January 2008 – December 2008.
- Busch, N.B.** Teen Dating Violence, Texas Council on Family Violence, September 2007 – August 2008, \$20,000.
- Busch, N.B., & Fong, R.** Refugee Services of Texas and Office of Victims of Crime, Human Trafficking Evaluation Project, April 2006 – June 2007, \$17,877.
- Busch, N.B., Bell, H., & Buel, S.** The Hogg Foundation for Mental Health, The Institute on Domestic Violence and Sexual Assault, November 2002 – 2006, \$120,000.
- Busch, N.B.,** The Texas Department of Health, Refugee Services Project: Phase VI, July 2006 – June 2007, \$71,925.
- Busch, N.B.,** The Texas Department of Health, Refugee Services Project: Phase V, July 2005 – June 2006, \$71,925.
- Busch, N.B.** SafePlace, The BabySafe Project II, May 2005 – March 2006, \$4,000.
- Busch, N.B., Fong, R., Armour, M.** Texas Health and Human Services Commission, Exploring Employability Options for Refugees in Central Texas, October 1, 2004 – September, 30, 2005, \$75,000.
- Busch, N.B., & DiNitto, D.** Silberman Foundation, Sexual Assault Perpetrators and Alcohol and Other Drugs Use, June 2004 – June 2005, \$15,000.
- Busch, N.B.,** The Texas Department of Health, Refugee Services Project: Phase IV, July 2004 – June 2005, \$71,925.
- Busch, N.B. & Fong, R.** Texas Health and Human Services Commission, Training Grant for the Consortia of Refugee Providers, September, 2005, \$5,000.

- Busch, N.B., & Bell, H.** SafePlace, The BabySafe Project I, March 2003 – March 2004, \$12,000.
- Busch, N.B.,** SafePlace Inc., Dating Violence Prevention Project, December 2003 – March 2005, \$13,000.
- Busch, N.B., & Fowler, D.,** UT Women and Gender Studies, Instructional Curriculum Grant, summer 2004, \$3,000.
- Busch, N.B., & Fong, R.** The Texas Department of Human Services, Marriage Initiative with Refugee Families, October 2003 – September 2004, \$81,000.
- Busch, N.B.,** The Texas Department of Health, Refugee Services Project: Phase III, July 2003 – June 2004, \$71,925.
- Busch, N.B.** Texas Association Against Sexual Assault, Developing Outcome Measures for Use By Sexual Assault Agencies in Texas, November 2002 – August 2003, \$40,000
- Busch, N.B., DiNitto, D., & Neff, J.** The Office of the Attorney General and The Texas Association Against Sexual Assault, Sexual Assault Prevalence Study in Texas, March 2002 – August 2003, \$160,000
- Busch, N.B.,** The Texas Department of Health, Refugee Services Project: Phase II, July 1, 2002 – June 30, 2003, \$68,500.
- Busch, N.B.** The Texas Department of Health, Developing a Single Case Management Model for Serving Children with Disabilities and Their Families, Summer 2001, \$35,000
- Busch, N.B.,** The Texas Department of Health, Refugee Services Project: Phase I, July 1, 2001 – June 30, 2002, \$55,049.

PUBLICATIONS

Articles—Published, Invited, Revise and Resubmit/Under Review

- Cook Heffron, L., **Busch-Armendariz, N.**, Vohra-Gupta, S., Johnson, R., & Camp, V. (revised and resubmit). Time to Decide: Texas' Non-Report Sexual Assault Examinations. *Journal of Forensic Nursing*.
- Faulkner, M., Mahapatra, N., Cook-Heffron, L., Nsonwu, M. & **Busch-Armendariz, N.** (under review). Moving Past Victimization and Trauma toward Restoration: Mother Survivors of Sex Trafficking Share Their Inspiration. *Trauma, Violence & Abuse*.
- Mahapatra, N., & **Busch-Armendariz, N.B.** (under review). Domestic Violence Among Immigrants. *Oxford Press Bibliographies*
- Nsonwu, M. B., Cook Heffron, L., Mahapatra, N., Fong, R., & **Busch-Armendariz, N.B.** (under review). Marital and Familial Strengths and Needs: Refugees Speak Out. *Journal of Ethnic & Cultural Diversity in Social Work*.
- Jarrett, J., Kellison, B., **Busch-Armendariz, N.B.**, & Kim, Y. (under review). A comparative analysis of infractions in Texas alcohol establishments and adult entertainment clubs. *Criminal Justice Policy Review*.

- Busch-Armendariz, N. B.,** Nsonwu, M., & Heffron, L. C. (2011). Human trafficking victims and their children: Assessing needs and vulnerabilities and strengths and survivorship. *The Journal of Applied Research on Children*.
- Busch-Armendariz, N.B.,** DiNitto, D.M., Bell, H., Vohra-Gupta, S., & Rhodes, D. (2011). The Prevalence of Sexual Assault: Evidence for Social Work Education and Practice. *Social Work Review* 1, 59-75.
- Busch-Armendariz, N.B.,** Johnson, R., Buel, S., & Lungwitz, J. (2011). Building Community Partnerships to End Interpersonal Violence: A Collaboration of the Schools of Social Work, Law, and Nursing at The University of Texas at Austin, The Institute on Domestic Violence and Sexual Assault (IDVSA). *Violence Against Women*.
- Busch-Armendariz, N. B.,** DiNitto, D.M., Bell, H., Bohman, T. (September 2010). Perpetrators' alcohol and drug use and concurrent violence and aftermath effects of sexual assault. *Psychoactive Drugs*, 42(3), 393-399.
- Busch-Armendariz, N.B.,** Nsonwu, M.B., & Cook Heffron, L. (2009). Understanding human trafficking: The development of typologies of traffickers. University of Nebraska-Lincoln Digital Commons. <http://digitalcommons.unl.edu/cgi/viewcontent.cgi?article=1008&context=humtraffconf>
- Ferraro, K., & **Busch-Armendariz, N.B.** (2009). The use of expert testimony on battering and its effects. VAWnet online at http://new.vawnet.org/category/index_pages.php?category_id=476
- Bell, H., **Busch, N.B.,** Sanchez, E., Tekippe, A. (2008). Pregnant battered women speak out about their relationships and challenges. *Journal of Aggression, Maltreatment, and Trauma*, 17(3).
- DiNitto, D.M., **Busch, N.B.,** Bender, K., Woo, H., Gibson, M., & Dyer, J. (2008). Testing Telephone and Web-based Survey Methods for Studying Men's Sexual Assault Perpetration Behaviors. *Journal of Interpersonal Violence* 23(10), 1483 – 1494.
- Lee, J., **Busch, N.B.,** Lim, H., & Kim, J. (2007). Attitudes toward date rape in South Korea: Examining gender differences. *Sex Roles*, 57, 641-649.
- Fong, R., **Busch, N.B.,** Armour, M., Cook Heffron, L., Chanmugam, A. (2007). Pathways to self sufficiency: Successful entrepreneurship for refugees. *The Journal of Ethnic and Cultural Diversity*, 16, (1/2), 127 - 160.
- McPhail, B., **Busch, N.B.,** Kulkarni, S., & Rice, G. (2007). Evolution of a model: The feminist perspective on family violence. *Violence Against Women*, 13 (8), 817-841.
- Bell, H., & **Busch, N.B.,** DiNitto, D. (2006) Can you ask that over the telephone? *Medicine and Law*, 25 (1), 59 - 81.
- Bell, H., **Busch, N.B.,** & Fowler, D. (2005). Spirituality and domestic violence work. *Critical Social Work*, 6 (2), <http://www.criticalsocialwork.com>, pp. 1 – 13.
- Busch, N.B.,** Fong, R., Williamson, J. (2004). Human trafficking and domestic violence: Comparison in research methodology needs and strategies, *The Journal of Social Work Research and Evaluation: An International Publication*, 5 (2), 137-147.

- Bell, H., **Busch, N.B.**, Cook Heffron, L., White, B., Angelelli, M.J., & Rivaux, S. (2004). Balancing power through community building: Researchers, survivors, and practitioners set the research agenda on domestic violence and sexual assault, *AFFILIA: The Journal of Women in Social Work*, 19 (4), 404-417.
- Busch, N.B.** (2004) Comparisons of the moral reasoning levels between battered and non-battered women, *The Journal of Social Work Education*, 40 (1), 57 - 71.
- Busch, N.B.**, & Bell, H., Hotling, N., & Monto, M. (2002). Male Customers of Prostituted Women: Exploring the Perceptions of Entitlement to Power and Control and Implications for Violent Behavior Toward Women. *Violence Against Women*, 8(9), 1093 – 1112.
- Busch, N.B.**, & Wolfer, T.A. (2002). Battered women speak out: Welfare reform and their decisions to disclose. *Violence Against Women*, 8(5), 566 - 584.
- Busch, N.B.**, & Valentine, D. (2000). Empowerment practice: A focus on battered women. *Affilia: Journal of Women and Social Work*, 15 (1), 82 - 95.
- Burke, L. K., **Busch, N.B.**, & Faucette, M.R. (1998). Educating medical staff to recognize domestic violence: Enhancing knowledge and attitude changes through action research. *The Community Psychologist*, 31 (4), 28 - 31.

CURRENT COMMUNITY LEADERSHIP AND SERVICE

- Vision 21: Transforming Victim Services, National Crime Victim Law Institute.
National Think Tank for victim service providers. Spring 2011 – present.
- SafePlace, Inc. Strategic Planning Committee, August 2009 – present
This agency provides direct services to victims of domestic violence and sexual assault.
- Victim Services Coalition, April 2009 – present
This agency promotes and strives to improve services to crime victims in Texas.
- Office of the Governor, Criminal Justice Division, Violence Against Women Strategic Planning Committee
April 2009 - present
This agency provides oversight for domestic violence and sexual assault funding in Texas.

AWARDS AND RECOGNITIONS

- | | |
|------|---|
| 2009 | The Diversity Mentoring Fellowship given by The University of Texas at Austin, Graduate School |
| 2008 | Gilbert Teaching Award Lucia, John, and Melissa Gilbert Teaching Excellence Award in Women's and Gender Studies, The University of Texas at Austin. |
| 2006 | Lora Lee Peterson Excellence in Teaching given by the School of Social Work, The University of Texas at Austin. |
| 2006 | Summer Research Assignment (SRA) given by the Office of the Provost and Dean of the Graduate School, The University of Texas at Austin. |

- 2006 Distinguished Recent Contributions to Social Work Education Award given by the Council on Social Work Education at the Annual Planning Meeting in Chicago, IL.
- 2005 V-Day Virago Award Commending Exceptional Service to the UT Austin Community for Working to End Violence Against Women and Children.
- 2005 AFFILIA: Journal on Women and Social Work, Twelfth most read research article.
- 2005 AFFILIA: Journal on Women and Social Work, Sixth most cited research article.
- 2005 Community Sabbatical Program by UT Humanities Program, Community Recipient Ms. Torie Camp from the Texas Association Against Sexual Assault to work with Dr. Bruce Kellison for the project, The Cost of Sexual Assault to Texas.
- 2004 The UT Women and Gender Studies Instructional Curriculum Grant (with Co-PI Dr. Dawn Fowler).

James E. Henderson Jr. MSW, CAC-R
1801 Nicollet Ave South, Suite 102
Minneapolis, MN 55403
Phone: 517-414-7302 **Fax:** 517-522-8521
E-mail jhenderson@bwjp.org

Jim Henderson is a technical assistance provider for the US Department of Justice Office on Violence Against Women through the Battered Women's Justice Project.

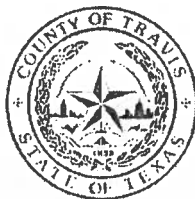
From 1991-2008 Jim was a probation officer responsible for overseeing the policies and practices of Intensive Probation for Domestic Violence offenders in Ann Arbor MI. He was assigned to the Washtenaw County Domestic Violence Unit as part of the Judicial Oversight Demonstration Initiative from 1999 to 2005 and works from a system perspective to enhance victim's safety and defendant accountability. He has provided batterer intervention within the Detroit metropolitan area since 1995. Before joining the criminal justice system in 1993, he worked as the clinical director of Straight, Inc., a family oriented substance abuse program for drug using young people and their families.

In 1998, Jim was appointed by the Mayor of Ann Arbor to serve on the Ann Arbor Domestic Violence Coordinating Board. He has served two terms as a Regional Representative for the Batterer Intervention Services Coalition of Michigan and has been active with them since 1997. He has also been an active member of the Arab American Domestic Violence Coalition from 2001-2006. In 2002 he received a certificate of appreciation for outstanding service on behalf of crime victims from the Washtenaw County Prosecutors office.

Jim has designed and conducted training's, on the effective interviewing of domestic violence offenders and victims. He has endeavored to change the focus of the victim interview from that of "information gatherer" to that of "information provider". Jim trains on the utilization of probation group reporting to gain better compliance, using the community to assist in the monitoring of batterers, thus enhancing the safety of those victimized by the violence. Jim has been faculty for several organizations including the multiple probation and parole associations, The National Council of Juvenile and Family Court Judges Association, VERA institute of Justice, the Michigan Judicial Institute, Batterer Intervention Services Coalition of Michigan, Greenbook, The Battered Women's Justice Project, American Probation & Parole Association, The National Association of Pretrial Services Agencies, the American Prosecutors Research Institutes National Institute on the Prosecution of Domestic Violence., The National Collage of District Court Attorneys Domestic Violence Conference, Praxis International, and The Presidents Family Justice Centers.

Jim is on the national advisory board or acts as a consultancy team member for the Family Justice Center Alliance, The Battered Women's Justice Program, and The Center for Court Innovation.

Jim has been a Certified Addiction Counselor II since 1987 and an Internationally Certified Alcohol and Drug Counselor since 1990. He received his Master's degree in social work from the University of Michigan in 1995.



Judge Julie Kocurek
390TH District Court
Travis County, Texas

Blackwell-Thurman Criminal Justice Center
P.O. Box 1748
Austin, TX 78767

(512)854-4885
Fax (512)854-4680

April 27, 2012

Bureau of Justice Assistance-
Office of Justice Programs
810 Seventh Street NW
Washington, DC 20531

To Whom It May Concern:

This letter is to express the full support of the Travis County District Criminal Court Judges for Travis County Adult Probation's application for the BJA *Smart Probation: Reducing Prison Populations, Saving Money, and Creating Safer Communities* grant solicitation. The department is proposing to expand services to the felony Domestic Violence (DV) probationer through a comprehensive team approach and specialized caseloads targeted at developing and implementing strategies to meet the unique needs of these probationers. Limited funding has hampered Travis County Adult Probation (TCAP) in expanding specialized supervision strategies to the felony DV offender population. BJA grant funding will provide an excellent opportunity for TCAP to address this need in our community and we urge you to consider funding of this request.

The Travis County District Criminal Court Judges have a strong working partnership with TCAP which enables our jurisdiction to develop and implement responsive and timely strategies to meet the needs of probationers. The department is nationally recognized for its impact on public safety through the implementation of Travis Community Impact Supervision, using evidence based practices strategies to reduce recidivism for probationers under community supervision. Felony revocation rates in the department have consistently declined in the last several years, from a rate of

10.2% in FY 2005, to 9% in FY2008 to 8.2% in FY2011. TCIS has also been shown to reduce revocation rates in other specialized caseload populations such as sex offender and mental health caseloads. With both of these populations, not only were specialized supervision strategies employed but more importantly, accountability partnerships were implemented to ensure that a collaborative team approach was the foundation of public safety goals and service delivery. A study of probationers placed under community supervision for Domestic Violence offenses from FY 2005 - FY 2009 showed, at the one year follow-up, 27% of felony maximum level family violence offenders had been revoked and 20% had a new arrest. By the two year follow-up, 42% had been revoked and 31% had a new arrest. As Judges, we are aware that intensive, evidence-based strategies are required for the high risk felony domestic violence probationer population. With the implementation of TCIS for domestic violence offenders, we expect to experience a reduction in recidivism for this population.

The Travis County District Criminal Court Judges are committed to supporting the efforts of TCAP to enhance service delivery for the target population of DV offenders. We are committed to supporting multiple accountability efforts through judicial oversight. TCAP's provision of a coordinated community response via partnerships with other criminal justice agencies in Travis County will ensure services to this population maximize accountability strategies and intensive supervision with the end goal of enhanced public safety by a reduction in recidivism. We urge your support of the TCAP grant application.

Sincerely,



Judge Julie Kocurek

Presiding Judge Criminal Courts



MIKE DENTON

JUDGE

County Court At Law No.4
Domestic Violence Court
Travis County, Texas

Travis County Courthouse
P.O. Box 1748
Austin, Texas 78767
Phone: 512/854-4717
Fax: 512/854-4887
Michael.Denton@co.travis.tx.us

April 26, 2012

Bureau of Justice Assistance-
Office of Justice Programs
810 Seventh Street NW
Washington, DC 20531

To Whom It May Concern:

This letter is to express my support for Travis County Adult Probation's application for the BJA *Smart Probation: Reducing Prison Populations, Saving Money, and Creating Safer Communities* grant solicitation. The department proposes to expand services to the felony Domestic Violence (DV) probationer through a comprehensive team approach and specialized caseloads targeted at developing and implementing strategies to meet their special needs. I support the expansion of specialized services to the DV probationer and BJA grant funding will provide an excellent opportunity for TCAP to address this particular need in our community.

As County Court-at-Law #4 Judge, I have the unique position of presiding over a Court of general jurisdiction that was created by the 25th Legislature of the State of Texas to give priority to cases involving domestic violence. The creation of CCL 4 provides a central location for the prosecution of domestic violence cases and allows for more efficient allocation of resources, better docket management, and offender accountability. The Court also provides an opportunity to discuss the dynamics of domestic violence in our jurisdiction.

Our county's probation department is nationally recognized for its impact on public safety through the implementation of Travis Community Impact Supervision (TCIS), which uses evidence based practices and strategies to reduce recidivism for offenders under community supervision. Felony revocation rates in the department have consistently declined in the last several years, from a rate of 10.2% in FY 2005, to 9% in FY2008 to 8.2% in FY2011. TCIS has also been shown to reduce revocation rates in other specialized caseload populations such as sex offender and mental health caseloads. With both of these populations, not only were specialized supervision strategies employed but more importantly, accountability partnerships were implemented to ensure that a collaborative team approach was the foundation of public safety goals and service delivery. The department would utilize a similar approach for these offenders by creating six specialized caseloads to serve 250 - 350 medium and high risk felony DV probationers. They would also include a Domestic Violence Accountability Management Team whose charge would be to maximize a variety of offender accountability strategies and expand interagency cooperation through a team approach that includes representatives from law enforcement, prosecutors, victim services and the Batterer Intervention and Prevention Program.

I am keenly aware that our jurisdiction could benefit from enhanced services for this population. With the implementation of TCIS for domestic violence offenders, we expect to experience a reduction in recidivism for this population. I urge your support of the TCAP grant application.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Denton", is written over a horizontal line. Below the signature, the name "Mike Denton" is printed in a simple, sans-serif font.



SAMUEL T. BISCOE

COUNTY JUDGE

TRAVIS COUNTY ADMINISTRATION BUILDING

P.O. BOX 1748 ROOM 520

AUSTIN, TEXAS 78767

(512) 854-9555

April 26, 2012

Bureau of Justice Assistance
Office of Justice Programs
810 Seventh Street NW
Washington, DC 20531

To Whom It May Concern:

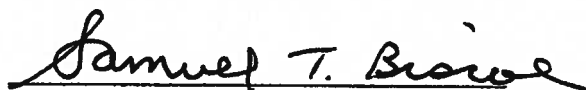
This letter is to express my full support of the Travis County Adult Probation's application for funding of the BJA *SMART Probation: Reducing Prison Populations, Saving Money, and Creating Safer Communities* grant. Travis County Adult Probation (TCAP) is a progressive department which has made great strides in enhancing public safety through the implementation of Travis Community Impact Supervision's evidence based strategies to reduce recidivism for probationers under their supervision. Limited funding has hampered TCAP in expanding specialized supervision strategies to the felony domestic violence offender population. BJA funding will provide an excellent opportunity for TCAP to address this critical community need.

TCAP conducted a follow-up study of probationers placed under supervision for Family Violence offenses from FY 2005 –FY 2009. At the one year follow-up, 27% of felony maximum level family violence offenders had been revoked and 20% had a new arrest. By the two year follow-up, 42% had been revoked and 31% had a new arrest. As data indicate, intensive, evidence-based strategies are required for the high risk felony domestic violence probationer population. TCAP proposes using BJA funding to expand Travis Community Impact Supervision (TCIS) evidence based strategies to the supervision of felony domestic violence probationers who are currently supervised throughout various field units.

With funding from BJA, approximately 250 medium to high risk domestic violence felony offenders will be supervised on six specialized DV caseloads. TCIS has already been shown to reduce revocation rates in other specialized caseload populations such as sex offender and mental health caseloads. With both of these populations, not only were specialized supervision strategies employed but more importantly, accountability partnerships were implemented to ensure that a collaborative team approach was the foundation of public safety goals and service delivery. In addition to the implementation of specialized caseloads tailored to domestic violence, a Domestic Violence Accountability Management Team (DV-AMT) will be developed which will utilize a team approach to monitor and hold DV offenders accountable for their actions. The DV-AMT will consist of the probation officer, who will serve as the team lead, law enforcement, prosecutors, victim services staff, and the Batterer Intervention and Prevention Program (BIPP) provider. With the implementation of TCIS for domestic violence offenders, TCAP expects to experience a reduction in recidivism for this population.

Travis County is committed to supporting the efforts of TCAP to enhance service delivery for medium to high risk domestic violence offenders. TCAP's provision of specialized supervision and increased coordination via the Domestic Violence Accountability Management Team will promote public safety and strive to reduce recidivism. I urge your support of the TCAP grant application.

Sincerely,



Samuel T. Biscoe
Travis County Judge



City of Austin
Founded by Congress, Republic of Texas, 1839
P.O. Box 1088, Austin, Texas 78767-1088

April 30, 2012

Denise E. O'Donnell, Director
Bureau of Justice Assistance
Office of Justice Programs
U.S. Department of Justice

RE: Travis County Adult Probation Application for BJA SMART Probation funding

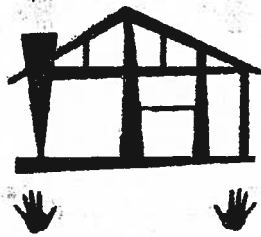
Dear Director O'Donnell:

I am writing to express support for the Travis County Adult Probation application submitted in response to the BJA *SMART Probation: Reducing Prison Populations, Saving Money, and Creating Safer Communities* grant solicitation.

The City of Austin Police Department Domestic Violence Unit is committed to supporting the efforts described in Travis County's application, including the proposed enhanced service delivery for medium to high-risk domestic violence offenders. Travis County Adult Probation's provision of specialized supervision and increased coordination will promote public safety and reduce local recidivism.

Sincerely,

Art Acevedo
Chief of Police



The Austin/Travis County Family Violence Task Force

April 26, 2012

Bureau of Justice Assistance
Office of Justice Programs
810 Seventh Street NW
Washington, DC 20531

To Whom It May Concern:

I am writing to express support for Travis County Adult Probation's application under the BJA *SMART Probation: Reducing Prison Populations, Saving Money, and Creating Safer Communities* grant solicitation. Travis County Adult Probation (TCAP) is a progressive department which has made great strides in enhancing public safety through the implementation of Travis Community Impact Supervision-evidence based practices strategies to reduce recidivism for probationers under their supervision. Limited funding has hampered TCAP in expanding specialized supervision strategies to the felony domestic violence offender population. BJA funding will provide an excellent opportunity for TCAP to address this community need.

TCAP conducted a follow-up study of probationers placed under supervision for Family Violence offenses from FY 2005 -FY 2009. At the one-year follow-up, 27% of felony maximum level family violence offenders had been revoked and 20% had a new arrest. By the two-year follow-up, 42% had been revoked and 31% had a new arrest. As data indicates, intensive, evidence-based strategies are required for the high-risk felony domestic violence probation population. TCAP proposes using BJA funding to expand Travis Community Impact Supervision (TCIS) evidence based strategies to the supervision of felony domestic violence probationers who are currently supervised throughout various field units.

With funding from BJA, approximately 250 felonies of medium to high-risk domestic violence offenders will be supervised on six specialized DV caseloads. TCIS has already been shown to reduce revocation rates in other specialized caseload populations such as sex offender and mental health caseloads. With both of these populations, not only were specialized supervision strategies employed, but more importantly, accountability partnerships were implemented to ensure that a collaborative team approach was the foundation of public safety goals and service delivery. In addition to the implementation of specialized caseloads tailored to domestic violence, a Domestic Violence Accountability Management Team (DV-AMT) will be developed which will utilize a team approach to monitor and hold DV offenders accountable for their actions. The DV-AMT will consist of the probation officer, who will serve as the team lead, law enforcement, prosecutors, victim services staff, and the Batterer Intervention and Prevention Program (BIPP) provider. With the implementation of TCIS for domestic violence offenders, TCAP expects to experience a reduction in recidivism for this population.

The mission of the Austin/Travis County Family Violence Task Force is to reduce family violence and promote safety through a coordinated community response.

The Austin/Travis County Family Violence Task Force is committed to supporting the efforts of TCAP to enhance service delivery for medium to high risk domestic violence offenders. TCAP's provision of specialized supervision and increased coordination via the Domestic Violence Accountability Management Team will promote public safety and strive to reduce recidivism. I urge your support of the TCAP grant application.

I reserve my highest recommendation for this application.

Sincerely,



Gretta Gordy Gardner, Esq.
Chair

cc: file

The mission of the Austin/Travis County Family Violence Task Force is to reduce family violence and promote safety through a coordinated community response.



Debra A. Hale
Director of Court Management
District & County Criminal Courts

P.O. Box 1748
Austin, Texas 78767
(512) 854-9244

April 25, 2012

Bureau of Justice Assistance
Office of Justice Programs
810 Seventh Street NW
Washington, DC 20531

To Whom It May Concern:

As a representative of the District and County Criminal Courts of Travis County, I am writing to express support of Travis County Adult Probation's application being submitted in response to the BJA *Smart Probation: Reducing Prison Populations, Saving Money, and Creating Safer Communities* grant solicitation. Travis County Adult Probation (TCAP) is a progressive department and has made great impact on public safety through the implementation of Travis Community Impact Supervision-evidence based practices strategies to reduce recidivism for probationers under their supervision. Budget and funding constraints in the last several years have prevented the department from expanding services to the felony Domestic Violence (DV) probationers. BJA grant funding will provide an excellent opportunity for TCAP to address this community need.

TCAP proposes using BJA funding to expand Travis Community Impact Supervision (TCIS) evidence based strategies to the supervision of felony domestic violence probationers who are currently supervised throughout various field units by 40+ probation officers. With funding from BJA, approximately 250-350 felony medium to high risk domestic violence offenders will be supervised on six specialized DV caseloads. TCIS has already been shown to reduce revocation rates overall and in other specialized caseload populations such as sex offender and mental health caseloads. With both of these populations, specialized supervision strategies were employed and partnerships with various criminal justice stakeholders, including the judiciary, were implemented to ensure that a collaborative team approach was the foundation of public safety goals and service delivery.

Overall, felony revocation rates in the department have consistently declined in the last several years, from a rate of 10.2% in FY2005, to 9% in FY2008 to 8.2% in FY2011. A follow-up study of probationers placed under supervision for Domestic Violence offenses from FY2005-FY2009 showed, at the one year follow-up, 27% of felony maximum level family violence offenders had been revoked and 20% had a new arrest. By the two year follow-up, 42% had been revoked and 31% had a new arrest. As data indicates, intensive, evidence-based strategies are required for this population. With the implementation of TCIS for domestic violence offenders, TCAP expects to experience a reduction in recidivism for this population.

It is the goal of Travis County Criminal Court Administration to support public safety in our community. We are committed to the efforts of TCAP to enhance service delivery for medium to high risk domestic violence offenders. I urge your support of the TCAP grant application.

Sincerely,

A handwritten signature in dark ink that reads "Debra A. Hale".

Debra A. Hale
Director of Court Management
Travis County Criminal Courts



Rosemary Lehmberg ★ Travis County District Attorney

P.O. Box 1748 Austin, Texas 78767 • Telephone: 512-854-9400 • Fax: 512-854-9534

e-mail: district.attorney@co.travis.tx.us • www.traviscountysda.org

April 26, 2012

Bureau of Justice Assistance
Office of Justice Programs
810 Seventh Street NW, Fourth Floor
Washington, DC 20531

To Whom It May Concern:

I support Travis County Adult Probation Department's (TCAP) grant application under the *SMART Probation: Reducing Prison Populations, Saving Money and Creating Safer Communities* grant solicitation. Travis County Adult Probation has made great strides in enhancing public safety through the implementation of Travis Community Impact Supervision (TCIS) - evidence based practices strategies to reduce recidivism for probationers under their supervision. Limited funding has kept TCAP from expanding specialized supervision strategies to the felony domestic violence offender population. BJA funding will provide an excellent opportunity for TCAP to address this community need.

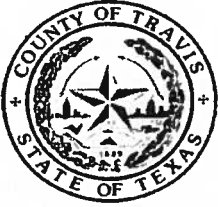
TCAP conducted a follow-up study of probationers placed under supervision for Family Violence offenses from FY 2005 through FY 2009 and the data indicated a high revocation rate and a high level of new arrests. As data indicates, intensive, evidence-based strategies are required for the high risk felony domestic violence probationer population. TCAP proposes using BJA funding to expand Travis Community Impact Supervision evidence based strategies to the supervision of felony domestic violence probationers who are currently supervised throughout various field units.

With funding from BJA, approximately 250 felony medium to high risk domestic violence offenders will be supervised on six specialized domestic violence caseloads. TCIS has already reduced revocation rates in other specialized caseload populations such as sex offender and mental health caseloads. With both of these populations, not only were specialized supervision strategies employed but more importantly, accountability partnerships were implemented to ensure that a collaborative team approach was the foundation of public safety goals and service delivery. In addition to the implementation of specialized caseloads tailored to domestic violence, a Domestic Violence Accountability Management Team (DV-AMT) will be developed which will utilize a team approach to monitor and hold domestic violence offenders accountable for their actions. The DV-AMT will consist of the probation officer, who will serve as the team lead, law enforcement, prosecutors, victim services staff and the Batterer Intervention and Prevention Program (BIPP) provider. With the implementation of TCIS for domestic violence offenders, TCAP expects to experience a reduction in recidivism for this population.

The Travis County District Attorney's Office is committed to supporting this collaborative effort to ensure its success. I urge your support of the TCAP grant application.

Sincerely,

Rosemary Lehmberg



JUSTICE & PUBLIC SAFETY DIVISION

Roger Jefferies, County Executive

P.O. Box 1748 Austin, Texas 78767 Phone (512) 854-4415 Fax (512) 854-4417

Criminal Justice Planning
Roger Jefferies
(512) 854-4415

Counseling & Education Services
Caryl Colburn
(512) 854-9540

Juvenile Public Defender
Kameron D. Johnson
(512) 854-4128

April 26, 2012

Bureau of Justice Assistance
Office of Justice Programs
810 Seventh Street NW
Washington, DC 20531

To Whom It May Concern:

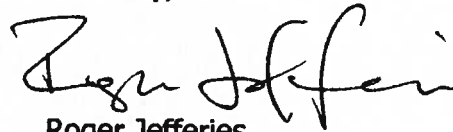
As the County Executive for Travis County's Justice and Public Safety Division, I am writing to express support of Travis County Adult Probation's application being submitted in response to the BJA *Smart Probation: Reducing Prison Populations, Saving Money, and Creating Safer Communities* grant solicitation. Travis County Adult Probation (TCAP) is a progressive department and has made great impact on public safety through the implementation of Travis Community Impact Supervision-evidence based practices strategies to reduce recidivism for probationers under their supervision. Budget and funding constraints in the last several years has prevented the department from expanding services to the felony Domestic Violence (DV) probationer. BJA grant funding will provide an excellent opportunity for TCAP to address this community need.

TCAP proposes using BJA funding to expand Travis Community Impact Supervision (TCIS) evidence based strategies to the supervision of felony domestic violence probationers who are currently supervised throughout various field units by 40+ probation officers. With funding from BJA, approximately 250-350 high risk domestic violence offenders will be supervised on six specialized DV caseloads. TCIS has already been shown to reduce revocation rates overall and in other specialized caseload populations such as sex offender and mental health caseloads. With both of these populations, specialized supervision strategies were employed and partnerships with various criminal justice stakeholders, including the judiciary, were implemented to ensure that a collaborative team approach was the foundation of public safety goals and service delivery.

Currently, Travis County Counseling & Education Services (TCCES), a division of Justice and Public Safety, is the agency which completes assessments for the domestic violence cases. TCCES representatives are active members of the Travis County Family Violence Task Force-BIPP subcommittee that meets regularly to address domestic violence service delivery strategies. TCCES is encouraged that the long-standing need for domestic violence caseloads is being realized via this grant application.

It is the goal of Travis County Justice Public Safety to support innovative programming in our jurisdiction which enables increased public safety. We are committed to the efforts of TCAP to enhance service delivery for medium to high risk domestic violence offenders. I urge your support of the TCAP grant application.

Sincerely,

A handwritten signature in black ink, appearing to read "Roger Jefferies".

Roger Jefferies
County Executive
Justice and Public Safety
Travis County, Texas



GREG HAMILTON

TRAVIS COUNTY SHERIFF

P.O. Box 1748
Austin, Texas 78767
(512) 854-9770
www.tcsheriff.org

JAMES N. SYLVESTER
Chief Deputy

DARREN LONG
Major - Corrections

PHYLLIS CLAIR
Major - Law Enforcement

MARK SAWA
Major - Administration & Support

May 1, 2012

Bureau of Justice Assistance-
Office of Justice Programs
810 Seventh Street NW
Washington, DC 20531

To Whom It May Concern:

This letter is to express my full support for the Travis County Adult Probation (TCAP) grant application being submitted in response to the Bureau of Justice Assistance (BJA) Smart Probation: Reducing Prison Populations, Saving Money, and Creating Safer Communities grant solicitation. The department is proposing to expand services to the felony Domestic Violence (DV) probationer. BJA grant funding will provide an excellent opportunity for TCAP to address this community need.

TCAP proposes using BJA funding to expand Travis Community Impact Supervision (TCIS) evidence based strategies to the supervision of felony domestic violence probationers who are currently supervised throughout various field units by 40+ probation officers. With funding from BJA, approximately 250-350 felony medium to high risk domestic violence offenders will be supervised on six specialized DV caseloads. In addition to specialized caseloads for the DV offender, a Domestic Violence Accountability Management Team (DV-AMT) will be developed which will utilize a team approach to monitor and hold DV offenders accountable for their actions. In addition, the team will use assessments to direct appropriate interventions and individualized supervision plans to address a probationer's risk level and criminogenic needs. The DV-AMT will consist of a representative from law enforcement, the probation officer, prosecutors, victim services staff, and the Batterer Intervention and Prevention Program (BIPP) provider. With the implementation of TCIS for domestic violence offenders, TCAP expects to experience a reduction in recidivism for this population.

TCAP TCIS has already been shown to reduce revocation rates overall and in other specialized caseload populations such as sex offender and mental health caseloads. With both of these populations, specialized supervision strategies were employed and partnerships with various criminal justice stakeholders, including the judiciary, were implemented to ensure that a collaborative team approach was the foundation of public safety goals and service delivery.

Overall, felony revocation rates in the department have consistently declined in the last several years, from a rate of 10.2% in FY2005, to 9% in FY2008 to 8.2% in FY2011. A follow-up study of probationers placed under supervision for Domestic Violence offenses from FY2005-FY2009 showed, at the one year follow-up, 27% of felony maximum level family violence offenders had been revoked and 20% had a new arrest. By the two year follow-up, 42% had been revoked and 31% had a new arrest. As data indicates, intensive, evidence-based strategies are required for the felony domestic violence probationer population. With the implementation of TCIS for domestic violence offenders, TCAP expects to experience a reduction in recidivism for this population.

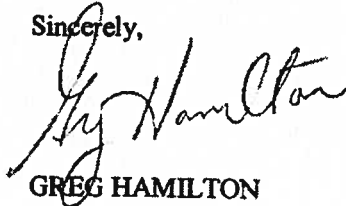
Bureau of Justice Assistance Letter

May 1, 2012

Page 2

It is my goal to work closely with the TCAP to impact public safety in our community. I am committed to the efforts of TCAP to enhance service delivery for medium to high risk domestic violence offenders. I look forward to working with them via a team approach and urge your support of the TCAP grant application. Please feel free to contact me should you have any questions.

Sincerely,

A handwritten signature in cursive script that reads "Greg Hamilton". The signature is written in black ink and is positioned above the printed name.

GREG HAMILTON



April 16, 2012

Bureau of Justice Assistance
Office of Justice Programs
810 Seventh Street NW
Washington, DC 20531

To Whom It May Concern:

I'm writing to express support of Travis County Adult Probation's application being submitted in response to the BJA *SMART Probation: Reducing Prison Populations, Saving Money, and Creating Safer Communities* grant solicitation. Travis County Adult Probation (TCAP) is a progressive department which has made great strides in enhancing public safety through the implementation of Travis Community Impact Supervision-evidence based practices strategies to reduce recidivism for probationers under their supervision. Limited funding has hampered TCAP in expanding specialized supervision strategies to the felony Domestic violence offender population. BJA funding will provide an excellent opportunity for TCAP to address this community need.

TCAP conducted a follow-up study of probationers placed under supervision for Family Violence offenses from FY 2005 –FY 2009. At the one year follow-up, 27% of felony maximum level family violence offenders had been revoked and 20% had a new arrest. By the two year follow-up, 42% had been revoked and 31% had a new arrest. As data indicates, intensive, evidence-based strategies are required for the high risk felony domestic violence probationer population. TCAP proposes using BJA funding to expand Travis Community Impact Supervision (TCIS) evidence based strategies to the supervision of felony domestic violence probationers who are currently supervised throughout various field units.

With funding from BJA, approximately 250 felony medium to high risk domestic violence offenders will be supervised on six specialized DV caseloads. TCIS has already been shown to reduce revocation rates in other specialized caseload populations such as sex offender and mental health caseloads. With both of these populations, not only were specialized supervision strategies employed but more importantly, accountability partnerships were implemented to ensure that a collaborative team approach was the foundation of public safety goals and service delivery. In addition to the implementation of specialized caseloads tailored to domestic violence, a Domestic Violence Accountability Management Team (DV-AMT) will be developed which will utilize a team approach to monitor and hold DV offenders accountable for their actions. The DV-AMT will consist of the probation officer, who will serve as the team lead, law enforcement, prosecutors, victim services staff, and the Batterer Intervention and Prevention Program (BIPP)

provider. With the implementation of TCIS for domestic violence offenders, TCAP expects to experience a reduction in recidivism for this population.

The University of Texas at Austin Institute on Domestic Violence & Sexual Assault (IDVSA) is committed to supporting the efforts of TCAP to enhance service delivery for medium to high risk domestic violence offenders. TCAP's provision of specialized supervision and increased coordination via the Domestic Violence Accountability Management Team will promote public safety and strive to reduce recidivism. I urge your support of the TCAP grant application.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Noël', followed by a stylized flourish or checkmark.

Noël Busch-Armendariz, PhD, LMSW, MPA
Associate Professor & Director



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Executive Director

Julia Spann

April 24, 2012

**Bureau of Justice Assistance, Office of Justice Programs
810 Seventh Street NW
Washington, DC 20531**

To Whom It May Concern:

I am writing in support of Travis County Adult Probation's application submitted in response to the BJA *SMART Probation: Reducing Prison Populations, Saving Money, and Creating Safer Communities* grant solicitation. Travis County Adult Probation (TCAP) is a progressive department. It has made great strides in enhancing public safety through the implementation of Travis Community Impact Supervision's evidence-based strategies to reduce recidivism for probationers under their supervision. Limited funding has hampered TCAP in expanding specialized supervision strategies to include the felony domestic violence offender population. BJA funding will provide a good opportunity for TCAP to address this community need.

It is our understanding that TCAP proposes using BJA funding to expand Travis Community Impact Supervision (TCIS) evidence-based strategies to the supervision of felony domestic violence probationers who are currently supervised throughout various field units. A follow-up study by TCAP of probationers under supervision for Family Violence offenses from FY 2005 –FY 2009 found that after one year, 27% of felony maximum level family violence offenders had been revoked and 20% had a new arrest. By the two-year follow-up, 42% had been revoked and 31% had a new arrest. As data indicates, intensive, evidence-based strategies are required for the high-risk felony domestic violence probationer population.

With funding from BJA, approximately 250 felony medium to high-risk domestic violence offenders will be supervised on six specialized domestic violence caseloads. TCIS has already been shown to reduce revocation rates in other specialized caseload populations such as sex offender and mental health caseloads. With both of these populations, specialized supervision strategies were employed. More importantly, accountability partnerships were implemented to ensure that a collaborative team approach was the foundation of public safety goals and service delivery.

In addition to the implementation of specialized caseloads tailored to domestic violence, a Domestic Violence Accountability Management Team (DV-AMT) will be developed which will utilize a team approach to monitor and hold domestic violence offenders accountable for their actions. The DV-AMT will consist of the probation officer, who will serve as the team lead, law enforcement, prosecutors,

a project of



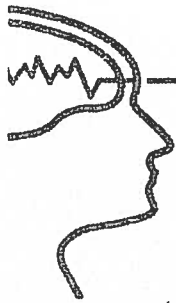
victim services staff, and the Batterer Intervention and Prevention Program (BIPP) provider. With the implementation of TCIS for domestic violence offenders, TCAP expects to experience a reduction in recidivism for this population.

SafePlace, the leading non-profit provider in Austin/Travis County of comprehensive services for domestic and sexual violence victims, supports TCAP's proposed efforts to enhance service delivery for medium to high-risk domestic violence offenders. TCAP's provision of specialized supervision and increased coordination via the Domestic Violence Accountability Management Team will promote public safety and strive to reduce recidivism. Thank you for your consideration of the TCAP grant application.

Sincerely,

A handwritten signature in black ink, appearing to read "Julia Spann", with a stylized flourish at the end.

Julia Spann
Executive Director



AUSTIN STRESS CLINIC, LTD.

1030 S. Lamar • Suite H • Austin, TX 78704

Ph: 512-326-1717 Fx: 512-326-3883

www.austinstress.org

4/26/2012

Bureau of Justice Assistance
Office of Justice Programs
810 Seventh Street NW
Washington, DC 20531

To Whom It May Concern:

We are writing in support of Travis County Adult Probation's application in response to the BJA *Smart Probation: Reducing Prison Populations, Saving Money, and Creating Safer Communities* grant solicitation. Travis County Adult Probation (TCAP) has made great strides in enhancing public safety through the implementation of Travis Community Impact Supervision-evidence based practices strategies to reduce recidivism for probationers under their supervision. They work effectively with numerous stakeholders in the jurisdiction, including the local service agencies that provide battering intervention and prevention services to adult family violence offenders. BJA funding through this grant will assist the department to provide specialized supervision strategies for this population. As a result of this program, TCAP expects to experience a reduction in recidivism for this population.

In Travis County, felony Domestic Violence (DV) probationers are supervised by probation officers across approximately 45 caseloads. TCAP proposes using BJA funding to expand Travis Community Impact Supervision (TCIS) evidence based strategies to the supervision of felony domestic violence probationers who are currently supervised throughout these various field units. They propose to supervise approximately 250-350 felony medium to high risk domestic violence offenders on six specialized DV caseloads and will use specialized supervision strategies that have already been shown to reduce revocation rates in other Department specialized caseload populations such as sex offender and mental health caseloads.

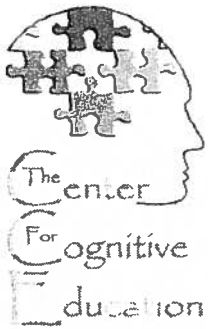
In addition to the implementation of these six specialized DV caseloads, a Domestic Violence Accountability Management Team (DV-AMT) will be formed and will utilize a team approach to monitor and hold DV offenders accountable for their actions. The DV-AMT will consist of the probation officer, law enforcement, prosecutors, victim services staff, and the Batterer Intervention and Prevention Program (BIPP) staff.

Austin Stress Clinic is committed to supporting the efforts of TCAP to enhance service delivery for medium to high-risk domestic violence offenders. TCAP's provision of specialized supervision and increased coordination via the Domestic Violence Accountability Management Team will promote public safety and strive to reduce recidivism. We urge your support of the TCAP grant application.

Sincerely,

A handwritten signature in dark ink, appearing to read "Mary Grou", written in a cursive style.

Mary Grou
Director
Austin Stress Clinic



The Center for Cognitive Education, LLC

Main Office: 503 South Main Street

Georgetown Texas, 78626

Phone 512-868-9644 Fax 512-868-2644

Web site: www.theccedu.org

April 20, 2012

Bureau of Justice Assistance-
Office of Justice Programs
810 Seventh Street NW
Washington, DC 20531

To Whom It May Concern:

The Center for Cognitive Education, LLC is writing in support of Travis County Adult Probation's application in response to the BJA *Smart Probation: Reducing Prison Populations, Saving Money, and Creating Safer Communities* grant solicitation. Travis County Adult Probation (TCAP) has made great strides in enhancing public safety through the implementation of Travis Community Impact Supervision: evidence based practices strategies to reduce recidivism for probationers under their supervision. They work effectively with numerous stakeholders in the jurisdiction, including service agencies that provide battering intervention and prevention services to adult family violence offenders. BJA funding through this grant will assist the department to provide specialized supervision strategies and as a result of this program, TCAP expects to experience a reduction in recidivism for this population.

In Travis County, felony Domestic Violence (DV) probationers are supervised by probation officers across approximately 45 caseloads. TCAP proposes using BJA funding to expand Travis Community Impact Supervision (TCIS) by creating six specialized DV caseloads that will supervise approximately 250-350 felony, medium to high risk, domestic violence offenders. Specialized supervision strategies have been shown to reduce revocation rates in other specialized caseload populations such as sex offender and mental health caseloads.

In addition to the implementation of these six specialized DV caseloads, a Domestic Violence Accountability Management Team (DV-AMT) will be formed and will utilize a team approach to monitor and hold DV offenders accountable for their actions. The DV-AMT will consist of the probation officer, law enforcement, prosecutors, victim services staff, and the Batterer Intervention and Prevention Program (BIPP) staff.

The Center for Cognitive Education, LLC is committed to supporting the efforts of TCAP to enhance service delivery for medium to high risk domestic violence offenders. TCAP's provision of specialized supervision and increased coordination via the Domestic Violence Accountability Management Team will promote public safety and strive to reduce recidivism. On behalf of all Managing Partners at the Center for Cognitive Education, I urge your support of the TCAP grant application.

Sincerely,

Angela DeLaRosa, BS

Managing Partner

The Center for Cognitive Education, LLC

Email: adelarosa@theccedu.org

Cell: 512-585-8095

Managing Partners:

Fred Willoughby, Ph.D., Licensed Psychologist

Dean Eddy, MA, LPC-S, LSOTP-S



Date:

Bureau of Justice Assistance-
Office of Justice Programs
810 Seventh Street NW
Washington, DC 20531

To Whom It May Concern:

We are writing in support of Travis County Adult Probation's application in response to the BJA *Smart Probation: Reducing Prison Populations, Saving Money, and Creating Safer Communities* grant solicitation. Travis County Adult Probation (TCAP) has made great strides in enhancing public safety through the implementation of Travis Community Impact Supervision-evidence based practices strategies to reduce recidivism for probationers under their supervision. They work effectively with numerous stakeholders in the jurisdiction, including the local service agencies that provide battering intervention and prevention services to adult family violence offenders. BJA funding through this grant will assist the department to provide specialized supervision strategies for this population. As a result of this program, TCAP expects to experience a reduction in recidivism for this population.

In Travis County, felony Domestic Violence (DV) probationers are supervised by probation officers across approximately 45 caseloads. TCAP proposes using BJA funding to expand Travis Community Impact Supervision (TCIS) evidence based strategies to the supervision of felony domestic violence probationers who are currently supervised throughout these various field units. They propose to supervise approximately 250-350 felony medium to high risk domestic violence offenders on six specialized DV caseloads and will use specialized supervision strategies that have already been shown to reduce revocation rates in other Department specialized caseload populations such as sex offender and mental health caseloads.

In addition to the implementation of these six specialized DV caseloads, a Domestic Violence Accountability Management Team (DV-AMT) will be formed and will utilize a team approach to monitor and hold DV offenders accountable for their actions. The DV-AMT will consist of the probation officer, law enforcement, prosecutors, victim services staff, and the Batterer Intervention and Prevention Program (BIPP) staff.

Life Anew, Inc is committed to supporting the efforts of TCAP to enhance service delivery for medium to high risk domestic violence offenders. TCAP's provision of specialized supervision and increased coordination via the Domestic Violence Accountability Management Team will promote public safety and strive to reduce recidivism. We urge your support of the TCAP grant application.

Sincerely,

Kim Patton, MA
Life Anew, Inc
Executive Director
eLife Anew

1704 East 12th Street • Austin, Texas, 78702 • (512) 297-3183 • KPatton@eLifeAnew.com • www.elifeanew.com

lifeworks

3700 South 1st Street
Austin, TX 78704

t 512 735 2400
f 512 735 2452

www.lifeworksaustin.org

Date: April 19, 2012

Bureau of Justice Assistance-
Office of Justice Programs
810 Seventh Street NW
Washington, DC 20531

To Whom It May Concern:

We are writing in support of Travis County Adult Probation's application in response to the BJA *Smart Probation: Reducing Prison Populations, Saving Money, and Creating Safer Communities* grant solicitation. Travis County Adult Probation (TCAP) has made great strides in enhancing public safety through the implementation of Travis Community Impact Supervision-evidence based practices strategies to reduce recidivism for probationers under their supervision. They work effectively with numerous stakeholders in the jurisdiction, including the local service agencies that provide battering intervention and prevention services to adult family violence offenders. BJA funding through this grant will assist the department to provide specialized supervision strategies for this population. As a result of this program, TCAP expects to experience a reduction in recidivism for this population.

In Travis County, felony Domestic Violence (DV) probationers are supervised by probation officers across approximately 45 caseloads. TCAP proposes using BJA funding to expand Travis Community Impact Supervision (TCIS) evidence based strategies to the supervision of felony domestic violence probationers who are currently supervised throughout these various field units. They propose to supervise approximately 250-350 felony medium to high risk domestic violence offenders on six specialized DV caseloads and will use specialized supervision strategies that have already been shown to reduce revocation rates in other Department specialized caseload populations such as sex offender and mental health caseloads.

In addition to the implementation of these six specialized DV caseloads, a Domestic Violence Accountability Management Team (DV-AMT) will be formed and will utilize a team approach to monitor and hold DV offenders accountable for their actions. The DV-AMT will consist of the probation officer, law enforcement, prosecutors, victim services staff, and the Batterer Intervention and Prevention Program (BIPP) staff.


LifeWorks is committed to supporting the efforts of TCAP to enhance service delivery for medium to high risk domestic violence offenders. TCAP's provision of specialized supervision and increased coordination via the Domestic Violence Accountability Management Team will promote public safety and strive to reduce recidivism. We urge your support of the TCAP grant application.

Sincerely,



Susan McDowell
Executive Director

COUNSELING | EDUCATION | HOUSING

a Partner Agency of

United Way Capital Area



98



OMB APPROVAL NO. 1121-0140
EXPIRES 06/30/2009

STANDARD ASSURANCES

The Applicant hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Ex. Order 12372 (intergovernmental review of federal programs); and 28 C.F.R. pts. 66 or 70 (administrative requirements for grants and cooperative agreements). The applicant also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It 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.
3. It will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63, and the award term in 2 C.F.R. § 175.15(b).
5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
6. It will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).
7. If a governmental entity--
 - a) it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
 - b) it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

Signature Date

Date

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT,
SUSPENSION AND OTHER RESPONSIBILITY MATTERS
AND
DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

**2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS
(DIRECT RECIPIENT)**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(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 (1)(b) of this certification; and (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to:

Department of Justice
Office of Justice Programs
ATTN: Control Desk
810 Seventh Street, N.W.,
Washington, D.C. 20531

Notice shall include the identification number(s) of each affected grant;

- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Travis County Adult Probation (TCAP) Administrative Office: 411 W. 13th Street, Ste. 600, Austin, TX 78701;
TCAP Southeast Satellite Office: 4011 McKinney Falls Parkway, Ste. 1300, Austin, TX 78744

Check ☐ if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67, Sections 67.615 and 67.620

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to:

Department of Justice
Office of Justice Programs
ATTN: Control Desk
810 Seventh Street, N.W.,
Washington, D.C. 20531

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

Travis County Adult Probation

411 W. 13th Street, Ste. 600, Austin, TX 78701

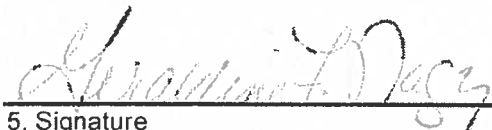
2. Application Number and/or Project Name:

Travis County Adult Probation Domestic Violence- Accountability Management Program

3. Grantee IRS/Vendor Number 45-0588607

4. Type/Print Name and Title of Authorized Representative

Dr. Geraldine Nagy, Director


5. Signature

5/1/2012
6. Date

OJP FORM 4061/6 (3-91) REPLACES OJP FORMS 4061/2, 4061/3 AND 4061/4 WHICH ARE OBSOLETE.
OFFICE OF JUSTICE PROGRAMS BJA NIJ OJDP BJS OVC

Per BJA Justice Information Center, governmental entities do not need to complete this form.

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

ACCOUNTING SYSTEM AND FINANCIAL CAPABILITY QUESTIONNAIRE

SECTION A: PURPOSE

The financial responsibility of grantees must be such that the grantee can properly discharge the public trust which accompanies the authority to expend public funds. Adequate accounting systems should meet the following criteria as outlined in the OJP Financial Guide.

- (1) Accounting records should provide information needed to adequately identify the receipt of funds under each grant awarded and the expenditure of funds for each grant.
- (2) Entries in accounting records should refer to subsidiary records and/or documentation which support the entry and which can be readily located.
- (3) The accounting system should provide accurate and current financial reporting information.
- (4) The accounting system should be integrated with an adequate system of internal controls to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency, and encourage adherence to prescribed management policies.

SECTION B: GENERAL

1. If your firm publishes a general information pamphlet setting forth the history, purpose and organizational structure of your business, please provide this office with a copy; otherwise, complete the following items:

a. When was the organization founded/incorporated (*month, day, year*)

b. Principle officers

Titles

c. Employer Identification Number:

d. Number of Employees

Full Time: Part Time:

2. Is the firm affiliated with any other firm: ☐ Yes ☐ No

If "yes", provide details: this is the first line

this is the second line

3. Total Sales/Revenues in most recent accounting period. (12 months)
\$

SECTION C: ACCOUNTING SYSTEM

1. Has any Government Agency rendered an official written opinion concerning the adequacy of the accounting system for the collection, identification and allocation of costs under Federal contracts/grants? ☐ Yes ☐ No

a. If yes, provide name, and address of Agency performing review:

b. Attach a copy of the latest review and any subsequent correspondence, clearance documents, etc.

Note: If review occurred within the past three years, omit questions 2-8 of this Section and Section D.

2. Which of the following best describes the accounting system: ☐ Manual ☐ Automated ☐ Combination

3. Does the accounting system identify the receipt and expenditure of program funds separately for each contract/grant? ☐ Yes ☐ No ☐ Not Sure

4. Does the accounting system provide for the recording of expenditures for each grant/contract by the component project and budget cost categories shown in the approved budget? ☐ Yes ☐ No ☐ Not Sure

5. Are time distribution records maintained for an employee when his/her effort can be specifically identified to a particular cost objective? ☐ Yes ☐ No ☐ Not Sure

6. If the organization proposes an overhead rate, does the accounting system provide for the segregation of direct and indirect expenses? ☐ Yes ☐ No ☐ Not Sure

7. Does the accounting/financial system include budgetary controls to preclude incurring obligations in excess of:

a. Total funds available for a grant?

☐ Yes ☐ No ☐ Not Sure

b. Total funds available for a budget cost category (e.g. Personnel, Travel, etc)?

☐ Yes ☐ No ☐ Not Sure

8. Is the firm generally familiar with the existing regulation and guidelines containing the cost principles and procedures for the determination and allowance of costs in connection with Federal contracts/grants?

☐ Yes ☐ No ☐ Not Sure

	SECTION D: FUNDS CONTROL	
1. If Federal grant/contract funds are commingled with organization funds, can the Federal grant funds and related costs and expenses be readily identified? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure		
	SECTION E: FINANCIAL STATEMENTS	
1. Did an independent certified public accountant (CPA) ever examine the financial statements? <input type="checkbox"/> Yes <input type="checkbox"/> No		
2. If an independent CPA review was performed please provide this office with a copy of their latest report and any management letters issued. <input type="checkbox"/> Enclosed <input type="checkbox"/> N / A		
3. If an independent CPA was engaged to perform a review and no report was issued, please provide details and an explanation below:		
	SECTION F: ADDITIONAL INFORMATION	
1. Use this space for any additional information (<i>indicate section and item numbers if a continuation</i>) Per BJA Justice Information Center, governmental entities do not need to complete this form.		
	SECTION G: APPLICANT CERTIFICATION	
I certify that the above information is complete and correct to the best of my knowledge.		
1. Signature	b. Firm Name, Address, and Telephone Number	
a. Title		
	SECTION H: CPA CERTIFICATION	
The purpose of the CPA certification is to assure the Federal agency that the recipient can establish fiscal controls and accounting procedures which assure that Federal and State/local funds available for the conduct of the grant programs and projects are disbursed and accounted for properly. If the audit report requested in Section E 2 above is not enclosed, then completion of this section is required.		
1. Signature	b. Firm Name, Address, and Telephone Number	
a. Title		

PUBLIC REPORTING BURDEN FOR THIS COLLECTION OF INFORMATION IS ESTIMATED TO AVERAGE 4 HOURS (OR MINUTES) PER RESPONSE, INCLUDING THE 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 THIS BURDEN ESTIMATE OR ANY OTHER ASPECTS OF THIS COLLECTION OF INFORMATION, INCLUDING SUGGESTIONS FOR REDUCING THIS BURDEN, TO OFFICE OF JUSTICE PROGRAMS, OFFICE OF THE COMPTROLLER, 810 - 7TH STREET, NW, WASHINGTON, DC 20531; AND TO THE PUBLIC USE REPORTS PROJECT, 1121-7120, OFFICE OF INFORMATION AND REGULATORY AFFAIRS, OFFICE OF MANAGEMENT AND BUDGET, WASHINGTON, DC 20503.



Travis County Commissioners Court Agenda Request

Meeting Date: May 15, 2012

Prepared By/Phone Number:

Belinda Powell, Strategic Planning Manager, Planning & Budget Office
(512) 854-9506

Elected/Appointed Official/Dept. Head: Leslie Browder, County
Executive of Planning & Budget (512) 854-8679

Commissioners Court Sponsor: Karen Huber, Commissioner, Precinct 3

Karen Huber

AGENDA LANGUAGE:

Consider and take appropriate action on Petition for the Continuation of Austin Downtown Public Improvement District in relation to County owned properties. (This item may be taken into executive session under Tex. Gov't. Code Ann 551.071, consultation with Attorney)

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

The Downtown Austin Alliance, (DAA), is requesting support for the continuation of the Downtown Public Improvement District that provides funding for the DAA. In the past these renewals have occurred on a five year basis. The DAA is requesting support of a ten year renewal and a slight expansion to the area of assessment to area east to San Antonio to Lamar between 8th street and 3rd street.

As Travis County now owns properties that generate some revenue to be assessed for the PID, the DAA is requesting signatures on the attached Petition for the subject sites, 700 Lavaca Street and the Associated Garage at 306 W. 8th Street.

STAFF RECOMMENDATIONS:

Staff recommends approval of the ten year extension of the PID as well as the expansion area through the signature of the attached petitions.

ISSUES AND OPPORTUNITIES:

NA

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.

FISCAL IMPACT AND SOURCE OF FUNDING:

The assessments made for the PID are paid by the lease entities in the property. There is no direct county disbursement for the PID.

REQUIRED AUTHORIZATIONS:

Leroy Nellis, Budget Director, Planning & Budget Office,

Jessica Rio, Planning & Budget

Cheryl Aker, County Judge's Office

Copies to:

John Hille, Assistant County Attorney

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.

DOWNTOWN AUSTIN ALLIANCE
211 East 7th Street, Suite 818
Austin, TX 78701
512.469.1766

www.downtownaustin.com
www.downtownaustintv.org

MAR 29 2012



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Alex Pope Company

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Austin Theatre Alliance

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Wild About Music

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Andy Smith
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T. Stacy & Associates

Mark Tester
Austin Convention Center

Michele Van Hyfte
Monarch Design/Consulting

Daniel Woodroffe
dwg.

Charles Betts
Executive Director

March 28, 2012

TRAVIS COUNTY

PO BOX 1748

AUSTIN, TX 78767-1748

Subject: Public Improvement District Reauthorization Petition

Since 1993, the Downtown Austin Alliance has provided direct services and advocacy to fulfill our mission of *"preserving and enhancing the value and vitality of downtown Austin,"* and we want to thank you for your continued support of our organization. As you will recall, the Downtown Public Improvement District is renewed every five years, with renewal occurring this year. Enclosed, you will find the petition for your property, as well as highlights of our accomplishments and goals for your Public Improvement District (PID).

As we look forward to our next term, there are a couple of changes we would like you to consider. First, we ask that you extend the length of our next term to ten years. This additional longevity will allow for better long-term planning and more effective advocacy. Second, we propose expanding the district to include the boundaries on the enclosed map. As downtown grows, the properties adjacent to the PID benefit from the advocacy and positive perception we help to create. Bringing these additional properties into the district will allow the DAA to expand its direct services, improving more of downtown Austin while maintaining the level of service afforded its current members.

To support the renewal of the expanded district for a ten-year term, please do the following by Tuesday, May 1, 2012:

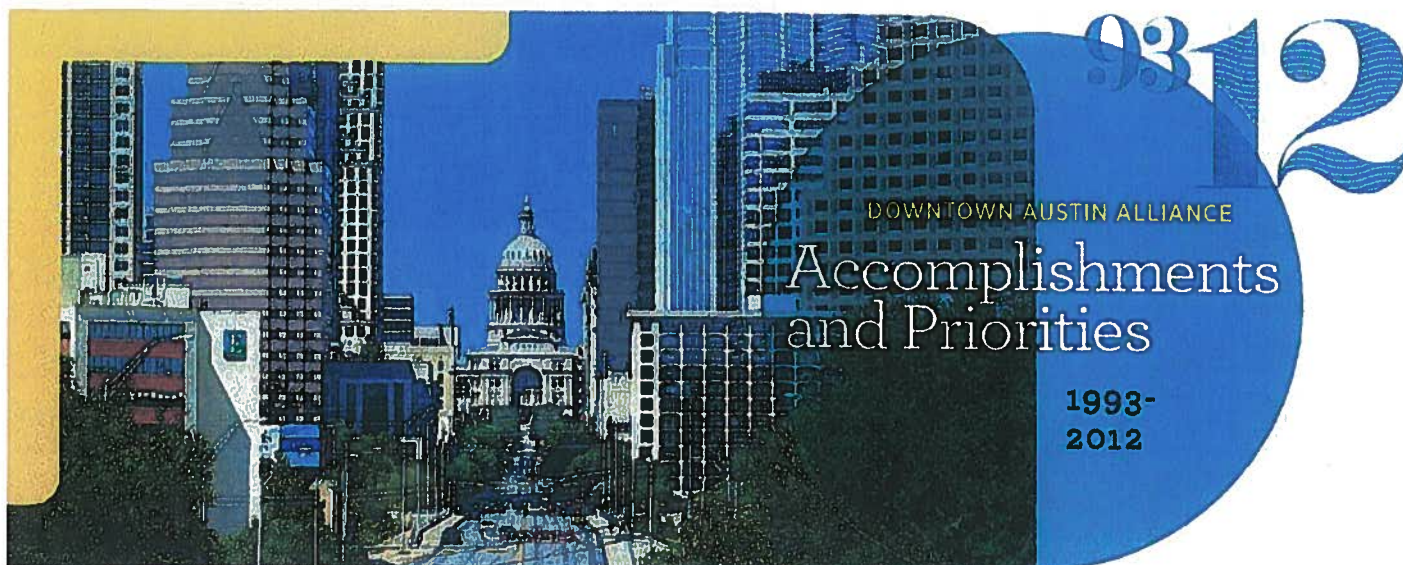
1. Sign the two pages that have been flagged.
 - Please note that the petition must be notarized. Alice Vargas at the DAA is a Notary Public. If you would like to set an appointment for her to notarize your petition, please email her at alicev@downtownaustin.com.
2. Return by mail or in person to the DAA at 211 E. 7th Street, Suite 818, Austin, Texas 78701. We have provided a postage paid self-addressed envelope for your convenience.

We appreciate your continued support and look forward to advancing our collective vision for the future of downtown Austin. If you have any questions, please contact me, or any staff member, at 512.469.1766.

Sincerely,

Charles Betts
Executive Director

Pamela Power
2011-2012 Chair



Public Improvement District

Since downtown property owners petitioned City Council in 1993 to form the Public Improvement District, the Downtown Austin Alliance has advocated and worked towards many significant accomplishments in downtown Austin. As we approach the renewal of the district this year, we look forward to continuing our role in strengthening our city's urban core.

1993 to Today

A LOOK AT DOWNTOWN by the numbers

	1993	TODAY
<i>Number of Residents</i>	4,000	9,500
<i>Number of Employees</i>	67,000	116,540
<i>Office Occupancy</i>	79.8%	86.6%
<i>Office Rental Rate (All classes)</i>	\$13.77/sq ft	\$32.34/sq ft
<i>PID Value</i>	\$699,876,329	\$5,251,989,081
<i>Hotel Occupancy</i>	72.2%	76.8%
<i>Hotel Average Daily Rate</i>	\$67.48/night	\$145.32/night

Sources: U.S. Census Bureau, On the Map, Capitol Market Research, Travis Central Appraisal District, Austin Convention & Visitors Bureau, STR Global

STRATEGIC PRIORITIES

★ CONGRESS AVENUE

Develop Congress Avenue into an extraordinary place that is the heart and soul of Austin and "The Main Street of Texas."

- Conducted Congress Avenue Charrette and created Visioning Report.
- Leading Congress Avenue Tree Lighting Project (launching in 2012).

★ MOBILITY

Actively participate in transportation planning to monitor and influence transportation ingress, egress, and circulation in downtown Austin.

- Leading advocacy and education efforts for multi-modal transportation options including rail, bus rapid transit, and express lanes.
- Collaborated on parking improvements and bike share.

- Created the Downtown Austin Transportation Management Association.

★ NORTHEAST QUADRANT

Advocate for the transformation of the Northeast Quadrant into a safe, appealing, economically vital, and historically significant asset to downtown.

- Advocated for Waller Creek Tunnel Project and formation of Waller Creek Conservancy.
- Support State redevelopment and proposed medical school and teaching hospital.
- Advocate for East Sixth Street Makeover Project.

ACCOMPLISHMENTS & ONGOING EFFORTS

★ ECONOMIC DEVELOPMENT

- Conduct market and demographic research annually.
- Advocate to maintain downtown's competitive advantage through the Downtown Austin Plan, the Historic Landmark Program, and other policy initiatives.

★ PARKS AND OPEN SPACE

- Continually support public initiatives for Waller Creek, including the tunnel, the Waller Creek Master Plan, and the recent formation of the Waller Creek Conservancy.
- Provide advocacy and funding support for the revitalization and programming of downtown's historic squares: Republic Square, Wooldridge Square, and Brush Square.

★ RETAIL

- Recruited 35 new businesses downtown since 2005.
- Conduct periodic Retail Psychographic Research.
- Employ full-time retail recruiter.

★ ARTS AND ENTERTAINMENT

- Annually sponsor 15-20 cultural projects/organizations per year.
- Produce annual Holiday Sing-Along and Downtown Stroll, bringing more than 10,000 people to downtown Austin.

★ STREETSCAPES

- Advocate for ongoing streetscapes improvements in the Great Streets Master Plan, including Brazos Street and 2nd Street.
- Supported the I-35 Makeover Project creating a safe, well-lit parking area and vital link between East Austin and downtown.

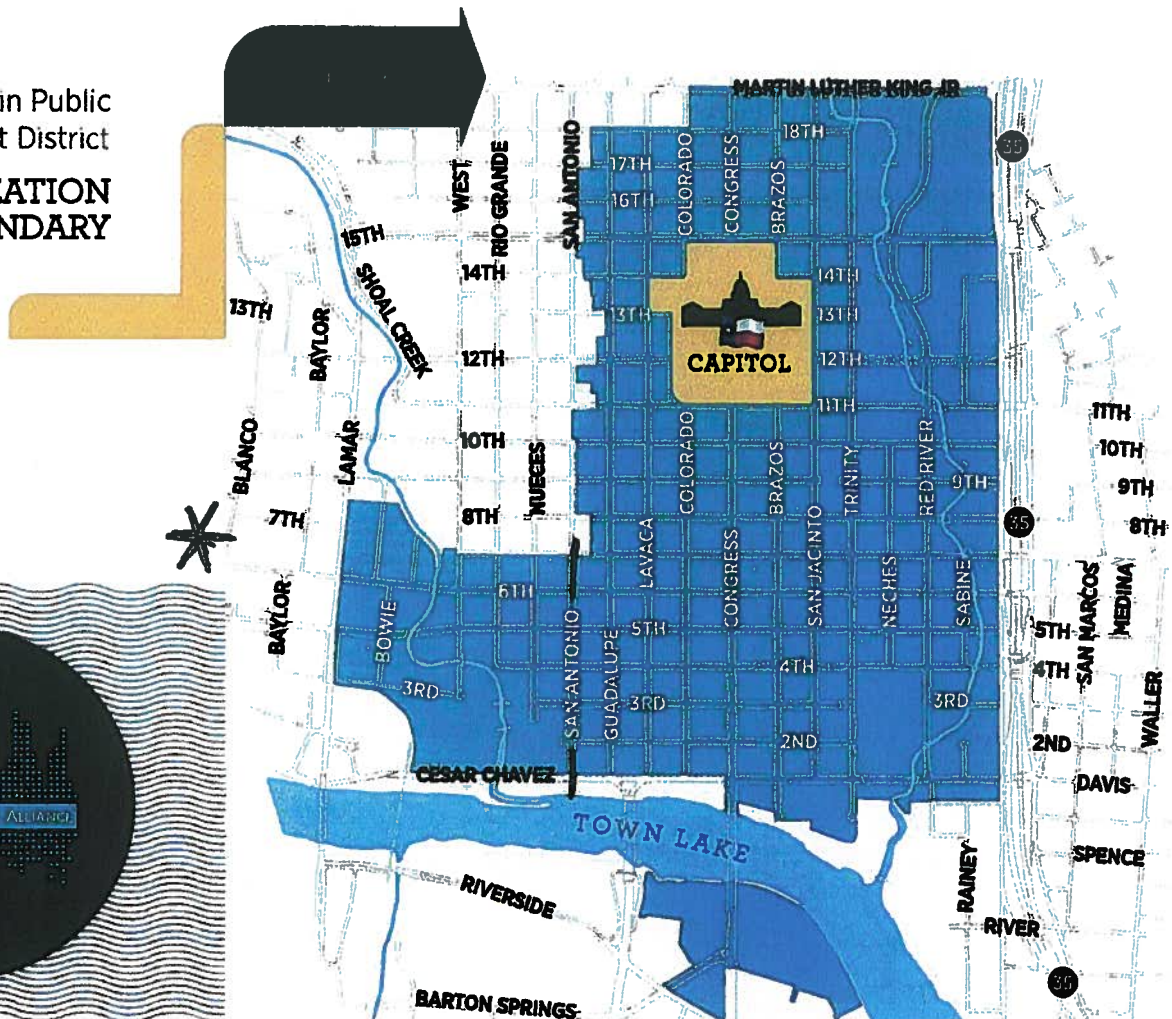
★ SECURITY AND MAINTENANCE

- Provide funding, support, and oversight for 7-days per week Downtown Rangers safety patrol.
- Provide direct street maintenance services for daily litter control, sidewalk cleaning, graffiti removal, and seasonal bird control in key locations.
- Provide advocacy, funding support, and coordination to improve the effectiveness of law enforcement, offender prosecution, and provision of social services and housing.

★ COMMUNICATIONS

- Keep constituents up-to-date through a weekly newsletter, educational events, annual report, and new website.
- Produced *DOWNTOWN* program on KLRU-TV, highlighting the people, places, stories, and situations that make DOWNTOWN: As Austin As It Gets™, and winning six Lone Star EMMYs.
- Redesigning DAA website, www.DowntownAustin.com.

Downtown Austin Public
Improvement District
REAUTHORIZATION
BOUNDARY



The new expansion is the shaded area west of San Antonio Street.

Property tax account number: 795833

Property address: 306 W 8 ST

**PETITION FOR CONTINUATION OF
AUSTIN DOWNTOWN PUBLIC IMPROVEMENT DISTRICT**

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF AUSTIN, TEXAS:

The undersigned (the "Petitioners"), holding title to land within the area described on the map attached hereto as Exhibit A ("Downtown Austin"), acting pursuant to the provisions of Chapter 372, Vernon's Texas Code Annotated, Texas Local Government Code (the "Act"), respectfully petition the City Council of the City of Austin, Texas (the "City" or "City of Austin"), for the continuation and re-establishment of a public improvement district (the "District") and present the following information concerning the District:

CERTIFICATE AS TO AUTHORITY OF SIGNER

TO BE COMPLETED BY THE CHAIRMAN OF THE BOARD, THE PRESIDENT, A VICE PRESIDENT, THE SECRETARY, OR ANOTHER AUTHORIZED OFFICER OF, OR AUTHORIZED LEGAL COUNSEL TO, THE OWNER IF THE OWNER IS A CORPORATION, OR BY A GENERAL PARTNER OF, OR AUTHORIZED LEGAL COUNSEL TO, THE OWNER IF THE OWNER IS A PARTNERSHIP, OR A MANAGER OR MANAGING MEMBER OR, OF AUTHORIZED LEGAL COUNSEL TO, THE OWNER IF THE OWNER IS A LIMITED LIABILITY COMPANY, AND IF THE PETITION IS COMPLETED AND SIGNED BY A REPRESENTATIVE OF OWNER:

I hereby certify to the Honorable Mayor and City Council of the City of Austin, Texas that I am the _____ (title) of _____

(name of owner), a _____ (type of entity and state in which organized), and I hereby further certify that _____ (name of signer), was duly authorized and empowered, at the time this Petition was executed to sign the Petition on behalf of the owner and that the act of the signer in executing this Petition is binding on the owner.

Name: _____

Title: _____

I.

The name of the District is **AUSTIN DOWNTOWN PUBLIC IMPROVEMENT DISTRICT**. The District contains an area of approximately 750 acres of land, situated within the City of Austin in Travis County, Texas (the "County"). The land is incorporated as a part of this Petition for all purposes. The area included in the District is described by the map attached as Exhibit A, which is incorporated as a part of this Petition for all purposes. The area proposed to be included in the District lies entirely within the corporate limits of the City of Austin. The area included in the District does not lie in either the corporate limits or extraterritorial jurisdiction of any city other than the City. The area included in the District is devoted primarily to commercial, retail, and business activities. All of the land included in the District may properly be included in the District.

II.

The Petitioners hold title to land within the District and collectively are (a) the owners of taxable real property representing more than fifty percent (50%) of the appraised value of taxable real property liable for assessment within the District, as determined by the current roll of the Travis Central Appraisal District; and (b) the record owners of real property liable for assessment within the District who (1) constitute more than 50 percent of all record owners of property that is liable for assessment under the proposal or (2) own taxable real property that constitutes more than fifty percent (50%) of the area of all taxable real property that is liable for assessment within the District.

III.

The District shall be continued to provide to the City the power to undertake the improvements and provide the services in Downtown Austin authorized by the Act. The Petitioners propose that the District provide services and improvements for Downtown Austin necessary or desirable to (a) provide for public safety and security; (b) protect the public health and promote sanitation and provide waste management; (c) promote economic growth and diversification including advertisement, business recruitment, marketing, and public relations; (d) provide recreational activities and cultural enhancements; (e) provide landscaped and scenic areas and parks; (f) provide distinctive lighting, signs, and public art; (g) enhance pedestrian and vehicular mobility; (h) expand commerce; and (i) plan for and manage the needs of Downtown Austin. The Petitioners do not propose any improvements or services which would require the relocation or adjustment of utilities in public streets or rights-of-way without prior authorization from the City.

IV.

The Petitioners estimate that the annual cost of the services and improvements to be provided by the District will be approximately \$2,800,000, although such amount may be subject to change over the life of the District. The power of the City to levy assessments for the purposes of providing the services and improvements proposed by the Petitioners shall not exceed \$0.10 per \$100 valuation of taxable real property as shown by the tax rolls of the Travis Central Appraisal District, unless a petition executed in the manner required by Section 372.005(b) of the Act requesting the City to levy and assess for services and improvements in excess of that amount has been presented to the City, and, after receipt of that Petition, the City Council shall have conducted hearings in accordance with the Act on the advisability of the services and improvements, shall have established an amended or new service plan and plan of assessment, and shall have levied additional assessments as required by the Act.

V.

The proposed method of assessing property within the District to pay the estimated cost of the proposed services and improvements is by an assessment of up to (but in no case more than) \$0.10 per \$100 valuation of taxable real property as shown on the tax rolls of the Travis Central Appraisal District, provided, however, that property designated by the City as "H" Historic shall have the exemptions from assessment contained in Section 11-1-22 of the City Code and shall be assessed on the basis of the reduced value provided by the formula therein. Further, the first \$500,000 of valuation of all taxable real properties in the District shall be exempt from assessment.

VI.

Except with the prior consent of the owners thereof, the Petitioners propose that the following classes of property be excluded from assessment: (a) property of the City used for public purposes (provided, however, that during each year in which the District remains in effect and the Council appropriates sufficient funds, the City shall pay an amount in lieu of an assessment, as provided in Section VIII hereof); (b) property of the County, and property owned by political subdivisions of the State of Texas and used for public purposes; (c) property that is exempt from taxation under Section 11.20 of the Texas Property Tax Code, as amended; (d) property owned by persons or an association of persons which is used exclusively for school purposes; (e) property used exclusively for school purposes; (f) property owned by an association engaged in promoting the religious, educational, and physical development of boys, girls, young men, or young women operating under a state or national organization of like character and used exclusively and necessarily for such purpose, including, but not limited to, property owned by the Austin Independent School District; (g) property owned by institutions of purely public charity; (h) property that was used primarily for recreational, park, or scenic purposes during the immediately preceding calendar year; (i) property owned by public or private utilities that is located in public streets or rights-of-way; (j) property used for residential purposes and fitting the definition of a homestead provided in Section 11.13(j)(1), Vernon's Texas Code Annotated, Texas Property Code; (j) all hospitals; and (k) property owned by The University of Texas and the State of Texas.

VII.

The total cost of the improvements and services, which the Petitioners propose shall be paid solely by the District. Payment of assessments (or amounts paid in lieu of assessments) by exempt jurisdictions and entities must be established by contract.

VIII.

The District will be managed by Austin DMO, Inc. (the "Corporation"), d.b.a. Downtown Austin Alliance, in accordance with a management contract to be negotiated between the City and the Corporation, and approved by the City Council and the board of directors of the Corporation. The Corporation is a private non-profit corporation incorporated in the State of Texas. The City will make an annual payment to the District in lieu of an annual assessment of City-owned property. On or before the date which is 90 days prior to the date each year on which property owners in the District are to be assessed, the City shall enter into an agreement with the Corporation under which the City, subject to appropriation of funds from the Council, will agree to pay the Corporation a sum that shall be no less than an amount equal to 15% of the total assessments to be assessed against the property owners in the District in the ensuing year; provided, however, that notwithstanding the amount of the total assessments to be

assessed in the ensuing year, in each year the sum paid by the City shall not be less than \$100,000 and shall not exceed \$150,000.

IX.

An advisory board may be established to develop and recommend an improvement plan to the City Council. In order to provide for efficient management of the District, the City Council, by acceptance of this petition and the re-establishment of the District, agrees to assign to the Corporation the responsibility for developing and recommending a service plan, improvement plan, and other responsibilities of the advisory body contained in the Act, and further agrees that it will not establish an advisory body independent of the board of directors of the Corporation. The service plan and assessment rolls of the District shall be reviewed and approved by the board of directors of the Corporation prior to finalization by the City Council.

X.

There is a necessity for the continuation of the District because Downtown Austin is in need of supplemental services and improvements in addition to those provided by the City, the State of Texas, and political subdivisions of the State of Texas in order to preserve, maintain, and enhance the economic health and vitality of Downtown Austin as the major economic activity center of the City, and to preserve, protect and maintain the health, safety, and welfare of residents, visitors, employers, employees, and consumers in Downtown Austin as well as the general public. The petition for the continuation of the District is not submitted to the City with the intention of relieving the City, the County, or the Capital Metropolitan Transportation Authority ("Capital Metro"), from providing the present level of services and improvements to Downtown Austin, or to release the City, the County, or Capital Metro from the obligations they have to provide municipal, county, and mobility service to Downtown Austin. If continued as proposed, the District will ensure a long term financial commitment to the improvements and services required for Downtown Austin in order that it will continue to prosper and enjoy economic health and vitality as the city's primary commercial, retail, and business center.

XI.

The District shall automatically dissolve ten (10) years from the date the District is reestablished by action of the City Council unless the District is renewed through the petition and approval process provided by the Act. Additionally, the power of the City to continue to levy and collect assessment within the District in accordance with this Petition and pursuant to the Act will cease and the District will be dissolved if a petition requesting dissolution is filed with the Austin City Clerk and the petition contains the signatures of at least enough property owners within the District to make the petition sufficient for the continuation of a public improvement district as provided by Section 372.005(b) of the Act.

XII.

Each of the Petitioners requests the continuation of the District and concurs with the re-establishment of the District with the powers and upon the conditions set forth in this Petition. This petition is executed in multiple counterparts, each of which shall constitute an original Petition for all purposes.

The Petitioners request that this petition be considered at the earliest possible time, that the City conduct a hearing as provided under the provisions of Chapter 372 of the Act, and, after such hearing, that

the City Council duly pass and approve an ordinance continuing the District covering the property described in Exhibit A with the powers described in this Petition.

Respectfully submitted this ____ day of _____, 2012.

_____ Signature of person signing for owner		_____ Date
Printed name of signer: _____		
Owner's printed name, if different from signer: _____		
Signer's relation to owner, if not owner: _____		
Signer's mailing address: _____ _____ _____		
Signer's telephone: _____		

By executing this Petition, the foregoing person represents and warrants that he or she is authorized to execute this Petition on behalf of the property owner named above.

STATE OF TEXAS	§
	§
COUNTY OF TRAVIS	§
This instrument was ACKNOWLEDGED before me this ____ day of _____, 2012 by _____.	
_____ Notary Public, State of Texas	
Printed name of Notary Public: _____	
My commission expires: _____	

**Signed, notarized petitions should be returned to the Downtown Austin Alliance,
211 East Seventh Street, Suite 818, Austin, TX 78701
Telephone: (512) 469-1766**

Property tax account number: 795822

Property address: 700 LAVACA ST

**PETITION FOR CONTINUATION OF
AUSTIN DOWNTOWN PUBLIC IMPROVEMENT DISTRICT**

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF AUSTIN, TEXAS:

The undersigned (the "Petitioners"), holding title to land within the area described on the map attached hereto as Exhibit A ("Downtown Austin"), acting pursuant to the provisions of Chapter 372, Vernon's Texas Code Annotated, Texas Local Government Code (the "Act"), respectfully petition the City Council of the City of Austin, Texas (the "City" or "City of Austin"), for the continuation and re-establishment of a public improvement district (the "District") and present the following information concerning the District:

CERTIFICATE AS TO AUTHORITY OF SIGNER

TO BE COMPLETED BY THE CHAIRMAN OF THE BOARD, THE PRESIDENT, A VICE PRESIDENT, THE SECRETARY, OR ANOTHER AUTHORIZED OFFICER OF, OR AUTHORIZED LEGAL COUNSEL TO, THE OWNER IF THE OWNER IS A CORPORATION, OR BY A GENERAL PARTNER OF, OR AUTHORIZED LEGAL COUNSEL TO, THE OWNER IF THE OWNER IS A PARTNERSHIP, OR A MANAGER OR MANAGING MEMBER OR, OF AUTHORIZED LEGAL COUNSEL TO, THE OWNER IF THE OWNER IS A LIMITED LIABILITY COMPANY, AND IF THE PETITION IS COMPLETED AND SIGNED BY A REPRESENTATIVE OF OWNER:

I hereby certify to the Honorable Mayor and City Council of the City of Austin, Texas that I am the _____ (title) of _____

(name of owner), a _____ (type of entity and state in which organized), and I hereby further certify that _____ (name of signer), was duly authorized and empowered, at the time this Petition was executed to sign the Petition on behalf of the owner and that the act of the signer in executing this Petition is binding on the owner.

Name: _____

Title: _____

I.

The name of the District is **AUSTIN DOWNTOWN PUBLIC IMPROVEMENT DISTRICT**. The District contains an area of approximately 750 acres of land, situated within the City of Austin in Travis County, Texas (the "County"). The land is incorporated as a part of this Petition for all purposes. The area included in the District is described by the map attached as Exhibit A, which is incorporated as a part of this Petition for all purposes. The area proposed to be included in the District lies entirely within the corporate limits of the City of Austin. The area included in the District does not lie in either the corporate limits or extraterritorial jurisdiction of any city other than the City. The area included in the District is devoted primarily to commercial, retail, and business activities. All of the land included in the District may properly be included in the District.

II.

The Petitioners hold title to land within the District and collectively are (a) the owners of taxable real property representing more than fifty percent (50%) of the appraised value of taxable real property liable for assessment within the District, as determined by the current roll of the Travis Central Appraisal District; and (b) the record owners of real property liable for assessment within the District who (1) constitute more than 50 percent of all record owners of property that is liable for assessment under the proposal or (2) own taxable real property that constitutes more than fifty percent (50%) of the area of all taxable real property that is liable for assessment within the District.

III.

The District shall be continued to provide to the City the power to undertake the improvements and provide the services in Downtown Austin authorized by the Act. The Petitioners propose that the District provide services and improvements for Downtown Austin necessary or desirable to (a) provide for public safety and security; (b) protect the public health and promote sanitation and provide waste management; (c) promote economic growth and diversification including advertisement, business recruitment, marketing, and public relations; (d) provide recreational activities and cultural enhancements; (e) provide landscaped and scenic areas and parks; (f) provide distinctive lighting, signs, and public art; (g) enhance pedestrian and vehicular mobility; (h) expand commerce; and (i) plan for and manage the needs of Downtown Austin. The Petitioners do not propose any improvements or services which would require the relocation or adjustment of utilities in public streets or rights-of-way without prior authorization from the City.

IV.

The Petitioners estimate that the annual cost of the services and improvements to be provided by the District will be approximately \$2,800,000, although such amount may be subject to change over the life of the District. The power of the City to levy assessments for the purposes of providing the services and improvements proposed by the Petitioners shall not exceed \$0.10 per \$100 valuation of taxable real property as shown by the tax rolls of the Travis Central Appraisal District, unless a petition executed in the manner required by Section 372.005(b) of the Act requesting the City to levy and assess for services and improvements in excess of that amount has been presented to the City, and, after receipt of that Petition, the City Council shall have conducted hearings in accordance with the Act on the advisability of the services and improvements, shall have established an amended or new service plan and plan of assessment, and shall have levied additional assessments as required by the Act.

V.

The proposed method of assessing property within the District to pay the estimated cost of the proposed services and improvements is by an assessment of up to (but in no case more than) \$0.10 per \$100 valuation of taxable real property as shown on the tax rolls of the Travis Central Appraisal District, provided, however, that property designated by the City as "H" Historic shall have the exemptions from assessment contained in Section 11-1-22 of the City Code and shall be assessed on the basis of the reduced value provided by the formula therein. Further, the first \$500,000 of valuation of all taxable real properties in the District shall be exempt from assessment.

VI.

Except with the prior consent of the owners thereof, the Petitioners propose that the following classes of property be excluded from assessment: (a) property of the City used for public purposes (provided, however, that during each year in which the District remains in effect and the Council appropriates sufficient funds, the City shall pay an amount in lieu of an assessment, as provided in Section VIII hereof); (b) property of the County, and property owned by political subdivisions of the State of Texas and used for public purposes; (c) property that is exempt from taxation under Section 11.20 of the Texas Property Tax Code, as amended; (d) property owned by persons or an association of persons which is used exclusively for school purposes; (e) property used exclusively for school purposes; (f) property owned by an association engaged in promoting the religious, educational, and physical development of boys, girls, young men, or young women operating under a state or national organization of like character and used exclusively and necessarily for such purpose, including, but not limited to, property owned by the Austin Independent School District; (g) property owned by institutions of purely public charity; (h) property that was used primarily for recreational, park, or scenic purposes during the immediately preceding calendar year; (i) property owned by public or private utilities that is located in public streets or rights-of-way; (j) property used for residential purposes and fitting the definition of a homestead provided in Section 11.13(j)(1), Vernon's Texas Code Annotated, Texas Property Code; (j) all hospitals; and (k) property owned by The University of Texas and the State of Texas.

VII.

The total cost of the improvements and services, which the Petitioners propose shall be paid solely by the District. Payment of assessments (or amounts paid in lieu of assessments) by exempt jurisdictions and entities must be established by contract.

VIII.

The District will be managed by Austin DMO, Inc. (the "Corporation"), d.b.a. Downtown Austin Alliance, in accordance with a management contract to be negotiated between the City and the Corporation, and approved by the City Council and the board of directors of the Corporation. The Corporation is a private non-profit corporation incorporated in the State of Texas. The City will make an annual payment to the District in lieu of an annual assessment of City-owned property. On or before the date which is 90 days prior to the date each year on which property owners in the District are to be assessed, the City shall enter into an agreement with the Corporation under which the City, subject to appropriation of funds from the Council, will agree to pay the Corporation a sum that shall be no less than an amount equal to 15% of the total assessments to be assessed against the property owners in the District in the ensuing year; provided, however, that notwithstanding the amount of the total assessments to be

assessed in the ensuing year, in each year the sum paid by the City shall not be less than \$100,000 and shall not exceed \$150,000.

IX.

An advisory board may be established to develop and recommend an improvement plan to the City Council. In order to provide for efficient management of the District, the City Council, by acceptance of this petition and the re-establishment of the District, agrees to assign to the Corporation the responsibility for developing and recommending a service plan, improvement plan, and other responsibilities of the advisory body contained in the Act, and further agrees that it will not establish an advisory body independent of the board of directors of the Corporation. The service plan and assessment rolls of the District shall be reviewed and approved by the board of directors of the Corporation prior to finalization by the City Council.

X.

There is a necessity for the continuation of the District because Downtown Austin is in need of supplemental services and improvements in addition to those provided by the City, the State of Texas, and political subdivisions of the State of Texas in order to preserve, maintain, and enhance the economic health and vitality of Downtown Austin as the major economic activity center of the City, and to preserve, protect and maintain the health, safety, and welfare of residents, visitors, employers, employees, and consumers in Downtown Austin as well as the general public. The petition for the continuation of the District is not submitted to the City with the intention of relieving the City, the County, or the Capital Metropolitan Transportation Authority ("Capital Metro"), from providing the present level of services and improvements to Downtown Austin, or to release the City, the County, or Capital Metro from the obligations they have to provide municipal, county, and mobility service to Downtown Austin. If continued as proposed, the District will ensure a long term financial commitment to the improvements and services required for Downtown Austin in order that it will continue to prosper and enjoy economic health and vitality as the city's primary commercial, retail, and business center.

XI.

The District shall automatically dissolve ten (10) years from the date the District is reestablished by action of the City Council unless the District is renewed through the petition and approval process provided by the Act. Additionally, the power of the City to continue to levy and collect assessment within the District in accordance with this Petition and pursuant to the Act will cease and the District will be dissolved if a petition requesting dissolution is filed with the Austin City Clerk and the petition contains the signatures of at least enough property owners within the District to make the petition sufficient for the continuation of a public improvement district as provided by Section 372.005(b) of the Act.

XII.

Each of the Petitioners requests the continuation of the District and concurs with the re-establishment of the District with the powers and upon the conditions set forth in this Petition. This petition is executed in multiple counterparts, each of which shall constitute an original Petition for all purposes.

The Petitioners request that this petition be considered at the earliest possible time, that the City conduct a hearing as provided under the provisions of Chapter 372 of the Act, and, after such hearing, that

the City Council duly pass and approve an ordinance continuing the District covering the property described in Exhibit A with the powers described in this Petition.

Respectfully submitted this ____ day of _____, 2012.

Signature of person signing for owner _____	Date _____
Printed name of signer: _____	
Owner's printed name, if different from signer: _____	
Signer's relation to owner, if not owner: _____	
Signer's mailing address: _____ _____	
Signer's telephone: _____	

By executing this Petition, the foregoing person represents and warrants that he or she is authorized to execute this Petition on behalf of the property owner named above.

STATE OF TEXAS	§	
	§	
COUNTY OF TRAVIS	§	
This instrument was ACKNOWLEDGED before me this ____ day of _____, 2012 by _____.		
_____ Notary Public, State of Texas Printed name of Notary Public: _____ My commission expires: _____		

Signed, notarized petitions should be returned to the Downtown Austin Alliance, 211 East Seventh Street, Suite 818, Austin, TX 78701 Telephone: (512) 469-1766



Travis County Commissioners Court Agenda Request

Meeting Date: May 15, 2012

Prepared By/Phone Number: John Carr, 854-4772

Dept. Head: Roger El Khoury, M.S., P.E., Director, FMD, 854-4579

County Executive: Leslie Browder, Planning and Budget, 854-9106

Sponsoring Court Members: Commissioner Davis, Precinct One

A handwritten signature in blue ink, which appears to read "Roger El Khoury", is written over the text for the Department Head and County Executive.

AGENDA LANGUAGE:

Consider and take appropriate action on issues associated with the Travis County Exposition Center, including:

- A. Request from the Austin/Travis County Health and Human Services Department for waiver of fees to use the Travis County Exposition Center Show Barn on October 10, 2012, for the Annual Immunization Clinic; and
- B. Revision to Chapter 45 of the Travis County Code, Travis County Exposition Center: Mission, Licensing and Operations, to update the delegation of authority related to appeal of denied discount requests.

BACKGROUND/SUMMARY OF REQUEST:

The Facilities Management Department (FMD) was contacted by the Austin/Travis County Health and Human Services Department (A/TCHHSD), Kurt Becker, Immunization Program Manager, to reserve the Exposition Center Show Barn to conduct the annual drive-through flu shot clinic on October 10, 2012. He requested that the Exposition Center waive all fees for this event, which provides free flu services directly to county residents. FMD, in compliance with the policy approved by the Commissioners Court in February 2012, offered a discount of 50% of the facility rental fee as per section 45.012, Available Discounts, of the approved policy. Upon being notified of the available discount, the A/TCHHSD submitted a letter requesting that all fees be waived for this event as a public entity providing free flu prevention services to Travis County residents (Attachment One). FMD does not have authority to waive fees and can only offer the available discount as specified in the approved policy. Therefore, FMD is bringing this item to the Commissioners Court for consideration and action. Costs to the Exposition Center associated with this annual event are minimal and FMD recommends approval.

The second section of this agenda item is required to address an issue with the language of the recently approved Chapter 45 of the Travis County Code titled Travis County Exposition Center: Mission, Licensing and Operations. Section 45.013(b) of the approved chapter states that "If the FMD Director denies a requested discount, the Requestor may appeal that decision to the County Executive, Transportation and Natural Resources/Facilities Management Department (the "County Executive TNR/FMD"). If the Requestor disagrees with the County Executive TNR/FMD's decision, the Requestor may appeal that decision to the Travis County Commissioners Court, whose decision will be final." On March 20, 2012, the Commissioners Court transferred supervision of FMD to the County Executive, Planning and Budget. The language of Section 45.013(b) should therefore be revised to reflect that appeals can be submitted to the County Executive responsible for supervising FMD.

STAFF RECOMMENDATIONS:

The Facilities Management Department recommends the Commissioner Court approve the request for waiver of fees. The Facilities Management Department recommends modification of Section 45.013(b) of Chapter 45 of the Travis County Code.

ISSUES AND OPPORTUNITIES:

Approval of this request for waiver would result in a reduction \$450 in fees that would have been required under the provisions of the revised Chapter 45 policy.

Chapter 45, Section 45.013(b) should be corrected to reflect the current reporting structure of FMD. Specifically, the right of a Requestor to appeal to the FMD Director decision on a requested discount would be to the County Executive responsible for supervising FMD in lieu of the County Executive, TNR/FMD (as currently specified in Chapter 45, Section 45.013(b)).

FISCAL IMPACT AND SOURCE OF FUNDING:

Loss of \$450 in revenue for the Exposition Center.

ATTACHMENTS/EXHIBITS:

1. A/TCHHSD letter dated March 20, 2012
2. Order Amending Chapter 45

REQUIRED AUTHORIZATIONS:

County Attorney's Office, Tenley Aldredge



Austin/Travis County Health and Human Services Department



March 20, 2012

Dianna Floyd
Travis County Exposition Center
7311 Decker Lane
Austin, Texas 78724
Dianna.floyd@co.travis.tx.us

Dear Dianna:

We received the contract application document to reserve the Travis County Exposition Center for a drive-thru flu clinic, currently scheduled for Wednesday October 10, 2012. Thank you for providing us the form so quickly.

As a public entity providing free flu services directly to county residents, we are requesting the fee for use of the facility be waived. We have enjoyed serving Travis County clients in this facility and capacity in the past, and it has proved to be a very successful venue for the residents of the county. From 2006-2009, we administered over 3000 doses of flu at the Travis County Expo Center site. In addition, this event helps fulfill our obligation within our inter-local agreement with Travis County ensuring that flu clinics are offered in county sites outside the City of Austin municipality.

We would like the opportunity to continue providing these services to our county residents this fall and hope that our request will be approved.

Thank you for your consideration and we look forward to hearing from you at your earliest convenience.

Sincerely,

Kurt Becker

A handwritten signature in black ink that reads "Kurt S. Becker".

Immunization Program Manager
Austin/Travis County HHSD
1000 Toyath
Austin, Texas 78703

Office: (512) 972-5523

Email: Kurt.becker@austintexas.gov

Exhibit A

(Current Exposition Center Policy attached)

**CHAPTER 45. TRAVIS COUNTY EXPOSITION CENTER:
MISSION, LICENSING AND OPERATIONS**

Contents:

***Subchapter A. Exposition Center Primary Mission and Policy Goals.
[Reserved]***

Subchapter B. Discounts for Use of Travis County Exposition Center Facilities by Eligible Entities.

45.010	Scope
45.011	Eligible Entities
45.012	Available Discounts
45.013	Discount Requests

Subchapter C. Refunds.

45.021	Scope
45.022	Refund Requests; Processing of Requests
45.023	Decision by FMD Director; Appeals

***Subchapter A.
[Reserved]***

Subchapter B. Discounts for Use of Travis County Exposition Center Facilities by Eligible Entities.

45.010	Scope
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This Subchapter codifies the policy for offering discounts from the current rate schedule to qualifying entities ("Eligible Entities") granted a license to use certain Travis County Exposition Center (the "Expo Center") facilities.

45.011 **Eligible Entities.** The following entities are eligible to receive discounts:

- (a) **Governmental and Quasi-Governmental Agencies or Departments.** Discounts may be offered to governmental or quasi-governmental agencies or departments that meet the following criteria:
- (1) the agency or department derives some or all of its funding from Travis County government, either by direct appropriation or contract, and
 - (2) the agency or department is managed or directed by appointees of the Commissioners Court, or by a board composed of one or more members appointed by the Commissioners Court.

This category of Eligible Entities expressly includes Travis County departments and offices; Travis County corporations; organizations of which Travis County is a participating member; Travis County boards and committees; Travis County road districts, emergency service districts and similar entities.

- (b) **Charitable Organizations.** Discounts may be offered to an entity organized and operating as a tax-exempt organization under 501(c)(3) of the Internal Revenue Code. To be eligible for discounts under this category, an organization must provide up-to-date documentation of valid 501(c)(3) status to the Expo Center Director (the "Director") prior to receiving a discount. Discount rates offered to Charitable Organizations are based on the organization's primary service area. For purposes of this Policy, Travis County will be presumed to be the organization's "primary service area" if: (a) the organization has its principal place of business in Travis County; or (b) 50% or more of the proceeds generated by the licensed Event will benefit Travis County residents.

45.012 Available Discounts

- (a) Only Exposition Center facility rental fees are subject to discount: licensees will be charged full price for use of all other Expo Center amenities, including equipment, custodial, HVAC, dirt removal and placement, RV parking, electrical hook-ups, water, etc. Facilities that may be discounted are: the Main Arena, Banquet Hall, Skyline Club, Show Barn and Grounds. These facilities may be discounted at the following rates:
- (i) Governmental or Quasi-Governmental Agencies and Departments: 50%
 - (ii) Charitable Organizations:
 - (A) having Travis County as its primary service area: 25%
 - (B) having its primary service area other than Travis County: 10%

45.013 Discount Requests

- (a) Requests for discounts must be submitted in writing to the Director, who will refer the request to the Director of the Travis County Facilities Management Department (the "FMD Director"). The FMD Director will review the written request and determine whether the requesting individual or entity ("Requestor") meets the applicable eligibility criteria set forth in Section 45.011. If the FMD Director determines that the eligibility criteria have been satisfied, the FMD Director will apply the discounts set forth in Section 45.012 and incorporate such discounts in the Requestor's Event Costing Schedule attached to the Expo Center License Agreement. If the eligibility criteria are not satisfied, no discounts will be applied and full fees will be charged.
- (b) If the FMD Director denies a requested discount, the Requestor may appeal that decision to the County Executive Transportation and Natural Resources/Facilities Management Department (the "County Executive TNR/FMD"). If the Requestor

disagrees with the County Executive TNR/FMD's decision, the Requestor may appeal that decision to the Travis County Commissioners Court, whose decision will be final.

Subchapter C. Refunds.

45.021 Scope

- (a) This Subchapter applies only to requests for refunds of deposits and other fees paid by Expo Center licensees that do not exceed \$1,000.00 and that arise from circumstances that fall within one or more of the following categories ("Eligible Refund Requests"):
- (1) licensee is forced to cancel the event due to unforeseen circumstances beyond licensee's reasonable control;
 - (2) Expo Center personnel inadvertently overbook the facility;
 - (3) extreme weather conditions render use of the licensed facility unsafe;
 - (4) the mechanical (HVAC) system fails during the licensed Event (refund for cost of utilities only).
- (b) If a request for a refund exceeds \$1,000.00, the request will be forwarded to the FMD Director, who will place the request on the agenda of the Commissioners Court for consideration.

45.022 Refund Requests; Processing of Requests

- (a) The Director will receive and review all Eligible Refund Requests.
- (b) The Director will make a recommendation whether to grant or deny the Eligible Refund Request and will forward that recommendation, in writing, to the FMD Director.

45.023 Decision by FMD Director; Appeals

- (a) If the Director recommends granting the Eligible Refund Request and the FMD Director agrees with that recommendation, the FMD Director will approve the Eligible Refund Request and will communicate such approval, in writing, to the licensee. The refund will be processed according to standard County policy.
- (b) If the Director recommends granting the Eligible Refund Request but the FMD Director disagrees with that recommendation and determines that the refund is not warranted, the FMD Director will deny the Eligible Refund Request and will communicate such denial, in writing, to the licensee. The licensee may appeal the decision to the Commissioners Court.
- (c) If the Director recommends denial of the Eligible Refund Request and the FMD Director agrees with that recommendation, the FMD Director will communicate

such denial, in writing, to the licensee. The licensee may appeal the FMD Director's decision to the Commissioners Court.

- (d) If the Director recommends denial of the Eligible Refund Request but the FMD Director disagrees with that recommendation and determines that the refund is warranted, the FMD Director will approve the Eligible Refund Request and communicate such approval, in writing, to the licensee.

Exhibit B

(Revised Exposition Center Policy attached)

CHAPTER 45. TRAVIS COUNTY EXPOSITION CENTER: MISSION, LICENSING AND OPERATIONS

Contents:

Subchapter A. Exposition Center Primary Mission and Policy Goals.
[Reserved]

Subchapter B. Discounts for Use of Travis County Exposition Center Facilities by Eligible Entities.

45.010	Scope
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45.012	Available Discounts
45.013	Discount Requests

Subchapter C. Refunds.

45.021	Scope
45.022	Refund Requests; Processing of Requests
45.023	Decision by FMD Director; Appeals

Subchapter A.
[Reserved]

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45.010	Scope
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This Subchapter codifies the policy for offering discounts from the current rate schedule to qualifying entities ("Eligible Entities") granted a license to use certain Travis County Exposition Center (the "Expo Center") facilities.

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- (a) Governmental and Quasi-Governmental Agencies or Departments. Discounts may be offered to governmental or quasi-governmental agencies or departments that meet the following criteria:
- (1) the agency or department derives some or all of its funding from Travis County government, either by direct appropriation or contract, and
 - (2) the agency or department is managed or directed by appointees of the Commissioners Court, or by a board composed of one or more members appointed by the Commissioners Court.

This category of Eligible Entities expressly includes Travis County departments and offices; Travis County corporations; organizations of which Travis County is a participating member; Travis County boards and committees; Travis County road districts, emergency service districts and similar entities.

- (b) Charitable Organizations. Discounts may be offered to an entity organized and operating as a tax-exempt organization under 501(c)(3) of the Internal Revenue Code. To be eligible for discounts under this category, an organization must provide up-to-date documentation of valid 501(c)(3) status to the Expo Center Director (the "Director") prior to receiving a discount. Discount rates offered to Charitable Organizations are based on the organization's primary service area. For purposes of this Policy, Travis County will be presumed to be the organization's "primary service area" if: (a) the organization has its principal place of business in Travis County; or (b) 50% or more of the proceeds generated by the licensed Event will benefit Travis County residents.

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45.013 Discount Requests

- (a) Requests for discounts must be submitted in writing to the Director, who will refer the request to the Director of the Travis County Facilities Management Department (the "FMD Director"). The FMD Director will review the written request and determine whether the requesting individual or entity ("Requestor") meets the applicable eligibility criteria set forth in Section 45.011. If the FMD Director determines that the eligibility criteria have been satisfied, the FMD Director will apply the discounts set forth in Section 45.012 and incorporate such discounts in the Requestor's Event Costing Schedule attached to the Expo Center License Agreement. If the eligibility criteria are not satisfied, no discounts will be applied and full fees will be charged.
- (b) If the FMD Director denies a requested discount, the Requestor may appeal that decision to the County Executive responsible for supervising the Facilities Management Department (the "County Executive"). If the Requestor disagrees

with the County Executive's decision, the Requestor may appeal that decision to the Travis County Commissioners Court, whose decision will be final.

Subchapter C. Refunds.

45.021 Scope

- (a) This Subchapter applies only to requests for refunds of deposits and other fees paid by Expo Center licensees that do not exceed \$1,000.00 and that arise from circumstances that fall within one or more of the following categories ("Eligible Refund Requests"):
 - (1) licensee is forced to cancel the event due to unforeseen circumstances beyond licensee's reasonable control;
 - (2) Expo Center personnel inadvertently overbook the facility;
 - (3) extreme weather conditions render use of the licensed facility unsafe;
 - (4) the mechanical (HVAC) system fails during the licensed Event (refund for cost of utilities only).
- (b) If a request for a refund exceeds \$1,000.00, the request will be forwarded to the FMD Director, who will place the request on the agenda of the Commissioners Court for consideration.

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45.023 Decision by FMD Director; Appeals

- (a) If the Director recommends granting the Eligible Refund Request and the FMD Director agrees with that recommendation, the FMD Director will approve the Eligible Refund Request and will communicate such approval, in writing, to the licensee. The refund will be processed according to standard County policy.
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- (c) If the Director recommends denial of the Eligible Refund Request and the FMD Director agrees with that recommendation, the FMD Director will communicate

such denial, in writing, to the licensee. The licensee may appeal the FMD Director's decision to the Commissioners Court.

- (d) If the Director recommends denial of the Eligible Refund Request but the FMD Director disagrees with that recommendation and determines that the refund is warranted, the FMD Director will approve the Eligible Refund Request and communicate such approval, in writing, to the licensee.



Travis County Commissioners Court Agenda Request

Meeting Date: May 15, 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 \$782,524.92, for the period of April 27 to May 3, 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 \$782,524.92.

ISSUES AND OPPORTUNITIES:

See attached.

FISCAL IMPACT AND SOURCE OF FUNDING:

Employee Health Benefit Fund (526) – \$782,524.92

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 15, 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 27, 2012 to May 3, 2012

**REIMBURSEMENT REQUESTED
FOR THIS PERIOD:** \$782,524.92

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 \$782,524.92.

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 27, 2012 TO MAY 3, 2012**

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

TRAVIS COUNTY
RECOMMENDATION FOR TRANSFER OF FUNDS

DATE: May 15, 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 27, 2012
 TO: May 3, 2012

REIMBURSEMENT REQUESTED: **\$ 1,912,155.55**

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	\$ 1,912,155.55
bank withdrawal correction	\$ (2,850.00)
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: May 8, 2012	\$ (1,126,915.90)
	\$ -
October 5, 2010 adj	\$ 135.10
Adjust to balance per UHC	\$ 0.17
TOTAL CLAIMS REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:	\$ 782,524.92
 PAYMENTS DEEMED NOT REIMBURSABLE	 \$ -
TRANSFER OF FUNDS REQUESTED:	\$ 782,524.92

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


All claims over \$25,000 (4 this week totaling \$272,823.44) 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.

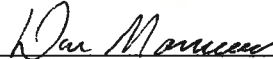
Fifteen percent (15%) of all claims under \$25,000 (\$82,661.98) have been audited for data entry accuracy and the following information is correct for each claim identified for this random review: date of service, eligibility, nature of service, name of and amount billed by provider, date and amount 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 (\$4,077.82).

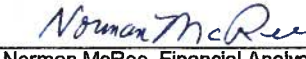
All claims submitted in this transfer have been audited to confirm accuracy of billing and legitimacy of claim under the service provisions of the health care contract and all are contractually legitimate, legally incurred and accurately billed claims.

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.

 5/7/12
 Diane Poirot, Director, HRMD Date

 5-7-12
 Dan Mansour, Risk Manager Date

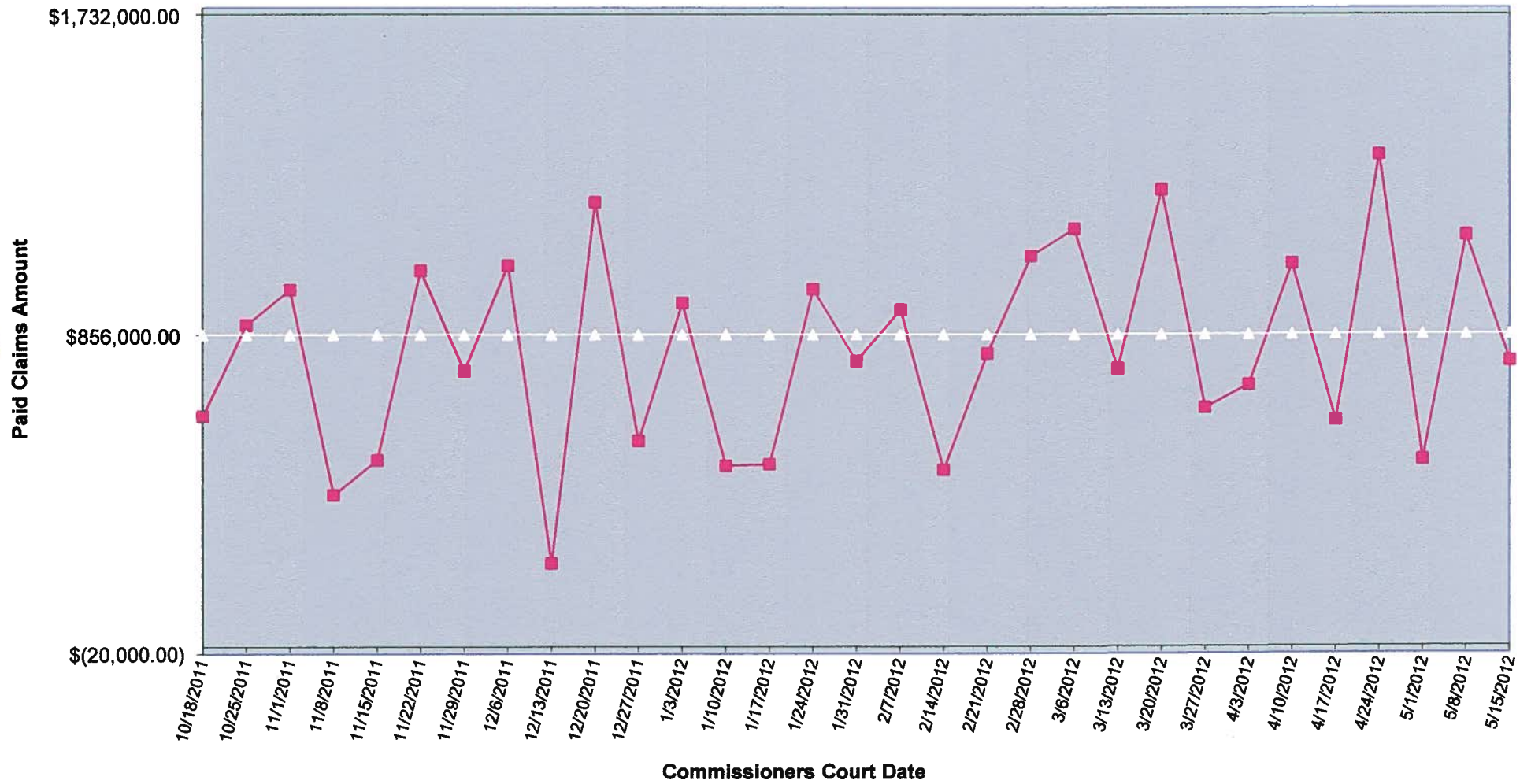
 5/7/12
 Cindy Purinton, Benefit Contract Administrator Date

 5/7/2012
 Norman McRee, Financial Analyst Date

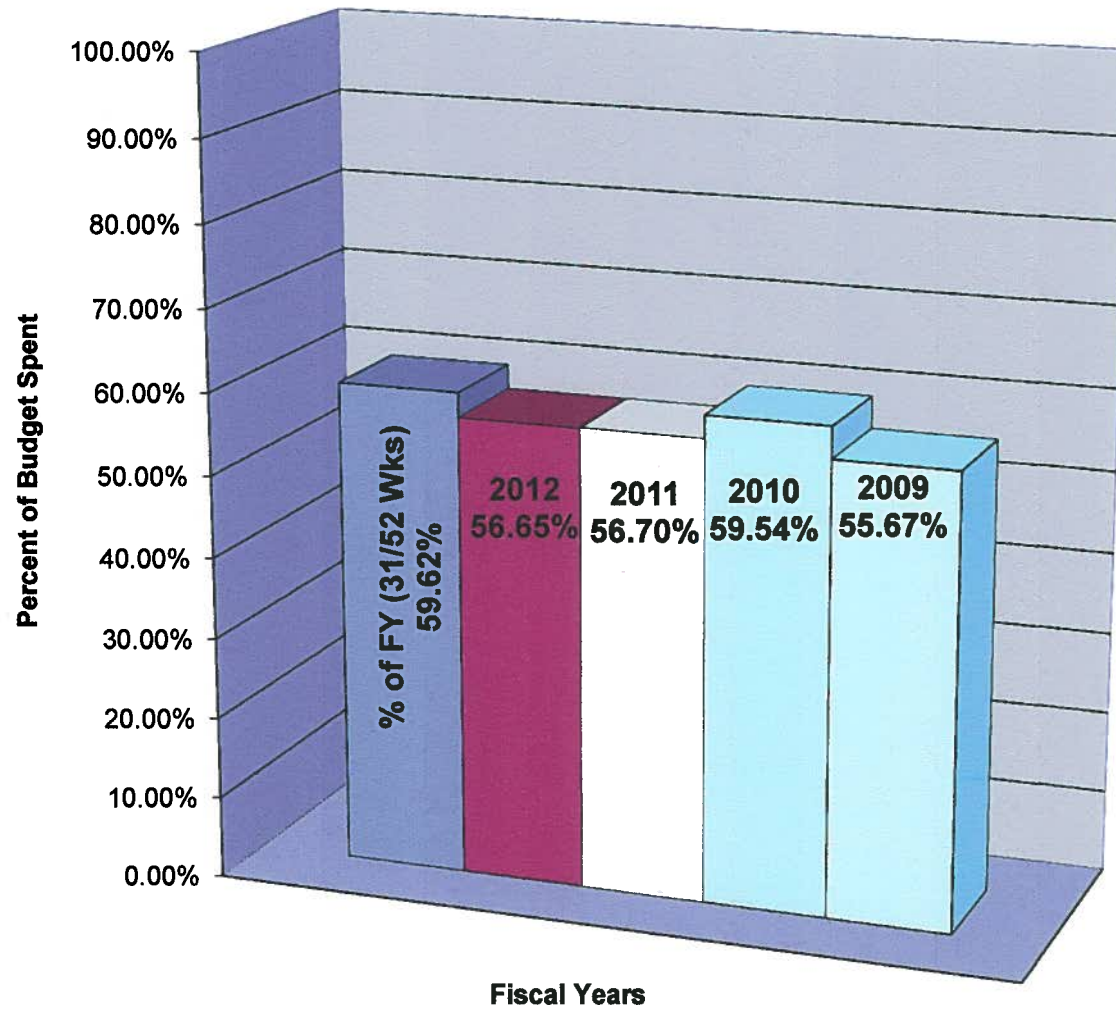
** Agrees to the total payments for this period per the check register received from UHC. See the final page of this period's check register attached.

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

2



Comparison of Claims to FY Budgets Week 31



Norman McRee

From: SIFSFX@UHC.COM
Sent: Friday, May 04, 2012 12:41 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: 2012-05-04 REQUEST AMOUNT: \$1,912,155.55

CUSTOMER ID: 00000701254
 CONTRACT NUMBER: 00701254 00709445
 BANK ACCOUNT NUMBER: 0475012038 ABA NUMBER: 021000021
 FUNDING ADVISE FREQUENCY: DAILY
 FREQUENCY: FRIDAY INITIATOR: CUST METHOD: ACH BASIS: BALANCE

CALCULATION OF REQUEST AMOUNT

+ ENDING BANK ACCOUNT BALANCE FROM: 2012-05-03	\$790,374.96
- REQUIRED BALANCE TO BE MAINTAINED:	\$2,668,041.00
+ PRIOR DAY REQUEST:	\$00.00
= UNDER DEPOSIT:	<u>\$1,877,666.04</u>
+ CURRENT DAY NET CHARGE:	\$34,489.51
+ FUNDING ADJUSTMENTS:	<u>\$00.00</u>
REQUEST AMOUNT:	\$1,912,155.55

ACTIVITY FOR WORK DAY: 2012-04-27

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$42,157.84	\$00.00	\$42,157.84
TOTAL:	\$42,157.84	\$00.00	\$42,157.84

UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2012_05_03

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	\$ (9.29)	QG	60123538	AH		1 2/21/2011	50	5/2/2012	5/3/2012
701254	632	\$ (16.61)	QG	60260372	AE		6 5/16/2011	50	5/2/2012	5/3/2012
701254	632	\$ (16.96)	QG	60123538	AA		1 2/21/2011	50	5/2/2012	5/3/2012
701254	632	\$ (17.57)	QG	60064654	AA		5 1/13/2011	50	5/2/2012	5/3/2012
701254	632	\$ (20.28)	QG	60077525	AH		5 1/24/2011	50	5/2/2012	5/3/2012
701254	632	\$ (29.30)	QG	60077525	AH		6 1/24/2011	50	5/2/2012	5/3/2012
701254	632	\$ (31.24)	QG	60064654	AE		6 1/13/2011	50	5/2/2012	5/3/2012
701254	632	\$ (31.46)	QG	60237662	AH		1 5/2/2011	50	5/2/2012	5/3/2012
701254	632	\$ (36.66)	QG	60064654	AH		1 1/13/2011	50	5/2/2012	5/3/2012
701254	632	\$ (40.12)	QG	60064654	AH		1 1/13/2011	50	5/2/2012	5/3/2012
701254	632	\$ (42.24)	QG	60077525	AH		5 1/24/2011	50	5/2/2012	5/3/2012
701254	632	\$ (64.26)	QG	60156466	AI		16 3/14/2011	50	5/2/2012	5/3/2012
701254	632	\$ (142.64)	PH	61953992	AH		7 4/25/2012	50	4/30/2012	5/3/2012
701254	632	\$ (178.51)	QG	60686950	AH		5 1/12/2012	50	5/2/2012	5/3/2012
701254	632	\$ (276.00)	QG	91078542	AH		1 4/26/2012	50	5/2/2012	5/3/2012
701254	632	\$ (354.09)	PH	61953992	AH		7 4/25/2012	50	4/30/2012	5/3/2012
701254	632	\$ (442.89)	QG	91114666	AH		7 2/10/2012	50	4/30/2012	5/3/2012
701254	632	\$ (477.54)	U4	93295030	AH		1 4/25/2012	50	4/30/2012	5/3/2012
701254	632	\$ (1,835.82)	U4	93295030	AH		1 4/24/2012	50	4/27/2012	5/3/2012

782,524.92

Travis County Hospital and Insurance Fund - County Employees

UHC Payments Deemed Not Reimbursable

For the payment week ending: 05/03/2012

<i>CONTR_#</i>	<i>TRANS_AMT</i>	<i>SRS</i>	<i>CHK_#</i>	<i>GRP</i>	<i>CLAIM ACCT#</i>	<i>ISS_DATE</i>	<i>TRANS CODE</i>	<i>TRANS_DATE</i>
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Total: \$0.00



Travis County - Hospital and Self Insurance Fund (526)

Journal Entry for the Reimbursement to United Health Care

For the payment week ending: 5/3/2012

TYPE	MEMBER TYPE	TRANS_AMT
CEPO		
EE		
	526-1145-522.45-28	117,887.47
RR		
	526-1145-522.45-29	2,576.85
Total CEPO		\$120,464.32
EPO		
EE		
	526-1145-522.45-20	112,821.94
RR		
	526-1145-522.45-21	8,457.85
Total EPO		\$121,279.79
PPO		
EE		
	526-1145-522.45-25	376,177.45
RR		
	526-1145-522.45-26	164,603.36
Total PPO		\$540,780.81
Grand Total		\$782,524.92

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Travis County Commissioners Court Agenda Request

Meeting Date: 5/15/2012

Prepared By/Phone Number: Cynthia Lam-Roldan, 854-4822 *JB*

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.



Human Resources Management Department

700 Lavaca Street, 4th Floor

• P.O. Box 1748

• Austin, Texas 78767

• (512) 854-9165 / FAX (512) 854-9757

May 15, 2012

ITEM # :

DATE: May 4, 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
Civil Courts	11	Court Reporter	25 / \$72,000.00	25 / \$72,000.00
Civil Courts	84	Judicial Aide	16 / \$40,000.00	16 / \$40,000.00
Constable 2	28	Court Clerk I*	13 / \$37,000.00	13 / \$37,000.00
HHS	95	Office Spec*	12 / \$29,120.00	12 / \$29,120.00
Juvenile Probation	277	Juvenile Detention Ofcr I**	13 / \$31,248.50	13 / \$31,248.50
Juvenile Probation	396	Chem Dependency Counselor Sr	17 / Level 1 / \$40,809.60	17 / Level 1 / \$40,809.60
Sheriff	979	Deputy Sheriff Law Enforcement*	72 / Step 3 / \$48,506.02	72 / Step 3 / \$48,506.02
Sheriff	1047	Deputy Sheriff Law Enforcement*	72 / Step 5 / \$50,465.79	72 / Step 5 / \$50,465.79
Sheriff	1652	Deputy Sheriff Law Enforcement*	72 / Step 3 / \$48,506.02	72 / Step 3 / \$48,506.02
Sheriff	1691	Deputy Sheriff Law Enforcement	72 / Step 3 / \$48,506.02	72 / Step 3 / \$48,506.02
Sheriff	1901	Deputy Sheriff Law Enforcement	72 / Step 1 / \$46,622.16	72 / Step 1 / \$46,622.16
Sheriff	1902	Deputy Sheriff Law Enforcement	72 / Step 1 / \$46,622.16	72 / Step 1 / \$46,622.16
Sheriff	1903	Deputy Sheriff Law Enforcement	72 / Step 1 / \$46,622.16	72 / Step 1 / \$46,622.16
Sheriff	1904	Deputy Sheriff Law Enforcement	72 / Step 1 / \$46,622.16	72 / Step 1 / \$46,622.16
Sheriff	1905	Deputy Sheriff Law Enforcement	72 / Step 1 / \$46,622.16	72 / Step 1 / \$46,622.16
Sheriff	1906	Deputy Sheriff Law Enforcement	72 / Step 1 / \$46,622.16	72 / Step 1 / \$46,622.16
Sheriff	1907	Deputy Sheriff Law Enforcement	72 / Step 3 / \$48,506.02	72 / Step 3 / \$48,506.02
Sheriff	1908	Deputy Sheriff Law Enforcement	72 / Step 5 / \$50,465.79	72 / Step 5 / \$50,465.79
TNR	318	Park Ranger	60 / Step 1 / \$44,291.10	60 / Step 1 / \$44,291.10
TNR	328	Park Ranger	60 / Step 1 / \$44,291.10	60 / Step 1 / \$44,291.10
TNR	583	Park Ranger	60 / Step 5 / \$47,942.75	60 / Step 5 / \$47,942.75
* Temporary to Regular			** Actual vs Authorized	

TEMPORARY APPOINTMENTS					
Dept.	Slot	Position Title	Dept. Requests Grade/Salary	HRMD Recommends Grade/Salary	**Temporary Status Type Code
Co. Agricultural Ext Serv	20005	Volunteer Coord	15 / \$16.64	15 / \$16.64	02
County Clerk	20091	Elec Clk Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20109	Elec Clk Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20127	Elec Clk Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23157	Elec Clk Operations Clk III	12 / \$14.00	12 / \$14.00	02
County Clerk	23181	Elec Clk Operations Clk III	12 / \$14.00	12 / \$14.00	02
Fac Mgmt	20070	Custodian	7 / \$11.00	7 / \$11.00	02
Fac Mgmt	50060	Custodian	7 / \$10.00	7 / \$10.00	05
Fac Mgmt	50061	Custodian	7 / \$10.00	7 / \$10.00	05
**Temporary Status Type Codes: (Temporary less than 6 mos. = 02) (Project Worker more than 6 mos. = 05, includes Retirement Benefits).					

CAREER LADDERS – NON-POPS						
Dept.	Slot	Current Position Title/Grade	New Position Title/Grade	Current Annual Salary	Proposed Annual Salary	Comments Current HRMD Practice
Juvenile Probation	112	Juvenile Detention Ofcr I* / Grd 13	Juvenile Detention Ofcr II* / Grd 14	\$31,590.42	\$33,169.94	Career Ladder. Pay is between min and midpoint of pay grade.
Juvenile Probation	612	Juvenile Detention Ofcr II* / Grd 14	Juvenile Detention Ofcr III / Grd 15	\$32,345.46	\$34,608.50	Career Ladder. Pay is at minimum of pay grade.
* Actual vs Authorized						

PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS				
Dept. (From)	Slot – Position Title – Grade – Salary	Dept. (To)	Slot – Position Title – Grade – Salary	Comments
County Atty	Slot 69 / Office Spec / Grd 12 / \$30,794.82	County Atty	Slot 62 / Office Spec Sr / Grd 13 / \$37,042.72	Promotion. Pay is at midpoint of pay grade.
County Atty	Slot 68 / Office Spec / Grd 12 / \$32,673.06	County Atty	Slot 194 / Legal Secretary / Grd 15 / \$34,608.50	Promotion. Pay is at minimum of pay grade.
County Clerk	Slot 3 / Elections Div Dir / Grd 28 / \$95,246.90	County Clerk	Slot 140 / Elections Div Dir Succession / Grd 28 / \$95,246.90	Lateral transfer. Employee transferred to different slot, to Succession position, same department, same pay grade, retains current pay. Ending on 1/31/13.
District Atty	Slot 259 / Attorney IV* / Grd 27 / \$77,956.53	District Atty	Slot 20 / Attorney IV* / Grd 27 / \$77,956.53	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
HHS	Slot 73 / Planner / Grd 19 / \$53,501.14	HHS	Slot 171 / Planner Sr / Grd 21 / \$57,955.00	Promotion. Pay is between min and midpoint of pay grade.
Juvenile Probation	Slot 208 / Juvenile Probation Ofcr II / Grd 16 / \$38,311.10	Juvenile Probation	Slot 190 / Juvenile Probation Ofcr III / Grd 17 / \$40,226.65	Promotion. Pay is between min and midpoint of pay grade.
Juvenile Probation	Slot 299 / Accounting Clerk / Grd 12 / \$28,418.21	Juvenile Probation	Slot 440 / Accountant Assoc / Grd 14 / \$32,345.46	Promotion. Pay is at minimum of pay grade.
PBO	Slot 4 / Asst Budget Dir / Grd 27 / \$92,467.02	PBO	Slot 8 / Budget Dir / Grd 32 / \$119,225.60	Promotion. Pay is between min and midpoint of pay grade.
Sheriff	Slot 826 / Corrections Ofcr Sr* / Grd 83 / \$48,763.31	Sheriff	Slot 1909 / Deputy Sheriff Law Enforcement / Grd 72 / \$51,475.42	Promotion. Peace Officer Pay Scale (POPS).
Sheriff	Slot 1191 / Corrections Ofcr Sr / Grd 83 / \$43,159.58	Sheriff	Slot 196 / Deputy Sheriff Law Enforcement* / Grd 72 / \$46,622.16	Promotion. 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
Tax Collector	Slot 7 / Tax Supv / Grd 20 / \$58,260.38	Tax Collector	Slot 7 / Tax Supv / Grd 20 / \$61,539.92	Salary adjustment. Pay is between midpoint and max of pay grade
Tax Collector	Slot 10 / Business Analyst I / Grd 22 / \$56,726.38	Tax Collector	Slot 10 / Business Analyst I / Grd 22 / \$60,005.92	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
TNR	33	Planner Sr / 21452	E	21	GIS Analyst / 18661	NE	18
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



Travis County Commissioners Court Agenda Request

Meeting Date: May 15, 2012

Prepared By/Phone Number: Shannon Pleasant CTPM / 854-1181;
Marvin Brice CPPB / 854-9765

Elected/Appointed Official/Dept. Head: Cyd Grimes C.P.M, CPPO

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve Modification No. 5 to Contract No. PS090092RE, Caritas of Austin, for Best Single Source Housing Services.

- **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.
- Through this Professional Services Agreement, Caritas of Austin will provide services to establish housing stability and prevent homelessness with The Best Single Source (BSS) program. The BSS program provides assistance with rent, mortgage and utility assistance to eligible residents in the Austin area.

Modification No. 5 will extend the 2012 Initial Renewal Term to April 1, 2012 thru December 31, 2012; in addition to providing funding in the amount of \$196,875.

The postponement of the 2012 9-month contract extension was due to a delayed budget submission between Caritas of Austin and Travis County Health & Human Services and Veterans Services department.

Modification No. 4 renewed the agreement for an additional three month period from January 1, 2012 thru March 31, 2012. The not to exceed amount for this renewal period was \$65,625.

Modification No. 3 renewed the agreement for an additional twelve month period from January 1, 2011 thru December 31, 2011. The not to exceed amount for this renewal period was \$262,500.

ID# 6392

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

Modification No. 2 renewed the agreement for an additional twelve month period from January 1, 2010 thru December 31, 2010. The not to exceed amount for this renewal period was \$262,500.

Modification No. 1 Increased the contract funds from \$262,500 to \$342,500, an increase of \$80,000; in addition to amending the "Work Statement and Performance Measures".

- **Contract Expenditures:** Within the last 12 months \$65,625 has been spent against this contract.

- **Contract-Related Information:**

Award Amount: \$262,500

Contract Type: Professional Services

Contract Period: January 1, 2009 thru December 31, 2009

- **Contract Modification Information:**

Modification Amount: 196,875

Modification Type: Bilateral

Modification Period: April 1, 2012 thru December 31, 2012

- **Solicitation-Related Information:** N/A

Solicitations Sent:

Responses Received:

HUB Information:

% HUB Subcontractor:

- **Special Contract Considerations:**

☐ Award has been protested; interested parties have been notified.

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

☐ Comments:

- **Funding Information:**

☒ Purchase Requisition in H.T.E.: 556598

☒ Funding Account(s): 001-5891-611-6290

☐ Comments:

ID# 6392

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.

Purchase Requisition

Number : 0000556598

Type : 1 PURCHASE REQUISITION

Status : AUDITOR APPROVAL

Reason : FUNDING REMAINING CONTRACT FY2012

By : CAULA MCMARION 85444119

Date : 4/06/12

Vendor : 7335 CARITAS OF AUSTIN INC

Contract nbr :

Ship to : NS HUMAN SERVICES ADMIN SVCS

Deliver by date . . . : 4/06/12

Buyer :

Fiscal year code . . : C C=Current year, P=Previous year, F=Future year

Type options, press Enter.

5=Display 8=Item extended description

Opt	Line#	Quantity	UOM	Description
—	1	131250.00	DOL	HOUSING CONTINUUM
				FUNDING REMAINING OF CONTRACT FOR CONTRACT
				PERIOD APRIL 1, 2012 SEPTEMBER 30, 2012 FOR
				Total: 131250.00

F3=Exit F7=Alternate view F9=Print
F10=Approval info F12=Cancel F20=Comments

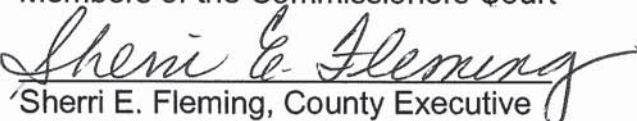


**TRAVIS COUNTY HEALTH and HUMAN SERVICES
and VETERANS SERVICE
100 North I.H. 35
P. O. Box 1748
Austin, Texas 78767**

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

DATE: March 22, 2012

TO: Members of the Commissioners Court

FROM: 
Sherri E. Fleming, County Executive
Travis County Health and Human Services and Veterans Service

SUBJECT: Acceptance of a Three - Quarter Social Services Contract for 2012

Proposed Motion:

Consider and take appropriate action regarding Travis County Health and Human Services and Veterans Service request to approve a three-quarter contract with Caritas of Austin, Best Single Source Plus.

Summary and Staff Recommendation:

Caritas of Austin contracts with Travis County to provide basic needs services, to establish housing stability and prevent homelessness in collaboration with numerous other area providers. For several years, Travis County has funded the Caritas Best Single Source contract at \$262,500, annually. Caritas requested Travis County allow them to revamp their Best Single Source service model. Initially, the Court approved one quarter of funding for Caritas' Best Single Source contract, in the amount of \$65,625. During the first quarter of calendar year 2012, Caritas of Austin worked with HHS/VS staff to re-vamp their Best Single Source program to align with the new service model approved by the City of Austin.

The department is recommending the Court approve this Three-Quarter only contract with Caritas of Austin, Best Single Source Plus providing needed services for a diverse population of Travis County residents in need of assistance for the amount of \$196,875.

Budgetary and Fiscal Impact:

Account # 001-5891-611-6290	\$	196,875.00
FY '12: April - September 2012:	\$	131,250.00
FY '13: October – December 2012:	\$	65,625.00

Background:

Travis County has contracted social services from Caritas of Austin for many years. HHS/VS staff will continue to work extensively with these agencies to ensure funded services address the needs of the community.

Cc: Deborah Britton, Division Director, Community Services, TCHHS/VS
 Susan A. Spataro, CPA, CMA, Travis County Auditor
 Jose Palacios, Chief Assistant County Auditor
 Mary Etta Gerhardt, Assistant County Attorney
 Leroy Nellis Interim County Executive for Planning and Budget Office
 Diana Ramirez, Analyst, Planning and Budget Office
 Cyd Grimes, C.P.M., Travis County Purchasing Agent
 Mike Long, Assistant Purchasing Agent, Travis County Purchasing Office
 Kathleen Haas, Interim Financial Manager, TCHHS/VS
 Jim Lehrman, Division Director, Family Support Services, TCHHS/VS
 Blanca Leahy, Division Director, Research and Planning, TCHHS/VS
 Olie Pope, Veteran Services Officer, Veteran Services, TCHHS/VS
 Andrea Colunga-Bussey, Division Director, Office of Children's Services, TCHHS/VS

MODIFICATION OF CONTRACT NO. PS090092RE – Housing /Best Single Source		Page 1 of 23
ISSUED BY: Travis County Purchasing Office 314 West 11th Street, Room 400 Austin, Texas 78701	PURCHASING AGENT ASST: Shannon Pleasant TELEPHONE: 512-854-1181 FAX: 512-854-9185	DATE PREPARED: <p style="text-align: center;">April 27, 2012</p>
ISSUED TO: Caritas of Austin 611 Neches Austin, Texas 78701	MODIFICATION NO.: <p style="text-align: center;">5</p>	EXECUTED DATE OF ORIGINAL CONTRACT: <p style="text-align: center;">January 1, 2009</p>
ORIGINAL CONTRACT TERM DATES: <u>January 1, 2009 - December 31, 2009</u> CURRENT CONTRACT TERM DATES: <u>April 1, 2012 thru December 31, 2012</u>		
FOR TRAVIS COUNTY INTERNAL USE ONLY: Original Contract Amount: <u>\$262,500</u> Current Modified Amount <u>\$196,875</u>		
<p>DESCRIPTION OF CHANGES: Except as provided herein, all terms, conditions, and provisions of the document referenced above as heretofore modified, remain unchanged and in full force and effect.</p> <p>The above referenced contract is hereby modified to reflect the following changes, as well as those more completely set forth in the attachment:</p> <ol style="list-style-type: none"> 1) The 2012 Initial Renewal Term will be extended an additional nine (9) months, beginning April 1, 2012 and continuing thru December 31, 2012. 2) Contract funds for this renewal period are not to exceed \$196,875. <p>The Contract is amended according to the terms of the attachment to this Modification, all of which is hereby made a part of the Contract and constitutes promised performances by the Contractor in accordance with all terms of the Contract, as amended.</p>		
Contractor: Complete your portion of the signature block below on all originals and return all signed originals to Travis County. A fully-executed original will be returned to you for your records.		
LEGAL BUSINESS NAME: <u>Caritas of Austin</u> BY: <u>Susan Hartenstein</u> SIGNATURE <u>Susan Hartenstein</u> PRINT NAME TITLE: <u>Interim Executive Director</u> ITS DULY AUTHORIZED AGENT		<input type="checkbox"/> DBA <input type="checkbox"/> CORPORATION <input type="checkbox"/> OTHER DATE: <p style="text-align: center; font-size: 1.2em;">5/1/12</p>
TRAVIS COUNTY, TEXAS BY: <u>[Signature]</u> CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT		DATE:
TRAVIS COUNTY, TEXAS BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE		DATE:

**2012 EXTENSION AND AMENDMENT OF CONTRACT BETWEEN
TRAVIS COUNTY AND
CARITAS OF AUSTIN**

PARTIES

This 2012 Extension and Amendment ("2012 Extension") of Contract is entered into by the following Parties: Travis County, a political subdivision of the State of Texas ("County"), and Caritas of Austin ("Contractor").

RECITALS

County and Contractor entered into an agreement to provide services for the care of indigents, for public health education and information and/or for other authorized services ("Contract") the Initial Term of which began January 1, 2009, and terminated December 31, 2009 ("Initial Contract Term").

Under the Contract, Contractor agreed to provide personal and professional services for the care of indigents and other qualified recipients and for public health education and information, in accordance with the terms of the Contract, thus providing services which further a public purpose.

The Contract provides for renewal of the agreement and changes to the agreement by the written agreement signed by both Parties.

The Contract has been previously renewed for additional terms with the latest term beginning January 1, 2011, and ending December 31, 2011 ("2011 Term").

The Parties agreed to renew the Contract for an additional term, beginning January 1, 2012, and ending March 31, 2012 ("2012 Initial Renewal Term").

The Parties desire to extend the 2012 Initial Renewal Term an additional nine (9) months, beginning April 1, 2012, and continuing through December 31, 2012; and to make certain changes to the Contract.

NOW, THEREFORE, in consideration of the mutual benefits received by these changes, and other good and adequate consideration as specified herein, the Parties agree to renew the Contract as follows:

1.0 GENERAL TERMS.

1.1 **2012 Initial Renewal Term.** The Parties acknowledge and agree that the Contract was renewed for the Initial 2012 Renewal Term beginning January 1, 2012, and terminating March 31, 2012 ("2012 Initial Renewal Term").

1.2 **Extended 2012 Renewal Term.** The Parties agree to extend the Contract for an additional nine (9) months, beginning April 1, 2012, and continuing through December 31, 2012 ("Extended 2012 Renewal Term") unless sooner terminated pursuant to the terms of the Contract, as amended.

2.0 CONTRACTOR PERFORMANCE

2.1 **Contractor Services.** During the Extended 2012 Initial Renewal Term, Contractor shall perform, in a satisfactory manner as determined by County, through County Department, services and activities in accordance with the terms and conditions stated in this Contract as extended and amended herein.

3.0 FINANCIAL PROVISIONS

3.1 **Contract Funds.** Contract Funds Amount. The Parties agree to amend Section 3.1, "Contract Funds Amount," by adding the following:

3.1-2012(a) – Extended 2012 Initial Renewal Term. Subject to the requirements of the Contract, as amended, in consideration of the full and satisfactory performance of the services and activities provided by Contractor under the terms of the Contract, as determined by County, County shall provide Contract Funds not to exceed the following amount during the 2012 Extended Renewal Term:

\$ 196,875.00

3.2 **Maximum Funds.** The Parties agree to amend Section 6.1, "Maximum Funds," by adding the following:

6.1-2012(a) – 2012 Extended Initial Renewal Term. Subject to the requirements of this Contract, as amended, County shall provide Contract Funds not to exceed the following amount during the Extended 2012 Initial Renewal Term:

(i) **\$196,875**

for a total amount for the Full Contract Term (January 1, 2012 – December 31, 2012) of:

(ii) **\$262,500.00**

3.3 **Fiscal Year Limitations on Funding.** The Parties agree to amend Section 6.2.2, "Fiscal Year Division," by adding the following:

6.2.2(a) and (b) -2012 – 2012 Extended Renewal Term. During the Full 2012 Renewal Term, an amount of the funds set forth in Sections 3.1 and 3.2 are eligible for reimbursement under the terms of the Contract as amended herein as set follows:

January 1, 2012 – September 30, 2012:	\$196,875.00	(75% of total in 3.2(ii))
October 1, 2012 – December 31, 2012	\$ 65,625.00	(25% of total in 3.2(ii))

All other provisions of Section 6.2.2 not specifically changed herein shall remain in full force and effect.

4.0 ENTIRE AGREEMENT

4.1 **Attachments.** The Parties agree to amend the Contract, as to the 2012 Extended Renewal Term, by adding the following:

- 4.1.1 2012 Program Cover Page – Form #2
- 4.1.2 2012 Extended Renewal Term Program Work Statement - Form # 3
- 4.1.3 2012 Extended Renewal Term Program Budget - Form # 4
- 4.1.4 2012 Extended Renewal Term Program Budget Narrative - Form # 5
- 4.1.5 2012 Extended Renewal Term Total Program Staff Positions and Time - Form # 6
- 4.1.6 2012 Extended Renewal Term Total Program Funding Summary - Form # 7
- 4.1.7 2012 Extended Renewal Term Performance Report Definition Tool – Form # 9
- 4.1.8 Travis County Insurance Requirements
- 4.1.9 Ethics Affidavit and Key Contracting Persons

The attachments listed in Section 4.1 above are included in this 2012 Extension as Exhibit 1, and are hereby made a part of the Contract, as amended, and constitute promised performance by Contractor in accordance with all terms of the Contract, as amended.

5.0 OTHER PROVISIONS.

5.1 **Insurance.** The Parties agree that the requirements for insurance for the 2012 Initial Renewal Term will continue as set forth in the Contract throughout the Extended 2012 Renewal Term.

5.2 **Limitations.** Unless otherwise specifically stated herein, the performance required under this 2012 Extension is performable during the Full 2012 Renewal Term, and performance requirements and payment shall not carry over from one contract term to another.

5.3 **Debarment, Suspension and Other Responsibility Matters.** By signing this 2012 Extension, Contractor certifies that, to the best of its knowledge and belief, it and its principles continue to meet compliance requirements under 15 CFR Part 26, "Government-wide Debarment and Suspension" requirements as set forth in the Contract. In addition, Contractor agrees to include the provisions in Section 15.6 of the Contract, "Debarment, Suspension and Other Responsibility Matters," in any subcontract to this Contract that exceeds \$100,000.00.

5.4 **Certification and Warranty.** By signing this 2012 Extension, Contractor certifies and warrants that all certifications and warranties under the Contract continue to be in full force and effect. Contractor also acknowledges and agrees that it has read all terms and provisions of the Contract and understands and agrees that, to the extent not specifically changed by this 2012 Extension, those terms and conditions remain in full force and effect for the Full 2012 Renewal Term.

5.6 **Forfeiture of Contract.** For the Full 2012 Renewal Term, the provisions of the Contract relating to Forfeiture of Contract and the Key Contracting Person list will reference the 2012 Ethics Affidavit and Key Contracting Persons list set forth in the 2012 Initial Renewal.

5.7 **Conflict of Interest Questionnaire.** For the Full 2012 Initial Renewal Term, the provisions of the Contract relating to the Conflict of Interest Questionnaire will reference the 2012 Conflict of Interest Questionnaire set forth in the 2012 Initial Renewal.

6.0 INCORPORATION

6.1 County and Contractor hereby incorporate the Contract into this 2012 Extension. Except for the changes made in this 2012 Extension, County and Contractor hereby ratify all the terms and conditions of the Contract as amended. The Contract with the changes made in this 2012 Extension constitutes the entire agreement between the Parties and supersedes any prior undertaking or written or oral agreements or representations between the Parties. All provisions in the Contract not specifically amended herein remain the same and in full force and effect.

7.0 EFFECTIVE DATE

7.1 This 2012 Extension is effective April 1, 2012, when it is approved and signed by both Parties. This Contract, as amended, shall remain in effect until further modified or terminated in writing by the Parties, or until the termination date.

PROGRAM COVER PAGE
for 2012 Social Service Contracts funded by Travis County

Date prepared: 03/01/2012

1. Agency Name as provided in <u>Articles of Incorporation</u>: Caritas of Austin		2. Tax ID Number: 17419096700	
3. Program Name: Best Single Source Plus (BSS+)			
4. a) Physical Street Address (Street, City, State, Zip): 611 Neches Street, Austin, Texas 78701		5. Board President/Chair: Name: David Sheldon	
4. b) Mailing Address (if different from above): Post Office Box 1947, Austin, Texas 78767		Address: 1135 W 6 th St, Suite 120, Austin, TX 78703	
4. c) Payee Address (if different from above):		Email: dsheldon@zydecodevelopment.com	
6. Agency Executive Director (name): Susan Hartenstein Phone: 646-1269 Fax: 472-4164 Email: shartenstein@caritasofaustin.org		7. Name of <u>person authorized to sign contracts for Agency</u>: Susan Hartenstein Phone: 646-1269 Fax: 472-4164 Email: shartenstein@caritasofaustin.org	
8. Program Director (name): Jo Kathryn Quinn Phone: 646-1252 Fax: 472-4164 Email: jkquinn@caritasofaustin.org		9. Agency Financial Officer (name): Susan Hartenstein Phone: 646-1269 Fax: 472-4164 Email: shartenstein@caritasofaustin.org	
10. Contact person for PROGRAM issues (name): Christina Hamilton Phone: 646-1251 Fax: 472-4164 Email: chamilton@caritasofaustin.org		11. Contact person for FINANCIAL issues (name): Susan Hartenstein Phone: 646-1269 Fax: 472-4164 Email: shartenstein@caritasofaustin.org	
12. Primary contact for Quarterly Program Performance Report issues (name): David Nobles Phone: 646-1276 Email: dnobles@caritasofaustin.org		13. Person responsible for submitting Quarterly Program Performance Reports (name): David Nobles Phone: 646-1276 Email: dnobles@caritasofaustin.org	
14. Program funding amounts by source: Travis County Social Service Contract \$196,875 All OTHER Sources + \$2,291,527 TOTAL Program Funding = \$2,488,402		15. Primary contact person for this contract packet (name): Position Title: David Nobles Phone: 646-1276 Email: dnobles@caritasofaustin.org	

Form #3: PROGRAM WORK STATEMENT
for 2012 Social Service Contracts funded by Travis County

Date prepared: 3/01/2012

Agency: Caritas of Austin Program: Best Single Source Plus (BSS Plus)

1. Program goals and objectives:

The Best Single Source (BSS) program provides basic needs services (rent, mortgage, and utility assistance) to eligible constituents in the Austin area. Establishing housing stability and preventing homelessness is its primary purpose.

BSS is a collaboration among thirteen members of the Basic Needs Coalition and the area's leading nonprofit service providers, trading competition for collaboration to benefit those most in need. Agencies participating in BSS are:

1. AIDS Services of Austin;
2. Any Baby Can;
3. Arc of the Capital Area;
4. Caritas of Austin;
5. Catholic Charities of Central Texas;
6. Family Eldercare;
7. Foundation for the Homeless;
8. Front Steps;
9. Goodwill Industries of Central Texas;
10. Meals on Wheels and More;
11. SafePlace;
12. U.S. Department of Veterans Affairs; and
13. Wright House Wellness Center

2. Program clients served:

BSS eligibility criteria includes:

- Clients must be living at or below 200% of the federal poverty level. Confirmation of violence victimization exempts clients from this eligibility criterion.
- Clients must be experiencing a financial crisis that puts their housing at-risk, e.g. job loss, reduced work hours, medical crisis, etc.
- Clients must be at a point where up to 12 months of case management and financial assistance up to \$2,500 and will be sufficient to stabilize their housing and to help them build self-sufficiency skills. Limited exceptions to this criterion may be made on a case-by-case basis.
- Clients must be a Travis County resident.

3. Program services and delivery:

Clients served by BSS will:

- Receive assistance from only one organization.
- Receive the amount of financial assistance they need to stabilize their housing and resolve their financial crisis, including:

- One-time Rent Payment: One-time rent payment assistance will be stand-alone rental assistance provided to an individual or family. This assistance will be provided to a client with the anticipation that no additional rental assistance will be needed in the next 12 months. Case management dollars are not associated with this assistance, though one-time case management resource and referral will be provided.
- One-time Utility Payment: One-time utility payment assistance will be stand-alone utility assistance provided to an individual or family. This assistance will be provided to a client with the anticipation that no additional utility assistance will be needed in the next 12 months. Case management dollars are not associated with this assistance, though one-time case management resource and referral will be provided.
- One-time or Short-Term Mortgage Payment: One-time mortgage payment or partially subsidized mortgage payments keep an individual or family in the home that they own and in which they reside. Case management dollars are associated with this assistance for those requiring more than one month of assistance. Case managers will work with clients to create a housing stability plan and connect clients to the services and education they need to remain stable in housing and become self-sufficient.
- Rent /Move-In Deposits: This category of assistance includes security deposits for lease of a new unit, application fees, and other reasonable first-month/move-in expenses required for a household to become stable in a new unit. Case management dollars are associated with this assistance. Case managers will work with clients to create a housing stability plan and connect clients to the services and education they need to remain stable in housing and become self-sufficient.
- Utility/Move-In Deposits: This category of assistance includes utility deposits for lease of a new unit, utility application fees, and payment of past due utility debt so new services can be started. Case management dollars are associated with this assistance. Case managers work with clients to create a housing stability plan and connect clients to the services and education they need to remain stable in housing and become self-sufficient.
- Rent Subsidy at less than 100%: This category of assistance is for households that require several months of rental assistance to stabilize in housing. Case management dollars are associated with this assistance. Case managers will work with clients to create a housing stability plan and connect clients to the services and education they need to remain stable in housing and become self-sufficient. Clients are required to:
 - meet regularly with their case manager;
 - design and implement steps indicating progress toward self-sufficiency; and
 - work on designated goals including financial management, life skills, debt reduction, credit repair, employment, and income benefits.
- Utility Subsidy at less than 100%: This category of assistance is for households that require several months of utility assistance to stabilize in housing. Case management dollars are associated with this assistance. Case managers work with clients to create a housing stability plan and connect clients to the services and education they need to remain stable in housing and become self-sufficient. Clients are required to:
 - meet regularly with their case manager;
 - design and implement steps indicating progress toward self-sufficiency; and
 - work on designated goals including financial management, life skills, debt reduction, credit repair, employment, and income benefits.
- Case Management: Includes the coordination of a variety of housing stability/self-sufficiency services and development/monitoring of a stability plan for clients based on their need. Amount and intensity of case management service will be determined on a case-by-

case basis.

- Housing Location: Under this category, a Housing Locator will identify properties suitable for clients, maintain a housing directory of available units, serve as a liaison between the landlord and client, and provide basic housing counseling as a client moves into stable permanent housing. Housing Location, including rapid re-housing services, will be provided through Housing Locators employed by and located at Caritas of Austin.
- Mediation and Legal Services: This category will include referral to and support services from agencies, primarily Austin Tenants Council and Texas Rio Grande Legal Aid, for protection of tenant rights, provision of landlord and tenant education, and assessment of fair housing and housing discrimination issues.
- Housing Supports: Housing supports such as food, furniture, basic household necessities and transportation may be provided as needed. Small home repair services may also be provided to keep individuals and families housed.

A client will be eligible for up to \$1,500 of direct assistance during their tenure in the program, which can be used for rent, mortgage, utility and housing support expenses. Exceptions may be made for assistance up to \$2,500, based on household need and approval by a client's case manager and the BSS Coordinator.

Case managers at each of the partner agencies will receive periodic comprehensive training on all aspects of service provision and administration of the BSS program. Clients will be assessed using a common tool that identifies client's homeless or housing status, housing barriers, levels of need, and priority for service. Items that are examined will include a client's income-to-housing cost ratio, clients' ability to garner the necessary income to support and stabilize in housing within a set time frame, and the identification of assets and barriers as they relate to housing stability.

All BSS agencies have signed a Memorandum of Understanding (MOU) with Caritas of Austin outlining the responsibilities and commitment of each organization as a partner in the Best Single Source program. The MOU establishes guidelines and procedures for each partner agency to sustain and enhance their collaboration to assist families as they move toward self-sufficiency. Regular meetings at all levels of program implementation will be conducted to monitor and manage effectiveness, program evaluation results, emerging trends, trouble-shooting and comprehensive case manager training.

While specific outputs and outcomes for BSS program proposed in this application will be discussed further in the Performance Measures section, BSS anticipates achieving the following results:

- Participants who have experienced short-term homelessness decrease their time in shelter, other temporary housing, or overcrowded and/or unsafe conditions;
- Participants who have experienced short-term homelessness exit to safe and stable permanent housing;
- Participants at-risk of homelessness or who have experienced short-term homelessness achieve housing stability;
- An increase in the availability of permanent housing units for people who are homeless or near homeless through the development of innovative and strategic partnerships and relationships with housing organizations and property managers/landlords; and
- Outreach is conducted to individuals and families at risk of homelessness, who are unaware of services or do not have an existing relationship with a BSS provider.

4. Coordination of services with other organizations:

Caritas of Austin is the fiscal and administrative agent for BSS and houses a dedicated coordinator for the project. The coordinator has been instrumental in helping each of the participating agencies implement and become proficient with the database, ensures a common standard of practice, ensures consistency across agencies, and will be responsible for evaluation of the project. Direct client assistance funds will also be at Caritas—one “pot” of money that all participating agencies can access if the client meets the eligibility criteria set forth by the collaboration.

Leaders from each agency serve on the Funded Partners Committee of the Coalition, meeting regularly to design and implement the project, to raise funds and monitor project progress and results. There is also a Program Managers Committee that has representation from direct service and case managers at each participating agency. This work group is responsible for developing and revising intake, confidentiality and information sharing processes as well as the common format for data input and reporting. This workgroup is the “nuts and bolts” of the collaboration – staffing cases, identifying problems, learning each other so that best options can be developed for clients.

5. Service collaboration strategies and methods:

BSS is an example of a project that meets the truest standards of model collaboration – a common vision, shared decision making at multiple levels, agreed upon and coordinated service delivery, and shared resources (including each agency allocating many of its own resources away from other services and into this model.)

Service collaboration among the BSS participating agencies takes place through regularly scheduled meetings of the BSS Committee – committee made up of the Executive Directors of Executive Managers of each agency; through the implementation work group – a committee of the program managers and case managers of each participating agency; and through use of a shared database for intake and tracking. Additional collaboration takes place through the broader 38-member Basic Needs Coalition. The Basic Needs Coalition serves as both the planning entity for basic needs issues in the area and as an incubator and program developer to implement strategic improvements to the delivery of basic needs services.

6. OUTPUT Performance Measures (replace the blue text and shaded spaces below with the actual wording of your measures and their corresponding 9-month goal amounts: April – December 2012):

<u>OUTPUT # 1</u>	<u>Travis County Annual Goal</u>	<u>All Other Funding Sources Annual Goal</u>	<u>TOTAL</u> (Travis County + All Other) Annual Goal
Number of unduplicated clients served.	457	3230	3687

<u>OUTPUT # 2</u>	<u>Travis County Annual Goal</u>	<u>All Other Funding Sources Annual Goal</u>	<u>TOTAL</u> (Travis County + All Other) Annual Goal
Number of unduplicated households receiving one-time financial assistance.	37	259	296

<u>OUTPUT # 3</u>	<u>Travis County Annual Goal</u>	<u>All Other Funding Sources Annual Goal</u>	<u>TOTAL</u> (Travis County + All Other) Annual Goal
Number of unduplicated households receiving comprehensive case management.	183	1293	1476

<u>OUTPUT # 4</u>	<u>Travis County Annual Goal</u>	<u>All Other Funding Sources Annual Goal</u>	<u>TOTAL</u> (Travis County + All Other) Annual Goal
Number of unduplicated households receiving homeless prevention services.	146	1034	1180

<u>OUTPUT # 5</u>	<u>Travis County Annual Goal</u>	<u>All Other Funding Sources Annual Goal</u>	<u>TOTAL</u> (Travis County + All Other) Annual Goal
Number of unduplicated households receiving rapid rehousing services.	37	259	296

<u>OUTPUT # 6</u>	<u>Travis County Annual Goal</u>	<u>All Other Funding Sources Annual Goal</u>	<u>TOTAL</u> (Travis County + All Other) Annual Goal
Number of unduplicated households who complete 1-3 months of comprehensive case management.	46	323	369

<u>OUTPUT # 7</u>	<u>Travis County Annual Goal</u>	<u>All Other Funding Sources Annual Goal</u>	<u>TOTAL</u> (Travis County + All Other) Annual Goal
Number of unduplicated households who complete 4-6 months of comprehensive case management.	92	647	739

<u>OUTPUT # 8</u>	<u>Travis County Annual Goal</u>	<u>All Other Funding Sources Annual Goal</u>	<u>TOTAL</u> (Travis County + All Other) Annual Goal
Number of unduplicated households who complete 7 months or more of comprehensive case management.	46	323	369

Supplemental Reporting: A supplemental report will also be submitted on a quarterly basis that reports the number of unduplicated clients served, (1) by service type, and (2) by partner agency. No annual goals will be set for these outputs.

7. **OUTCOME** Performance Measures (program results/impacts) **replace the blue text in the left column below with the actual wording of your measures' numerators, denominators, and outcome rates.** Please enter the outcome performance measures to be reported for your program. For any outcome which will not have a percentage rate, use only the first (numerator) row and edit as needed. In the middle column's shaded blocks, include the corresponding 12-month goal amounts and percentages (as applicable) for each line. **USE ONLY IF AUTHORIZED BY HHSD REVIEW TEAM: If an Outcome will NOT be reported every quarter, in the right column indicate for which quarterly report(s) you WILL be reporting that measure (for example, you might report for Q2 and Q4 only).**

Total Program Performance – OUTCOME # 1	<u>Total Program Annual Goal</u>	If Not reported Every Quarter, in which Quarter(s)?
Number of unduplicated households served that exited that and achieved housing stability.	944	
Number of unduplicated households served that exited	1181	
Percentage of unduplicated households that achieved housing stability.	80%	

Total Program Performance – OUTCOME # 2	<u>Total Program Annual Goal</u>	<u>If Not reported Every Quarter, in which Quarter(s)?</u>
Number of unduplicated households served that achieved housing stability and remained in stable housing for six-months after exit.	755	
Number of unduplicated households served that achieved housing stability six months prior.	944	
Percentage of unduplicated households served that achieved housing stability and remain in stable housing for six-months after exit.	80%	

8. **System for collecting and reporting program data:**

The web-based Service Point data collection and management system will be used by participating agencies for the following purposes: 1) intake; 2) client demographics; 3) evaluation results; and 4) data reporting. Each of the participating Best Single Source Plus agencies will enter information on their respective clients into Service Point. Caritas' Best Single Source Coordinator will have access to information from each agency. Service Point client files are reviewed by the Program Coordinator whenever a new client is approved for the program and/or financial assistance is being requested. These reviews identify inconsistencies in reporting or missed data, ensuring high quality of consistency in data entry and reporting. Monthly summary reports will be sent to participating agencies providing information on the clients seen and the financial assistance distributed. The partners committee, consisting of the Executive Directors of each agency will review compiled data monthly.

9. **Community planning activities:**

Community planning activities will take place through the funded partners and through the broader activities of the Basic Needs Coalition of Central Texas.

10. **Program Evaluation Plan**

The following plan identifies the steps that will be taken to identify problems in strategy, service delivery and expenditures, and to ensure corrective actions.

Data Integrity – Initial client data will be entered into the Service Point system by the initiating Best Single Source partner. When a direct client assistance check request is received the participating agency's Program Manager and the Best Single Source Program Coordinator will ensure that the following data has been entered into the system:

- Client demographics and zip code;
- Case manager information;
- A required Release of Information and Entry/Exit Date;
- Client goals; and
- A review to ensure that the client has not utilized Best Single Source services during the prior 12 months and/or the client has not exceeded the approved amount of services

Monthly Reports – The Best Single Source Coordinator will produce monthly reports that will be sent to the Program Managers at each participating agency.

1) Individual Client Performance Monitoring – These reports verify that critical data has been entered on each client. Individual program managers will be sent a report for their agency for any items that need correcting.

- **Client Served Report** – This is a report that lists clients served for the month specific to agency. Report will include client name, entry/exit date, program entry status, demographic & zip code information, total number in household, and one-time financial assistance or case managed status. This report is based on the program assessment tool that have already been entered into Service Point.

- Exit Worksheets Past Due and Coming Due – This is a report that lists Exit Worksheet data that has not been entered on a timely basis and client data that will be due for the coming month. This report is based on the individual client goals and timelines for service that have already been entered into Service Point. Clients who have completed services must be exited from the system.
- Follow up 6 Month Post Exit Past Due and Coming Due - This is a report that lists client follow up 6 months post program exit data that has not been entered on a timely basis and client data that will be due for the coming month. Based on the specific services assigned and received, clients' housing stability will be tracked for up to 6 months post program exit. Additionally, the provision of service provided by each agency is compiled over this time period for review and assessment.

2) Program Performance Reporting

Expense & Clients by Agency – This report provides Program and Client data:

- Financial assistance by agency by month
- Financial assistance in total and compared to the financial plan or proposed expenditures
- Client data by agency by month
- Monthly collaborative summary report of the above is provided to agency Program Managers and Executive Directors
- Monthly report of client data and financial assistance is produced by agency Program Managers and submitted to Program Coordinator

3) Agency Performance Reporting for Quarterly Reports

This report shows each agency's performance on required contract outcomes. As the lead agency, Caritas completes the overall quarterly output and outcome reporting in CTK, based on client data input into Service Point by partners. However, partners are also provided individual reports on their own agency's progress toward achieving targeted output and outcome benchmarks.

Training – One-on-one training on the use of the Service Point system will be provided for new case managers by the Best Single Source Coordinator. Training for program operations will be provided by individual agency personnel at the respective partner agency. Austin Travis County Integral Care (ATCIC) provides HMIS ethics training whenever a new Service Point user license is requested.

Backup - In order to provide a level of backup to the Best Single Source Coordinator(s), detailed step-by-step procedures have been established for producing all required Service Point reports. This allows for continued monitoring of data integrity and ensures that case manager input is current, should the Coordinator be unavailable to complete the reports.

Management Review – The Best Single Source Coordinator will provide a monthly report to Caritas' Associate Director of Best Single Source Plus & Evaluations and the Director of Housing Services outlining all reports generated for the month, and will meet regularly to discuss program issues.

Management Feedback – Regular Program Manager meetings provide an opportunity for managers at each of the participating agencies to share results of the program, as well as obtain guidance and make decisions regarding the program processes and procedures. Program Managers can also discuss emerging trends, explore effective strategies and engage in problem-solving.

Timeline for Quarterly Report quality assurance - On the fifth day of the month following the end of a quarter, data is extracted from the Service Point system.

- Data will be checked by the Best Single Source Coordinator for each output and outcome to ensure data quality.
- A draft report is submitted to the Associate Director of Best Single Source Plus & Evaluations and the Director of Housing Services no later than the 10th of the month.
- Necessary changes are made to the report; and it is finalized and submitted to the funders no later than the 15th of the month.

Date prepared: 3/1/2012**FORM #4: PROGRAM BUDGET**
for 2012 Social Service Contracts funded by Travis CountyAgency: Caritas of AustinProgram: **Best Single Source Plus (BSS+)**Instructions: Provide whole dollar amounts for each applicable line item. IMPORTANT: DO NOT INCLUDE ANY PROGRAM INCOME.ON THIS PAGE. Note that the line items with asterisks ** will require prior approval - Refer to your Contract Language.

IMPORTANT: All \$ amounts must be whole dollars only (no cents)			
PERSONNEL	Requested COUNTY Amount	Amount Funded by ALL OTHER Sources	* TOTAL Budget (ALL funding sources)
Administrative Salaries - Regular Time		72,200	72,200
Direct Service Salaries - Regular Time		258,250	258,250
Administrative Salaries Overtime			
Direct Service Salaries - Overtime			
Benefits			
A. SUBTOTALS: PERSONNEL	0	330,450	330,450
OPERATING EXPENSES			
General Operating Expenses		33,750	33,750
Insurance/Bonding			
Audit Expenses (provide details for this line item in the Subcontracted Expenses form)			
Consultants/Contractual (provide details for this line item in the Subcontracted Expenses form)		374,625	374,625
Staff Travel - <u>within</u> Travis County			
Conferences/Seminars/Training - <u>within</u> Travis County			
** Staff Travel - <u>out</u> of County			
** Conferences/Seminars - <u>out</u> of County			
B. SUBTOTALS: OPERATING EXPENSES	0	408,375	408,375
DIRECT ASSISTANCE			
Food/Beverage for Clients (NOTE: Alcoholic beverage expenditures are not eligible or allowable)			
Financial Assistance for Clients (e.g. rent, mortgage, utilities)	177,187	1,397,432	1,574,619
Other (specify)	19,688	155,270	174,958
C. SUBTOTALS: DIRECT ASSISTANCE	196,875	1,552,702	1,749,577
EQUIPMENT/CAPITAL OUTLAY			
** (specify equipment)			
D. SUBTOTALS: EQUIPMENT/CAPITAL OUTLAY	0	0	0
GRAND TOTAL (A + B + C + D)	196,875	2,291,527	2,488,402
PERCENT SHARE of Total for Funding Sources:	7.9%	92.1%	100.0%

FORM # 5: Program Budget NARRATIVE
for 2012 Social Service Contracts funded by Travis CountyDate prepared: 03/01/2012Agency: Caritas of AustinProgram: Best Single Source Plus (BSS+)

Instructions: Add details below (not to exceed 20 words per line item) to justify proposed expenses from your Program Budget form. **DO NOT INCLUDE ANY DOLLAR AMOUNTS OR PERCENTAGES ON THIS PAGE.** Delete the examples below and replace them with your narrative.

PERSONNEL	NARRATIVE
Salaries - Regular time	<i>Do not provide staff detail here- use Total Program Staff Positions and Time form #5 instead</i>
Salaries - Overtime	
Benefits	
OPERATING EXPENSES	
General Operating Expenses	
Insurance/Bonding	
Audit Expenses	
Consultants/Contractual	<i>Do not provide detail here- use Subcontracted Expenses form #8</i>
Staff Travel	
Conferences/Seminars/Trng	
** Staff Travel - <u>out of County</u>	
** Conferences/Seminars/Trng. - <u>out of County</u>	
DIRECT ASSISTANCE	
Food/Beverage for Clients (NOTE: Alcoholic beverage expenditures are not eligible or allowable)	
Financial Assistance for Clients (e.g. rent, mortgage, utilities)	Rent/utility assistance, deposits, rent/utility debt, etc. on behalf of clients.
Other (specify)	Household furniture, ID, medical, transportation, employment, repairs, moving costs, and other types of assistance.
EQUIPMENT/CAPITAL OUTLAY	
** (Specify)	<i>Please refer to contract for capital outlay/equipment guidelines.</i>

** These line items require prior approval – Refer to your Contract Language.

Form # 6: **Total Program STAFF POSITIONS & TIME**
for 2012 Social Service Contracts funded by Travis County

Date prepared: 03/15/2012

Agency: Caritas of Austin

Program: Best Single Source Plus (BSS+)

TOTAL PROGRAM STAFF: INDIVIDUAL POSITIONS & TIME ASSIGNED

AGENCY: List below all program staff individually by their position titles only (do not include their names), indicate whether each is direct service staff or administrative staff and indicate the percentage of their total time which is assigned to this specific program. **IMPORTANT: If two or more staff members with the same position title work on this program, be sure to list each position separately, with their individual percentages of total time for this program.**

List ALL Program Positions Individually by Titles	Percent of Time for this Program
Chief Financial Officer	15%
Grants Manager	15%
Senior Accountant	15%
Staff Accountant	25%
Senior Finance Associate	30%
Finance Associate	30%
Case Manager #1	100%
Case Manager #2	100%
Case Manager #3	100%
Case Manager #4	100%
Case Manager #5	100%
Case Manager #6	100%
Program Coordinator	100%
Screening and Assessment Specialist	100%
Housing Locator	100%
No BSS+ staff positions are funded through TCHHSD.	

FORM # 7: PROGRAM FUNDING SUMMARYDate prepared: 3/1/2012

for 2012 Social Service Contracts funded by Travis County

Agency Name: Caritas of AustinProgram Name: Best Single Source Plus (BSS+)

Funding Sources	Grant/Contract Name	Funding Period	Funding Amount
Travis County	Social Service Contract (Travis County prgm. budget)	4/1/2012 -12/31-2012	\$196,875
Travis County			
Travis County			
City of Austin	Social Service Contract (City of Austin prgm. budget)	04/01/2012 - 12/31/2012	\$2,291,527
City of Austin			
City of Austin			
Federal			
Federal			
State			
State			
United Way			
Contributions			
Program Income/ Fees			
Other (Specify)			
Other (Specify)			
Other (Specify)			
Other (Specify)			
TOTAL PROGRAM FUNDING:			\$2,488,402

Form #9: Travis County Health and Human Services & Veterans Service Department Performance Report Definition Tool

Modification No. 5
PS090092RE
Page 17 of 23

* EXAMPLE * The Hot Tomato: Food Pantry and Much Much More * EXAMPLE *

Date Report was Generated: 7/31/06

Type	Performance Measure	Calculation Method	What is the Data Source for this Measure?	Notes	Who Produces this Measure
OUTPUT MEASURES:					
Output #1	Total number of unduplicated clients served	The data reviewed include Service Date and Customer Name - with the following conditions: (1) Service Date must fall in time period of interest AND (2) A client cannot be counted more than once in the calendar year.	Hand-written List of Clients (Name: Service Log)	Because the data source is a hand-written log of clients served, duplicate clients are removed from the final list of clients served through a manual review. More specifically, when a client name appears more than once, then the clients' case files are reviewed to determine whether the name represents (1) multiple persons with the same name OR (2) one person who received service on multiple dates. Duplicated clients are then manually removed from the list. The count of unduplicated clients served does not include referrals unless referred clients have received either food or hygiene products.	Jane Ramsey, Admin. Assist.
Output #2	Total number of unduplicated clients receiving food	The data reviewed include Service Date, Client Identifier (unduplicated number assigned to each client), and Service Item - with the following conditions: (1) Service Date must fall in time period of interest, (2) Service Item must equal "Food" AND (3) A client cannot be counted more than once in the calendar year.	Access Database (Name: Client.mdb)	Because the data source is an electronic database, a pre-set query is used to extract this information. The query used to produce this count is named "UnduplicatedClientFoodCount." This query automatically ensures that any duplicates are removed. A visual scan of the final list is performed to verify that the query worked properly.	Rachelle Smith, Sales Clerk
Output #3	Total number of unduplicated clients receiving hygiene products	The data reviewed include Service Date, Client Identifier (unduplicated number assigned to each client), and Service Item - with the following conditions: (1) Service Date must fall in time period of interest, (2) Service Item must equal "Hygiene" AND (3) A client cannot be counted more than once in the calendar year.	Access Database (Name: Client.mdb)	Because the data source is an electronic database, a pre-set query is used to extract this information. The query used to produce this count is named "UnduplicatedClientHygieneCount." This query automatically ensures that any duplicates are removed. A visual scan of the final list is performed to verify that the query worked properly.	Rachelle Smith, Sales Clerk
OUTCOME MEASURES:					
Outcome #1a (Numerator)	Total number of clients satisfied with food received	The data reviewed include responses from clients via a quarterly survey distributed to all active clients receiving food. It is a 5-point assessment, with 2 negative, 1 neutral, and 2 positive selections for each question. The number of positive selections is compiled to yield the number of clients reporting satisfaction with food received.	Excel Spreadsheet (Name: Survey Results.xls)	The survey results are recorded in the Excel spreadsheet.	Rachelle Smith, Sales Clerk
Outcome #1b (Denominator)	Total number of returned surveys	Sum the total number of surveys completed by clients during the quarter of interest.	Excel Spreadsheet (Name: Survey Results.xls)	Paper copies of the survey are distributed to all active clients receiving food (Name: Quarterly Food Survey.doc). As surveys are returned, surveys are numbered. The survey results are recorded in the Excel spreadsheet.	Rachelle Smith, Sales Clerk
Outcome #1c (Rate)	Percentage of clients satisfied with food received	Divide Outcome #1a with Outcome #1b	Excel Spreadsheet (Name: Survey Results.xls)		Rachelle Smith, Sales Clerk

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.

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.

ETHICS AFFIDAVIT

STATE OF TEXAS
COUNTY OF TRAVIS

ETHICS AFFIDAVIT

Date: 5/1/12
Name of Affiant: Susan Hartenstein
Title of Affiant: Interim Executive Director
Business Name of Proponent: Caritas of Austin
County of Proponent: Travis

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.

Susan Hartenstein
Signature of Affiant
611 Nueces St. Austin, TX 78701
Address

SUBSCRIBED AND SWORN TO before me by Susan Hartenstein on May 1, 2012.



Kelly McNutt
Notary Public, State of Texas
Typed or printed name of notary
My commission expires: March 16, 2016

EXHIBIT 1
LIST OF KEY CONTRACTING PERSONS
March 14, 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 Mgmt & Communications	Steven Broberg	
Travis County Attorney	David Escamilla	
First Assistant County Attorney	Steve Capelle	
Executive Assistant, County Attorney	James Collins	
Director, Land Use Division	Tom Nuckols	
Attorney, Land Use Division	Julie Joe	
Attorney, Land Use Division	Christopher Gilmore	
Director, Transactions Division	John Hille	
Attorney, Transactions Division	Tamara Armstrong	
Attorney, Transactions Division	Daniel Bradford	
Attorney, Transactions Division	Mary Etta Gerhardt	
Attorney, Transactions Division	Barbara Wilson	
Attorney, Transactions Division	Jim Connolly	
Attorney, Transactions Division	Tenley Aldredge	
Director, Health Services Division	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 IVLee Perry
 Purchasing Agent Assistant IVJason Walker
 Purchasing Agent Assistant IVRichard Villareal
 Purchasing Agent Assistant IVPatrick Strittmatter*
 Purchasing Agent Assistant IVLori Clyde, CPPO, CPPB
 Purchasing Agent Assistant IVScott Wilson, CPPB
 Purchasing Agent Assistant IVJorge Talavera, CPPO, CPPB
 Purchasing Agent Assistant IVGeorge R. Monnat, C.P.M., A.P.P.
 Purchasing Agent Assistant IVJohn E. Pena, CTPM
 Purchasing Agent Assistant IIIShannon Pleasant, CTPM*
 Purchasing Agent Assistant IIIDavid Walch
 Purchasing Agent Assistant IIIMichael Long, CPPB
 Purchasing Agent Assistant IIIElizabeth Corey, C.P.M.
 Purchasing Agent Assistant IIIRosalinda Garcia
 Purchasing Agent Assistant IIILoren Breland, CPPB
 Purchasing Agent Assistant IIINancy Barchus, CPPB
 Purchasing Agent Assistant IIIJesse Herrera, CTP, CTPM, CTCM*
 Purchasing Agent Assistant II.....C.W. Bruner, CTP
 HUB Coordinator.....Sylvia Lopez
 HUB SpecialistBetty Chapa
 HUB SpecialistJerome Guerrero
 Purchasing Business AnalystScott Worthington
 Purchasing Business AnalystJennifer Francis

FORMER EMPLOYEES

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Date of Expiration</u>
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

* - Identifies employees who have been in that position less than a year.



Travis County Commissioners Court Agenda Request

Meeting Date: May 15, 2012

Prepared By/Phone Number: Belinda Powell, Strategic Planning Manager
(512) 854-9506

Elected/Appointed Official/Dept. Head: Leslie Browder, County Executive, PBO, (512) 854-9106 / Roger Jefferies, County Executive, JPS, (512) 854-4759

Commissioners Court Sponsor: County Judge Samuel T. Biscoe

AGENDA LANGUAGE:

CONSIDER AND TAKE APPROPRIATE ACTION REGARDING A NEW CIVIL AND FAMILY COURT HOUSE, INCLUDING BUT NOT LIMITED TO:

- A. APPOINTMENT OF A COURT HOUSE COMMITTEE TO RECOMMEND A DELIVERY METHOD;
- B. PROPOSED CHARGE AND INVITATION LETTERS FOR A SECOND COMMUNITY ADVISORY COMMITTEE; AND
- C. OTHER RELATED ISSUES.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

On Tuesday May 1, 2012, the Commissioners Court asked staff to prepare the attached proposed charge for a second Community Advisory Committee to participate throughout the duration of the Civil and Family Court House project. Also attached is a draft letter of invitation for membership for Community Advisory Committee.

The charge for the Citizen's Bond Advisory Committee for 2011 and the by-laws they developed for themselves are attached to assist you with the development of expectations for the Civil and Family Court House Advisory Committee.

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

STAFF RECOMMENDATIONS:

Please see attachments.

ISSUES AND OPPORTUNITIES:

Please see attachments.

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A

REQUIRED AUTHORIZATIONS:

N/A

ATTACHMENTS:

Please see attachments which include the membership to date of the Court House Committee to Recommend a Delivery Method, a proposed charge for the Civil and Family Court House Advisory Committee, a draft letter of invitation for membership for the Advisory Committee, the Charge for the Citizen's Bond Advisory Committee for 2011 and the by-laws for that committee.

Copies to:

The Honorable John Dietz, 250th District Court
The Honorable Lora Livingston, 261st District Court
The Honorable Eric Shepperd, County Court at Law #2
The Honorable David Escamilla, County Attorney
The Honorable Amalia Rodriguez-Mendoza, District Clerk
The Honorable Dana DeBeauvoir, County Clerk
Peg Liedtke, Civil Court Administrator
Cyd Grimes, Purchasing Agent
Susan Spataro, County Auditor
James Collins, First Assistant County Attorney
Roger Jefferies, County Executive Justice and Public Safety
Steven Manilla, County Executive of TNR and FMD
Roger El Khoury, Director Facilities Management
Joe Harlow, CIO ITS
John Hille, Assistant County Attorney
Tom Nuckols, Assistant County Attorney
Leslie Stricklan, Senior Project Manager, FMD

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.

May 9, 2012

Dear:

The Travis County Commissioners Court respectfully requests that you become a member of a new Community Advisory Committee to advise and make recommendations to the Commissioners Court and the Project Manager during the procurement, design, and construction of a new Civil and Family Court House.

Please see the attached charge to understand the scope of this important commitment. We anticipate the committee will be engaged over the entire span of this project which may be up to three years.

Please be mindful that you should not have a business interest in the future procurement, design, or construction of the court house as this could potentially pose a conflict of interest.

We would like to have your commitment by Tuesday, May 22th, 2012. The committee will be discussed, voted on, and receive its charge in a formal meeting of the Commissioners Court on May 29rd, 2012.

The committee will be supported by Travis County staff. Also, the committee will be expected to come before the Commissioners Court on a quarterly basis to offer their advice and recommendations, and receive direction.

Thank you for your consideration of this request. We look forward to your input on this exciting addition to our downtown campus.

Sincerely,

May 9, 2012

Dear:

The Travis County Commissioners Court is seeking membership for a new Community Advisory Committee to advise and make recommendations to the Commissioners Court during the procurement, design, and construction of a new Civil and Family Court House.

The County Judge and each Commissioner is being asked to select three Travis County residents to serve on this committee. Please see the attached charge to understand the scope of this important commitment, which may last up to three years.

To help support the charge of the committee we are looking for Travis County residents who may have a background in one or more of the following areas:

- Architecture
- Engineering
- Facilities Management
- Environmental
- Information Technology
- Security
- Legal
- Capital Project Financing
- Public Finance

There also may be residents you know of who are active leaders in our community and would be good members regardless of their background. Please include yourself if you feel you meet the criteria.

I am asking your help to identify three residents who meet one or more of the criteria outlined above. If you have a recommendation, please forward the name and a brief biography of the individual to my office by May XX, 2012.

Please be mindful that the recommended member(s) should not have a business interest in the future procurement, design, or construction of the court house as this could potentially pose a conflict of interest.

Thank you for your consideration of this request. We look forward to your input on this exciting addition to our downtown campus.

Sincerely,

DRAFT CHARGE FOR CIVIL AND FAMILY COURT HOUSE COMMUNITY ADVISORY COMMITTEE

Definition (from the E&Y report): The Community Advisory Committee is an advisory panel of external individuals and firms needed to supplement the internal advisory team and independently advise the Project Manager and the Commissioners Court. The expertise and the scope of the advisory team will depend heavily on the type of procurement being implemented. Examples of expertise needed by the individuals/firms would be:

- Architectural
- Engineering
- Facilities Management
- Environmental
- Information Technology
- Security
- Legal
- Capital Project Financing
- Public Finance

The charge of the Community Advisory Committee Travis County Civil and Family Court House is as follows:

1. The committee is to provide independent advice and recommendations to the Commissioners Court and the Project Manager for the duration of the procurement, design, and construction of the Travis County Civil and Family Court House. The advice and recommendations may come in the form of a presentation to the Commissioners Court, a written report, or other appropriate means of communication.
2. The advice and recommendations may be generated by inquiries on specific issues by the Commissioners Court and the Project Manager, and by observation of specific issues by the Committee.
3. The work of the committee should be collaborative, objective, informative, transparent, and should instill confidence in the soundness of the advice for the Travis County Commissioners Court and the residents of Travis County.
4. The committee should update the Commissioners Court on a quarterly basis regarding the status of their work and resulting recommendations, including utilization of majority and minority reports when appropriate, and to receive further direction from the Commissioners Court as needed.

CHARTER

2011 Travis County Bond Citizens Advisory Committee

This Bond Citizen's Advisory Committee shall be composed of 15 members, 3 appointed by each of the 5 Commissioners Court members. The committee will establish their own operating procedures (with the guidance of this charter) and elect their own Chairperson. All meetings will be open to the public. The role of the Committee shall be the following:

1. Establish a democratic, inclusive process to study a bond program that ensures the confidence and trust of the Travis County voters. It is a fundamental expectation of the Commissioners Court in relation to the Committee that the elements of this Charter should only be implemented by the Committee or its appointed subcommittees in a public forum. This effort should be at stated meeting times, properly called, and at which all the members of the Committee or subcommittee are given an opportunity to attend. Private communication with parties who may financially benefit from the design, construction, or implementation of a candidate bond project is prohibited and must be reported.
2. Review information from Travis County staff regarding county roles and authorities, previous bond programs, the current needs for improved or additional facilities, related maintenance and operating costs for each project, and the financial capacity of the County to assume bond debt.
3. Review demographic trends and other relevant studies to determine the impact of population growth patterns on County facilities.
4. Identify the fundamentally critical needs for Travis County capital projects including county roads and State Farm-to-Market Roads, sidewalks, bikeways, trails, parks, open space, storm water drainage, and necessary county facilities in the context of the financial impact on taxpayers along with programmatic impact and community benefits.
5. Review pertinent information and identify issues regarding how a new civil and family justice center and other necessary county facilities can be coordinated with economic development efforts, planning processes, and other redevelopment projects in the central business district.
6. Determine if project proposals meet appropriate tests for inclusion in a bond program with an affordable financial scope as will be established by Commissioners Court and are coordinated with other civic efforts. Appropriate tests shall include but not be limited to the following:
 - Optimize limited bond funding and maximize the value received for the outlay of taxpayer dollars by using creative, innovative, or heretofore unused financing vehicles or techniques and achieving economies of scale and other public benefits by partnering with public and private entities.
 - All projects should be based upon need, have a significant scale and outcome, and an expected 20-year design life or better
 - All projects must be able to be completed within seven years of the bond election.
 - All projects must be consistent with County adopted plans and policies
 - All projects must demonstrate value and affordability and should include a fiscal impact analysis of their associated operating and maintenance costs in order to inform the voting public, and an analysis of the implications of not building the capital improvements.
 - All candidate projects should consider joint use with other jurisdictions and due consideration should be given to overlapping debt.

- All projects should reflect Travis County's statutory responsibilities and include serious consideration of citizens' previously voiced needs.
7. Conduct public meetings throughout Travis County from the beginning to the end of the Committee process to receive public input on proposed needs and related impacts.
 8. In order to avoid any perception of a conflict of interest, no Committee member may bid on a County capital project or benefit financially from any project under consideration.
 9. Advise the Travis County Commissioners Court on the need for a bond election and the prospects for conducting a successful election in November, 2011. If a bond program is warranted, advise the Court on the overall scope of a bond package, recommend a prioritized list of projects and report on the fiscal impacts to the County and to local jurisdictions. The Committee is asked to provide an initial status report to the Commissioners Court within two months after their first meeting and then every 6 to 8 weeks thereafter, with a final report due no later than July 1, 2011

Citizens' Bond Advisory Committee 2011 Bylaws

Article I. Creation of the Committee

The Citizens' Bond Advisory Committee (CBAC) operates under a charter that was approved by the Travis County Commissioners Court on January 18, 2011.

Article II. Roles and Responsibility of the Committee

1. This Citizens' Bond Advisory Committee shall be composed of 15 members, 3 appointed by each of the 5 Commissioner Court members. The Committee establishes its own operating procedures (with the guidance of the charter) and elects their own Chair. All meetings will be open to the public. The role of the Committee shall be the following:
 - a. Establish a democratic, inclusive process to study a bond program that ensures the confidence and trust of the Travis County voters.
 - b. Review information from Travis County staff regarding county roles and authorities, previous bond programs, the current needs for improved or additional facilities, related maintenance and operating costs for each project and the financial capabilities of the County to assume bond debt.
 - c. Review demographic trends and other relevant studies to determine the impact of population growth patterns on County facilities.
 - d. Identify the fundamentally critical needs for Travis County capital projects including county roads and right of way for State Farm-to-Market Roads, parks, open space, storm water drainage, and new Courthouse in the context of the financial impact on taxpayers along with programmatic impact and community benefits.
 - e. Review pertinent information regarding Travis County Courthouse if charged by Commissioners Court.
 - f. The Citizens' Bond Advisory Committee will normally allow up to three minutes for citizens comments, per citizen, per evening regarding the bond program. The Committee reserves the right to set a time limit, for this block of time, in interest of preserving the agenda.
 - g. Determine if project proposals meet appropriate tests for inclusion in a bond program and are coordinated with other civic efforts. Appropriate tests shall include but not be limited to the following:
 - All projects should be based upon need, and have a significant scale and outcome, and an expected 20-year design life or better

- All projects must be able to be completed within seven years of the bond election.
 - All projects must be consistent with County adopted plans and policies
 - All projects must demonstrate value and affordability and should include a fiscal impact analysis of their associated operating and maintenance costs, and an analysis of the implications of not building the capital improvements.
 - All candidate projects should consider joint use with other jurisdictions and private entities and due consideration should be given to overlapping debt.
 - All projects should reflect Travis County's statutory responsibilities and include serious consideration of citizens' previously voiced needs.
4. The Committee shall conduct public meetings throughout Travis County from the beginning to the end of the Committee process to receive public input on proposed needs and related impacts.
 5. In order to avoid any perception of a conflict of interest, no Committee member may bid on a County capital project or benefit financially from any project under consideration.
 6. The Committee will advise the Travis County Commissioners Court on the need for a bond election and the prospects for conducting a successful election on November 8, 2011. If a bond program is warranted, the Committee shall advise the Court on the overall scope of a bond package, recommend a prioritized list of projects and report on the fiscal impacts to the County and to local jurisdictions.
 7. The Committee will provide an initial status report to the Commissioners Court within two months after their first meeting and then every 6 to 8 weeks thereafter, with a final report due no later than July 12, 2011.

Article III. Election of Officers

The Committee shall elect a Chair and a Vice-Chair who will serve until the charter is fulfilled. Such other officers may be elected as necessary to carry out the business of the Committee.

Article IV. Chair and Vice Chair

The Chair shall be the principal officer of the Committee and shall preside at all meetings of the Committee. In the absence of the Chair, the Vice-Chair shall preside at such meetings. The Chair shall be responsible for appointing all sub-committee Chairs, and may serve as an ex-officio member of any sub-committee. In the event an Officer is unable to fulfill his/her term, the Committee shall elect a replacement, at a regular or specially called meeting, who serves for the remainder of the unexpired term. In case the Chair and Vice-Chair are absent or unable to perform their duties, the Committee may appoint a Chair pro tem.

Article V. Quorum and Action

Eight (8) members of the Committee shall constitute a quorum for the transaction of business at any meeting of the Committee. A majority vote of the members present at a meeting at which a quorum is present is necessary for action by the Committee. During a meeting at which a quorum has been established, and then subsequently lost due to members leaving, all remaining business items requiring a Committee vote or action must be postponed until the next scheduled meeting at which a quorum is established.

Article VI. Creation of Sub-Committees

The Committee may designate one or more sub-committees, as it becomes necessary.

Article VII. Attendance

Members are expected to attend all meetings. TNR staff will maintain attendance records documenting Committee member absences. If a member is unable to attend a scheduled meeting, notification must be provided to the Chair and Staff two (2) days prior to the meeting. A member's seat on the Committee shall be considered abandoned after four (4) unexcused Committee meeting absences and the Committee would then recommend that the Court replace the member.

Article VIII. Regular Meetings

The Committee shall meet regularly, twice per month on Thursdays and on such other dates or at such other locations as is specified by the Chair.

Article IX. Special Meetings

Special meetings of the Committee may be called by or at the request of the Chair.

Article X. Open Meetings

All meetings of the Committee shall be open to the public and are subject to the Texas Open Meetings Act.

Article XI. External Communications and Public Involvement

1. Document Releases

Any document representing the official position or policy of Travis County, which is to be distributed to the public, shall be reviewed and approved by the Travis County Commissioners Court.

2. Web Page

Travis County will maintain a web page that will contain information about the bond program such as meeting dates, agendas, minutes of meetings and project lists.

3. Public Meetings and Forums

Public meetings are defined within the scope of this bond program as the meetings where the Citizens Bond Advisory Committee conducts its regular business. Public

forums are defined as those meetings that will take place in the precincts where the setting is more conducive to public attendance and input.

4. Public Hearings

These hearings are defined within the scope of this bond program as meetings set by the Travis County Commissioners Court that have been legally advertised as public hearings and where citizens can testify on subject matters before the Citizens Bond Advisory Committee or Commissioners Court.

5. Procedures for Handling Citizen's Comments

a. *Oral Comments Made at Public Meetings and at Hearings*

These comments are recorded on tape and then transcribed either by TNR Staff or by Commissioners Court staff and are found in the minutes of the meeting/hearing.

b. *Written Comments*

These comments will come in either through the TNR P.O. Box number or via the County's Web Site that will contain an email link. Comments will be received by TNR Administrative Staff, forwarded to TNR Planning Staff who will share them with the Committee Members at the next CBAC meeting.

c. *Phone Calls*

These comments will primarily come to Travis County Commissioners Offices or through the 2011 Bond Hotline. Those comments coming from Commissioners Offices will be forwarded to TNR Planning either by email or voice mail. TNR Staff will transcribe comments received from the Voice-Mail Hotline. All comments will be shared with the Committee Members at the next CBAC meeting.

Article XII. Internal Communications Between Staff and Committee

1. Single-Point-of-Contact for the Committee

This contact will be Carol B. Joseph for TNR or her designee.

2. Document Organization and Formats

Where appropriate, all documents, including maps and cost estimates will be marked "Draft Subject to Change" on every page. Project lists **shall always** be marked "Draft Subject to Change" until such list is given final approval by the Commissioners Court.

Article XIII. Role of Transportation and Natural Resources (TNR) Staff as Administrative Support

TNR staff will serve as administrative support to the Committee and to its members, posting notices when appropriate, keeping minutes and records of meetings, supplying information, making project presentations, performing technical analysis, and various other tasks as assigned. TNR shall keep tape recordings of all Committee meetings for a

period of five (5) years after each meeting. Printed copies of summary minutes for each meeting shall be permanently maintained on file. These materials are available for public view, at the TNR offices, upon receipt of a written request by the interested party.

Article XIV. Robert's Rules of Order

Except where these bylaws require otherwise, *Robert's Rules of Order* shall govern the conduct of Committee meetings.

Article XV. Amendment of Bylaws

These Bylaws may be altered or amended by a majority vote of the Committee at any regular meeting of the Committee at which a quorum is present.

Bylaws History

Adopted _____



Travis County Commissioners Court Agenda Request

Meeting Date: May 15, 2012

Prepared By/Phone Number: Loretta Farb, 854-9230

Elected/Appointed Official/Dept. Head: Commissioner Sarah Eckhardt

Commissioners Court Sponsor: Commissioner Sarah Eckhardt

AGENDA LANGUAGE: CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO APPOINT BLAINE H. CARR TO SERVE AS A PRECINCT TWO APPOINTEE TO THE TRAVIS COUNTY CHILDREN'S PROTECTIVE SERVICES BOARD EFFECTIVE IMMEDIATELY THROUGH JUNE 2013.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Please see attached application package.

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.



Application for Appointment

Board/Commission:

Name (Last, First, Middle): <i>CARR, BLAINE H.</i>	
Home Address (Street, City, Zip):	Home Phone:
Mailing Address (Street, City, Zip): <i>AUSTIN TX</i>	Cell Phone:
Employer: <i>Self-employed + Contractor with State of TX</i>	Email:
Occupation: <i>Psychologist</i>	FAX Number:

Are you a Travis County Resident?

☒ Yes ☐ No

What Precinct do you live in?

☐ Precinct 1 ☒ Precinct 2 ☐ Precinct 3 ☐ Precinct 4

How much time can you devote each month?

☒ 5-8 hours ☐ 9-12 hours ☐ 13-16 hours ☐ More than 16 hours

Skills and Experience:

- | | | |
|--|---|---|
| <input type="checkbox"/> Advertising | <input type="checkbox"/> Finance/ Budget | <input type="checkbox"/> Marketing |
| <input type="checkbox"/> Administration Management | <input type="checkbox"/> Fund Raising | <input type="checkbox"/> Operations |
| <input type="checkbox"/> Child Care | <input checked="" type="checkbox"/> Government | <input type="checkbox"/> Public Relations |
| <input type="checkbox"/> Consulting | <input checked="" type="checkbox"/> Health Care | <input type="checkbox"/> Public Safety |
| <input type="checkbox"/> Education | <input type="checkbox"/> Human Resources | <input type="checkbox"/> Public Speaking |
| <input type="checkbox"/> Event Planning | <input type="checkbox"/> Legal | <input type="checkbox"/> Sales |
| | | <input type="checkbox"/> Writing/ Communication |

☐ Other: _____



Application for Appointment

Please describe your interest in serving on the Board/Commission and any qualifications, areas of expertise or special interests that relate to your possible appointment. Please specify any other board appointments (past or present) and length of service, if applicable.

Please see attached page

Please submit your resume with this application, with references and contact information.

I agree to file with the County Judge the attached non-conflict of interest affidavit prior to being considered for an appointment by Travis County. I further agree to file an amendment in the event my status should change during my tenure on a county board.

Signature: *Blair H. Carr, Ph.D.*

Date: *5-4-12*

CURRICULUM VITA

BLAINE HART CARR

CLINICAL CREDENTIALS

Licensed Psychologist
March 2003

Texas State Board of Examiners of Psychologists
(License # 32045)

EDUCATION

Doctor of Philosophy
August 2001

Counseling Psychology Training Program (APA-Accredited)
The University of Texas at Austin

Master of Arts
December 1999

Educational Psychology (Program Evaluation)
The University of Texas at Austin

Bachelor of Arts
May 1992

Psychology
Trinity University
San Antonio, Texas

PROFESSIONAL EXPERIENCE

State Agency Psychological Consultant
Texas Disability Determination Service
Austin, Texas
March 2009 – Present

- Review medical evidence from applications for disability coverage under the Social Security disability program.
- Recommend a decision based on program rules as established by the U.S. Congress.
- This is a contract position. I am not an employee of the State of Texas or the U.S. government.

Psychologist
Private Practice

April 2003 – Present

Blaine H. Carr, Ph.D., Application for Appointment

I have been a Licensed Psychologist in Texas for nine years. I have worked with children, adolescents, and adults, conducting individual and couples psychotherapy as well as psychological testing (personality/emotional functioning, IQ, and academic testing). I currently work in my private practice half-time, and I do contract work for the Texas Disability Determination Service (a division of DARS; this is contract work, and I'm not a state of Texas employee).

In my work in inpatient hospitals, outpatient veteran and community clinics, and private practice, I have seen the effects of child abuse and neglect. Also, as a father of a five-year-old daughter, I have gained a new understanding both of the challenges of parenthood as well as the crucial importance of positive parenting. For those reasons, I would be honored to serve on the board of Child Protective Services to help further their mission in whatever way I can.

I have been on the board of two professional organizations. I served as both Vice President and President of the Capital Area Psychological Association, for a total of three years. I am currently Education Chair-Elect of the Austin Society for Psychoanalytic Psychology (ASPP), a position I have held since August 2011. I will be Education Chair of ASPP for the 2012-13 program year.

- Serving children, adolescents, and adults.
- Administer and interpret personality, intelligence, and academic tests and conduct clinical interviews to help determine diagnosis, to aid in treatment planning, and to answer questions formulated by the client and/or referring professional.
- Work with outpatient clients with a range of diagnoses, including depression, PTSD, ADHD, as well as other anxiety, mood, psychotic, and personality disorders.
- Health Psychology, including assessment and psychotherapy with chronic pain and other medical patients. Conduct assessments for purpose of determining appropriateness for surgery or other device placement (spinal cord stimulators or intrathecal pumps).
- Therapeutic Assessment, wherein assessment is conducted as a collaborative process involving helping the involved parties to formulate questions for the assessment, choosing the tests to address those questions, and discussing the results in a collaborative manner.
- Conduct individual, family, and group psychotherapy.

Psychologist

Austin State Hospital
Adult and Child and Adolescent Psychiatric Services
4110 Guadalupe St.
Austin TX 78751

March 2004 – October 2008

- Perform psychological assessments to help determine diagnoses, including malingering, and to aid in treatment planning.
- Work with inpatient mentally ill population with a wide range of diagnoses, including psychotic, mood, anxiety, and personality disorders among others.
- Tests used include MMPI-2, MMPI-A, Rorschach, SIRS, WAIS, WISC, and WASI.
- Conduct individual and group psychotherapy.
- Participate in multidisciplinary treatment team environment, in which patient care is coordinated with psychiatrists, social workers, nurses, education and rehabilitation staff, and families.
- Supervise graduate practicum students.

Supervising Psychologist

Senior Connections of Austin
6003 Shanghai Pierce
Austin TX 78749

April 2003 – February 2004

Christopher Dalton, Ph.D., Supervisor

- Conducting individual psychotherapy with nursing home residents.
- Consult with psychiatrist and other medical / therapeutic staff, as needed.
- Supervise team of therapists.

Postdoctoral Resident

Krista Jordan, Ph.D., ABPP, Supervisor
4701 Westgate Blvd., Ste. D-403
Austin, Texas 78745

512-291-0275

September 2001 – March 2003

- Work with a variety of medical populations, including chronic pain, work-hardening, and spinal cord stimulator clients, and other clients referred by physicians.
- Conduct clinical interviews, administer personality tests, and write assessment reports to evaluate for psychological diagnoses and appropriateness for surgery or spinal cord stimulator implantation, among others.
- Design and conduct psychoeducational classes.
- Conduct individual psychotherapy with medical, non-medical, and self-referred clients.
- Administer intelligence and achievement tests to children, adolescents, and adults.

Contract Therapist

Brown-Karhan Healthcare

P.O. Box 419

Dripping Springs, TX 78620

J.N. Ridgley, Ph.D., ABPP, Supervisor

November 2002 – March 2003

- Conducting individual psychotherapy with patients in head-injury rehabilitation program.
- Participate in multidisciplinary treatment team meetings.

Senior Connections of Austin

6003 Shanghai Pierce

Austin, TX 78749

November, 2001 – March 2003

Christopher Dalton, Ph.D., Supervisor

- Conducting individual psychotherapy with nursing home residents.
- Consult with psychiatrist and other medical / therapeutic staff, as needed.

APA-Accredited Predoctoral Internship

Central Texas Veterans Health Care System

1901 South 1st Street

Temple, TX 76504

800-423-2111

August, 2000 – August, 2001

Rotations:

Consultation/Liaison

- Responded to consultation requests from inpatient medical units, outpatient medical clinics, nursing home, and emergency room.
- Conducted interview-based assessments of suicidality, homicidality, to determine need for inpatient psychiatric treatment, competence, and to determine psychological diagnoses.

Clinical Supervisor: Jim Parks, Ph.D.

Outpatient Mental Health Clinic

- Performed intakes and psychological assessment.
- Conducted individual psychotherapy.
- Worked with clients concerning multiple issues, including depression, anxiety, relationship difficulties, pain management, and anger management.
- Consultation with Cardiology Treatment Team and evaluation and treatment of cardiac patients.

Clinical Supervisor: John Cooney, Ph.D.

Domiciliary Care Program

- Administered and scored personality (both objective and projective), intelligence, and memory tests to adults.
- Conducted clinical interviews and write comprehensive psychological assessment reports.
- Conducted group therapy sessions for schizophrenic and schizoaffective clients.
- Attended multidisciplinary treatment team as needed.

Clinical Supervisor: Karen Robbins, Psy.D.

Posttraumatic Clinical Team

- Conducted cognitive-behavioral groups at all stages of treatment for combat veterans.
- Designed and conducted 6-week stress management psychoeducation group.
- Conducted individual psychotherapy.
- Conducted clinical interviews and wrote comprehensive psychological assessment reports for veterans referred to the PCT.

Clinical Supervisors: Sharon Wills, Ph.D. and Nathan Denny, Ph.D.

Research Analyst - Full Time position

The Psychological Corporation, San Antonio, Texas

August, 1994 – August, 1995

- Assisted in research and development of personality tests for publication.
- Performed statistical analyses using SPSS and SAS to establish reliability and validity of tests being considered for development.
- Researched, edited, and performed quality assurance to prepare the test manual for publication.

Supervisor: Larry Weiss, Ph.D.

Research Analyst - Full Time position

The Psychological Corporation, San Antonio, Texas

January, 1993 - August, 1994

- Coordinated national clinical validity study for an infant developmental screening test
- Designed tracking system for clinical validity protocols.
- Collected library research, wrote a section of the test manual describing the clinical validity study, edited the test administration manual, and performed statistical analyses using SPSS.

Supervisor: Kathleen Matula, Ph.D.

RESEARCH EXPERIENCE

Dissertation (Completed May, 2000): *Emotional Factors in Mental and Emotional Stress-Induced Cardiac Ischemia.*

The University of Texas at Austin

Chair: Chris McCarthy, Ph.D.

AWARDS AND HONORS

University Tuition Fellowship, 1999-2000

Office of Graduate Studies, The University of Texas at Austin

Travel Award, Summer, 1998, 2000, and 2001 (to attend APA conference to give a presentation)

Department of Educational Psychology, The University of Texas at Austin

Joseph L. Henderson and Katherine D. Henderson Scholarship, 1998-1999

College of Education, The University of Texas at Austin

President's Scholarship, 1988-1992

Trinity University

PROFESSIONAL AFFILIATIONS

Capital Area Psychological Assn. – member since 1995, Vice-President 2002-2004, President 2005.

Austin Society for Psychoanalytic Psychology – member since 2001, Education Chair-Elect, 2011-2012.

Society for Personality Assessment – member since 2003.

PUBLICATION AND PRESENTATIONS

Carr, B.H., Ghormley, M.R., Juncker, B.D., McCarthy, C.J., Fouladi, R., & Worchel, J. (2003). Use of psychosocial variables as predictors of psychological stress-induced cardiac ischemia in the laboratory. *Journal of Clinical Psychology in Medical Settings*, 10(2), 79-89.

Carr, B.H., McCarthy, C.J., Ghormley, M.R., Worchel, J., Juncker, B., & Dematatis, A. (2001). *Relationship of emotions and beliefs about control to cardiac ischemia*. Poster presented at the annual meeting of the American Psychological Association, San Francisco, CA.

Seraphine, A.S., McCarthy, C.J., & Carr, B.H. (2000). *Women's self-efficacy judgments in mathematics and statistics*. Poster presented at the annual meeting of the American Psychological Association, Washington, D.C.

Lambert, R.G., McCarthy, C.J., Lambert, N.M., Beard, M., Carr, B.H., & Chaison, A.D. (2000). *Relationship of coping resources and strategies to stress symptoms*. Poster presented at the annual meeting of the American Psychological Association, Washington, D.C.

Carr, B.H., Ghormley, M.R., McCarthy, C.J., Rundell, L., & Shankar, L. (1999). *Relationship of coping strategies to emotions in family conflict*. Poster presented at the annual meeting of the American Psychological Association, Boston, MA.

McCarthy, C.J., Carr, B.H., Ghormley, M.R., Liu, H.T., Mejia, O.L., & Patterson-Williams, E. (1998, August). *Stress counseling in the 21st century: Perspectives from emerging professionals*. Symposium conducted at the annual meeting of the American Psychological Association, San Francisco, CA.

McCarthy, C.J., Seraphine, A., Carr, B.H., Ghormley, M.R., Liu, H.T., Mejia, O.L., Patterson-Williams, E., & Carlson, C. (1998, April). *Gender and ethnic differences in the coping resources of middle-school students*. Paper presented at the annual meeting of the American Educational Research Association, San Diego, CA.

Carr, B.H., Ghormley, M.R., McCarthy, C.J., & Carlson, M.H. (1997, August). *Relationship of family functioning and attachment to coping resource effectiveness*. Poster presented at the annual meeting of the American Psychological Association, Chicago, Illinois.

Matula, K. & Carr, B.H. (1995, February) *Bayley Scales of Infant Development-II: A comparison of mean scores on the mental and motor scales by sex and race/ethnicity of child and parent's education*. Poster presented at the annual meeting of the Texas Association of School Psychologists, Austin, Texas.

Gyurke, J.S. & Carr, B.H. (1994, August). *Frequency of mental and motor discrepancies on the Bayley Scales of Infant Development-II by gender, SES, and ability level*. Paper presented at the annual meeting of the American Psychological Association, Los Angeles, CA.