

Travis County Commissioners Court Agenda Request

Meeting Date: April 30, 2013

Prepared By: Gayla Dembkowski Phone #: 854-7642

Division Director/Manager: Anna Bowlin, Division Director Development Services

and Long Range Planning.

Department Head: Steven M. Marilla, P.E., County Executive-TNR Sponsoring Court Member: Commissioner Daugherty, Precinct Three

AGENDA LANGUAGE: Receive comments regarding a street name assignment for a private street to "Dimensional Place".

BACKGROUND/SUMMARY OF REQUEST:

The Travis County Addressing Staff received a petition to name a private street to be known as "Dimensional Place".

STAFF RECOMMENDATIONS:

Staff recommends naming the private street "Dimensional Place" for a business with the same name. They have petitioned for this street name which has been cleared through 911 Addressing staff. A fee of \$460.00 has been paid as this is not a health and human safety issue.

This street name assignment does not imply Travis County maintenance in any way. Street name signs are the responsibility of the property owners.

ISSUES AND OPPORTUNITIES:

The street is not a road that Travis County maintains.

FISCAL IMPACT AND SOURCE OF FUNDING:

None.

ATTACHMENTS/EXHIBITS:

Map-1 Petition

REQUIRED AUTHORIZATIONS:

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

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CC:			

: : 4101 - Road, Bridge, Fleet Svs - Dimensional Place



Travis County Commissioners Court Agenda Request

Meeting Date: April 30, 2013

Prepared By/Phone Number: David Salazar, 854-9555 Elected/Appointed Official/Dept. Head: County Judge Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE:

APPROVE RESOLUTION RECOGNIZING LEROY W. NELLIS ON HIS RETIREMENT AND FOR 19 YEARS OF SERVICE TO TRAVIS COUNTY AND ITS RESIDENTS.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Please see attached document.

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:



Travis County Commissioners Court Agenda Request

Meeting Date: April 30th, 2013

Prepared By/Phone Number: Edith Moreida, 4-9280

Elected/Appointed Official/Dept. Head: Commissioner Margaret Gomez

Commissioners Court Sponsor: Commissioner Margaret Gomez

AGENDA LANGUAGE:

APPROVE PROCLAMATION RECOGNIZING 151st ANNIVERSARY OF CINCO DE MAYO, THE BATTLE OF PUEBLA, IN TRAVIS COUNTY.

Travis County Commissioners Court



Proclamation

- WHEREAS, 2013 marks the 151st anniversary of the Battle of Puebla, in which men and women led by General Ignacio Zaragosa from Goliad, Texas, successfully defended themselves against French troops, and
- WHEREAS, Travis County began hosting a Cinco de Mayo celebration in order to keep alive the spirit of community that is signified by the Battle of Puebla, and to recognize the men and women who fought, as well as those who still work to ensure our freedom, and
- WHEREAS, Travis County's Cinco de Mayo has been sponsored by many Elected and Appointed officials and Department heads, along with the Downtown Austin Alliance, and
- WHEREAS, This year Travis County Commissioner Margaret Gómez and the Honorable Amalia Rodriguez-Mendoza, Travis County District Clerk, will host the Cinco de Mayo Celebration of Mexican Culture on Friday, May 3rd, 2013 at 700 Lavaca, first floor, Hall of Government..

NOW, THEREFORE, BE IT PROCLAIMED, THAT THE TRAVIS COUNTY COMMISSIONERS COURT DOES HEREBY RECOGNIZE THE 151st ANNIVERSARY OF CINCO DE MAYO, AND ENCOURAGES ALL CITIZENS TO HONOR THOSE WHO FOUGHT IN THIS GREAT BATTLE.

IN WITNESS WHERE OF, WE HAVE HERE UNTO SET OUR HANDS THIS 30th DAY OF APRIL 2013.

SAMUEL T. BISCOE County Judge

RON DAVIS County Commissioner, Pct. 1

GERALD DAUGHERTY County Commissioner, Pct. 3

SARAH ECKHARDT County Commissioner, Pct. 2

MARGARET J. GÓMEZ County Commissioner, Pct. 4 Created 4-25-13 430p ltem 5



Travis County Commissioners Court Agenda Request

Meeting Date: April 30, 2013

Prepared By/Phone Number: Kris Nilsen, 854-4820

Prepared By/Phone Number: Kris Nilsen, 854-4020
Elected/Appointed Official/Dept. Head: Leslie Browder, 854-9108 for Justice
Browder

Commissioners Court Sponsor: Samuel T. Biscoe, County Judge

AGENDA LANGUAGE:

Approve proclamation to declare May 5 - 11, 2013 as Public Service Recognition Week and Tuesday, May 7, 2013 as Travis County Employee Recognition Day.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

The purpose of this proclamation is to formally observe May 5 – 11, 2013 as Public Service Recognition Week. Public Service Recognition Week is observed nationally each year. This celebration is to raise awareness of the services a county provides to its citizens and the dedicated employees who provide these services. There are 829 employees who reached milestones of 5, 10, 15, 20, 25, 30 and 35 years of service in 2012.

Throughout the year, employee recognition events have been occurring at the department level. It will culminate at Commissioners Court on May 7, 2013 when Travis County honors its most tenured employees who, through their dedicated service, have achieved milestones of 20, 25, 30, and 35 years of service in 2012, by awarding certificates of recognition. This will be the 21st year that Travis County has honored employees in this manner.

STAFF RECOMMENDATIONS:

HRMD recommends approval.

ISSUES AND OPPORTUNITIES:

NA

FISCAL IMPACT AND SOURCE OF FUNDING:

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

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

Created 4-25-13 430p

REQUIRED AUTHORIZATIONS:

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

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

WHEREAS, the Partnership for Public Service and the Public Employees Roundtable has declared May 5 - 11, 2013, as Public Service Recognition Week, with this year's theme "Why I Serve";

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

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

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

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

WHEREAS, the Commissioners Court recognizes and wishes to acknowledge the service and commitment of Travis County's 4,600 public servants by displaying a banner on Travis County's website;

WHEREAS, the Commissioners Court will publicly recognize on May 7, 2013 161 employees who have completed 20, 25, 30, and 35 years of service with Travis County Government;

WHEREAS, the Commissioners Court challenges each Elected and Appointed Official to acknowledge the contributions of their employees, especially during the week of May 5th through May 11th – National Public Service Recognition Week;

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

May 5 - 11, 2013 AS "PUBLIC SERVICE RECOGNITION WEEK"

AND

May 7, 2013 AS "TRAVIS COUNTY EMPLOYEE RECOGNITION DAY"

IN THE GREAT COUNTY OF TRAVIS.

IN WITNESS THEREOF, WE HAVE HEREUNTO SET OUT HANDS AND AFFIXED THE OFFICIAL SEAL OF THE COUNTY OF TRAVIS ON THIS 30th DAY OF APRIL 2013.

	SAMUEL T. BISCOE County Judge
RON DAVIS Commissioner, Pct. 1	SARAH ECKHARDT Commissioner, Pct. 2
GERALD DAUGHERTY	MARGARET J. GOMEZ
GERALD DAUGHERTY Commissioner, Pct. 3	MARGARET J. GOMEZ Commissioner, Pct. 4



Travis County Commissioners Court Agenda Request

Meeting Date: April 30, 2013

Prepared By/Phone Number: Danny Hobby/854-4416

Elected/Appointed Official/Dept. Head: Danny Hobby

Commissioners Court Sponsor: County Judge Samuel T. Biscoe

AGENDA LANGUAGE:

CONSIDER AND TAKE APPROPRIATE ACTION ON RE-APPOINTMENT AND ADJUSTMENTS OF APPOINTED COUNTY POSITIONS ON THE AUSTIN-TRAVIS COUNTY EMS ADVISORY BOARD.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Travis County has four appointment positions on the Austin-Travis County EMS Advisory Board. The City of Austin has five appointments. This request is to re-appoint one county position and to adjust two county positions on the Board.

The county position serving as the "Travis County Representative" is recommended for re-appointment to the Board.

The appointees in two county positions on the Board have requested to switch roles to accommodate recent actions by the Board and a recent action from one of the positions. The other county position would be a reappointment to the Board.

The county position serving as the Emergency Services District Commissioner requests to be moved into the county position serving as the "Consumer informed about issues relating to Emergency Medical Services to the Board".

The county position serving as the "Consumer informed about issues relating to Emergency Medical Services" requests to be moved into the

county position serving as the "Emergency Services District Commissioner" on the Board.

STAFF RECOMMENDATIONS:

Emergency Services recommends all three position requests for approval.

ISSUES AND OPPORTUNITIES:

It is important to have full representation for Travis County on this board. Important issues are discussed each quarter and recommendations are important coming out of this board.

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A

REQUIRED AUTHORIZATIONS:

Barbara Wilson, County Attorney's Office, 854-9567

EMERGENCY SERVICES

DANNY HOBBY, COUNTY EXECUTIVE P.O.Box 1748, Austin, Texas 78767 (512) 854-4416, Fax (512) 854-4786



Emergency Management Pete Baldwin, Emergency Mymt. Coordinator

> Fire Marshal Hershel Lee

Medical Examiner
Dr. David Dolinak

STAR Flight Casey Ping, Program Director

MEMORANDUM

To:

Travis County Commissioners Court

From:

Danny Hobby, County Executive, Emergency Services

Date:

April 22, 2013

Subject:

Re-Appointment and Adjustment of County Members on the Austin-Travis

County EMS Advisory Board

The request is to make two county position adjustments and one county position re-appointment on the Austin-Travis County EMS Advisory Board. Travis County has four appointment positions on this board. The City of Austin currently has five appointment positions.

The persons appointed to two county positions on the Board have requested to switch roles in order to accommodate recent actions from the Board and a recent action from one of the positions. The other county position would be a re-appointment to the Board. I request your consideration and appropriate action on the following Travis County positions on the Austin-Travis County EMS Advisory Board:

- *Travis County Representative*-approve the re-appointment of Hector Gonzales who currently serves on the Board. Mr. Gonzales is the Mayor of the Village of Webberville and was appointed because he also represents Small Cities and Villages in Travis County. Mr. Gonzales term would expire on 4/30/16.
- *Emergency Services District Commissioner* approve Paula Barr to now serve in this county position on the Board in place of Bob Taylor who currently is in that position. Mr. Taylor has recently resigned his position on the ESD No. 3 Board, so can no longer serve in this position. Ms. Barr has no issue with this move. Ms. Barr's term would expire on 10/31/14.
- Consumer informed about issues relating to Emergency Medical Services- approve Bob Taylor to now serve in this county position on the Board in place of Paula Barr who is in this position. Mr. Taylor was recently voted in by the Board to serve as the Chair of the Board again and desires to continue to serve in this capacity on the Board. Mr. Taylor's term would expire 10/31/14.

I feel all three have been excellent representatives to the Board and will continue to serve well in this capacity. Thank you for our consideration in this matter.



Travis County Commissioners Court Agenda Request

Meeting Date: April 16, 2013

Prepared By: Teresa Calkins, P.E. Phone #: 854-7569

Division Director/Manager: Anna Bowlin, Division Director, Development Services

and Long Range Planning

Department Head: Steven M. Manilla, P.E., County Executive-TNR **Sponsoring Court Member:** Commissioner Daugherty, Precinct Three

AGENDA LANGUAGE: Consider and take appropriate action on a Variance to Title 30-2-158(B(2) Access to Streets (Requires that a new subdivision must have at least two access streets and each of the two access streets must connect to a different external street) for The Hills of Shady Hollow-Preliminary Plan.

BACKGROUND/SUMMARY OF REQUEST:

This is an addendum to the memorandum regarding Item No. 3 on the March 12, 2013 agenda, and is scheduled for discussion as Item No. 12 on the April 16, 2013 agenda.

The subject property consists of a preliminary plan, The Hills of Shady Hollow, now renamed as the Hills of Bear Creek. It is located in the City of Austin's 2-Mile ETJ. It proposes 197 single family lots, 4 open and drainage lots, 1 amenity center lot, and 1 commerical lot on 77.71 acres. There are 8,094 linear feet of public streets being proposed with this development. The property is bounded by FM 1626 on the north and is adjacent to Bob Johnson road. The majority of the single family lots will take access from Bob Johnson road and the commercial lot will only take access from FM 1626. Water and wastewater will be provided by the City of Austin.

Subsequent to the discussion on March 12, 2013, the applicant has held two public meetings to discuss the concerns of the existing neighborhood of Bear Creek. The primary concerns voiced by the adjacent neighborhood related to traffic congestion on Johnson Lane at FM 1626, potential additional fire hazard and related safety issues related to the proposed subdivision, the density of the proposed subdivision, and miscellaneous aesthetic issues.

To address concerns about additional congestion at FM 1626, in addition to intersection improvements at the Brodie Lane/FM 1626 intersection, the applicant has agreed to voluntarily improve Johnson Lane to a collector roadway with 40' pavement width with curb and gutter, and include a dedicated left turn lane at FM

1626. The applicant has also proposed to provide an emergency access easement to FM 1626 on the western part of the development.

In an effort to alleviate fire safety concerns, the applicant proposes to provide a fireflow hydrant at the intersection of Johnson Lane and Bob Johnson Lane to serve the existing subdivison of Bear Creek. The applicant will also make application for the community to be certified as a fire wise community and require the HOA to continue as a fire wise community.

To address density concerns, the applicant proposes to reduce the total number of single family lots from 208 fifty foot lots to 197 total lots of which 65 lots will be sixty feet in width.

And, to address miscellaneous community concerns, the applicant has proposed to construct streetlights and sidewalks along a portion of Johnson Lane, a path from Bear Creek to The Hills of Bear Creek, and provide certain drainage improvements to Johnson Lane and Bob Johnson Lane.

STAFF RECOMMENDATIONS:

TNR staff recommends approval of the variance based on the applicant's proposal and upon the Travis County Fire Marshal's review and recommendation.

ISSUES AND OPPORTUNITIES:

As described above.

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A

ATTACHMENTS/EXHIBITS:

Emergency Access Exhibits (2)

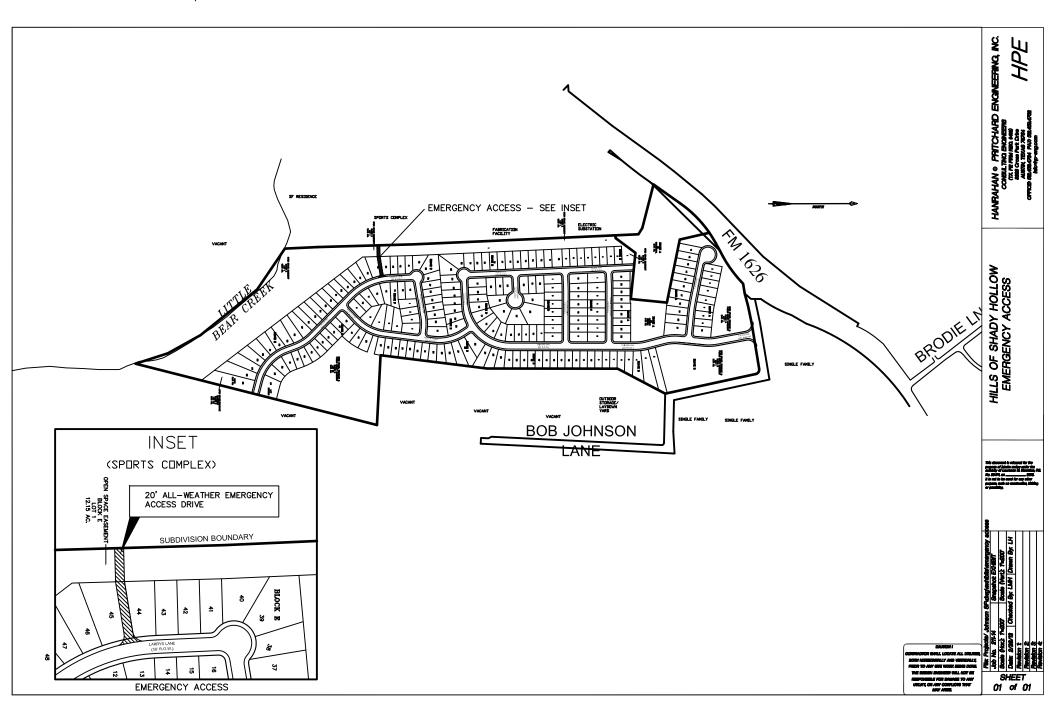
REQUIRED AUTHORIZATIONS:

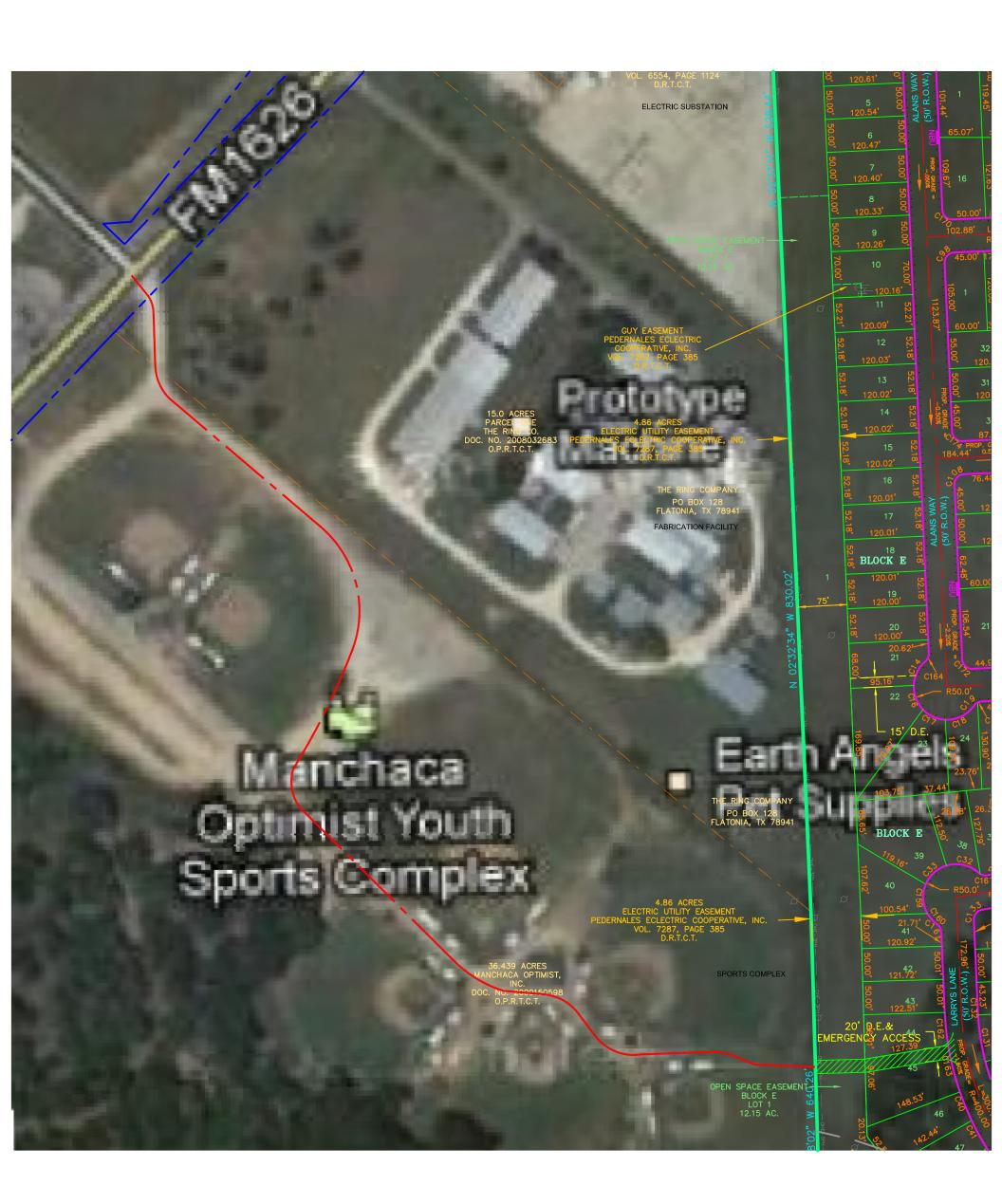
Cynthia McDonald	Financial Manager	TNR	854-4239		
Steve Manilla	County Executive	TNR	854-9429		

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1101 - Development Services Long Range Planning - Variance - The Hills of Shady Hollow





Travis County Commissioners Court Agenda Request

Meeting Date: April 30, 2013

Prepared By: Steve Sun, P.E. Phone # 854-4660

Division Director/Manager: Steve Sun, P.E., Assistant Public Works Director

Department Head: Steven M. Manilla, P.E., County Executive-TNR Sponsoring Court Member: Commissioner Gomez, Precinct Four

AGENDA LANGUAGE: Consider and take appropriate action on a request to use available 1997 and 2001 Bond savings to fund the Elroy Road - FM 812 Intersection Improvements project in Precinct Four.

BACKGROUND/SUMMARY OF REQUEST:

This project will widen Elroy Road by an additional 18-20' in width from FM812 to 1100' north of FM812. This may require the purchase of additional right-of-way. This will allow for a three-lane section of roadway with shoulders from FM812 to the entrance for parking lot "P" at COTA. The purpose of the widening is to allow additional capacity for traffic entering and leaving COTA property during large race events as well as allow the Fire Station additional lanes for ingress/egress from the their station located along the east side of Elroy Road within the limits of this project. Estimated project cost for engineering, right-of-way and construction is approximately \$750,000. Savings from Precinct Four 1997 and 2001 Bond projects is available to cover this fund request.

STAFF RECOMMENDATIONS:

Staff recommends approval of this funds request.

ISSUES AND OPPORTUNITIES:

This intersection improvements will relieve traffic congestion and provide ingress/egress for the nearby Fire Station during special events at COTA.

FISCAL IMPACT AND SOURCE OF FUNDING:

Funding Sources: Estimate cost is for this project is \$750,000. Currently there is sufficient savings in the 1997 and 2001 Precinct Four Bond projects savings to cover this cost. The \$750,000 is in accounts 1490200000 4019 521040 (\$230,000) and 1490190000 4043 521040. Budget Adjustments 400002236 and 400002270 have been entered to move the funds to the correct GL and WBS elements. Once the Court approves this agenda item the Planning and Budget Office will process these budget adjustments.

ATTACHMENTS/EXHIBITS:

Project Location Map
Copies of Budget Adjustments 400002236 and 400002270

REQUIRED AUTHORIZATIONS:

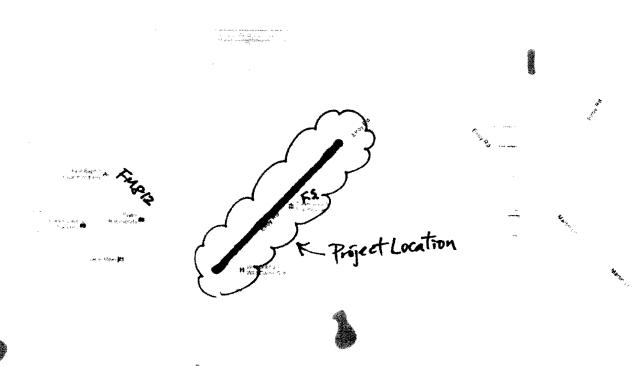
Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Leslie Browder	County Executive	PBO	

CC:

Steve Sun		TNR	
Donna Williams-Jones		TNR	
-	****		
	3		

3101 - Public Works/CIP -

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Header Information for Entry Doc Number

400002236

Doc. Number 400002236

Doc. Status

FM Area

1000

Budget. Cate. Payment

Doc.Year 2013

Doc.Date

Apr 4, 2013

Value Type

Budget

Version

Doc.Type

TRAN

Budget Type 3

Fiscal Year

Year.Cash.Eff

Process UI TRAN

Process

SEND

2013

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Preposted

Doc.Family

Additionnal Data

Creator

WILLIAD

Creation Date Apr 5, 2013

Original.Applic. BWB

Creation Time 12:58:17

Resp. Person DONNA WILLIAMS JONES

Year Cohort

Public Law

Header Text Apply Pct4 1997 Bond Savings to Elroy Road Ulnter

Legislation

TextName

<u>Lines</u>

Total Document)

USD

Line	Fund	Budget Period	Funds Center	Comm.ltem	FuncArea	Grant	Funded Program	Local Amount	Text Line
000001	4019		1490200000	521040	1710	NOT-RELEVANT	600023	-230,000	1997 Pct 4 Prop 1 Savings Elroy Road
000002	4019		1490200000	522040	1710	NOT-RELEVANT	RDCN14900003001	230,000	1997 Pct 4 Savings Elroy Road from 600023 521040



Header Information for Entry Doc Number

400002270

Doc. Number 400002270

Doc. Status

FM Area

1000

Budget. Cate. Payment

Doc.Year 2013 Doc.Date

Apr 4, 2013

Value Type

Budget

Version

Doc.Type

TRAN

Budget Type 3

Fiscal Year

Year.Cash.Eff

Process UI

TRAN

Process

SEND

2013

0

Preposted

Original.Applic. BWB

Doc.Family

Additionnal Data

Creator

WILLIAD

Creation Date Apr 5, 2013

Creation Time 12:54:25

Resp. Person DONNA WILLIAMS JONES

Year Cohort

Public Law

Header Text Apply Pct4 2001 Bond Savings to Elroy Road Ulnter

Legislation

TextName

Lines

Total Document

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USD

Line	Fund	Budget Period	Funds Center	Comm.ltem	FuncArea	Grant	Funded Program	Local Amount	Text Line
000001	4043		1490190000	521040	1710	NOT-RELEVANT	600013	-520,000	2001 Pct 4 Prop 1 Savings Elroy Road
000002	4043		1490190000	522040	1710	NOT-RELEVANT	RDCN149000030	520,000	2001 Pct 4 Savings Elroy Road from 600013 521040



Travis County Commissioners Court Agenda Request

Meeting Date: April 30, 2013

Prepared By: Gayla Dembkowski Phone #: 854-7642

Division Director/Manager: Anna Bowlin, Division Director Development Services

and Long Range Planning

Department Head: Steven M. Manilla, P.E., County Executive-TNR Sponsoring Court Member: Commissioner Daugherty, Precinct Three

AGENDA LANGUAGE: Consider and take appropriate action on a street name assignment for an unnamed private street to "Dimensional Place", in Precinct Three.

BACKGROUND/SUMMARY OF REQUEST:

Consider and take appropriate action on a street name assignment for an unnamed private street to "Dimensional Place".

STAFF RECOMMENDATIONS:

Staff recommends naming the private street "Dimensional Place" for a business with the same name. They have petitioned for this street name which has been cleared through 911 Addressing staff. A fee of \$460.00 has been paid as this is not a health and human safety issue.

This street name assignment does not imply Travis County maintenance in any way. Street name signs are the responsibility of the property owners.

ISSUES AND OPPORTUNITIES:

This street is not a road that Travis County maintains.

FISCAL IMPACT AND SOURCE OF FUNDING:

None

ATTACHMENTS/EXHIBITS:

Map-1 Petition

REQUIRED AUTHORIZATIONS:

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

CC:				
-				

: : 4101 - Road, Bridge, Fleet Svs - Dimensional Place

GERALD DAUGHERTY, COMMISSIONER, PCT. THREE

STATE OF TEXAS	§		
COUNTY OF TRAVIS	§ § §		
	ORDER NO.		
WHEREAS, the owner of a con Committee for a street name assignment for		_	dress Coordination
WHEREAS, the one property own	ner has paid the f	ee of \$460.00;	
WHEREAS, a public hearing wa assignment; and	s held on April	30, 2013, pursuant	to the street name
THEN BE IT THEREFORE ORD Texas, that the private street be named as	-	Commissioners Court	t of Travis County,
PRECINCT THREE:			
A	PRIVATE STR	EET TO	
"DI	MENSIONAL 1	PLACE"	
PASSED AND ADOPTED THE	DAY OF _		, 2013.
SAMUEL T. I	BISCOE, COUN	TY JUDGE	
RON DAVIS, COMMISSIONER, PCT. ONE		SARAH ECKHAI COMMISSIONER	•

MARGARET GOMEZ,

COMMISSIONER, PCT. FOUR

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS WILL HOLD A PUBLIC HEARING ON TUESDAY, APRIL 30, 2013 AT 9:00 A.M. PURSUANT TO THE REQUEST FOR A STREET NAME ASSIGNMENT.

THIS PRIVATE STREET IS LOCATED OFF RM 2222 NEAR CAPITAL OF TEXAS HIGHWAY TO BE KNOWN AS "DIMENSIONAL PLACE".

A PUBLIC HEARING WILL BE HELD IN THE COMMISSIONERS COURTROOM,
TRAVIS COUNTY ADMINISTRATION BUILDING, 700 LAVACA STREET, FIRST
FLOOR, AUSTIN, TEXAS.

FOR FURTHER INFORMATION ON THIS STREET NAME ASSIGNMENT PLEASE CALL 854-7642.



March 21, 2013

Ms. Gayla Dembkowski
Travis County Transportation & Natural Resources
P.O. Box 1748
Austin, TX 78767

Re:

Petition Request to Name a Private Drive 6300 Bee Cave Road, Austin, TX 78746

Dear Ms. Dembkowski:

As sole owner of the office complex located 6300 Bee Cave Road we would like to submit a petition to name our private drive at the west entrance to our property "Dimensional Place." The drive is at a TXDOT signal intersection installed for the benefit of our office complex.

Enclosed please find aerial map exhibit of the intersection as well as a check payable to Travis County for \$460.00 for the petition request.

We truly appreciate your consideration and do not hesitate to contact me at 512.306.7400.

Sincerely,

Stephen Jones

Vice President - Corporate Services

Enc.

Dimensional Place

(formerly known as Palisades West)

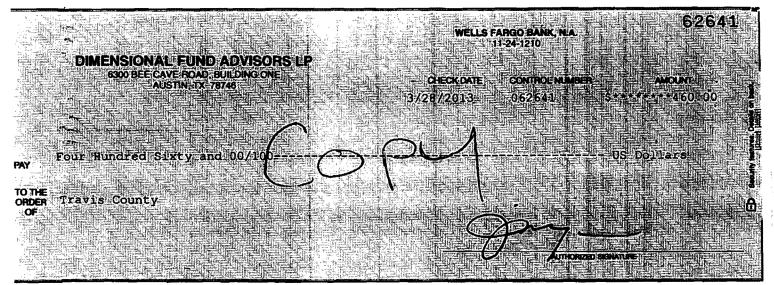
6300 Bee Cave Road (RM 2244) Austin, Texas 78746



Request to name signalized private drive to

Dimensional Place

OUR REF. NO.	YOUR INVOICE NO.	INVOICE DATE	INVOICE AMOUNT	AMOUNT PAID	DISCOUNT TAKEN	NET CHECK AMOUNT
070546	Dimensional PL	3/21/2013	460.00	460.00	0.00	460.00
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	-				\$ a	



#O62643# #121000248# 4647114487#



Travis County Commissioners Court Agenda Request

Meeting Date: April 30, 2013

Prepared By: Michael Hettenhausen Phone #: 854-7563

Division Director/Manager: Anna Bowlin, Division Director, Development Services

and Long Range Planning

Department Head: Steven M. Manilla, P.E., County Executive-TNR Sponsoring Court Member: Commissioner Daugherty, Precinct Three

AGENDA LANGUAGE: Consider and take appropriate action on a plat for recording: Great Oaks Estates Amended Plat of Lots 22, 23, 24, 25, and 27 (Amended Final Plat - One Lot - Round Mountain Circle - City of Leander ETJ) in Precinct Three.

BACKGROUND/SUMMARY OF REQUEST:

This amended final plat proposes to combine lots 22, 23, 24, 25, and 27 within the Great Oaks Estates subdivision to create one 25.7 acre single family residential lot. There are no new public or private streets proposed with this amended final plat. Parkland dedication, fees in lieu of parkland dedication, or fiscal surety is not required for this amended final plat. Water service to be provided by individual water wells, and wastewater service to be provided by on-site septic facilities.

STAFF RECOMMENDATIONS:

As this amended final plat application meets all Travis County standards, TNR staff recommends approval of the amended final plat.

ISSUES AND OPPORTUNITIES:

This application was originally submitted in December 2011, so the application is not subject to Travis County's Water Availability rules for subdivisions utilizing individual water wells, which were adopted August 2012.

Per Texas Local Government Code 232.011, this amended final plat will not require a public hearing.

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A

ATTACHMENTS/EXHIBITS:

Precinct map Location map

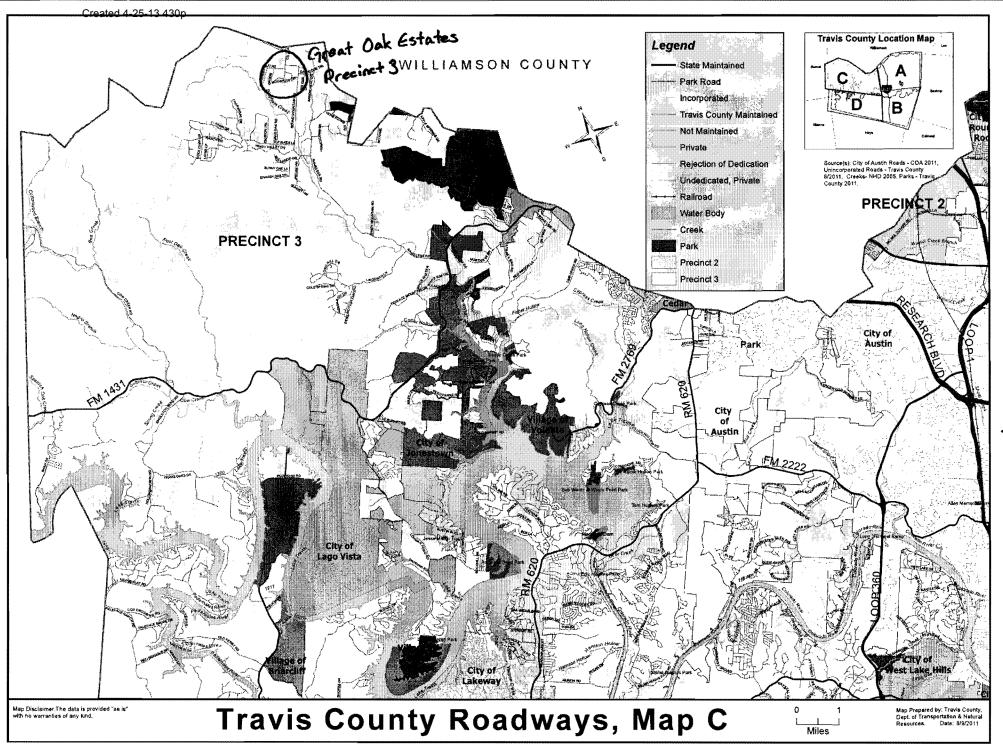
Existing final plat (Great Oaks Estates) Proposed final plat

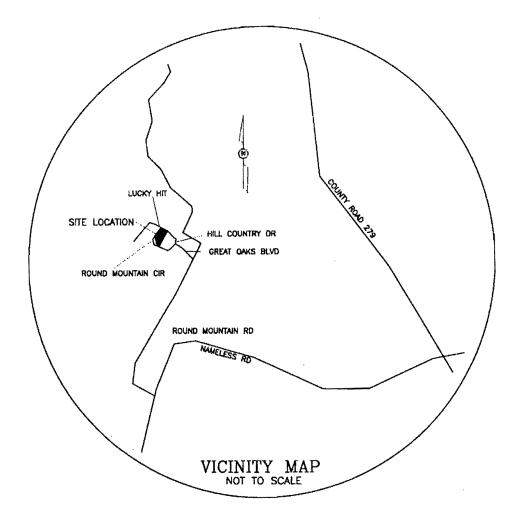
REQUIRED AUTHORIZATIONS:

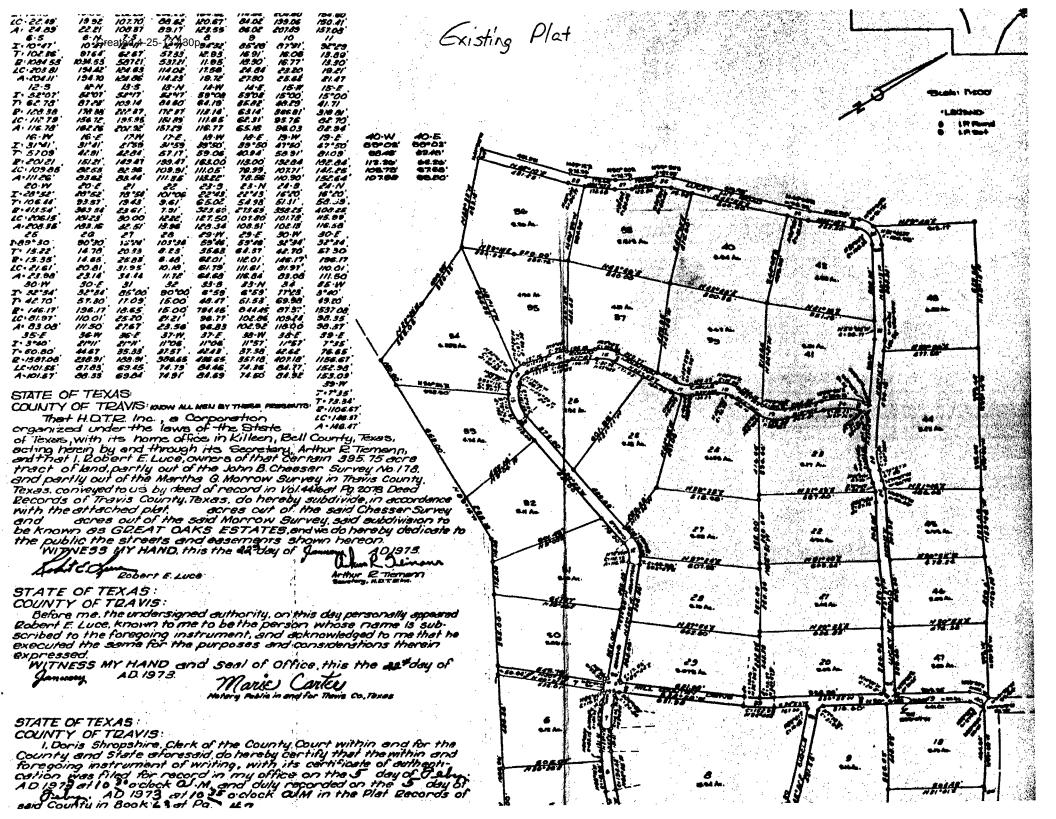
Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
CC:			

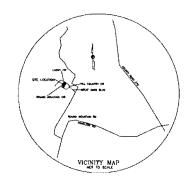
SM:AB:mh

1101 - Development Services Long Range Planning - Great Oaks Estates Amended Plat of Lots 22, 23, 24, 25, and 27









GREAT OAKS ESTATES, AMENDED PLAT OF LOTS 22, 23, 24, 25 AND 27

TRAVIS COUNTY CONSUMER PROTECTION NOTICE FOR HOMEBUYERS

IF YOU ARE BUYING A LOT OR HOME, YOU SHOULD DETERMINE WHETHER IT IS INSIDE OR OUTSIDE THE CITY LIMITS.

DEPENDING ON STATE LAW AND OTHER FACTORS, LAND OUTSIDE THE CITY LIMITS MAY BE SUBJECT TO FEWER LOCAL GOVERNMENT CONTROLS OVER THE DEVELOPMENT AND USE OF LAND THAN INSIDE THE CITY LIMITS.

BECAUSE OF THIS, LOCAL GOVERNMENT MAY NOT BE ABLE TO RESTRICT THE NATURE OR EXTENT OF DEVELOPMENT NEAR THE LOT OR HOME NOR PROHIBIT NEARBY LAND USES THAT ARE INCOMPATIBLE WITH A RESIDENTIAL NEIGHBORHOOD.

THIS CAN AFFECT THE VALUE OF YOUR PROPERTY.
TRAVIS COUNTY REQUIRES THIS NOTICE TO BE PLACED ON SUBDIVISION PLATS. IT IS NOT A STATEMENT OR REPRESENTATION OF THE OWNER OF THE PROPERTY, THE SUBDIVIDER, OR THEIR REPRESENTATIVES.

GREAT OAKS ESTATES, AMENDED PLAT OF LOTS 22, 23, 24, 25 AND 27



STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

That I, Kotherine Owen Peovey, owner of Lots 22, 23, 24, 25 and 27 of Great Ooks Estates according to the map or plot of recorded in Book 63, Page 47 of the Plot Records of Travis County, Texas as conveyed in Document No. 2007059433 of the Official Public Records of Travis County, Texas, do hereby amend said lots as shown hereon per Texas Local Government Code Chapter 232.011 and do adopt this plot as the amended plot to be known as "CREAT OAKS ESTATES, AMENDED PLAT OF LOTS 22, 23, 24, 25 and 27", and do dedicate to the public use of oil streets and easements shown hereon, and that all restrictive coverants and restrictions from the previous subdivision apply to the omended plot.

KATHERINE OWEN PEAVEY Date 11110 ALHAMBRA DRIVE AUSTIN, TEXAS 78759

Print Norne Notary in end for the State of Texas My Commission expires:

I hereby certify that this plot and subdivision which represents an actual survey made on the ground under my supervision and the existing boundary monumentation is true and correct to the best of my knowledge.

ROGER L. WAY Registered Professional Land Surveyor No.# 3910

NOTE:

NO PORTION OF THIS SUBDIMISION LIES WITHIN A F.E.M.A. 100yr FLOODPLAIN AND IS DESIGNATED "ZONE X" PER F.E.M.A. FLOOD INSURANCE RATE MAP #48453C 0080H, DATED SEPT. 26, 2008 Commissioners Court Resolution

In approving this plot, the Commissioners Court of Travis County, Texas, assumes no obligation to build the streets, roads, and other public thoroughfores shown on this plot or only bridges or culverts in connection therewith. The building of oil streets, roads, and other public thoroughfores shown on this plot, and all bridges and culverts necessary to be constructed or placed in such streets, roads, or other public thoroughfores or in connection therewith, is the responsibility of the owner and/or developer of the tract of land covered by this plot in accordance with plane and specifications prescribed by the Commissioner's Court of Travis County, Texas.

The Owner(s) of the Subdivision shall construct the Subdivision's street and circinoge improvements (the "Improvements") to County Standards in order for the County to accept the public Improvements for maintenance or to release fiscal ascurity posted to secure private Improvements. To secure this obligation, the Owner(s) must post fiscal security with the County in the aneut of the estimated cost of the Improvements. The Owner(s) obligation to the Improvements to County Standards and to post the fiscal security to see the Improvements to County Standards and to post the fiscal security to see the Improvements to County Standards and the Improvements of the Owners and their successors and assigns until the public Improvements have been accepted for maintenance by the County, or the private improvements have been constructed and are performing to County Standards.

The authorization of this plot by the Commissioners Court for filing or the subsequent acceptance for mointenance by Travis County, Texas, of roads and streats in the subdivision does not obligate the County to install streat and signs or eract traffic control signs, such as speed limit, step signs, and yield signs, which is considered to be a part of the developer's

Travis County, Texas

GENERAL NOTES:

- This omended plot does not remove ony restrictions. This subdivision is subject to oil general notes and restrictions appearing on the plot of Great Cale Estates recorded at Book 63, Page 47 of the Plot Records of Travia Courth Tevre.
- 2. No lot in this subdivision shall be occupied until water satisfactory for human consumption is available from a source on the land, a community source, or a public source, in adequate supply for family use and operation of a septic tank. Said septic tank system to have a capacity of not less than 750 gollons with a drain field of not less than 300 square feet, and shall be installed in accordance with the regulations of the City-County Health Officer and shall be inspected and approved by such officer. This restriction is enforced by the City of Austin Travis County Health Unit and/or subdivider.
- 3. A Travis County development permit is required prior to eite development
- No objects, including but not limited to, buildings, fences, or londscoping, shall be allowed in a drainage easement except as approved by Travis County and the City of Leander.
- Property owner and/or his/her assigns shall provide for access to the drainage easements as may be necessary and shall not prohibit access by Trias County and the City of Leander for inspection or maintenance of said easements.
- 6. All drainage easements on private property shall be maintained by the owner and/or his/her assigns.
- 7. This subdivision is subject to lease agreement (Third Tract) as recorded in Valume 6565, Page 468 of the Deed Records of Travis County, Texas.
- 8. This subdivision is subject to a Blanket Type Electric Easement as recorded in Volume 4429, Page 89 of the Deed Records of Travis County, Texas.
- 9. Water service will be provided by individual water wells.

E.T.J. NOTE:

This tract of land lies within the Extra Territorial Jurisdiction of the City of Leander, Texas.

Approved this the ____ day of ____, 20__ A.D. and authorized to be filed for record by the County Clerk at ____ County.

ATTEST:

Wayne S. Wotts, P.E., City Engineer City of Leander, Texas

Debbie Holle, City Secretary City of Leonder, Texas O.S.S.F. NOTES:

 No structure in this aubdivision shall be occupied until connected to a public sewer system or a private on—site wastewater (septci) system that has been approved and licensed by the Travis County On— Site Wasterwater Program.

- 2. No construction may begin on any lot in this subdivision until plans for the private on-site sewage disposal system are approved by the Travis county an-site wastewater program.
- Development on each lot in this subdivision shall be in compliance with the minimum requirements of the Title 30 of the Texas Administrative Code Chapter 285 and Travis County Code Chapter 48 that are in effect at the time of construction.
- These restrictions are enforced by the Travis County On-Site Wasterwater Program.
- 5. No structure in this subdivision shall be occupied until connected to a potoble water supply from an approved water system or private well.
- 6. No water well in this subdivision may be located within 150 feet of the subdivision boundary without the consent of the adjaining land awner(s).
- 7. Until On-Site Sewage Facility planning materials are submitted and approved for this subdivision, an an-site sewage facility can only be permitted for the current owner or subsequent owners that are related to the current owner within the third degree by consanguishly of affinity, as determined under Texas Government Cade, Chapter 573.

Stocey Schaffal, D.	R,	Date
Program Manager		
On-Site Wastewater	Program	
INQ_Termin County		

STATE OF TEXAS

COUNTY OF TRAVIS

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he	do	y of_				20		. A.D)		

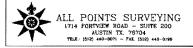
STATE	OF	TEXAS

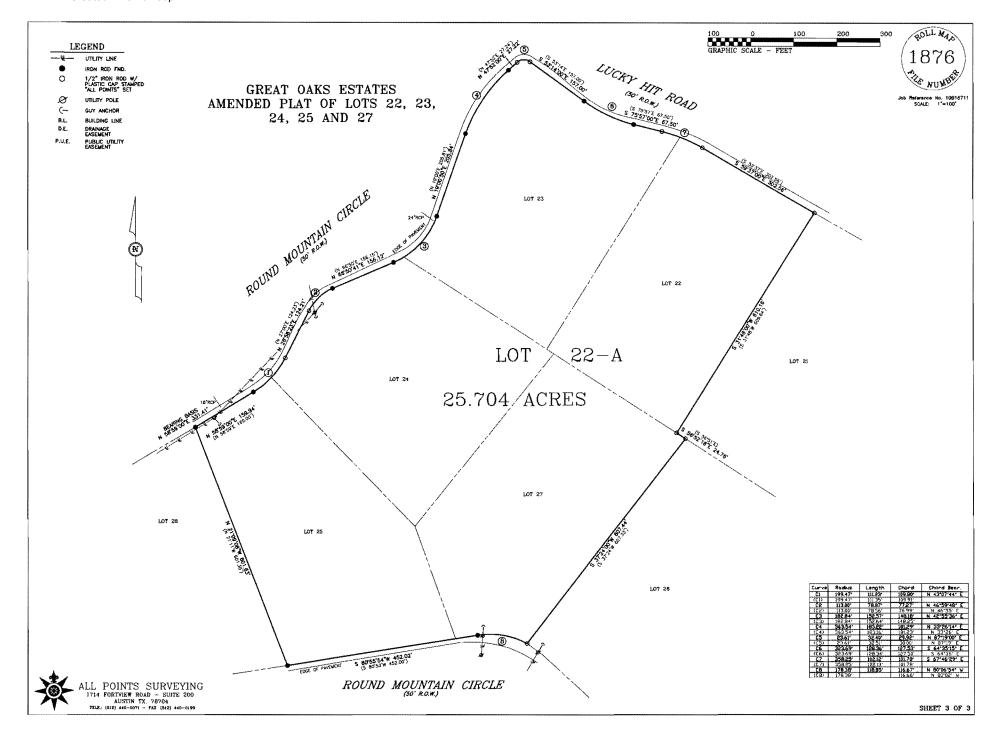
COUNTY OF TRAVES

I, Dano DeBeauvoir, Clerk of Trovis County, Texas, do hereby certify that th foregoing instrument of writing and its certificate of authentication was flies for record in my office on the
20 A.D. at a clock M., of soid County and State in Dacument Number of the Official Public Records at Travia County.

Witnese m	ny hond	ond	360	of	office	of	the	county	cierk,	this
the	day of				, 20	ـــــ	. A.I	٠		

Deputy, County	Clark	
Travia County	evne .	





Created 4-25-13 430p

Item 11



Travis County Commissioners Court Agenda Request

Meeting Date: April 30, 2013

Prepared By: Paul Scoggins Phone #: 854-7619

Division Director/Manager: Donald W. Ward, P.E., Assistant Public Work Driector

- Road and Bridge Division

Department Head: Steven M. Manilla, P.E., County Executive-TNR Sponsoring Court Member: Commissioner Eckhardt, Precinct Two

AGENDA LANGUAGE: Consider and take appropriate action on the following in Precinct Two:

- A) the acceptance of the dedication of the public street and drainage facilities within Steiner Ranch Phase 1, Section 4B; and
- B) a proposed license agreement with Steiner Ranch Master Association for improvements within the ROW of Section 4B.

BACKGROUND/SUMMARY OF REQUEST:

The Steiner Ranch Phase One, Section 4B was recorded on December 6, 1996 at Volume 98, Pages 29-31. This subdivision has been inspected for conformance with approved plans and specifications as listed. It will be accepted under the regulations of the Standards for Construction of Streets and Drainage in Subdivisions approved by Commissioners Court August 28, 1997, in which the subdivision is accepted before the one-year performance period has ended.

The completed sidewalks within these subdivisions have been inspected by a Registered Accessibility Specialist. Violations were found. The owner has submitted a check in the amount \$64,500.00 as remediation fees for the violations. The stop signs, if any, are in the process of being approved under Chapter 251 of the Texas Transportation Code.

Steiner Ranch Phase One, Section 4B is accessed from Quinlan Park Road, a street maintained by Travis County. This action will add an overall total of 0.62 miles to the Travis County road system.

The applicant also requests to enter into a license agreement for private improvements within public ROW within the subject subdivision. The covered improvements do not reduce sight distance conditions or place unacceptable hazards in the clear recovery zone.

STAFF RECOMMENDATIONS:

TNR staff recommends approval of the proposed motions.

ISSUES AND OPPORTUNITIES:

The construction of this project has been considered complete since 1997. However, not receiving certain "Requirements..." list items, along with the sidewalk issues, kept the County from moving forward with their acceptance. The outstanding items have now been submitted and the sidewalk issues have been addressed. Travis County staff will consider the time between the approximate completion date (1997) and the Commissioners Court acceptance date as the warranty period for this subdivision. All Travis County issued punch list items have been addressed.

In regards to the proposed license agreements, "...the ASSOCIATION agrees to and shall indemnify, defend and hold harmless the COUNTY and its officers, agents and employees against all claims, suits, demands, judgments, expenses, including attorney's fees, or other liability for personal injury, death, or damage to any person or property, which arises from or is in any manner connected to or caused in whole or in part by the ASSOCIATION's construction, maintenance or use of the Licensed Property." The TC Twin Creeks Community, Inc. (the "ASSOCIATION") has provided insurance that adds Travis County as an additional insured for the improvements as described in the attached agreements. The improvements will maintain the 7' clear zone in order to adequately address the safety of the traveling public. The proposed license agreements utilize the standard form.

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A.

ATTACHMENTS/EXHIBITS:

TNR Approval Letters
Lists of Streets
Requirements for Approval
RAS List
Remediation Fee Letter
License Agreement
Location Maps

REQUIRED AUTHORIZATIONS:

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

CC:

Stacey Scheffel	Program Manager	TNR Permits	854-7565
Charles Allen	Inspector	Development Services	266-3314

SM:AB:ps

1101 - Development Services - Steiner Ranch Phase One, Section 4B

TRANSPORTATION AND NATURAL RESOURCES

STEVEN M. MANILLA, P.E., COUNTY EXECUTIVE

700 Lavaca Street-5th Floor Travis County Administration Building PO Box 1748 Austin, Texas 78767 Phone: (512) 854-9383

Phone: (512) 854-9383 Fax: (512) 854-4697



CONSTRUCTION ACCEPTANCE/PERFORMANCE PERIOD INSPECTION FOR RELEASE OF FISCAL

DATE: January 10, 2013

TO:

DEVELOPER:

Taylor Morrison of Texas 11200 Lakeline Blvd.

Suite 150A

Austin, TX 78717

ENGINEER:

Espy, Huston, & Associates, Inc.

P.O. Box 519

Austin, TX 78767

SUBJECT: Steiner Ranch Phase 1, Section 4B

Effective this date, streets and/or drainage construction within this subdivision appear to be in conformance with the approved construction documents. This subdivision has completed the one (1) year performance period. All performance period maintenance punch list items have been completed and/or corrected. 100% of the un-constructed residential sidewalks (if any) will remain until all of the sidewalks are constructed and have a positive inspection by a Registered Accessibility Specialist.

OTHER REMARKS:

BY:

TNR Assistant Public Works Director - Road and Bridge Division - Don W. Ward, P.E.

TNR Engineering Specific - Paul Scoggins

WWw

TNR Inspector - Charles Allen

1102 fiscal file

1105 Subdivision File

ACCEPTANCE OF DEDICATION OF STREETS AND DRAINAGE

SUBDIVISION Mapsco No. 491Y Steiner Ranch Phase One, Section 4B

Pct.# 2 Atlas No. L-06



RECORDED AT VOLUME 98, PAGES 29-31 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY - 12/06/1996

THIS SUBDIVISION CONTAINS 3 STREETS AS LISTED BELOW:

					TYPE OF	WIDTH OF	CURB &
# STREET NAME	FROM - TO	L.F.	MILES	ROW	PVMNT	PVMNT	GUTTER
1 Burkes Lane	SE corner of Lot 9, Blk C to end of cul-de-sac	1169_	0.22	50	HMAC	30' F-F	YES
2 Grimes Ranch Road	Steiner Ranch Blvd to NE corner of Lot 16, Blk B	790	0.15	60	HMAC	40' F- F	YES
3 Steiner Ranch Blvd	Quinlan Park Road to Grimes Ranch Road	1314	0.25	90_	HMAC	55' F-F	YES
	<u> </u>						
Total Footage/Mileage		3273	0.62				

THE TOTAL NUMBER OF LOTS IN THIS SUBDIVISION - 49

N/A ADDITIONAL LOTS SOLD FOR DEVELOPMENT

CONSTRUCTION OF STREETS AND DRAINAGE EXCEEDS MINIMUM COUNTY STANDARD FOR STREETS NUMBERED 1-3

IT IS RECOMMENDED THAT MAINTENANCE OF STREETS NUMBERED 1-3 TOTALING THE TRAVIS COUNTY COMMISSIONERS COURT IN PRECINCT TWO.

__0.62_ MILES BE ACCEPTED BY

___30-Apr-13

DATE

DP = DOUBLE PENETRATION HMAC = HOT MIX ASPHALT C = CONCRETE UPP = UNPAVED, PIT RUN UPS = UNPAVED, SELECT Donald W. Ward, PE

Assistant Public Works Director - Road and Bridge Division

DATE APPROVED BY COMMISSIONERS COURT

TaylorMorrison

TAYLOR MORRISON OF TEXAS, INC.

Austin Division 11200 Lakeline Blvd. Suite 150A Austin, TX 78717 p. (512) 328-8866 f. (512) 328-7988 taylormorrison.com

January 4, 2013

Mr. Paul Scoggins Travis County Transportation and Natural Resources P. O. Box 1748 Austin, Texas 78767

Re: Steiner Ranch, Phase One, Section 4B

Dear Paul:

Enclosed please find a check in the amount of \$64,500.00 for remediation fees in lieu of reconstructing and/or retrofitting driveways and sidewalks in the above referenced subdivision in Steiner Ranch.

Included is the list of the driveways and sidewalks to which the remediation applies.

Please let me know if you need anything else; I can be reached at 512.532.2128.

Sincerely,

Taylor Woodrow Communities/Steiner Ranch, Ltd.

Chad Harkin
Land Development Project Manager

CH/pjh Enclosures





Steiner Ranch Phase 1 Section 4B Sidewalks

Intersection of Burks Lane and Grimes Ranch Road Reconstruct 4 curb ramps,

1 at northeast corner

1 at the northwest corner

2 at the southwest corner

Driveway needs triangular section to connect to 2% crossing at driveway.

3107 Burkes Lane (2 required)

3111 Burkes (2 required)

3117 Burkes (1 required east side)

Driveway grades exceed 2% crossing, requires reconstruction/retrofit of driveway

3001 Burkes

3005 Burkes

3007 Burkes

3123 Burkes

3209 Burkes

Curb ramps

\$3,000.00 Each

Triangular repair

\$500.00 Each

Driveway Rebuild

\$10,000. Each

Driveway rehab

\$5,000.00 Each

Based upon the above, It looks like we would need them to post \$64,500.00

22TravisC3 TRAVIS COUNTY 411 W 13th Street 8th Floor Austin, TX 78701

TWC/STEINER RANCH, LTD 22912-00003439 Check Number Check Date Dec 14, 2012

Date	Invoice	Reference	Payment Amt	Retention	Discount L	ic. WHold.	Total Payment
	WC/STEINER RANCH, LTD 012 201212107	22902100-009000- General Infras	64,500.00	.00	.00	.00	64,500.00
Total Ro	emittance		64,500.00	.00	.00	.00	64,500.00

THE FACE OF THIS DOCUMENT IS PRINTED BLUE - THIS DOCUMENT CONTAINS A WATERMARK - VERIFY FOR AUTHENTICITY

TWC/STEINER RANCH, LTD

11:200 Lakeline Blvd Suite 150A Austin, TX 78717

Pay

VOID AFTER 120 DAYS

Sixty Four Thousand Five Hundred Dollars 00 Cents

То The TRAVIS COUNTY

Order 411 W 13th Street 8th Floor Of

Austin, TX 78701

Wachovia Bank, NA Pensacola, FL 32501

63-101/632

Date

Dec 14, 2012

Check Number 22912-00003439

Amount

\$64,500.00

PAYABLE IN U.S. DOLLARS

"OOOO3439" !O63210125: 2079900568833"

LICENSE AGREEMENT

STATE OF TEXAS	§
	§
COUNTY OF TRAVIS	§

This Agreement is made and entered into by and between Travis County, Texas, (the "COUNTY") and the Steiner Ranch Master Association (the "ASSOCIATION"), hereinafter collectively referred to as the "Parties", for the purposes and consideration described herein.

WITNESSETH:

WHEREAS, the COUNTY has accepted the dedication of the roads in Steiner Ranch, Phase One, Section 4B (Hancock Hill), a subdivision located in Travis County, being more particularly described in that certain plat recorded at Volume 98, Pages 29-31 of the Plat Records of Travis County, Texas (the "Subdivision"); and

WHEREAS, the ASSOCIATION plans to pay expenses and maintain certain lighting, landscaping and improvements in portions of the right-of-way at the entry of the subdivision at Steiner Ranch Blvd. and Grimes Ranch Road, and custom street signs in the rights-of-way in the Subdivision; and

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

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

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

I. Grant

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

II. Consideration

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

1. The beautification to be afforded to the community by the Improvements; and

2. The agreement by the ASSOCIATION to provide the below-specified insurance and indemnification in favor of the COUNTY.

III. County's Rights to Licensed Property

- A. This Agreement is expressly subject and subordinate to the present and future right of the COUNTY, its successors, assigns, lessees, grantees, and licensees, to construct, install, establish, maintain, use, operate, and renew any public utility facilities, franchised public facilities, roadways or streets on, beneath or above the surface of the Licensed Property. The COUNTY shall take reasonable measures to prevent damage to any Improvements on the Licensed Property, however, any damage to or destruction of the ASSOCIATION's property by the COUNTY in the exercise of the above-described rights shall be at no charge, cost, claim or liability to the COUNTY, its agents, contractors, officers or employees. Nothing in this Agreement shall be construed to limit in any way the power of the COUNTY to widen, alter or improve the Licensed Property pursuant to official action by the governing body of the COUNTY or its successors; provided, however, that the COUNTY shall provide the ASSOCIATION with at least thirty (30) days prior written notice of any such contemplated action.
- B. NOTWITHSTANDING ANY PROVISIONS IN THIS AGREEMENT TO THE CONTRARY, THE COUNTY RETAINS THE RIGHT TO ENTER UPON THE LICENSED PROPERTY, AT ANY TIME AND WITHOUT NOTICE, ASSUMING NO OBLIGATION TO THE ASSOCIATION, TO REMOVE ANY OF THE IMPROVEMENTS OR ALTERATIONS THEREOF, WHENEVER SUCH REMOVAL IS DEEMED NECESSARY FOR: (A) EXERCISING THE COUNTY'S RIGHTS OR DUTIES WITH RESPECT TO THE LICENSED PROPERTY; (B) PROTECTING PERSONS OR PROPERTY; OR (C) THE PUBLIC HEALTH OR SAFETY WITH RESPECT TO THE LICENSED PROPERTY.

IV. Insurance

- A. The ASSOCIATION shall, at its sole expense, provide extended public liability insurance coverage, written by a company acceptable to the County, licensed to do business in Texas, in the amounts of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) per occurrence and ONE MILLION DOLLARS (\$1,000,000.00) in the aggregate for property damage and personal injury and death, which coverage may be provided in the form of a rider and/or endorsement to a previously existing insurance policy. Such insurance coverage shall specifically name the COUNTY OF TRAVIS as co-insured or as an additional insured. This insurance coverage shall cover all perils arising out or connected in any way to the activities of the ASSOCIATION, its officers, employees, agents or contractors, relative to this Agreement. The ASSOCIATION shall be responsible for any deductibles stated in the policy. A true copy of each instrument affecting such additional coverage shall be delivered to the COUNTY'S County Executive of Transportation & Natural Resources Department within twenty-one (21) days of the effective date of this Agreement.
- B. The ASSOCIATION shall not cause any insurance to be canceled nor permit any insurance to lapse. All insurance certificates shall include a clause to the effect that the

policy shall not be canceled, reduced, restricted or otherwise limited until thirty (30) days after the COUNTY has received written notice as evidenced by a return receipt of registered or certified mail.

V. Indemnification

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

VI. Conditions

- A. Compliance with Regulations. The ASSOCIATION agrees that all construction, maintenance and repair permitted by this Agreement shall be done in compliance with all applicable City, County, State and/or Federal policies, traffic, building, health and safety ordinances, laws and regulations.
- B. ASSOCIATION's Responsibilities. The ASSOCIATION will be responsible for any damage to or relocation of existing facilities required by the construction of the improvements. Further, the ASSOCIATION shall reimburse the COUNTY for all reasonable costs incurred by the COUNTY in replacing or repairing any property of the COUNTY or of others which was damaged or destroyed as a result of activities under this Agreement by or on behalf of the ASSOCIATION.
- C. Maintenance. The ASSOCIATION shall maintain the Licensed Property by keeping the area free of debris and litter. The removal of dead, or dying, plants shall also be handled by the ASSOCIATION at its expense.
- D. Removal or Modification. The ASSOCIATION agrees that removal or modification of any improvements now existing or to be later replaced shall be at the ASSOCIATION's sole discretion, except where otherwise provided by this Agreement. This Agreement, until its expiration or revocation, shall run as a covenant on the land on the above-described real property, and the terms and conditions of this Agreement shall be binding on any successors and assigns in interest to the ASSOCIATION or the COUNTY. A written memorandum of this agreement shall be filed in the Official Public Records of Travis County, Texas.
- E. Security Deposit. The ASSOCIATION shall provide the COUNTY with cash in a cashier's check in the amount of THREE THOUSAND SIX HUNDRED AND NO/100 DOLLARS (\$3,600.00). Cash provided to the COUNTY will be deposited with the

County Treasurer and interest, on the amount, will be paid to the ASSOCIATION, on an annual basis upon the receipt by the Treasurer of a letter requesting such interest. The only condition to a draft on the cash security shall be a letter from the Travis County Judge indicating that the ASSOCIATION has not fulfilled its obligations under this Agreement and that the COUNTY has incurred or will incur expenses with regard to the Improvements located on, upon or in the Licensed Property.

F. Default. In the event that the ASSOCIATION fails to maintain the Licensed Property, then the COUNTY shall give the ASSOCIATION written notice thereof by registered or certified mail, return receipt requested, to the addresses set forth below. The ASSOCIATION shall have thirty (30) days from the date of receipt of such notice to take action to remedy the failure complained of and, if the ASSOCIATION does not satisfactorily remedy the same within the thirty (30) day period, the COUNTY may, at the COUNTY'S option, perform the work or contract for the completion of the work. In addition, the ASSOCIATION agrees to pay, within thirty (30) days of written demand by the COUNTY, all reasonable costs and expenses incurred by the COUNTY in completing the work.

VII. Commencement; Termination by Abandonment

This Agreement shall begin on the date of full execution and continue thereafter for so long as the Licensed Property shall be used for the purposes set forth herein, unless terminated under other provisions of this Agreement. If the ASSOCIATION abandons the use of all or any part of the Licensed Property for such purposes set forth in this Agreement, then this Agreement, as to such portion or portions abandoned, shall expire and terminate following thirty (30) days written notice by the COUNTY to the ASSOCIATION, if such abandonment has not been remedied by the ASSOCIATION within such period. The COUNTY shall thereafter have the same title to the Licensed Property so abandoned as though this Agreement had never been made and shall have the right to enter on the Licensed Property and terminate the rights of the ASSOCIATION, its successors and assigns hereunder. All installations of the ASSOCIATION not removed shall be deemed property of the COUNTY as of the time abandoned.

VIII. Termination

- A. Termination by the ASSOCIATION. The ASSOCIATION may terminate this Agreement by delivering written notice of termination to the COUNTY not later than thirty (30) days before the effective date of termination. If the ASSOCIATION so terminates, then it may remove installations, that it made, from the Licensed Property, within the thirty (30) day notice period. Any installations not removed within said period are agreed to be the property of the COUNTY.
- B. Termination by County. The COUNTY may revoke this Agreement at any time, if such revocation is reasonably required by the public interest, after providing at least thirty (30) days prior written notice to the ASSOCIATION. Subject to prior written notification to the ASSOCIATION or its successors in interest, this Agreement is revocable by the COUNTY if:

- 1. The Improvements, or a portion of them, interfere with the COUNTY'S use of the Licensed Property;
- 2. Use of the Licensed Property becomes necessary for a public purpose;
- 3. The Improvements, or a portion of them, constitute a danger to the public, which the COUNTY deems not to be remediable by alteration or maintenance of such Improvements;
- 4. Despite thirty (30) days written notice to the ASSOCIATION, maintenance or alteration necessary to alleviate a danger to the public has not been made; or
- 5. The ASSOCIATION fails to comply with the terms and conditions of this Agreement, including, but not limited to, the insurance requirements specified herein.

If the ASSOCIATION abandons or fails to maintain the Licensed Property, and the COUNTY receives no substantive response within thirty (30) days following written notification to the ASSOCIATION, then this Agreement shall terminate and the COUNTY may remove and/or replace all Improvements or a portion thereof and collect from ASSOCIATION the COUNTY'S actual expenses incurred in connection therewith.

IX. Eminent Domain

If eminent domain is exerted on the Licensed Property by paramount authority, then the COUNTY will, to the extent permitted by law, cooperate with the ASSOCIATION to effect the relocation of the ASSOCIATION's affected installations at the ASSOCIATION's sole expense. The ASSOCIATION shall be entitled to retain all monies paid by the condemning authority for its installations taken, if any.

X. Interpretation

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

XI. Application of Law

This Agreement shall be governed by the laws of the State of Texas. If the final judgment of a court of competent jurisdiction invalidates any part of this Agreement, then the remaining parts shall be enforced, to the extent possible, consistent with the intent of the Parties as evidenced by this Agreement.

XII. Venue

TO THE EXTENT ALLOWED BY TEXAS LAW, IT IS AGREED THAT VENUE FOR ALL LAWSUITS CONCERNING THIS AGREEMENT WILL BE IN TRAVIS COUNTY, TEXAS. THIS AGREEMENT CONCERNS REAL PROPERTY LOCATED

IN TRAVIS COUNTY, TEXAS, AND IS WHOLLY PERFORMABLE IN TRAVIS COUNTY.

XIII. Covenant Running with Land

This License Agreement and all of the covenants herein shall run with the land; therefore, the conditions set forth herein shall inure to and bind each party's successors and assigns.

XIV. Assignment

The ASSOCIATION shall not assign, sublet or transfer its interest in this Agreement without the written consent of the COUNTY. If such consent is granted, it shall then be the duty of the ASSOCIATION, its successors and assigns, to give prompt written notice to the COUNTY of any assignment or transfer of any of the ASSOCIATION's rights in this Agreement, giving name, date, address and contact person.

XV. Notice

Any notice and/or statement, required or permitted hereunder, shall be deemed to be given and delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses or at such other addresses specified by written notice delivered in accordance herewith:

ASSOCIATION:

Steiner Ranch Master Association, Inc. Attn: Scott Selman, Executive Director 12550 Country Trails Lane Austin, Texas 78732

COUNTY:

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

COPY TO:

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

COPY TO:

Honorable David A. Escamilla (or successor) Travis County Attorney P.O. Box 1748 Austin, Texas 78767 Attn: File No. 83.

XVI. Annexation by the City

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

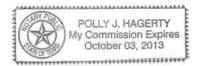
EXECUTED AS OF THE DATES SET FORTH BELOW:

	TRAVIS COUNTY, TEXAS
	By: Samuel T. Biscoe, County Judge Date:
ACKNO	WLEDGEMENT
THE STATE OF TEXAS	§ § §
COUNTY OF TRAVIS	§
	Notary Public in and for the State of Texas
	Printed/Typed Name
	My commission expires
TERMS AND CONDITIONS ACCEPTED,	this the day of, 2013.
	THE ASSOCIATION:
	By: Abid R. Khoury, President
	Date: 2.15.13

ACKNOWLEDGEMENT

THE STATE OF TEXAS	§
	§
COUNTY OF TRAVIS	§

This instrument was acknowledged before me on this the 15th day of February. 2013, by Abid R. Khoury as President of the Steiner Ranch Master Association, a Texas non-profit corporation, on behalf of said corporation.



Notary Public in and for the State of Texas

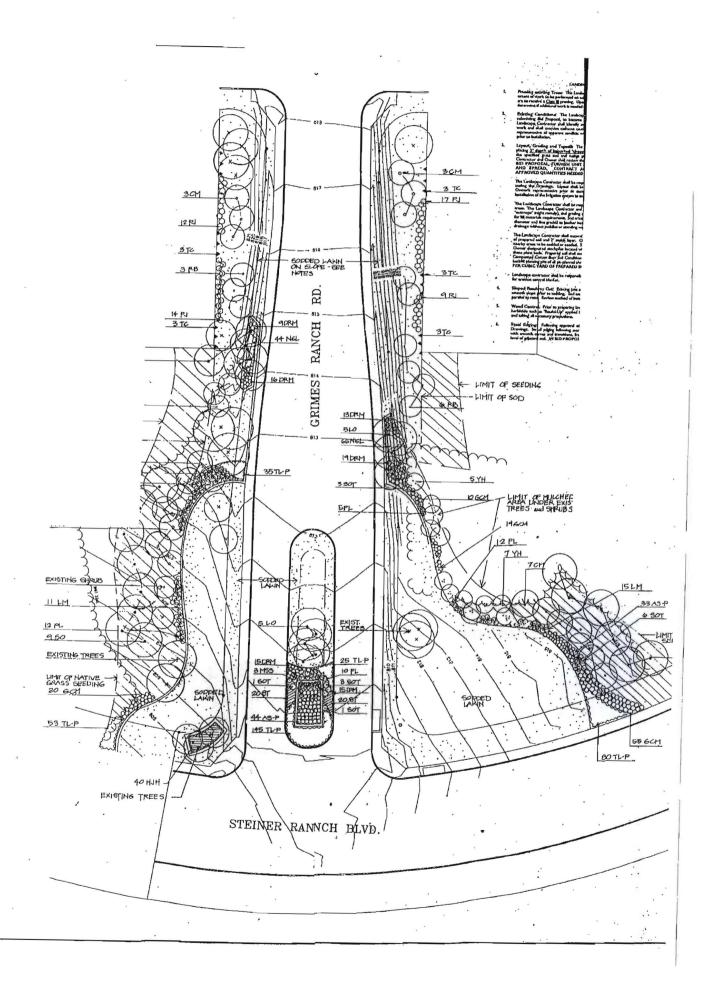
Printed/Typed Name

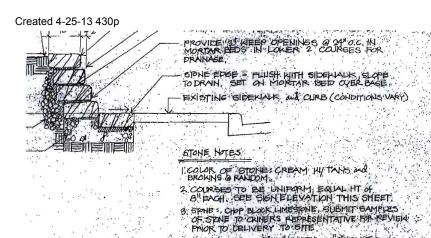
10.3.13

My commission expires

ADDRESS OF ASSOCIATION:

Steiner Ranch Master Association 12550 Country Trails Lane Austin, Texas 78732 512.266.7553





) STONE WALL DETAIL

LIGHTING LEGEND

Ground Mounted Sign Lights: "Hubbell' Area Fluorescent Floodlight AFF-040'(40 wait warm: Guorescent), with custom sheei aluminum shields (top and both sides), painted to match fixture; Install on 1/2" NPT x 14" long, black conduit staff placed in 12" round x 12" deep concrete plet;

4. STONE SIZE: 19" NO" DEPTH X 6"8" HEISHTX

Inground Landsdape Lights; Hadeo Inground Uplight 13G-H100HE 120 volt; guard; 100MH; 100WR 40 Melal Hallde: Install per manufacturer; s instructions.

- LANDSCAPE LIGHTING SPECIFICATION AND INSTALLIATION NOTES:

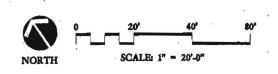
 Sign and Isindecape lighting system to be installed by licensed electrician with experience of installing landscape lighting systems of similar scope within the last Lighting Contractor, to provide all associated equipation such is as conduit, weather waterproof junction boxes ballasts connectors, ballecases, fine clocks, ten, necessary complete landscape lighting system. Lighting contractor shall seview proposed layor system and equipment locations with Landscape Architect and Owner prior to installation. Following installation, adjust light fathers as required until Owner, and Architect are satisfied with effect. Provide two-year warratory on all equipment, facility and installation.
- Refer to drawings for lamp type and wattage.

- 2. Refer to drawings for lamp type and wattage.

 3. Transformers for lamp type and wattage.

 3. Transformers for lamp type and wattage.

 3. In another the state of the state



Januards.	
	-
True Land	
	1
KEY MAP	
Nerth	
SHEET NAME PLANCOCK HILL PHASE I SECTION 4B	
LANDSCAPE CONSTRUCTION PLAN	
Project nos 962036-56	
SCALE: 1" = 20-0" FILE: 1\962032\ENT4B	
Drawn by BA	
Reviewed by Date: 4/18/97	
REVISIONS	
	100
SHEET NO.	
2 • 4	The same of the

Ropt# ERGHB 4-258/343062/6/96

VOI. 98 PS. 29 PLAT RECORDS TRAVIS COUNTY TEXAS Vol. 98

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

. THAT 521-DEVELOPMENT, LTD., ACTING HEREIN BY AND THROUGH ITS GENERAL PARTNER, D.M. RANCH DEVELOPMENT, INC., A TEXAS CORPORATION, WHOSE TREASURER IS JAMES D. PLASEK, BEING THE OWNER OF 23.24 ACRES OF LAND OUT OF THE HAITIE E. HANCOCK SURVEY NO. 70, LOCATED IN TRAVIS COUNTY TEXAS, BEING A PORTION OF THAT 200.95 ACRE TRACT CALLED "TRACT I" CONVEYED TO 521 DEVELOPMENT, LTD., AS RECORDED IN JOULUME 12411, PAGE 328, OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, DO HEREBY SUBDIVIDE THE SAID 23.24 ACRES OF LAND, PURSUANT TO TITLE 13.0F THAT AUSTIN CITY CODE ACRES OF LAND, PURSUANT TO TITLE 13.0F THAT AUSTIN CITY CODE ACRES OF LAND, PURSUANT TO TITLE 13.0F THAT AUSTIN CITY CODE ACRES OF LAND, PURSUANT TO TITLE 13.0F THAT AUSTIN CITY CODE ACRES OF LAND, PURSUANT TO TITLE 13.0F THAT AUSTIN CITY CODE ACRES OF LAND, PURSUANT TO TITLE 13.0F THAT AUSTIN CITY CODE ACRES OF LAND, PURSUANT TO TITLE 13.0F THAT AUSTIN CITY CODE ACRES OF LAND, PURSUANT TO TITLE 13.0F THAT AUSTINCT CONTROL THAT AUSTIN CITY CODE AND CHAPTER 212.0F

" STEINER RANCH, PHASE ONE. SECTION 48 "

AND DO HERBBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS AS SHOWN HEREON SUBJECT TO ANY RESTRICTIONS AND EASEMENTS HEREFORE GRANTED AND NOT RELEASED.

IN WITNESS WHEREOF, 521 DEVELOPMENT LTD., HAS CAUSED THESE PRESENTS TO BE EXECUTED THIS THE DAY OF DECEMBER . 1995. A D

BY UNIS D. PLEK

WEST OF VELOPMENT, LTD.

BY D.M. RANCH DEVELOPMENT, INC. CENERAL PARTNER

BY UNIS D. PLEK

FREAUER

LAMBER

L

THE STATE OF TEXAS COUNTY OF TRAVIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC, IN AND FOR TRAVIS COUNTY, TEXAS, ON THIS DAY PERSONALLY APPEARED JAMES D. PLASEK, KNOWN TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO IN THE FORECOME INSTRUMENT OF WRITING, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY HEREIN STATE.

WITNESS MY HAND AND SEAL OF OFFICE, THIS 14th DAY OF DECEMBER . 1395, 40

PRINTED NAME
MY COMMISSION EXPIRES 12 4

THE STATE OF TEXAS

I DONALD J. KIRBY, A REGISTERED PROFESSIONAL LAND SURVEYOR, AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING, DO HERBY CERTIFY THAT THIS PLAY COMPLIES WITH THE SURVEYING RELATED PORTION OF THIE 13 OF THE AUSTIN CITY CODE. 'S THUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND WAS PREPARED FROM A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERMISON.

CERTIFIED TO THIS THE 20 DAY OF February _ . 1996 AD

DONALD J. KIRBY
REUSIERED PROFESSIONAL LAND SURVEYOR
NO. 2508 - STATE OF TEXAS
SURVEY RESOURCES. INC.
P.O. BOX 162690
AUSTIN, TEXAS 78716-2690

APPROVED FOR ACCEPTANCE

AIRT GINCO WAY THE DEVELOPMENT TREWISES DEPORTMENT

ACCEPTED AND AUTHORIZED FOR RECORD BY THE PLANNING COMMISSION, CITY OF AUSTIN, TEXAS, THIS THE DAY OF MARCHE 1996. A D. 1996. A D.

IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS LITTS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS, AND DITHER PUBLIC THOROUGH ARES DELINEATED AND SHOWN ON THIS PLAT, AND ALL BRIDGES OR CULVERTS IN CESSARY TO BE CONSTRUCTED BY FLACED IN SUCH STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES, OR IN CONNECTION THEREWITH, SHALL BE THE RESPONSIBILITY OF THE COMMISSIONERS AND/OR THE DEVELOPER OF THE TRACT OF LAND COVERED BY THE PLAT IN ACCORDANCE WITH PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS, AND THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS AND THE PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, OR OF CONSTRUCTING ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH, BE IT RESOLVED BY THE COMMISSIONERS COURT OF TRAVIS COUNTY AND THE ACCEPTANCE FOR MAINTAINNING BY TRAVIS COUNTY, TEXAS, OF THE ROADS OR STREETS IN REAL ESTATE ACCEPTANCE FOR MAINTAINNING BY THE PROPERTY OF THE PROPERTY CONTROL OF THE DEVELOPER'S CONSTRUCTION, BUT THAT THE PROPERTY TO THE PROPERTY COUNTY.

THE STATE OF TEXAS

DO HERBY CREITY THAT ON THE COUNTY COURT, OF TRAVE COUNTY, TEXAS.

DO HERBY CREITY THAT ON THE TRAVE COUNTY, TEXAS DAY OF THE COMMISSIONERS COUNTY, TEXAS DAY OF THE FUNCTION RECORD OF THAT SOUTH THAT SAN OPPORT WAS DAY ENTERED IN THE MINUTES OF SAND COURT, IN BOOK THE PRACES.

BY: DEPUTALLE Ronnel

I, DANA DEBEAUVOIR, CLERK OF TRANS COUNTY, TEXAS DO HEREBY CERTIFY THAT THE FORECOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE OF THE DAY OF CONTROL 1996, AT 3:00 O'CLOCK P. M. AND DILLY RECORDED ON THE DAY OF CONTROL 1996, AT 3:00 O'CLOCK P. M. IN THE PLAT RECORDS OF SAID COUNTY AND STATE IN PLAT ROOK OR PACE(S) 27, 30,31

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THE OMY DAY

DANA DEBEAUVOIR, COUNTY CLERK, TRAVIS COUNTY LEXAS

DEPUTY L. Renteria

Described For RECORD AT 3:00 O'CLOCK

Described Day OF

DANA DEHEAUVOIR, COUNTY CLERK, TRAVIS COUNTY, TEXAS

BY. DEPUTY & Rentesia (1) PROSPERING (1) PROSPERING

NO PORTION OF THIS TRACT IS WITHIN THE DESIGNATED FLOOD HAZARD AREA AS SHOWN ON THE FEDERAL FLOOD INSURANCE ADMINISTRATION RATE MAP, COMMUNITY PANEL NO. 48453C-0285-E & 48453C-0290-E, TRAN'S COUNTY, TEXAS, DATED JUNE 16, 1993 IN ADDITION, THE 100-YEAR FLOOD PLAIN MUST BE CONTAINED IN DRAINAGE EASEMENTS.

12/21/95

DANNY R MARTIN
REGISTERED PROFESSIONAL ENGINEER
NO. — 44960 STATE OF TEXAS
ESPECY, HUSTON & ASSOCIATES, INC.
P.O. BOX 579
AUSTIN, TEXAS 78767

THIS IS TO CERTIFY THAT I AM AUTHORIZED TO PRACTICE THE PROFESSION OF ENGINEERING IN THE STATE OF TEXAS, THAT I REVIEWED THE PLAT SUBMITTED HEREWITH, AND THAT ALL INFORMATION SHOWN THEREON IS ACCURATE AND CORNECT TO THE BEST OF MY KNOWLEDGE AS RELATED TO THE ENGINEERING PORTIONS THEREOF, AND THAT SAD PLAT CONFLES WITH TILLE 13 OF THE AUSTIN CITY CODE OF 1981, AS AMENDED, AND ALL OTHER APPLICABLE CODES AND ORDINANCES.

12/21/95

DATE

DANNY R. MARTIN
REGISTREDE PROFESSIONAL ENGINEER
NO. 44960 STATE OF TEXAS
ESPEY, HUSTON & ASSOCIATES, INC.
P.O. BOX 519
AUSTIN, TEXAS
78767

PROJECT: STNR RANCH PHASE 1,SEC.4B JOB NUMBER: 2446-22 DATE: DECEMBER, 1994 SCALE: 1" = 100' SURVEYOR: DON KIRBY TECHNICIAN: AY

DRAWING: E\STNR\SEC4\244622FIELDNOTES: N/A
PARTYCHIEF: P.B.

SURVEY RESOURCES INC

206 WILD BASIN RD SUITE #200 P. O. BOX 162690 AUSTIN, TEXAS 78716 - 2690 (512) 328 - 8221

STEINER RANCH PHASE ONE

SHEET 1. OF 3 SRI PLAT NO E001-2446-04

Created 4-25-13 430p

NOTES:

1. ALL WATER AND WASTEWATER SYSTEM IMPROVEMENTS MUST BE IN ACCORDANCE WITH THE CITY OF AUSTIN WATER AND WASTEWATER SYSTEM DESIGN CRITERIA AND SPECIFICATIONS, TRAVES CO. TEVAS STANDARDS, AND STATE OF TEXAS STANDARDS.

ALL PLANS MUST BE PRESENTED TO THE CITY OF AUSTIN WATER AND WASTEWATER UTILITY FOR REVIEW AND APPROVAL.

- 2. PUBLIC SIDEWALKS, BUILT TO CITY OF AUSTIN STANDARDS, ARE REQUIRED ALONG THE FOLLOWING STREETS AND AS SHOWN BY A DOTTED LINE ON THE PLAT IN THE STREET RIGHT-OF-WAY. STEMER RANCH BOULEVARD BOTH SIDES; BURKS LANE EAST SIDE; CRIMES RANCH ROAD (90° R.O.W.) BOTH SIDES; GRIMES RANCH ROAD (90° R.O.W.) BOTH SIDES; GRIMES RANCH ROAD (50° R.O.W.) WEST SIDE. THESE SIDEWALKS SHALL BE IN PLACE PRIOR TO THE LOT BEING OCCUPIED. FAILURE TO CONSTRUCT THE REQUIRED SIDEWALKS MAY RESULT IN THE WITHHOLDING OF CERTIFICATES OF OCCUPANCY, BUILDING PERMITS, OR UTILITY CONNECTIONS BY THE GOVERNING BODY
- 3. THIS SUBDIVISION PLAT WAS APPROVED AND RECORDED BEFORE THE CONSTRUCTION AND ACCEPTANCE OF STREETS AND OTHER SUBDIVISION IMPROVEMENTS, PURSUANT TO THE TERMS OF A SUBDIVISION CONSTRUCTION AGREEMENT BETWEEN THE SUBDIVIDER AND THE CITY OF AUSTIN DATED MARY SUBDIVISION. THIS RESPONSIBLE FOR THE CONSTRUCTION OF ALL STREETS AND FACILITIES REEDED TO SERVE THE LOTS WITHIN THIS SUBDIVISION. THIS RESPONSIBILITY MAY BE ASSIGNED IN ACCORDANCE WITH THE TERMS OF THAT AGREEMENT. FOR THE CONSTRUCTION AGREEMENT PERTAINING TO THE SUBDIVISION, SEE SEPARATE INSTRUMENT RECORDED IN VOLUME 12828 PAGE 1722 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS.
- 4. NO OBJECTS, INCLUDING BUT NOT LIMITED TO BUILDINGS, FENCES, OR LANDSCAPING SHALL BE ALLOWED IN DRAINAGE EASEMENTS EXCEPT AS APPROVED BY THE CITY OF AUSTIN AND TRAMS-COUNTY.
- ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNERS OR THEIR ASSIGNS
- PROPERTY OWNERS SHALL PROVIDE FOR ACCESS TO DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY GOVERNMENTAL AUTHORITIES. ACCESS BY GOVERNMENTAL AUTHORITIES
- ALL CORNER LOTS SHALL HAVE DRIVEWAY ACCESS TO THE LESSER STREET BY CLASSIFICATION
- 8 THE OWNER OF THIS SUBDIVISION, AND HIS OR HER SUCCESSORS AND ASSIGNS, ASSUMES RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS WHICH COMPLY WITH APPLICABLE CODES AND REQUIREMENTS OF THE CITY OF AUSTIN THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT PLAT VACATION OR REPLATTING MAY BE REQUIRED AT THE OWNER'S SOLE EXPENSE, IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COUPLY WITH SUCH CODES AND REQUIREMENTS
- PRIOR TO CONSTRUCTION ON THE LOTS IN THIS SUBDIVISION, DRAINAGE PLANS WILL BE SUBMITTED TO THE CITY OF AUSTIN FOR REVIEW THIS SUBDIVISION IS EXEMPT FROM STORM WATER DETENTION REQUIREMENTS PER SECTION 1.2.2E OF THE CITY OF AUSTIN DRAINAGE
- 10. A TRAVIS COUNTY DEVELOPMENT PERMIT IS REDUIRED PRIOR TO ANY SITE DEVELOPMENT.
- 11 STREETS WITHIN THIS SUBDIMISION SHALL BE CONSTRUCTED TO CITY OF AUSTIN ALTERNATE URBAN STANDARDS
- 12 BENCHMARKS:

ELEVATION= 779.60

ELEVATION: 801 47

ELEVATION = 791 69

SQUARE CUT IN THE SOUTHERN CORNER OF THE CONCRETE FOOTING OF THE METAL ELECTRIC TRANSMISSION LINE TOWER AT THE END OF THE EXISTING STEINER RANCH BOULEVARD IN THE 100' WIDE, L.C. R.A. EASEMENT.

BOAT-SPIKE IN THE EAST FACE OF A 10" OAK TREE LOCATED NEAR THE CEMETARY, AND APPROXIMATELY AT STAHON 158+10, 100" LEFT OF STEINER RANCH BOULEVARD

BM RP-#050

"X" ON TOP OF A BOLT AT THE NORTHEAST CORNER OF EASTERLY CONCRETE FOOTER OF THE ELECTRIC TOWER LOCATED APPROXIMATELY AT CENTER LINE STATION 168+50, 30 RIGHT.

- 13. LOT 35 BLOCK A AND LOT 27 BLOCK C ARE RESERVED AS GREENBELT, DRAINAGE AND PUBLIC UTILITY EASTMENTS TO BE OWNED AND MAINTAINED BY THE OWNER OF HIS/FIRE ASSIGNS. PUBLIC UTILITY EASTMENTS ARE DEFINED ON THIS PLAT. THESE LOTS ARE RESTRICTED CAINST RESIDENTIAL DEVELOPMENT, IMPERIOUS COVER, OTHER THAN DRAINAGE FACILITIES), AND CONSTRUCTION ON SLOPES IN ACCORDANCE WITH THE LAKE AUSTIN ORDINANCE, SECTIONS 13-3-621 AND 13-3-522. A COVENANT RESTRICTING THESE LOTS AGAINST RESTRICTING THE ALLOWADLE RECREATIONAL USES HAS BEEN RECORDED IN VOLUME LEAST. PAGE LLOW, OF THE TRAINS COUNTY REAL PROPERTY RECORDS.
- 14. IMPERVIOUS COVER ON EACH RESIDENTIAL LOT IS LIMITED TO 2,500 SOUARE FEET
- THIS SUBDIVISION IS LOCATED WITHIN THE LAKE AUSTIN WATERSHED AND IS IN COMPLIANCE WITH THE LAKE AUSTIN WATERSHED ORDINANCE.
- NO CUT OR FILL ON ANY LOT WITHIN THIS SUBDIVISION SHALE EXCEED A MAXIMUM OF FOUR (4) FEFT, EXCEPT FOR STRUCTURAL EXCAVATION OR WHLRE VARIANCES HAVE BEEN APPROVED BY THE CITY OF AUSTIN
- EROSION/SEDIMENTATION CONTROLS ARE REQUIRED FOR ALL CONSTRUCTION ON INDIVIDUAL LOTS, INCLUDING DETACHED SINGLE-FAMILY AND DUPLEX CONSTRUCTION. IN ACCORDANCE WITH THE CITY OF AUSTIN'S ENVIRONMENTAL CRITERIA MANUAL
- 18 SECTION 13-3-627 OF THE LAKE AUSTIN WATERSHED ORDINANCE SPECIFIES THAT DEVELOPMENTS WITH IMPERVIOUS COVER EXCEEDING 18% ON SLOPES 25% AND UNDER SHALL HAVE STRUCTURAL WATER QUALITY CONTROLS IMPERVIOUS COVER FOR THIS SUBDIVISION DOES NOT EXCEED 18% AND WATER QUALITY CONTROLS ARE NOT REQUIRED.
- NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL THE BUILDING IS CONNECTED TO THE TRAVIS COUNTY W.C. & I.D. NO.17 WATER SYSTEM AND STEINER UTILITY COMPANY WASTEWATER SYSTEM.
- 20. IN ACCORDANCE WITH SECTION 13-5-86(b), FOR A DISTANCE OF 25 FECT FROM THE RICHT-OF-WAY LINE DRIVEWAY GRADES MAY EXCEED 14% ONLY WITH THE SPECIFIC APPROVAL OF THE CITY DEPARTMENT OF PLANNING AND DEVELOPMENT.
- THE ELECTRIC UTILITY HAS THE RIGHT TO CUT AND TRIM TREES AND SHRUBBERY. AND REMOVE OBSTRUCTIONS TO THE EXTENT NECESSARY TO KEEP THE EASEMENTS CLEAR OF OBSTRUCTIONS
- 22 THE OWNER/DEVELOPER OF THIS SUBDIVISION/LOT SHALL PROVIDE THE CITY OF AUSTIN ELECTIC UTILITY DEPARTMENT WITH ANY EASEMENT AND/OR ACCESS REQUIRED FOR THE INSTALLATION AND ONGOING MAINTENANCE OF DVERHEAD AND UNDERGROUND ELECTRIC FACILITIES NECESSARY TO SERVE THIS SUBDIVISION/LOT.
- NO DRIVEWAY SHALL BE CONSTRUCTED CLOSER THAN 150 FEET TO THE EDGE OF PAVEMENT OF AN ARTIFICIAL STREET. NO DRIVEWAY SHALL BE CONSTRUCTED CLOSER THAN SO FEET TO THE EOGE OF PAVEMENT OF AN INTERSECTING LOCAL OR COLLECTOR STREET.
- 24 WITHIN THE SIGHT DISTANCE EASEMENT SHOWN ON LOT 35, BLOCK A , ANY OBSTRUCTION OF SIGHT DISTANCE BY VEGETATION, FENCING, EARTHWORK, DUILDINGS, SIGNS OF ANY OTHER OBJECT WHICH IS DETERMINED TO CREATE A TRAFFIC HAZARD IS PROHIBITED AND MAY BE REMOVED AT OWNER'S EXPENSE. PROPERTY OWNER IS RESPONSIBLE FOR MAINTAINING UNOBSTRUCTED WEW COGRIDOR WITH IN SUCH EASEMENT AREA AT ALL TIMES.
- 25. ANY ELECTRIC UTILITY ACTIVITY INSIDE THE SUBDIVISION SHALL BE INCLUDED UNDER THE DEVELOPMENT PERMIT.
- 76. IN ORDER TO ACHEIVE 18% IMPERVIOUS COVER FOR THIS FINAL PLAT, 10.40 ACRES OF LAND WITHIN THE FINAL PLAT OF THE STEINER RANCH PHASE ONE IRRIGATION TRACT SHALL BE APPLIED TO STEINER RANCH PHASE ONE SECTION 4B. THE 10.4D ACRES SHALL HAVE A SLOPE OF LESS THAN 25% NO IMPERVIOUS COVER SHALL BE ALLOWED ON THE 10.40 ACRES.

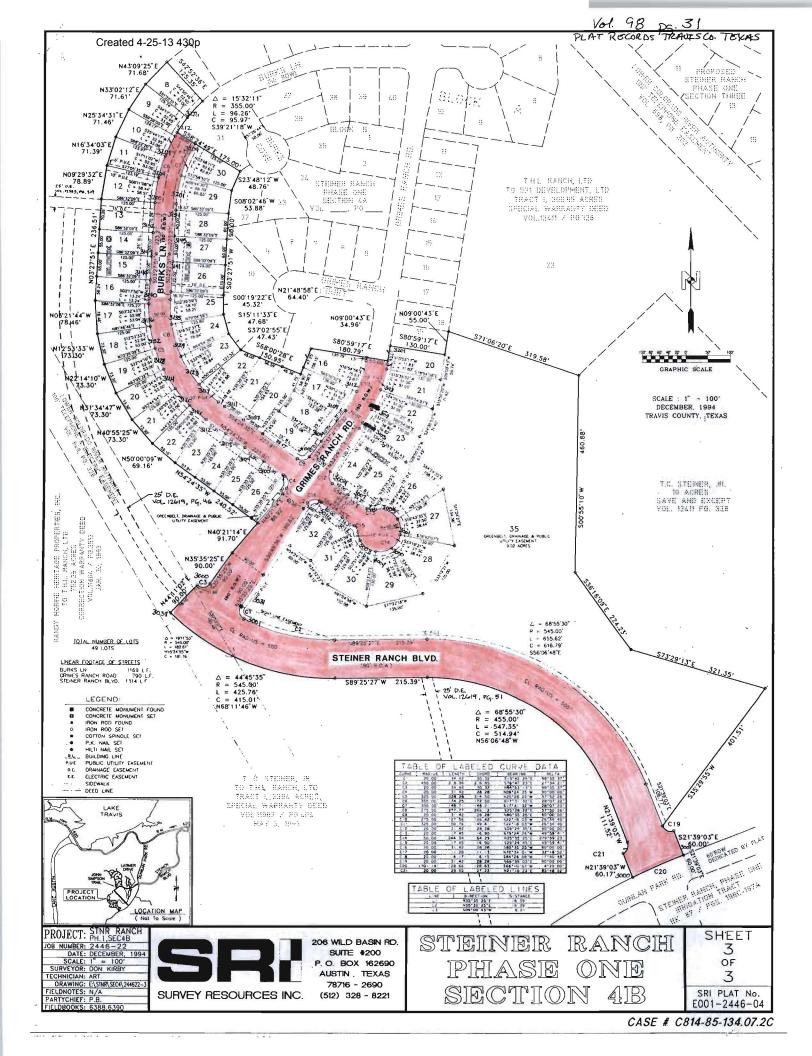
PROJECT: STNR RANCE JOB NUMBER: 2446-22
DATE: DECEMBER, 1994
SCALE: 1" = 100'
SURVEYOR: DON KIRBY DRAWING: E\SINR\SEC4\244622-2 FIELDNOTES: N/A

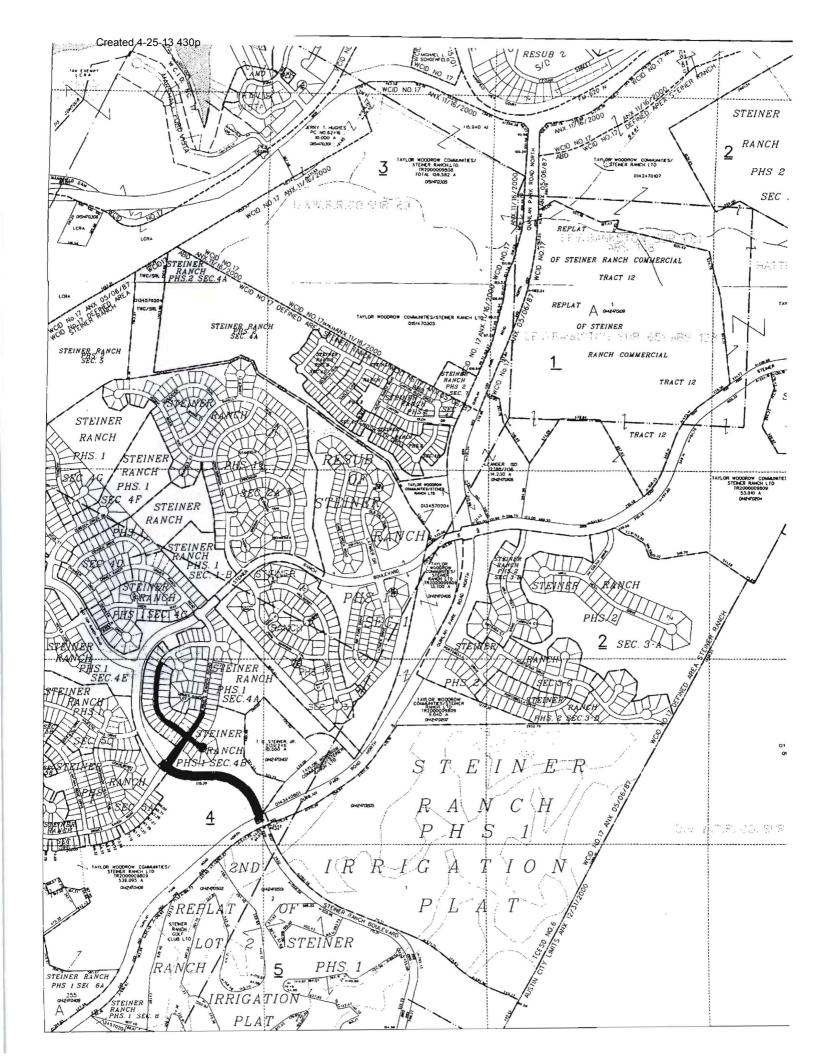
SURVEY RESOURCES INC.

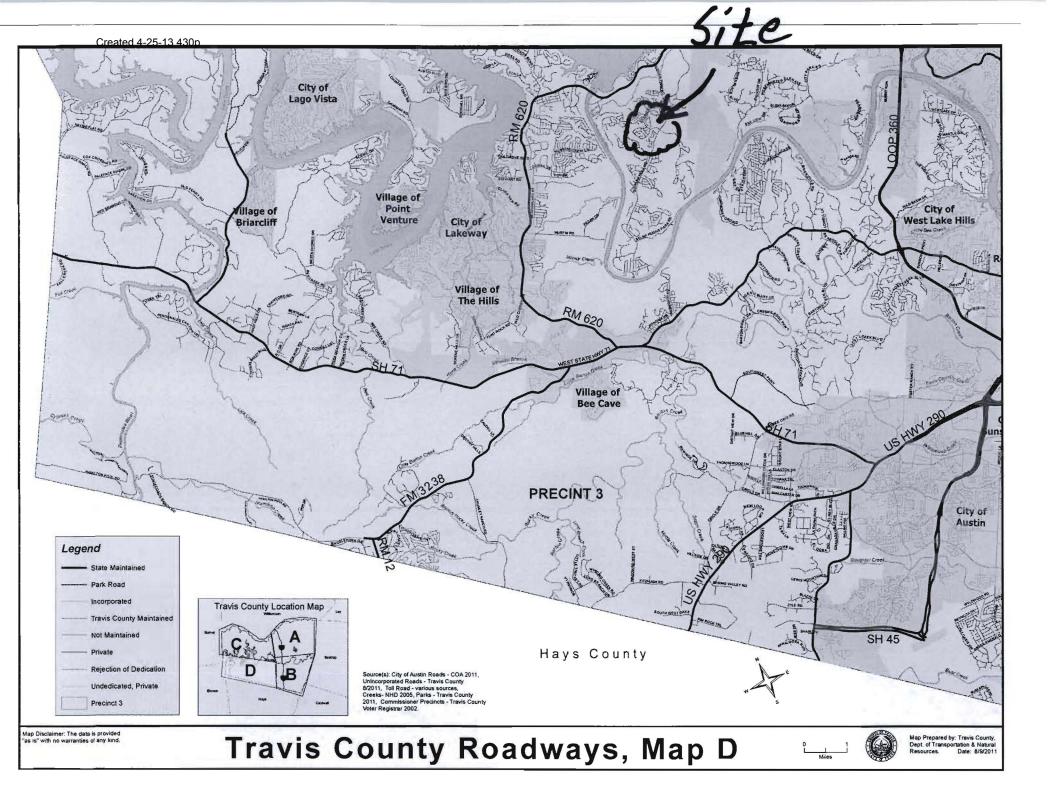
206 WILD BASIN RD. SUITE #200 P. O. BOX 162690 AUSTIN, TEXAS 78716 - 2690 (512) 328 - 8221

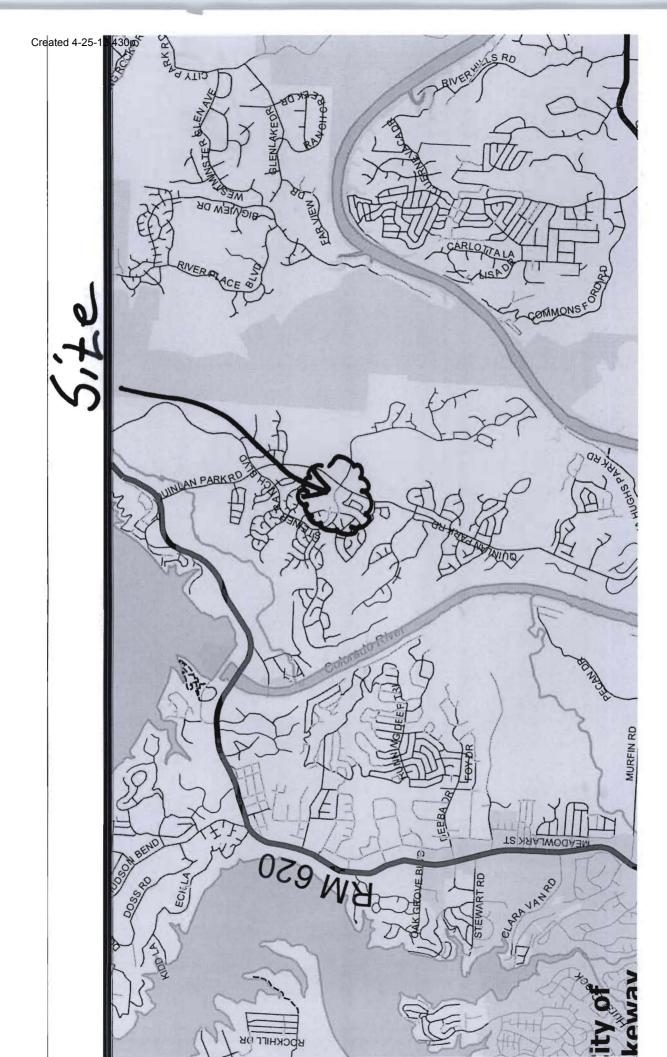
STEINER RANCH PHASE ONE SECTION 4B

SHEET 2 OF 3 SRI PLAT No. E001-2446-04











Travis County Commissioners Court Agenda Request

Meeting Date: April 30, 2013

Prepared By: Steve Sun, P.E. Phone #: 854-4660

Division Director/Manager: Şteve Sun, P.E., Assistant Public Works Director

Department Head: Steven M. Manilla, P.E., County Executive-TNR Sponsoring Court Member: Commissioner Eckhardt, Precinct Two

AGENDA LANGUAGE: Consider and take appropriate action on a request to use available Precinct Two 2001 Bond projects savings to fund the preliminary engineering of intersection improvements at Steiner Ranch Blvd and RR 620 in Precinct Two.

BACKGROUND/SUMMARY OF REQUEST:

Steiner Ranch Blvd ties into RR 620 at a location approximately 800 feet east of Comanche Trl. Since a traffic signal already exists at the Comanche Trl and RR 620 intersection, there is no traffic signal at the intersection of Steiner Ranch Blvd and RR 620. The large volume of vehicles turning at this intersection created a safety concern. This project will realign Steiner Ranch Blvd to intersect with Comanche Trl thus to create a 4-leg intersection at RR 620 and provide a signaled intersection for Steiner Ranch Blvd and RR 620. Approximately 1,200 feet of Steiner Ranch Blvd will have to be realigned for this intersection reconfiguration. Due to a very irregular terrain, steep slope, and surrounding Balcones Canyonlands Preserve, it is necessary that a complete survey and preliminary engineering to be performed in order to establish a feasible alignment and preliminary plan & profile so that a realistic design, ROW, environmental mitigation, and construction cost can be estimated. Depending upon the results of the preliminary engineering, funding for completion of the remaining engineering/design, ROW and construction may be presented to Commissioners Court for approval in future budget years or in next bond referendum.

STAFF RECOMMENDATIONS:

Staff recommends approval of this funds request.

ISSUES AND OPPORTUNITIES:

As this project will include construction and signalization on State Highway, project engineer will need to coordinate with TxDOT on intersection design and signal construction. A construction permit will also be required from TxDOT. Existing Steiner Ranch Blvd intersection at RR 620 will be eliminated after the realignment and the last segment of the existing Steiner Ranch Blvd may become a dead-end

street at RR 620. Due to the steep drop-off on the south side of RR 620, an elevated structure may be required for the realigned Steiner Ranch Blvd. Additional ROW will also be required for the realignment.

FISCAL IMPACT AND SOURCE OF FUNDING:

Estimated preliminary engineering cost is \$100,000. Currently there is sufficient savings in the 2001 Precinct Two Bond projects savings to cover this cost. The \$100,000 is in account 1490190000 4036 580060. Budget Adjustment 400002251 has been entered to move the funds to the correct GL and WBS element. Once the Court approves this agenda item the Planning and Budget Office will process this budget adjustment.

ATTACHMENTS/EXHIBITS:

Project Location Map Copy of Budget Adjustment 400002251

REQUIRED AUTHORIZATIONS:

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

CC:

Steve Sun	TNR	
Donna Williams-Jones	TNR	

0101 - Administrative -

Header Information for Entry Doc Number

400002251

Doc. Number 400002251

Doc. Status Preposted

FM Area

1000

Budget. Cate. Payment

Doc.Year

Doc.Date

Apr 2, 2013

Value Type

Budget

Version

Doc.Type

TRAN

Budget Type 3

Fiscal Year

2013

0

2013

Year.Cash.Eff

Process UI TRAN

Process

SEND

Doc.Family

Additionnal Data

Creator

WILLIAD

Creation Date Apr 5, 2013

Original.Applic. BWB

Creation Time 12:47:32

Resp. Person DONNA WILLIAMS JONES

Year Cohort

Public Law

Header Text

Correct GL 01Bond Pct2 Prop 1 Savings Steiner Rch

Legislation

TextName

Lines

**!

Total Document)

USD

Line	Fu	und	Budget Period	Funds Center	Comm.ltem	FuncArea	Grant	Funded Program	Local Amount	Text Line
0000	01 40	036		1490190000	580060	1710	NOT-RELEVANT	NON-FUNDED-PROGRAM	-100,000	Apply Pct 2 2001 Prop1 Bond Savings Steiner Ranch
0000	02 40	036		1490190000	522040	1710	NOT-RELEVANT	RDCN149000029	100,000	Correct GL Pct 2 2001 Prop1 Bond Svngs Steiner Rch

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Map data ⊕2013 Google



Travis County Commissioners Court Agenda Request

Meeting Date: April 30, 2013

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

Elected/Appointed Official/Dept. Head:

Sherri E. Fleming, County Executive of Travis County Health and Human

Services & Veterans Service

Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE:

Consider and take appropriate action on items related to a request to delegate signature authority to the Travis County Health and Human Services and Veterans Service County Executive to sign Tier 2 environmental clearances for the HUD-funded Travis County Community Development Block Grant Owner Occupied Home Rehabilitation Program, as long as neither a full environmental site assessment nor any mitigation measures are required.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Every CDBG project must go through the appropriate level of environmental review as required by HUD. The level of environmental review is attributed to the nature of each project and its potential impact on the environment.

Responsible Entities (RE) that receive assistance directly from HUD must assume responsibility for the environmental reviews, decision-making and actions that would otherwise apply to HUD under the National Environmental Policy Act (NEPA) and other provisions of NEPA, as specified in 24 CFR §58.5 and §58.6. REs assume this responsibility through the execution of a grant agreement with HUD and/or a legally binding document such as the certification contained on form HUD-7015.15, Request for Release of Funds (RROF), which certifies the RE's assumption of environmental responsibilities.

The Travis County CDBG Owner Occupied Home Rehabilitation program's purpose is to improve the quality of housing stock in the CDBG service area for low to moderate income owner-occupied houses. This program will fund minor home repair services for low and moderate income

homeowners in the unincorporated areas of Travis County and the Village of Webberville, to move houses toward Housing Quality Standards. The program seeks to improve the energy efficiency, physical living conditions, and safety in owner-occupied homes. A 0% interest, forgivable 5-year loan up to \$24,999 per house, with no required annual or monthly payments, is available. The deferred loan is forgiven at a pro-rata rate of 20% for each year of home ownership. Examples of potential improvements include, but are not limited to: foundation repair, roofing, flooring, electrical, plumbing, accessibility modifications, connection of houses to long-term viable sources of water (not part of a stand-alone infrastructure project), weatherization, noise attenuation, septic tank repairs and installation, and related engineering or design for improvements.

These funds are targeted toward homeowners at or below 80% MFI in the CDBG service area. This project is administered by Meals on Wheels and More, Inc., a nonprofit, designated as a subrecipient. Additionally, some of the allocation will partially fund a CDBG Planner position to complete environmental reviews and related paperwork, final inspections, and sign off, and any other necessary project delivery related costs.

The appropriate level of environmental review for this program is Categorically Excluded Activity Subject to 24 CFR §58.5, which means that the activity is categorically excluded from NEPA requirements, however, the grantee must nevertheless demonstrate compliance with the laws, authorities, and Executive Orders listed in 24 CFR §58.5.

The Travis County CDBG Owner Occupied Home Rehabilitation falls under this category of environmental review because the following conditions are met:

- Only residential properties with one to four units will be rehabilitated,
- The density is not increased beyond four units,
- The land use is not changed, and
- If the building is located in a floodplain or in a wetland, the footprint of the building is not increased.

The CDBG Office chose to tier its environmental review for the home rehabilitation program. According to 24 CFR Part 58, a responsible entity may tier its environmental review and assessments to eliminate the repetitive discussions of the same issues at subsequent levels of review. Due to the nature of this program, in addition to a Tier One review that is

applicable to all the properties in general, each of the properties will require an additional site-specific review based on their location within the CDBG service area. Tiering is appropriate when there is a requirement to evaluate a policy or proposal early in the stages of development or when site specific analysis of mitigation is not currently feasible and a more narrow or focused analysis is better done at a later date. Site specific analysis will contain reviews pertaining to Historic Properties, Floodplain Management, Noise Control and Abatement, Explosive and Flammable Operations, Airport Hazards, and Contamination and Toxic Substances.

On December 18, 2012, the Travis County Commissioners Court received the report and approved postings to notify the public of same. On December 19, legal notices were posted as required to notify the public of the County's 10-day comment period regarding the result of the Tier One Travis County Owner Occupied Home Rehabilitation Program's environmental review and HUD's 15-day comment period to allow the release of funds. The Travis County Commissioner's approved the request for release of funds on January 9, 2013, and HUD sent approval for release of funds in February. This allowed the County to execute the subrecipient contract with Meals on Wheels and More, Inc. in March 2013.

CDBG staff are ready to finalize the Tier 2 paperwork for some of the homes to begin repairs. After completion of required forms, a signature must be acquired from the authorized Responsible Entity. Traditionally, the CDBG Program places an item on the Commissioners Court agenda for consideration of all environmental documents and for the County Judge's signature.

For this project, it is possible that upwards of 41 homes will be repaired using these funds over the next twelve months which translates to 41 agenda items. Additionally, each home will have a different time frame for construction to start. Therefore, in the interest of time and efficiency in handling these transactions, the CDBG Office found that the Certifying Officer is allowed to delegate signature authority as per the excerpt below from HUD's Region VI Environmental Office Compliance Book (May 2012, page 3).

Certifying Officer

• The Certifying Officer represents the Responsible Entity (RE), and serves as the "responsible Federal official," who has the legal

capacity to carry out the responsibilities of §58.13, and is authorized to certify Request for Release Of Funds (RROF) and represent the RE in federal court.

- The Certifying Officer for a State is the Governor. The Certifying Officer for a city is the Mayor or City Manager. The Certifying Officer for a county (or equivalent) is the highest elected official.
- A formal written delegation is required to transfer Certifying Officer responsibility from Governor, Mayor, City Manager, or elected county judge to another individual. This written documentation must be included as part of the Environmental Review Record.
- The Certifying Officer ensures all project mitigation and conditions are included in awards, contracts and other agreements pertaining to the project.
- Although the Certifying Officer must sign the RROF, s/he does NOT need to approve or sign environmental review forms. A manager within the RE's agency may be authorized to approve and sign environmental review forms on the RE's behalf.

For the project, the County Judge, aka the Certifying Officer, signed the RROF in January and staff submitted it to HUD. The Tier 2 forms are considered environmental review forms (see Sample attached). The Commissioners Court may delegate that authority to a manager within the Responsible Entity's agency to sign these forms.

STAFF RECOMMENDATIONS:

Staff recommends the approval of the delegation of signature authority to the Travis County HHS/VS County Executive for the Tier 2 environmental clearance for the Travis County's CDBG Owner Occupied Home Rehabilitation Project, as HUD deems this an allowable practice.

ISSUES AND OPPORTUNITIES:

Allowing the signature authority to be delegated to the TCHHS/VS County Executive for the second tier of environmental reviews allows the program to move quickly and ensures that environmental clearance does not delay construction starts. Additionally, it reduces the burden to the Court's

agenda and protects the privacy of homeowners.

The Travis County Commissioners Court approved a similar practice in August 2012 for the CDBG Homebuyer Assistance Program.

FISCAL IMPACT AND SOURCE OF FUNDING:

None.

REQUIRED AUTHORIZATIONS:

County Attorney

Appendix A Site Specific Determination Strategy

Travis County has chosen to tier its environmental review its housing rehabilitation programs. According to 24 CFR Part 58, a responsible entity may tier its environmental review and assessments to eliminate the repetitive discussions of the same issues at subsequent levels of review. Due to the nature of this program, specific sites will require additional review based on their location within the unincorporated areas of the county. Tiering is appropriate in this case when there is a requirement to evaluate a policy or proposal early in the stages of development or when site specific analysis of mitigation is not currently feasible and a more narrow or focused analysis is better done at a later date.

The following section will discuss in detail how each site (once chosen) will comply with laws outlined by HUD and required under 24 CFR 58.5 for home rehabilitation and related improvement activities.

Historic Preservation

According to Section 106 of the National Historic Preservation Act (NHPA) of 1966 (16 U.S.C. 470 et seq.), Federal agencies are required to assess the effects of their undertakings on historic sites. This action affords the Advisory Council on Historic Preservation a reasonable opportunity to comment on the project's impact. In the event that sites fall under this law, Travis County staff will adhere to the following guidelines.

- At each site, Travis County will determine whether the project could affect historic properties by taking pictures and completing the worksheet (Appendix A, Attachment 1) and appropriate supporting documentation. According to Section 106, historic properties as they pertain to federal undertakings include any district, site, building, structure, or object that is included in or eligible for inclusion in the National Register of Historic Places.
- 2a. In the case that a home rehabilitation has the potential to affect a historic property, Travis County must consult with the State Historic Preservation Officer (SHPO) with the Texas Historical Commission to request a formal determination of eligibility for the National Register of Historic Places from the Texas Historical Commission. The request will include a photographic survey of the property and surrounding neighborhood, a county map with the property's geographic location, and a description of the type of work that is being considered. If the Texas Historical Commission agrees with the determination of the property as historic, it will develop a memorandum of agreement to assess possible adverse effects on the historic property based on the Secretary of the Interior's standards for rehabilitation. The memorandum of agreement outlines agreed-upon measures that the County will take to ensure the avoidance, mitigation and/or minimization of the adverse effects on historic properties.

2b. In the event that Travis County determines that no historic properties are present or potentially affected, it shall provide documentation to the Texas Historical Commission which grants a thirty day time-period for any objection to be raised. If the Texas Historical Commission has no objection, Travis County will proceed without any further Section 106 obligations.

Floodplain Management

Executive Order 11988, "Floodplain Management," requires Federal agencies to avoid actions, to the extent practicable that will result in the location of facilities in floodplains and/or affect floodplain values. HUD regulations for protecting floodplains (24 CFR Part 55 Floodplain Management) restrict financial support for projects located within the designated 100-year floodplain, unless it can be demonstrated that there are no practicable alternatives outside of the floodplain. No practical alternatives means that the agency cannot; (a) avoid to the extent possible long and short term adverse impacts associated with the occupancy and modification of floodplains, and (b) avoid direct development within or modification of floodplains, wherever there is a practical alternative.

For each specific property, documentation will be provided to including a map of the FEMA panel and site location and provide a determination of whether or not the site is located in a 100 year flood plain. If so, the site will be denied assistance for the project due to project specific guidelines that restrict the repairs to houses in the flood plain. While the County may go through a lengthy process to allow for repairs in the flood plain including requiring flood insurance, the Program has decided to not to do so.

Noise

Activities may be located in areas with a day-night average sound level with cannot exceed 65 decibels or an unacceptable noise level. Staff will complete the Appendix A, Attachment 1 and required documentation.

Sites that appear to exceed the acceptable noise levels will be required under HUD regulations to consider noise attenuation measures. For a project where all activities are located in noise exposed areas, noise attenuation features will be encourages to be conducted through alterations such as insulation, double pane windows instead of single pane window, weather-stripping on doors, removing mail slots, or replacing a solid wood door with an insulated steel door.

Construction activities must conform to International Residential Code, energy conservation measures, safety measures and acceptable building practices.

Airport/ Runway Clear Zones

Determination of whether the activity is located at the end of a runway must occur. HUD does not fund new construction in a Clear Zone. However, due to the nature of this home rehabilitation project, no new construction will be created.

Toxic Chemicals and Radioactive Material

All properties where activities will occur must be free of hazardous materials, contamination, toxic chemicals, and gasses and radioactive substances according to HUD guidelines, where a hazard could affect the health and safety of occupants or conflict with the intended utilization of the property.

Travis County staff will make a determination if the property is free of hazardous materials, contamination, toxic chemicals and gases and radioactive substances at the time that the property is inspected, and complete Attachment 1.

Explosive and Flammable Operations

All properties where activities occur will be at an Acceptable Separation Distance from industrial facilities handling explosive or fire-prone materials, planned or stationary above ground storage tanks of more than 100 gallon capacity containing common industrial fuel or of any capacity containing hazardous liquids or gases that are not liquid industrial fuels.

Travis County staff will identify if any such facilities or tanks are within proximity, complete the Site Specific Checklist and make a determination if the property is at an Acceptable Separation Distance.

Site Specific Environmental Determination Worksheet Travis County Owner Occupied Home Rehabilitation Worksheet

Address:	
1. §58.5(a) ŀ	Historical Properties [36 CFR Part 800]
Historic Pro	perties
a.	Does the project include the type of activity that would have the potential to affect historic properties such as acquisition, demolition, disposition, ground disturbance new construction or rehabilitation? X Yes No
	If Yes, continue. If No, the project is not the type of activity that has the potential to affect historic properties. Compliance with this section is complete. Mark box "A" on the Statutory Checklist for this authority.
b.	Do the RE and State Historic Preservation Office (SHPO) have a Programmatic Agreement (PA) that does not require consultation for this type of activity? Yes x No
	If Yes, document compliance with the PA. Compliance with this section is complete. Mark box "A" on the Statutory Checklist for this authority. If No, continue.
c.	Is the project located within or directly adjacent to a historic district? Yes No
d.	Is the structure or surrounding structures listed on or eligible for listing on the National Register of Historic Places (e.g. greater than 45 years old)? Yes No
e.	Were any properties of historical, architectural, religious or cultural significance identified in the project's Area of Potential Effect (APE)? Yes No
	If Yes any of the questions above, continue. If No to all of the questions above, the project will not affect historic properties. A concurrence from the SHPO that "no historic properties will be affected" is required. Compliance with this section is complete. Mark box "A" on the Statutory Checklist for this authority.

f.	Have you consulted with the SHPO to determine whether the project will have "No Adverse Effect on Historic Properties?" Yes No
	If Yes, continue. If No, consultation with the SHPO is required.
g.	Does the SHPO concurrence letter received for this project require mitigation or have conditions? Yes No
	If Yes, continue. If No, compliance with this section is complete. Mark box "A" on the Statutory Checklist for this authority.
h.	Have the SHPO and RE agreed on required mitigation or conditions? Yes No
	If Yes, include mitigation requirements and/or conditions from the SHPO in the mitigation section of the Statutory Checklist. Mark box "B" on the Statutory Checklist for this authority. If No, continue with consultation until resolved.

<u>Historic properties of religious and cultural significance to tribes and Native Hawaiian organizations</u>

- i. Does the project include the types of activities such as those listed below that have the potential to affect historic properties of religious and cultural significance to tribes?
 - Ground disturbance (digging);
 - New construction in undeveloped natural areas
 - Incongruent visual changes impairment of the vista or viewshed from an observation point in the natural landscape;
 - Incongruent audible changes increase in noise levels above an acceptable standard in areas known for their quiet, contemplative experience;
 - Incongruent atmospheric changes introduction of lights that create skyglow in an area with a dark night sky;
 - Work on a building with significant tribal association;
 - Transfer, lease or sale of a historic property of religious and cultural significance.

	Yes No
	If Yes, continue. If No, tribal consultation is not required.
j.	Does HUD's Tribal Directory Assessment Tool indicate that tribes have an interest in the location where the project is sited? (http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/environment/tribal) Yes No
	If Yes, contact federally recognized tribe(s) and invite consultation. Continue. If No, document the result in the ERR. Tribal consultation is not required.
k.	Did the tribe(s) respond that they want to be a consulting party? Yes No
	If Yes, continue. If No, (no response within 30 days or responded that they do not wish to consult), document response or lack of response in ERR. Further consultation is not required.
I.	After consulting with the tribe(s) and discussing the project, were any properties of religious or cultural significance to the tribe(s) identified in the project's APE?
	Yes No
	If Yes, continue. If No, notify tribe(s) and other consulting parties of your finding of "No Historic Properties Affected." Tribe(s) has 30 days to object to a finding.
m.	After consulting with the tribe(s), will the project have an adverse effect on properties of religious or cultural significance to the tribe(s)? Yes No
	If Yes, consult with tribe(s) and other consulting parties to resolve adverse effects, including considering alternatives and mitigation measures that would avoid or minimize adverse effects. If No, notify tribe(s) and other consulting parties of your finding of "No Adverse Effects." Tribe(s) has 30 days to object to a finding.
n. We	re any objections to a finding received from a consulting tribe?

		Yes	No
		•	ue with consultation until resolved. ation is complete.
Commo	ents:		
			mentation: (Correspondence with SHPO/THPO. How ial to cause effects" to historic properties was made.)
Nation http:// Nation http:// Map of http:// HUD Tr http:// ba Section	al Regis nrhp.fo al Confe ncshpo f Currer www.n ribal Dir portal.h	erence of State org/ otly Recognized athpo.org/map ectory Assessr oud.gov/hudpo	atreghome.do?searchtype=natreghome e Historic Preservation Officers: d THPO's: o.html ment Tool (TDAT): ortal/HUD?src=/program_offices/comm_planning/environment/tri
2.	§58.5(l	b) (1) Floodpla	in Management [24 CFR Part 55]
	a.	• •	ect include minor repairs or improvements on up to four dwelling not meet the thresholds for "substantial improvement" under No
		If Yes, complia Checklist for t If No, continu	•
	b.		located within (or have an impact on) a 100 year floodplain identified by FEMA maps? No
	c.		ect involve a "critical action," per §55.2(b)(2)(i), located within a dplain (Zone B) identified by FEMA maps?

Yes No

Not applicable.

If Yes to (b) or (c), follow HUD's Floodplain Management Regulations 8-Step decision-making process of §55.20 to comply with 24 CFR Part 55. The 8-Step decision-making process must show that there are no practicable alternatives to locating the project in the floodplain, and if there are no alternatives, define measures to mitigate impacts to floodplains and location of the project in the floodplain. Completion of the 8-Step decision-making process must be completed before the completion of an EA per §55.10(a). See Attachment 1 for an example of the 8-Step decision-making process. The findings of the decision-making process must be included in the ERR and summarized in Part 55 and Part 58 public notices. Mark box "B" on the Statutory Checklist for this authority.

If No to (b) and (c), compliance with this section is complete. Mark box "A" on the Statutory Checklist for this authority.

Comments:

Cite and attach source documentation: (FEMA flood map used to make this finding with the project location marked on the map. Include the community name, map panel number and date of map. As applicable, §55.20 8-Step decision-making process analysis. If FEMA has not published the appropriate flood map, the RE must make a finding based on best available data.)

For more information see: FEMA Map Service Center: http://www.store.msc.fema.gov

10. §58.5(i) (1) Noise Abatement and Control [24 CFR Part 51B]

	a.	Does the project involve a noise sensitive use such as a residential structure, school, hospital, nursing home, library, etc.?
st		
		If Yes, continue.
		If No, compliance with this section is complete. Mark box "A" on the Statutory Checklist for this authority.
	b.	Is the project located within: 15 miles of a civilian or military airfield with more than 9,000 carrier operations annually; Yes No
		1000 feet of a major highway or busy road;No

If Yes to any the above, complete a noise calculation assessment. Use an DNL contours if the noise source is an airport. Continue. If No, compliance with this section is complete. Mark box "A" on the Sta Checklist for this authority.	
	•
Do noise calculations or airport noise contour maps indicate noise levels 65dB (outside)? Yes No	above
If Yes, continue. If No, compliance with this section is complete. Mark box "A" on the Sta Checklist for this authority.	tutory
d. Do noise calculations or airport noise contour maps indicate noise levels 75dB (outside)? Yes No	above

If No, for projects in the normally unacceptable zone (65dB – 75dB), noise attenuation measures are strongly encouraged for rehabilitation and required for new construction to reduce noise levels to below 65dB (outside). Mark box "B" on the Statutory Checklist for this authority. List all attenuation measures in the mitigation section of the Statutory Checklist.

If Yes, HUD assistance for the construction of new noise sensitive uses is generally prohibited for projects with unacceptable noise exposure (>75dB). Noise attenuation measures are strongly encouraged for rehabilitation projects with unacceptable noise exposure to reduce noise levels to below 65dB (outside). Mark box "B" on the Statutory Checklist for this authority. List all attenuation measures in the mitigation section of the Statutory Checklist.

Comments:

Cite and attach source documentation: (Maps with project location indicating distance from noise sources. DNL calculations and/or NAG worksheets.)

For more information see:

HUD noise guidebook:

http://www.hud.gov/offices/cpd/environment/review/noise.cfm http://www.hud.gov/offices/cpd/environment/dnlcalculator.cfm http://www.hud.gov/offices/cpd/environment/mitigation.cfm

http:/ FAA:	/portal.	hud.gov/hudstracat/noiseCalcEntry.jsp
http:/	/www.f	aa.gov/airports/planning_capacity/npias/reports/
11.	§58.5(a.	(i) (1) Explosive and Flammable Operations [24 CFR 51C] Does the project involve development, construction, rehabilitation, modernization or land use conversion of a property intended for residential, institutional, recreational, commercial, or industrial use? X Yes No If Yes, continue. If No, compliance with this section is complete. Mark box "A" on the Statutory Checklist for this authority.
	b.	Was a field observation performed by a qualified environmental professional which documents that there are above ground storage tanks within line of site of the project? Yes No
	c.	Is the project site within 1 mile of current or planned stationary aboveground storage tanks of more than 100 gallon capacity, containing common liquid industrial fuels OR of any capacity, containing hazardous liquids or gases, that are not liquid industrial fuels? Yes No
	d.	Are industrial facilities handling explosive or fire-prone materials such as liquid propane, gasoline or other storage tanks adjacent to or visible from the project site? Yes No
		If Yes to any of the above, use HUD Hazards Guide to calculate an Acceptable Separation Distance to comply with 24 CFR Part 51, Subpart C. Continue. If No to all of the above, compliance with this section is complete. Mark box "A" on the Statutory Checklist for this authority.
	e.	Is the project located at an Acceptable Separation Distance from any aboveground explosive or flammable fuels or chemicals containers as calculated ve? Yes No
		If Yes, compliance with this section is complete. Mark box "A" on the Statutory

Checklist for this authority.

If No, continue.

	f.	Can mitigation measures, such as construction of a barrier of adequate size and strength, reduce the blast overpressure or thermal radiation hazard to protect the project (per 24 CFR §51.205)? Yes No
		If Yes, Mark box "B" on the Statutory Checklist for this authority. List all mitigation measures in the mitigation section of the Statutory Checklist. If No, HUD assistance cannot be used for this project.
Comm	ents:	
		n source documentation: (Maps with project location noted showing distance es and flammable operations. ASD calculations/worksheet.)
HUD G	uidance portal.h	information see: on Siting Projects near Explosive and Flammable Facilities: nud.gov/hudportal/HUD?src=/program_offices/comm_planning/environment/rev
12.	§58.5(i) (1) Airport Hazards [24 CFR 51D]
	a.	Will the project use HUD assistance, subsidy or insurance for construction; land development; community development or redevelopment; substantial modernization and rehabilitation which prolongs the physical or economic life of existing facilities; provide facilities and services which make land available for construction; change the use of a facility; increase the density or number of people at the site?
		If Yes, continue. If No, compliance with this section is complete. Mark box "A" on the Statutory Checklist for this authority.
	b.	Is the property within 2,500 feet of a civilian airport, the Runway Clear Zone (RCZ)? Yes No
	c.	Is the project is within 15,000 feet of a military airfield, the Clear Zone (CZ) or Accident Potential Zone (APZ)? Yes No

If Yes to either of the above questions, request a written finding from the airport operator stating whether or not the project is located in a RCZ, CZ or APZ. Continue.

If No to both of the above questions, compliance with this section is complete. Mark box "A" on the Statutory Checklist for this authority.

d.	If the project is within 15,000 feet of a military airfield or within 2,500 feet of a civilian airport, did your written confirmation from the airport operator confirm that the project is located in a RCZ, CZ or APZ? Yes No
	If Yes, continue. If No, compliance with this section is complete. Mark box "A" on the Statutory Checklist for this authority.
e.	If the project is located in a military airfield APZ, is the project consistent with the Land Use Compatibility Guidelines for Accident Potential Zones (32 CFR Part 256, DOD Instruction 4165.57). Yes No
	If Yes, attach copy of written assurance from airport operator. Mark box "B" on the Statutory Checklist for this authority. If No, HUD funds may not be used for this project.
f.	If the project is in a RCZ/CZ will the project be frequently used or occupied by people? Yes No
	If Yes, HUD funds may not be used for this project. If No, continue.
g.	If the project will not frequently be used by people, has the airport operator provided a written statement that there are no plans to purchase the land involved with such facilities as part of an RCZ/CZ acquisition program? Yes No
	Not applicable. All sites will house people on a daily basis. If Yes, attach copy of written assurance from airport operator. Mark box "B" on the Statutory Checklist for this authority. If No, HUD funds may not be used for this project.

Comments:

Cite and attach source documentation: (Map with project location noted showing the distance from civilian airports and/or military airfields. Written confirmation from airport operating stating whether or not project is located in a RCZ, CZ or APZ. Written assurance from airport operator on purchase of property.)

For further information see:

Airport Information: http://www.airnav.com/airports/

HUD Airport Hazards Q&A:

http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/environment/rev

ie

w/qa/airport

13. §58.5(i) (2) Contamination and Toxic Substances

a. Is the property located within the search distances of any of the types of environmental contamination sources?

Standard Environmental Record Sources	Approximate Minimum Search Distance (mi)	Yes	No
Federal NPL Site List	1		
Federal Delisted NPL Site List	0.5		
Federal CERCLIS List	0.5		
Federal CERCLIS NFRAP Site List	0.5		
Federal RCRA CORRACTS Facilities List	1		
Federal RCRA Non-CORRACTS TSD Facilities List	0.5		
Federal RCRA Generators List	Property/Adjoining Properties		
Federal Institutional Control/Engineering Control Registries	Property Only		
Federal ERNS List	Property Only		
State- and Tribal-Equivalent NPL	1		
State- and Tribal-Equivalent CERCLIS	0.5		
State and Tribal Landfill and/or Solid Waste Disposal Site Lists	0.5		
State and Tribal Leaking Storage Tank Lists	0.5		
State and Tribal Registered Storage Tank Lists	Property/Adjoining Properties		
State and Tribal Institutional Control/Engineering Control Registries	Property Only		

State and Tribal Voluntary Cleanup Sites

0.5

State and Trial Brownfield Sites

0.5

b. Did a visual inspection of the site show the following?

	Yes	No
Distressed vegetation		
Vent or Fill Pipes		
Storage Oil Tanks or Questionable Containers		
Pits, Ponds or Lagoons		

	Yes	No
Stained Soil or Pavement (other than water stains)		
Pungent, Foul or Noxious Odors		
Dumped Material or Soil, Mounds of Dirt, Rubble, Fill, etc.		

c. Has the property ever been used for any of the following types of uses?

	Yes	No		Yes	No
Gas Station			Vehicle Repair Shop		
Car Dealership			Auto Garage		
Depot			Commercial Printing Facility		
Industrial or commercial warehouses			Dry Cleaners		
Photo Developing Laboratory			Hospital		
Junkyard or landfill			Agricultural/Farming Operations		
Tannery			Live stock Operations		

d.	Does the project have an underground storage tank other than a residential fuel tank, or known or suspected to be contaminated by toxic chemicals or radioactive materials? Yes No
e.	Is the project site near an industry disposing of chemicals or hazardous wastes? Yes No
	If No to all of the above, compliance with this section is complete. Mark box "A" on the Statutory Checklist for this authority. If Yes to any of the above, a qualified environmental professional must undertake investigations necessary to ensure that the project is free of hazardous materials, contamination, toxic chemicals and gases, and radioactive substances such that there is no hazard which could affect the health and safety of occupants or conflict with the intended utilization of the property. Continue.
f.	Could nearby toxic, hazardous or radioactive substances affect the health and safety of project occupants or conflict with the intended use of the property? Yes No
g.	Are there unresolved concerns that could lead to the RE being determined to be a Potentially Responsible Party (PRP)? Yes No
	If Yes, continue. If No, provide written documentation from a qualified environmental professional which documents that identified potential sources of contamination does not pose a hazard which would restrict the intended uses of the property or to the occupants.
h.	Was an ASTM Phase I Environmental Site Assessment (ESA) report completed for this project? (Note: HUD regulations do not require an ASTM Phase I ESA report for single family homes of 1-4 units. An ASTM Phase I ESA report is required for multifamily (5 or more units) and/or Non-residential properties.) Yes No
i.	Did the ASTM Phase I ESA or other documentation uncover any Recognized Environmental Conditions (RECs) or recommend a Phase II, special/specific Phase II. or recommend Phase III environmental site assessments? Yes No

	If Yes, continue. If No, compliance with this section is complete. Mark box "A" on the Statutory Checklist for this authority.
j.	Do ESAs or other documentation conclude that nearby toxic, hazardous or radioactive substances could affect the health and safety of project occupants of conflict with the intended use of the property? Yes No
	If Yes, continue below. If No, compliance with this section is complete. Mark box "A" on the Statutory Checklist for this authority.
k.	Did any of the ESA reports or other documentation identify the need to mitigate the environmental condition by removing, stabilizing or encapsulating the toxic substances in accordance with the requirements of the appropriate Federal, state or local oversight agency? Yes No
	If Yes, continue. If No, compliance with this section is complete. Mark box "A" on the Statutory Checklist for this authority.
I.	Can all adverse environmental conditions identified in any of the ESAs or other documentation be mitigated? Yes No
	If Yes, compliance with this section is complete. List specific remedial actions or mitigations in the mitigation section of the Statutory Checklist, according to the requirements of the appropriate Federal, state, or local oversight agency. Mark box "B" on the Statutory Checklist for this authority. If No, HUD cannot provide assistance for the project at this site.
Comments:	
Cite and attac	ch source documentation: (Maps showing project distance to contaminated sites.

For additional information see:

HUD Information on Hazardous, Toxic or Radioactive Substances

Phase I (ASTM) Report. All ESAs and mitigation plans performed for this project.)

http://portal.hud.gov/hudportal/HUD?src=/progra	m_offices/comm_planning/environment/rev	,
ie /hanandaa		
w/hazardous		
EPA Envirofacts Data:		
http://www.epa.gov/enviro/		
EPA Toxic Release Inventory (TRI):	t-ml	
http://www.epa.gov/enviro/html/toxic_releases.h	LITTI	
EPA Maps:		
http://www.epa.gov/emefdata/em4ef.home EPA CERCLIS/NPL – Superfund database:		
http://www.epa.gov/superfund/sites/query/basic.	htm	
ATSDR "ToxFAQs" summaries about hazardous sub		
http://www.atsdr.cdc.gov/toxfaqs/index.asp	stances.	
Summary of Mitigation Measures:		
Compliance Checklist for 24 CFR 58.8 must be com	-	
mitigation measures not reflected on this worksho	et.	
No. The project is also and and were	l	
Yes No The project is cleared and wor	k may proceed; or	
The project is not cleared and work may not proce	ed for the following reasons:	
		-
		-
		-
	_	
Signature of Preparer	Date	
Printed Name of Preparer	-	
·		
Signature of the RE Authorized Official		
- 0 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1	Date	
	Date	
	Date	

Item 14



Travis County Commissioners Court Agenda Request

Meeting Date: April 30, 2013

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

BUDGET AMENDMENTS AND TRANSFERS FY 2013

4/30/2013

AT	ME	IDI	MEN	ITS
	ATT	1DI	A T TO T	112

BA#	IO/WBS	FUND	COST CENTER	COMMITMENT	Dept.	Line Item	Increase	Decrease	Pg#
A1		0001	198000	580070	Reserves	CAR Reserves		\$35,000.00	1
		0001	115800	520180	Purchasing	Capital - Other Equipment	\$35,000.00		
A2		0001	198000	580010	Reserves	Allocated Reserves		\$5,300.00	9
		0001	124046	512090	Criminal Cts.	Travel-Lodging, Meals & Other	\$4,900.00		
		0001	124046	510200	Criminal Cts.	Office Equipment	\$400.00		

PLANNING AND BUDGET OFFICE

TRAVIS COUNTY, TEXAS



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

April 12, 2013

To: Commissioners Court

From: Katie Petersen Gipson, Sr. Planning & Budget Analyst

Re: Forklift for Purchasing Warehouse

The Purchasing Office is requesting funding for a forklift used in the Purchasing warehouse that has malfunctioned and is in need of replacement. The Purchasing Office has researched the cost of repair to the equipment and determined that it is more cost effective to replace the nearly 20 year old machine.

Normally, routine capital replacement requests would be considered in the FY14 budget process; however, the machine has ceased working and created a work stoppage issue in the warehouse. Therefore, PBO recommends midyear funding from the Capital Acquisitions Resources (CAR) Reserve. The department needs \$35,000 for the replacement forklift. After that adjustment, the CAR Reserve will have \$1,683,702 remaining for future needs. PBO does concur with Purchasing and TNR that this piece of equipment be added to the Travis County vehicle inventory.

Please see the attached departmental memo and repair quotes for additional information. If you have any questions, please contact me at 854-9346.

CC: Cyd Grimes, Purchasing Agent Bonnie Floyd, Purchasing Office Diana Ramirez, PBO Leslie Browder, PBO Jessica Rio, PBO



TRAVIS COUNTY PURCHASING OFFICE

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

700 Lavaca Street, Suite 800, Austin, Texas 78701 (512) 854-9700 Fax (512) 854-9185

Date: April 19, 2013

To: Diana Ramirez, PBO

From: Bonnie Floyd, Assistant Purchasing Agent

VIA: Cyd V. Grimes, Purchasing Agent

RE: Forklift for Purchasing Warehouse

The Purchasing Office planned to submit a budget request for the FY 2014 budget cycle for a new forklift for warehouse operations, specifically a counterbalanced fork truck, but we currently have a work stoppage as our existing walk-behind fork lift has stopped operating. A quote for repairs is approximately \$2000, with a caveat that the existing battery may need to be replaced soon also, which would cost approximately \$3000 more. This means our only forklift at the warehouse needs \$2000-\$5000 in repair. This is a 1994 model forklift that is used every day in our operations. We don't believe it is the best interest of the County to spend that much to repair equipment almost 20 years old. Our remedies are rent/lease, replace the existing model in kind, or replace with a stand-up fork truck.

For our immediately work stoppage issues, rental fees for a walk-behind forklift are approximately \$500 per week. While this could alleviate our current work stoppage, the extreme costs associated with this option seem a non-starter. We have contacted other departments to see if similar equipment can be borrowed on a short-term basis, but have not found available equipment. The next option is to purchase a similar piece of equipment or a different type of equipment altogether, at an estimated cost of \$7500. We are requesting the Court to consider the purchase of a stand-up fork truck as it has the best combination of capacity and range of operational applications available to our department. The cost associated with this equipment is approximately \$35,000. We believe a fork truck is the most efficient and effective option to us for both our short and long-term operations.

Operating a fork truck gives us the option, not only to transfer standard palletized material throughout the warehouse and load/unload trucks, but would allow us to utilize vertical rack storage and add operator safety features that are simply not available to a walk-behind fork lift. Because of the width and length of a walk-behind forklift, it is difficult if not unsafe to attempt to move material in and out of rack space. Fork trucks are designed to maneuver inside narrow-aisle spacing and allow a full 360 degree turn while handling full loads. Safety features of a fork truck include operational lighting, emergency motor cut-off switches, but most importantly, the ability of the operator to ride inside a fully protected cage and eliminate exposure to walking behind or in front of loads as with a walk-behind forklift. Eliminating the need to walk to and from loads adds efficiency and safety to our everyday operations.

At this time, we request the Commissioners Court consider emergency funding for a stand-up fork truck for the Purchasing Office Surplus Asset Warehouse, for an approximate cost of \$35,000. We also request that this asset be added to the Fleet Inventory for maintenance and replacement purposes.

Cc: Mike Joyce, Fleet Manager



Action Lift Inc.

3010 CR 175*Leander, Texas 78641 Specializing in the service and repair of material handling equipment. (512) 248-8002 Fax (512) 248-8012 john@actionlift.net

4/16/2013

Dan Rollie Travis County

Make: Nissan Model: SCX30N Quantity: 1

Quote #: Action SCX30 4-15-13



Dear Dan,

It is our mission to improve your profits and productivity by providing the finest products, the best service, and the strongest customer support available in the forklift industry. Bearing that in mind, thank you for the opportunity to quote a NISSAN Platinum SCX Series - Model SCX30N, AC Electric, 36 Volt, Three Wheeled, Cushion Tire, Stand-Up Forklift with AC Control System, featuring On-Board Diagnostics and Monitoring, for Superb Reliability..

Options Included In This Proposal:

Description

TRIPLEX - OHL-83.1" MFH-187" FL-58.7" Standard Tilt: 3/5, and Includes a 36.2" Wide, ITA Class II Carriage.

42" Standard Type Forks 1.5" x 4", ITA Class II

Standard Smooth N/M Poly Tires: Drive Tire Size - 18x7x12.125 Steer Tire Size - 10x5x6.5 (Dual)

48" Overall Height Load Backrest

36 Volt Electrical System

Anti-Static Ground Strap

Standard Battery Compartment Rollers with Gates - Height from Floor: 7.5" (190mm)

High Visibility Carriage

Side Shifter, Standard Width Carriage

Forward/Reverse, Lift/Lower, Tilt, Aux 1, Aux 2, Horn

VALVE, 3 Spool

Single Internal Hosing for Triplex Mast

Standard Forward Steering - Forks Leading

Automatically Applied

Standard High 4-Piece Overhead Guard: 86.8" (2205mm)

OHG Mounted Front LED Headlights

OHG Mounted Rear LED Work Light - One

Strobe Light - Amber. Low Mount with Operator Shield.

Rubber Floor Mat over Smooth Plate Floorboard

3 Phase Industrial Charger

36V Battery 18-125-15 825 AH

Standard Features

Dual AC Drive Motors and AC Hydraulic Pump Motor AC Transistorized Motor Control System Multi-Function LCD Display 3+1 Performance Modes (Economy /Power /High + Manual) On-Demand Hydraulic Power Steering Multi-Function Control Handle Regenerative Braking System

Auto-Applied Parking Brake with Anti-Rollback Lift Interrupt System and Auto Power Off Reduced Speeds and Tilt Above Freelift

4-Piece OHG - Compatible with Drive-In Racking

<STANDARDFEATURES>

Brakes 3-mode Regenerative Braking extends brake life and

increases the number of working hours per battery charge. Auto-applied Parking Brake with anti-rollback feature.

Drive System Quiet, spiral beveled gear drive system with sealed ball

bearings, provides solid performance with low steer effort. Brushless AC drive motor provides enhanced performance and efficiency resulting in greater productivity and lower

overall cost of ownership.

Drive Unit Dual, brushless AC Drive Motors with proportional steering

for greater maneuverability.

Electrical System 36-volt Electrical System. Note: Minimum Battery Size

Must be Met

Human Factors Side Stance Operator Compartment with low Step Height.

Ergonomically sloped Floorboard with Vibration Isolators.
Anti-fatigue Cushioned Floor Mat, Back & Arm Rest
Padding. Integrated Clipboard and Amenity Tray.

Hydraulics Powerful brushless AC hydraulic pump motor for lift and tilt

operations. Nissan's ergonomically designed Multi-Function Control Handle, with sealed switches, offers simultaneous control of drive, lift and lower operation, as

well as horn & auxiliary hydraulic functions.

Quality/Performance Design and Engineering Excellence Coupled with

Legendary Quality & Low Cost of Ownership - ISO

9001:2000 Certified Product

Specifications Basic Capacity: 3000 Lbs. @ 24"

Overall Length to Face of Forks: 68.2" Overall Width (standard tires): 42.5"

Overhead Guard Height (standard guard): 86.8"

Turning Radius (minimum outside): 54.5"
Travel Speed Full Load/No Load: 7.8 / 8.0 mph
Lift Speed - Full Load/No Load: 71 / 114 fpm
Gradeability Maximum - Full Load: 14.9%
Poly Drive Tires - Cushion: 18 x 7 x 12.125
Dual Poly Steer Tires - Cushion: 10 x 5 x 6.5

Drive Motor: Brushless AC

4

Hydraulic Pump Motor: Brushless AC

Standard Equipment Multi-Function LCD Display communicates truck status and

warnings for operator awareness. The standard Safety Features include: Return-to-Neutral and Mast Lock with the operator presence pedal is released, Turn Control restricts travel speed and acceleration while turning, Lift Control restricts lift speed at faster travel speeds, and Controlled Rollback with Ramp Hold reduces and stops

truck movement down a gradient. Controllability

Enhancements above freelift include: reduced traction and lift speed, reduced tilt speed and angle, vertical tilt stop with override, reduced sideshift speed, and reduced

regenerative braking force.

Hydraulic Power Steering with Tiller Control. This On-Steering

Demand System offers Smooth and Effortless Steering

Control.

Tires Poly Drive Tires - 18 x 7 x 12.125 Dual Poly Steer Tires-

10 x 5 x 6.5

Warranty The Entire Forklift (Excluding Normal Wear Items) is

Covered for 12 Months or 2,000 Hours and the Powertrain

is 24 Months or 4,000 Hours. < SPECIFICATIONS>

Quote Price:

Model Cost (Plus Tax)

\$32,784,25

Quantity:

\$33,784.25

Total Investment (Plus Tax):

Freight

\$600.00

Thank you for the opportunity to provide solutions for your Material Handling Equipment needs!

Net due upon Delivery of the product as specified.

Accepted By Buyer:

Name:	
	(Signature of authorized officer or representative required)
Title:	

PO No.:			
Accepted By Seller:			
John Johnson			
_			
Date:			
Delivery: 10-12 weeks			

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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:

Victoria Ramirez, Budget Analyst \

DATE:

April 23, 2013

RE:

Transfer from Earmark on Allocated Reserve for Grant-Funded Veterans Court

The Criminal Courts Department requests a transfer of \$5,300 from the earmark on Allocated Reserve to support the Veterans Court program. During the FY 13 budget process, the Commissioners Court approved an earmark totaling \$220,074 in the event grant funding for the Veterans Court was not received. This transfer will supplement \$186,000 in grant funds awarded from the Governor's Office Criminal Justice Division, which comprise an estimated 85% of the total cost of program administration (\$220,074). The department submitted a separate, supplementary grant request to the Texas Veterans Commission, but did not receive funding for FY 13. After a thorough analysis of programmatic needs for the remainder of FY 13, the department requests \$5,300 to continue the normal operation of the Veterans Court program.

If approved, most of the funds transferred (\$4,900) will be used to allow two staffers to attend the National Association of Drug Court Professionals (NADCP) conference in Washington, D.C. There, they will receive licensure-dependent training on the latest, most effective court practices for use in the Veterans Court. The remaining \$400 of the \$5,300 requested will be spent on routine office supplies to support the program's daily operations.

PBO has discussed funding for this program for the remainder of FY 13 and has been told that there is one other potential request from the Criminal Courts' earmark on Allocated Reserve this fiscal year. Additional funds for Secure Remote Alcohol Monitoring (SCRAM) services may be requested, but only if the device supplier begins to charge the department for using the devices. Should this need materialize, the department estimates that the request would total no more than \$10,000. However, the department has agreed to work with PBO to wait to request any additional needed funds.

PBO recommends approval of the transfer of \$5,300 from the earmark on Allocated Reserve.

cc:

Leslie Browder, Jessica Rio, Travis Gatlin, PBO Debra Hale, Joseph Kertz, Criminal Courts

TRAVIS COUNTY DISTRICT AND COUNTY CRIMINAL COURTS

DEBRA HALE DIRECTOR OF COURT MANAGEMENT



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

Date:

April 22, 2013

To:

Victoria Ramirez, Planning and Budget Office

From:

Debra Hale, Director of Court Management

Re:

Request to Transfer Funds from Allocated Reserves to Continue

Operating the Veterans Court Program

The Travis County Veterans Court was implemented in FY10 with grant funding received from the Governor's Office Criminal Justice Division. The Veterans Court Program provides specialized services for veterans experiencing Post Traumatic Stress Disorder (PTSD), Traumatic Brain Injury (TBI), or other mental health issues related to combat.

The Travis County Veterans Court Program is entirely grant funded. As such, two separate grant applications were submitted for FY13 requesting to continue the Veterans Court Program. It should be noted that the grant request submitted to the Governor's Office Criminal Justice Division was partially awarded in the amount of \$186,000, and the grant request submitted to the Texas Veterans Commission was not awarded.

In August 2012, the Commissioners Court approved to set aside \$220,074 (the total cost to operate the Veterans Court Program) in allocated reserves to ensure that the Veterans Court Program could continue to operate in the event the two grants were not awarded. Since the two FY13 grants were not fully awarded, the Criminal Courts department has carefully assessed the resource needs for the program beyond the \$186,000 awarded by the Governor's Office. The Criminal Courts respectfully requests that a portion from the allocated reserves (\$5,300) be transferred to the department's general fund to continue Veterans Court operations. This request includes \$4,900 for Travel and \$400 for Office Supplies. The travel funds will be used for two staff member to attend the NADCP conference in Washington, DC on July 14-17. This conference is world's largest conference on substance abuse, mental health and the criminal justice system. 2013 Highlights Include: over 175 educational sessions from world leaders on Drug Courts, DWI Courts, Veterans Treatment Courts, Mental Health Courts and Family Drug Courts. This conference will allow staff to attend training on the most effective practices for the Veterans Court, as well as obtain CEUs for their licensure.

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1000001	1000		1980000000 580010		1120	NOT-RELEVANT	NOT-RELEVANT NON-FUNDED-PROGRAM -6,300	-5,300	Frm Reserves to Vets Crt funds not rec'd in grant
000002 0001	0001		1240460001 512090	512090	1210	NOT-RELEVANT	NOT-RELEVANT NON-FUNDED-PROGRAM 4,900	4,900	Frm Reserves to Vets Crt for Travel
000003 0001	1000		1240460001 510200		1210	NOT-RELEVANT	NOT-RELEVANT NON-FUNDED-PROGRAM 400	-400	Fm Reserves to Vets Crt for Office Supplies
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Allocated Reserve Status (580010)

Amount	Dept Transferred Into	Date	Explanation
\$6,920,945			Beginning Balance
(\$10,000)	TNR	10/16/12	Clean Air Force 2013
(\$11,388)	Various	Various	Approved by CC for FY13 portion of ACC intern program
(\$378,290)	HHS	11/6/12	Parenting in Recovery Program
(\$1,881)	TNR	11/13/12	Constable Staffing
(\$135,679)	Constable Pct. 1	11/15/12	Constable Staffing
(\$10,000)	County Attorney	11/20/12	Legal Advisory Services
(\$240,179)	HRMD	12/4/12	Benefits income adjustment
(\$12,537)	Tax Office	12/11/12	Reclassification of two positions
(\$7,067)	JP Pct. 5	12/28/12	DPS backlog-drivers license revocation
(\$80,000)	TNR	1/22/13	East Metro Park Multi-Purpose Court
(\$46,900)	TNR	1/29/13	Recycling Program
(\$11,700)	Facilities	2/5/2013	Move for Dist. Clerk to Gault basement
(\$190,642)	County Attorney	3/12/2013	County Attorney Litigation Staff
(\$21,592)	ITS	3/12/2013	County Attorney Litigation Staff
(\$250,000)	Facilities	3/26/2013	Remodel 10th Floor @700 Lavaca Bldg.
(\$115,940)	Cons. Pct. 1	4/23/2013	Constable Staffing
\$5,397,150	Current Balance		

Possible Future Expenses Against Allocated Reserve Previously Identified:

Amount	Explanation
(\$137,676)	Civil Courts - Drug Court Grant
(\$200,000)	Civil Courts Legally Mandated Fees – Attorney Fees & Other Court Costs
(\$220,074)	Criminal Courts – Veterans Court Grant
(\$42,497)	Criminal Courts – Bailiff to CPO transition Cost
(\$175,000)	Crim Cts Legally Mandated Fees – Atty Fees & Other Ct Costs for Capital Cases
(\$12,714)	CSCD – MSS Adjustments
(\$36,000)	District Clerk – Collections Software
(\$20,000)	Emergency Services – Hazardous Materials Disposal
	General Admin – HUB Requirements Disparity Study (\$35,595 funds from State, restricted-use for this purpose)
(\$100,000)	Health & Human Services – PromoSalud Scholarships and Workforce Development
(\$150,000)	HRMD – Revised Tuition Reimbursement Policy
(\$14,497)	HRMD – ACC Internship Program
(\$83,182)	ITS – BEFIT Customer Support Analyst III
(\$60,000)	RMCR – Additional Postage
(\$1,000,000)	TCSO – Overtime
(\$2,451,640)	Total Possible Future Expenses (Earmarks)

\$2,945,510 Remaining Allocated Reserve Balance After Possible Future Expenditures



Capital Acquisition Resources Account Reserve Status (580070)

CAR RESERVE TRANSFERS

Amount	Dept Transferred Into	Date	Explanation
\$2,813,944	**		Beginning Balance
(\$8,000)	ITS	11/27/12	IT Infrastructure for FMD Projects
(\$82,552)	EMS	12/11/12	Fire fighting aircraft
(\$649,975)	ITS	1/15/13	Data storage tapes
(\$58,040)	Facilities	1/15/13	Renovation of HMS Courthouse Rm118
(\$60,000)	Facilities	1/15/13	Gault HVAC renovation project
(\$42,283)	TNR	1/29/13	Technical Correction FY 12 Budget Amendment
(\$46,306)	Facilities	2/5/13	Gault basement renovations-Dist. Clerk
(\$35,142)	Facilities	2/19/13	FFE for ongoing renovation of 700 Lavaca
(\$112,944)	Facilities	3/26/13	Remodel 10th Floor @ 700 Lavaca Bldg.
\$1,718,702	Current Reserve Balance	e	•

Possible Future Expenses Against CAR Reserves Previously Identified:

Amount	Explanation		
\$ (817,300)	ITS Infrastructure for FMD Projects		
\$ (38,046)	Replacement Boat Motors for Lake Unit		
\$ (100,000)	Guardrail-New Installations		
\$ (90,000)	Failing Vehicles		
\$ (50,000)	Sidewalks-ADA Upgrades		
\$ (250,000)	FM 1626 ROW Purchases		
\$ (1,345,346)	Total Possible Future Expenses (Earmarks)		

\$373,356 Remaining CAR Reserve Balance After Possible Future Expenditures

Emergency Reserve Status (580120)

Amount	Dept Transferred Into	Date	Explanation
\$2,016,924			Beginning Balance
	*		
\$2,016,924	Current Reserve Balance		

Fuel & Utility Reserve Status (580130)

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

Planning Reserve Status (580210)

Amount	Dept Transferred Into	Date	Explanation
\$5,496,000			Beginning Balance
\$5,496,000	Current Reserve Balance		

Juvenile Justice TYC (580260)

Amount	Dept Transferred Into	Date	Explanation
\$418,959			Beginning Balance
\$418,959	Current Reserve Balance		

Smart Bldg. Facility Maintenance Reserve Status (580240)

Amount		Dept Transferred Into	Date	Explanation
	\$160,778			Beginning Balance
	\$160,778	Current Reserve Balance		

IJS/FACTS Reserve Status (580160)

Amount		Dept Transferred Into	Date	Explanation
	\$2,164,795			Beginning Balance
	(\$196,951)	ITS	10/23/12	OnBase Software
	(\$717,746)	ITS	11/6/12	CUC TechShare
	(\$1,146,096)	ITS	12/18/2012	TechShare
	\$104,002 C	urrent Reserve Balance		

14

Transition Reserve Status (580300)

Amount		Dept Transferred Into	Date	Explanation
	\$101,889			Beginning Balance
	\$101,889	Current Reserve Balance		

Reserve for State Cuts Status (580310)

Amount	Dept Transferred Into	Date	Explanation
\$250,0	00		Beginning Balance
\$250,0	00 Current Reserve Balance		

Starflight Maintenance Reserve Status (580320)

Amount		Dept Transferred Into	Date	Explanation
\$	\$1,001,050 (96,000)	EMS	4/9/13	Beginning Balance Helicopter Mtn/Rpr
	\$905,050 C	Current Reserve Balance		

1115 Waiver Reserve Status (580200)

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

Interlocals Reserve Status (580200)

Amount		Dept Transferred Into	Date	Explanation
	\$2,166,175 (\$1,483,173)	Emergency Services	11/13/12	Beginning Balance Regional Radio Service Interlocal
	\$683,002	Current Reserve Balance		

Annualization Reserve Status (580200)

Amount		Dept Transferred Into	Date	Explanation
	\$65,768			Beginning Balance
	\$65,768	Current Reserve Balance		



Salary Savings Reserve Status (580200)

Amount	Dept Transferred Into	Date	Explanation
\$400,000			Beginning Balance
\$400,000	Current Reserve Balance		

Unallocated Reserve Status (580015)

Amount	Dept Transferred Into	Date	Explanation
\$57,195,853			Beginning Balance
(\$2,302,015)	EMS	12/11/12	Reimbursement
			Resolution
(\$2,941,500)	ITS	12/11/12	Reimbursement
			Resolution
(\$877,000)	TNR	12/11/12	Reimbursement
			Resolution
(\$901,912)	FMD	12/11/12	Reimbursement
			Resolution
\$50,173,426	Current Reserve Balance		



Travis County Commissioners Court Agenda Request

Meeting Date: 04/30/2013, 9:00 AM, Voting Session

Prepared By/Phone Number: Alan Miller, Planning and Budget, 854-9726 Elected/Appointed Official/Dept. Head: Leslie Browder, County Executive

Planning and Budget

Commissioners Court Sponsor: Judge Samuel T. Biscoe

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

- A. Annual application to the Automobile Burglary and Theft Prevention Authority to continue the Sheriff's Combined Auto Theft Task Force Program in the Travis County Sheriff's Office;
- B. Application to the Bureau of Justice Assistance for the Taking the Smart Path: Enhancing Assessment and Training to Address Youths' Needs grant program in the Juvenile Probation Department.
- C. Contract with the National Prison Rape Elimination Act (PREA) Resource Center for A Culture of Excellence: Enhancing Organizational Capacity to Exceed PREA Standards grant program in the Juvenile Probation Department; and
- D. Annual contract with the Texas Department of Housing and Community Affairs to continue the Comprehensive Energy Assistance Program managed by Health and Human Services.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Items A & D are renewals of existing programs. Items B & C are new grant items from Juvenile Probation. B is to improve needs and risk assessments for youth. C is to provide training and implement tools to promote compliance with PREA.

STAFF RECOMMENDATIONS:

PBO recommends approval.

ISSUES AND OPPORTUNITIES:

Additional information is provided on the grant summary sheets.

FISCAL IMPACT AND SOURCE OF FUNDING:

Item A is the only item with a match requirement and Travis County's portion is fully funded within the department.

REQUIRED AUTHORIZATIONS:

Planning and Budget Office County Judge's Office

Leslie Browder David Salazar

GRANT APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE

	The fol	Dept. Grant Title		SCATTIF Sheriff's Combined Auto Theft Task Force	Taking the Smart Path: Enhancing Assessment and Training to Address Youths' Needs	A Culture of Excellence: Enhancing Organizational Capacity to Exceed PREA Standards	Comprehensive Energy Assistance Program
	lowing list rep			Auto	icing ddress	ancing ceed	апсе
	The following list represents those actions required by This regular agenda item contains	Grant Period		09/01/13 - 08/31/14	10/01/13 - 09/30/16	04/01/13 - 03/31/14	01/01/13 - 12/31/13
	s required by the Con item contains this su	Grant Award		\$1,001,869	\$644,987	\$100,000	\$2,637,219
FY 2013	nmissioners Court for mmary sheet, as well	County Cost Share		\$134,184	0 \$	\$	6
	departments to apply, as backup material th	County Contribution		\$258,235	O\$	0\$	0
	presents 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.	In-Kind Contribution		0\$	0\$	0	0\$
	o operate grant progr ation.	Program Total		\$1,394,288 12.00	\$644,987	\$100,000	\$2,637,219
	ams.	FTEs		12.00	2	_ I	4.00
		PBO Notes		×	~	×	æ
		PBO Auditor's FTEs Notes Assessment		EC	MC	MC	EC
Cre	eated 4-	-25-13 # -Dage 	430	p ∞	41	106	130

^{*} Amended from original.

PBO Notes:

R - PBO recommends approval

NR - PBO does not recommend approval

D - PBO recommends item be discussed

MC - Moderately Complex C - Complex S - Simple

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

EC - Extremely Complex

FY 2013 Grant Summary Report Grant Applications approved by Commissioners Court

Approval	10/30/2042	11/6/20 <mark>\$</mark> 2	11/27/2012	12/4/2012	1/8/2013	1/8/2013	1/22/2013	1/22/2013	2/5/2013	2/5/2013	2/5/2013	2/19/2013	2/19/2013	2/19/2013	2/19/2013	2/19/2013
i L	-	3.00	ı	ı	ı	ı	ı	6.80	1	1.00	ı	2.00	1	4.00	ı	1.00
Program	\$15,000	\$252,155	\$441,998	\$34,306	\$100,000	\$199,970	\$68,148	\$375,248	\$142,442	\$57,731	\$22,590	\$233,124	\$49,470	\$228,460	\$115,955	\$78,608
ward has not yet been In-Kind	\$1,500	\$55,000	0	0	0	0	0\$	9	0\$	0	0\$	0 \$	0	0\$	O \$	9
the notification of an County	\$6,000	\$35,951	0 \$	0	0\$	0	0\$	⊕	0\$	\$34,639	0\$	0 \$	0\$	0\$	0 \$	0
ctober 1, 2012, and County	\$0	0\$	0\$	9	0	0	\$6,814	\$324,753	\$71,221	0 \$	\$5,684	0\$	0	0\$	0 \$	\$15,722
been submitted since October 1, 2012, and the notification of award has not yet been received. Grant County In-Kind Prog:	\$7,500	\$161,204	\$441,998	\$34,306	\$100,000	\$199,970	\$61,334	\$50,495	\$71,221	\$23,092	\$16,906	\$233,124	\$49,470	\$228,460	\$115,955	\$62,886
	10/01/12 - 09/30/14	10/01/13 - 09/30/14	10/01/12 - 09/30/13	7/1/13- 6/30/14	4/1/2013- 3/31/2014	9/30/2013- 9/29/2014	09/01/13 - 08/31/14	04/01/13 - 03/31/14	10/01/12 - 09/30/13	09/01/13 - 08/31/14	03/1/13 - 09/30/13	09/01/13 - 08/31/14	07/01/13 - 06/30/14	09/01/13 - 08/31/14	09/01/13 - 08/31/14	09/01/13 - 08/31/14
The following is a list of grants for which application has Grant	Southeast Travis County Historical Survey	Underage Drinking Prevention Program	Formula Grant- Indigent Defense Grants Program	Juvenile Probation Pre-Doctoral Psychology Internship Program	A Culture of Excellence: Enhancing Organizational Capacity to Exceed PREA Standards	Juvenile Treatment Drug Court	Juvenile Accountability Block Grant (JABG) Local Assessment Center	Coming of Age (CNCS)	Emergency Management Performace Grant	TCSO Child Abuse Victim Services Personnel	TxDOT Impared Driving Mobilization	Travis County Veterans' Court	Veterans Commission Grant	Travis County Adult Probation DWI Court	The Eagle Soars: An Educational and Career Development Program	Enhancing Services for Victims of Crime
	117	119	124	145	145	145	145	158	147	137	137	124	124	139	145	145

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
145	Drug Court & In-Home Family Services	09/01/13 - 08/31/14	\$181,000	\$20,111	0\$	0\$	\$201,111	0.23	2/19/2013
142	Drug Diversion Court	09/01/13 - ° 08/31/14	\$155,838	0 \$	0\$	0\$	\$155,838	2.00	2/19/2@3
122	Family Drug Treatment Court	09/01/13 - 08/31/14	\$143,438	0\$	0 \$	0\$	\$143,438	1.00	£ <mark>1</mark> 5-13 \$5-13
119	Family Violence Accelerated Prosecution Program	09/01/13 - 08/31/14	\$84,954	\$34,053	0\$	\$17,088	\$136,095	1.77	2/26/2र्ष्क्री3
145	Trauma Informed Assessment and Response program	09/01/13 - 08/31/14	\$193,808	0\$	0\$	\$	\$193,808	0.50	2/26/2013
158	Parenting in Recovery II*	09/30/12 - 09/29/13	\$625,747	0\$	\$268,195	0\$	\$893,942	1.00	2/26/2013
145	IMPACT: Investing in Minds to Prepare for A Career in Technology	10/1/13 - 09/30/14	\$416,327	0\$	0 \$	\$	\$416,327	1.00	3/5/2013
137	K9s4COPs	04/01/13 - 09/30/13	\$12,000	0\$	0\$	0\$	\$12,000	1	3/26/2013
145	Leadership Academy	10/01/13 - 09/30/14	\$143,665	\$47,888	0 \$	\$ 0	\$191,553	1.75	3/26/2013
158	Basic Transportation Needs Fund (Bus Pass Program)	09/01/13 - 08/31/14	\$5,790	0\$	0\$	\$ 0	\$5,790	1	4/9/2013
145	FRESH Youth (Finding Regionally Sourced Food for High-Risk Youth)	11/01/13 - 10/31/14	\$45,000	\$15,000	0 \$	0\$	\$60,000	ı	4/16/2013
157	NEH Preservation Assistance for Smaller Institutions	05/01/14 - 08/01/14	\$6,000	0\$	0 \$	0\$	\$6,000	1	4/16/2013
137	State Criminal Alien Assistance Program - SCAAP 13	07/01/11 - 06/30/12	\$40,568,231	9	0 ≴	0	\$40,568,231	ı	4/16/2013
*Amended	*Amended from original agreement.		\$44,439,719	\$541,246	\$344,785	\$73,588	\$45,399,338	27.05	

FY 2013 Grant Summary Report Grants Approved by Commissioners Court

	The following is a	The following is a list of grants that have been received by Travis County since October 1, 2012 Grant Grant	been received by Trav Grant	is County since Oct County	ober 1, 2012 County	In-Kind	Program		Crelevoral
Dept	Name of Grant	Term	Award	Cost Share	Contribution	Contribution	Total	FTEs	eate Date
145	Travis County Eagle Resource Project	09/01/12 08/31/13	\$29,930	0 \$	9	0 ∳	\$29,930	ı	10/2/2042 10/2/25-1
145	Trama Informed Assessment and Response Program	09/01/12 $08/31/13$	\$192,666	0 ≱	9	0 	\$192,666	0.50	10/2/2012 408/22
137	Sheriff's Office Command and Support Vessel*	9/1/12- 3/31/13	\$250,000	○	⊕	0	\$250,000	ı	10/16/2012
139	Travis County Adult Probation DWI Court	9/1/2012- 8/31/2013	\$229,112	0\$	O	0 ≴	\$229,112	4.00	10/16/2012
147	Emergency Management Performance Grant	10/01/11 - 03/31/13	\$71,221	\$71,221	9	0	\$142,442	1	10/16/2012
119	Family Violence Protection Team*	10/1/2010 03/31/2012	\$699,507	\$168,239	9	0	\$867,746	4.50	10/23/2012
122	Family Drug Treatment Court	09/01/12 - 08/31/13	\$137,388	0\$	9	0	\$137,388	1.00	10/23/2012
145	Drug Court & In-Home Family Services	09/01/12 - 08/31/13	\$66,428	\$7,381	0\$	0	\$73,809	0.09	10/23/2012
158	Comprehensive Energy Assistance Grant*	01/01/12 - 12/31/12	\$4,546,172	0	S	0 	\$4,546,172	1	10/23/2012
158	Low Income Home Energy Assistance Program (LIHEAP) Weatherization Program	04/01/12 - 03/31/13	\$817,334	0	⇔	0	\$817,334		10/23/2012
124	Travis County Veterans' Court	09/01/12 - 08/31/13	\$186,000	0\$	0\$	0\$	\$186,000	2.00	10/30/2012
142	Drug Diversion Court	09/01/12 - 08/31/12	\$132,585	0	0	0\$	\$132,585	1.00	10/30/2012
158	Parenting in Recovery II	09/30/12 - 09/29/13	\$500,000	0	\$214,286	0 	\$714,286	2.00	11/6/2012
158	Targeted Low Income Weatherization Program (TLIWP)	10/01/12 - 12/31/12	\$42,061	0 ≰	9	0 ≱	\$42,061	ı	11/6/2012
158	Seniors and Volunteers for Childhood Immunization (SVCI)	09/01/12 - 08/31/13	\$8,845	0 	9	0	\$8,845	0.14	11/20/2012
158	Coming of age (DADS)	09/01/12 - 08/31/13	\$24,484	\$24,484	0	0\$	\$48,968	ı	11/20/2012

Dept	Name of Grant	Grant	Grant	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
158	DOE Weatherization Program	04/01/12 - 03/31/13	\$60,471	0≴	0\$	0\$	\$60,471	1	11/20/2012
158	Atmos Energy Share the Warmth	11/01/12 - 10/31/13	\$13,188	0	0\$	0\$	\$13,188	ŀ	11/20/2@12 peted
139	Travis County Adult Probation DWI Court	09/30/12 - 09/29/13	\$206,515	0	0\$	0\$	\$206,515	2.85	11/27/2韓2 ¹³
137	State Criminal Alien Assistance Program- SCAAP 12	07/01/10 - 06/30/11	\$492,999	0	0	9	\$492,999	ı	11/27/2﴿
147	"Remembering When" Scholarship	12/02/12 $11/01/13$	\$4,000	○	⊕	0	\$4,000	1	11/27/2012
158	Comprehensive Energy Assistance Program (CEAP)*	1/1/12- 12/31/12	\$4,546,172	0	0\$	0 ≱	\$4,546,172	4.00	12/4/2012
145	National School Lunch/Breakfast Program*	7/1/12- $6/30/13$	\$217,219	0 ≴	0	O #	\$217,219	ı	12/4/2012
158	Title IV-E Child Welfare Services	10/01/12 - 09/30/13	\$36,488	\$81,190	0\$	0 	\$117,678	ı	12/11/2012
137	2012 Byrne Justice Assistance Grant	10/01/12 - 09/30/15	\$86,000	○	0 \$	9	\$86,000	ı	12/18/2012
158	2012 Phase 30 Emergency Food and Shelter Program	04/01/12 - 03/31/13	\$25,000	○	0 ≱	O \$ ÷	\$25,000	1	12/18/2012
140	Safe Havens: Supervised Visitation and Safe Exchange program*	10/1/10- $9/30/13$	\$400,000	0 	O \$	0\$	\$400,000	ı	12/28/2012
145	Juvenile Front End Therapeutic Services Program*	09/01/11- $08/31/12$	\$17,617	9	0	0	\$17,617	ı	1/22/2013
145	Residental Substance Abuse Treatment Program*	10/01/11 - 09/30/12	\$132,063	\$47,512	0	0 	\$179,575	1.00	1/22/2013
145	Eagle Resource Project*	09/01/11- 08/31/12	\$34,628	0 	0\$	0 \$	\$34,628	ı	1/22/2013
137	Sheriff's Office Command & Support Vessel*	09/01/12 - 06/30/13	\$250,000	0	0	0≴	\$250,000	1	1/29/2013
137	2010 UASI-Tactical Response Vehicle*	08/01/2010 - 07/31/12	\$475,000	○	0\$	0 ⊭	\$475,000	ı	2/12/2013
147	2010 HSGP _ Travis County Haz. Mat. Detection and Decontamination Equipment and Related Maintenance*	08/01/2010 - 07/31/12	\$39,938	0	9	⇔	\$39,938	•	2/12/2013

Justice Reinvestment Initiative 03/01/13- \$300,000 \$0 \$0 \$100	Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
2010 UASI Chemical Biological Radiological Radiology (Arabete Team	155		03/01/13 - 02/28/15	\$300,000	0\$	0\$	0\$	\$300,000	ı	2/19/2013
Justice Reinvestment Initiative (Arnold 02/28/15) 03/01/13 - 60.012 \$69,012 \$0 \$69,012 - 2 Foundation) Capital Area Trauma Regional Advisory 05/01/12 - 08/31/13 05/01/12 - 08/31/13 \$10,101 \$0 \$10,101 - 2 Council Targeted Low Income Weatherization Income Weatherization Assistance Program 03/01/13 - 04/01/12 - 04/01/12 - 04/01/12 - 04/01/13 - 04/01/	147	2010 UASI Chemical Biological Radiological Nuclear Explosive (CBRNE) Strike Team Coordinator*	08/01/10 - 12/31/12	\$250,000	0\$	9	9	\$250,000	1.00	Epated 4-25 07/97/7
Capital Area Trauma Regional Advisory 05/01/12 - 08/31/13 \$10,101 \$0 \$0 \$10,101 - 2 Council Targeted Low Income Weatherization Program 03/01/13 - 11/30/13 \$54,850 \$0 \$0 \$54,850 -	5.	Justice Reinvestment Initiative (Arnold Foundation)	03/01/13 - 02/28/15	\$69,012	0 \$	0\$	0 \$	\$69,012	116	430r 430r 430r 430r
Targeted Low Income Weatherization 03/01/13 - 11/30/13 \$54,850 \$0 \$0 \$54,850 Program 04/01/12 - 03/31/13 \$60,471 \$0 \$0 \$0 \$60,471 - DOE Weatherization Assistance Program 03/31/13 - 06/30/14 \$35,000 \$0	69	Capital Area Trauma Regional Advisory Council	05/01/12 - 08/31/13	\$10,101	0\$	0\$	0\$	\$10,101	1	2/26/2013
DOE Weatherization Assistance Program 04/01/12 - 03/31/13 \$60,471 \$0 \$0 \$0 \$0 \$60,471 - Juvenile Probation Pre-Doctoral Psychology Internship Program 07/01/13 - 06/30/14 \$35,000 \$0 \$0 \$0 \$35,700 0.65 Basic Transportation Needs Fund Bus Pass 09/01/12 - Program \$5,790 \$0 \$0 \$0 \$0 Coming of Age (CNCS) 03/31/14 \$16,832 \$309,604 \$15,149 \$0 \$341,585 6.00	80	Targeted Low Income Weatherization Program	03/01/13 - 11/30/13	\$54,850	0\$	0\$	9	\$54,850		4/9/2013
Juvenile Probation Pre-Doctoral Psychology 07/01/13 - 06/30/14 \$35,000 \$0 \$0 \$35,000 0.65 Internship Program Basic Transportation Needs Fund Bus Pass 09/01/12 - 08/31/13 - 08/31/13 - 03/31/14 \$5,790 \$0	· &	DOE Weatherization Assistance Program	04/01/12 - 03/31/13	\$60,471	0	0\$	0\$	\$60,471	t	4/9/2013
Basic Transportation Needs Fund Bus Pass 09/01/12 - 08/31/13 \$5,790 \$0 \$0 \$5,790 - Program 04/01/13 - 04/01/13 - 03/31/14 \$16,832 \$309,604 \$15,149 \$0 \$341,585 6.00	145	Juvenile Probation Pre-Doctoral Psychology Internship Program	07/01/13 - 06/30/14	\$35,000	0	0\$	\$	\$35,000	0.65	4/16/2013
Coming of Age (CNCS) 04/01/13 - \$16,832 \$309,604 \$15,149 \$0 \$341,585 6.00	80	Basic Transportation Needs Fund Bus Pass Program	09/01/12 - 08/31/13	\$5,790	9	0\$	0\$	\$5,790	1	4/16/2013
	∞	Coming of Age (CNCS)	04/01/13 - 03/31/14	\$16,832	\$309,604	\$15,149	0\$	\$341,585	0.00	4/23/2013

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FY 2013 Grants Summary Report Permission to Continue

								Cm. Ct.	Cm. Ct.	Has the $_{\circlearrowleft}$
			Amoun	Amount requested for PTC	PTC			PTC	Contract	General Fund
	Name of	Grant Term	Personnel	Operating	Total	Filled	PTC	Approval	Approval	peen peen c
	Grant	per Application	Cost	Iranster	Kequest	FIES	Expiration Date	Date	Date	Keimburse
Chilc Perso	Child Abuse Victim Services Personnel**	9/1/12-8/31/13	\$8,920	0\$	\$8,920	1.00	10/31/2012	8/14/2012	N/A	13 4 30 p
Fam	Family Violence Accelerated Prosecution Program	9/1/12-8/31/13	\$12,620	0\$	\$12,620	1.00	10/31/2012	8/21/2012	N/A	Yes
Family Court	Family Drug Treatment Court	09/01/12 - 08/31/13	\$10,922	0\$	\$10,922	1.00	10/31/2012	8/28/2012	N/A	Š
Travis Court	Travis County Veterans Court	09/01/12 - 08/31/13	\$25,630	\$	\$25,630	2.00	10/31/2012	8/28/2012	N/A	Yes
Drug	Drug Diversion Court	09/01/12 - 08/31/13	\$10,144	0\$	\$10,144	1.00	10/31/2012	8/28/2012	N/A	Yes
Juve Bloc Asse	Juvenile Accountability Block Grant- Local Assessment Center	09/01/12 - 08/31/13	\$13,747	0	\$13,747	1.00	11/30/2012	8/28/2012	N/A	Yes
Resic Trea	Residental Substance Abuse Treatment Program	10/01/12 09/30/13	\$15,046	0\$	\$15,046	1.00	12/31/2012	8/28/2012	Z	Yes
Parent FY 12	Parenting in Recovery (PIR) FY 12	09/30/12 - 09/29/13	\$94,630	0\$	\$94,630	ı	12/31/2012	9/25/2012	N/A	°N
Parent FY 13	Parenting in Recovery (PIR) FY 13	09/30/12 - 09/29/13	\$84,756	0\$	\$84,756	t	12/31/2012	10/2/2012	N/A	No
Com Assis	Comprehensive Energy Assistance Program	1/1/2013- 12/31/2013	\$29,196	\$200,000	\$229,196	4.00	3/31/2013	1/8/2013	N/A	N _o
Low Inco Program	Low Income Home Emergy Program	04/01/13 - 03/31/14	0	\$100,000	\$100,000	ı	6/30/2013	4/2/2013	N/A	No
Com Assis	Comprehensive Energy Assistance Program**	1/1/2013- 12/31/2013	\$29,196	\$300,000	\$329,196	4.00	6/30/2013	4/2/2013	N/A	No

\$934,807

\$334,807 \$600,000

Totals



TRAVIS COUNTY FY 13 GRANT SUMMARY SHEET

	· ·	plication Ap				r cimission to C	ontinue: 🔲
		Contract Ap	nrova				Report:
		Contract Ap	piova	'''		Status	Report.
		C	rigina	ıl: 🗸		Ame	ndment: 🔲
	- 1	New	/ Gran	t: 🔲		Continuatio	n Grant: 🔽
Sheriff -	Law Enfo	rcement					
Tracy M	iller, Plan	ner					
512.854	.6923						
SCATTF	- Sheriff's	Combined	Auto	Theft Tas	k Force		
From:			09-	01-2013	То:		08-31-2014
	Fe	deral:			State:	✓	Local:
ABTPA	- Auto Bu	rglary Theft	Prev	ention Au	thority		
funds to	a sub-re	cipient?			Yes:	7	No:
					Yes:		No: ✓
100 200 200							
	1						
Grant	Funds			Cou Contril #595	nty bution 1010	In-Kind	TOTAL
\$	700,118	\$ 134	4,184	\$	258,235	\$ 0	\$ 1,092,537
- \$	43,685		\$0		\$0	\$0	\$ 43,685
\$	258,066		\$0		\$0	\$0	\$ 258,066
	\$0		\$0		\$0	\$0	\$0
\$ 1,	.001,869	\$ 13	4,184	\$:	258,235	\$0	\$ 1,394,288
	11.00		1.00		0.00	0.00	12.00
	Perm	ission to Co	ntinu	e Informa	ation		
Personi			01000	in province		Filled FTE	PTC Expiration Date
	\$0	enilline(0.000)/20/20/24	\$ 0	esconting is still	\$0	0.00	
Review	Staff Init	ials			Com	nments	
DOMESTIC STREET	CHICAGO CONTRACTOR				COII		
	From: ABTPA funds to inrough fing age Grant \$ \$ 1,	From: Fee ABTPA - Auto Butter funds to a sub-reterough from anothing agency below \$ 700,118 \$ 43,685 \$ 258,066 \$ 0 \$ 1,001,869 11.00 Perm Personnel Cost \$ 0 Review Staff Init	Sheriff - Law Enforcement Fracy Miller, Planner 512.854.6923 SCATTF - Sheriff's Combined From: Federal: ABTPA - Auto Burglary Theff funds to a sub-recipient? Inrough from another ing agency below. Grant Funds \$ 700,118 \$ 13- \$ 43,685 \$ 258,066 \$ 0 \$ 1,001,869 \$ 13- 11.00 Permission to Co Personnel Cost Operating \$ 0 Review Staff Initials \[\sumsetem \sum	Sheriff - Law Enforcement Fracy Miller, Planner 512.854.6923 SCATTF - Sheriff's Combined Auto From: 09- Federal: ABTPA - Auto Burglary Theft Preventions to a sub-recipient? Inrough from another ing agency below. Grant Funds \$ 700,118 \$ 134,184 \$ 43,685 \$ 0 \$ 258,066 \$ 0 \$ 0 \$ 0 \$ 1,001,869 \$ 134,184 11.00 1.00 Permission to Continu Personnel Cost Operating Cost \$ 0 \$ 0 \$ 0 \$ 0 \$ 1,001,869 \$ 134,184	Fracy Miller, Planner 512.854.6923 SCATTF - Sheriff's Combined Auto Theft Tas From: 09-01-2013 Federal: ABTPA - Auto Burglary Theft Prevention Autorium and the sing agency below. Grant Funds County Cost Share Budg County Cost Share \$ 700,118 \$ 134,184 \$ \$ \$ 43,685 \$ \$ 0 \$ \$ 258,066 \$ 0 \$ \$ 0 \$ \$ 1,001,869 \$ 134,184 \$ \$ 11.00 \$ 1.00 Permission to Continue Information of the sing Cost Staff Initials Personnel Cost Operating Cost Estimates \$ 0 \$ 0 \$ 0 \$ 0 \$ 0 \$ 0 \$ 0 \$ 0 \$ 0 \$	Sheriff - Law Enforcement Fracy Miller, Planner 512.854.6923 SCATTF - Sheriff's Combined Auto Theft Task Force From:	Grant Funds Grant Funds Grant Funds Grant Funds Grant Funds County Cost Share Share County Cost Share Share County Cost Share Share County Cost Share From: State: County Cost County Contribution (Cash Match) State: State: Frederal: Yes: In-Kind State: Yes: In-Kind State: Frederal: Yes: In-Kind State: State: State: In-Kind State: State: State: State: State: State: State: State: State: State: State: State: State: State: State: State: State: State: State:

		Performance M	Measures						
#	Measur e	Actual FY 11 Measure	Projected FY 12 Measure	Projected FY 13 Measure	Projected FY 14 Measure				
+ -		Applicable Depar	tmental Measures						
1.									
2.	=								
3.									
+ -	- Measures for the Grant								
1.	Public Awareness			125	100				
	Outcome Impact Description	Educate and proburglaries	ovide tools to dete	er and prevent aut	to thefts and				
2.	Interdiction Operations			215	100				
	Outcome Impact Description	Conduct stings	in areas of high in	cident.					
3.									
	Outcome Impact Description			J					

PBO Recommendation:

The Travis County Sheriff's Office is requesting approval to submit the annual application to the Automobile Burglary and Theft Prevention Authority for the Sheriff's Combined Auto Theft Task Force Grant. The application is submitted on behalf of Travis County and 16 other Counties with the Sheriff of each County forming the advisory board of the program. Travis County has typically received roughly half of the award with the other counties receiving the remaining funds. Travis County's portion of the match is fully budgeted.

Please note, the grant submitted is the electronic version. There is also a non electronic version that includes signature pages that must be signed. Other than signatures, the versions are the same.

PBO recommends approval to submit the application to continue the existing program that has been in place for the last sixteen years.

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

The goal of the program is to reduce auto theft rates in the task force areas.

2. Departmental Resource Commitment: What are th	ie long term County	funding requirement	its of the grant?
--	---------------------	---------------------	-------------------

NA		
I		

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

Matching funds are from Travis County for the field agent salary and the County Agents salary fringe benefits.

4.	Does the grant progr	ram have an indirect	cost allocation,	in accordance w	ith the grant rules?	If not, please
ex	cplain why not.					•

No - not allowable.

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

NA

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

The Task Force has been in existence since 1995.

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

The program has been very successful in combining multi-county efforts to combat auto theft rings and individuals in our part of the State of Texas.



JAMES N. SYLVESTER Chief Deputy

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

PHYLLIS CLAIR Major - Law Enforcement

DARREN LONG
Major - Corrections

MARK SAWA
Major - Administration & Support

April 20, 2013

MEMORANDUM

TO:

Honorable Sam Biscoe, County Judge

Honorable Ron Davis, Commissioner, Precinct 1 Honorable Sarah Eckhardt, Commissioner, Precinct 2 Honorable Gerald Daughtery, Commissioner, Precinct 3 Honorable Margaret Gomez, Commissioner, Precinct 4

FROM:

Tracy J Miller, Planner

SUBJECT:

FY2014 Auto Theft Prevention Authority Grant Application

Attached is our grant renewal application to the Auto Theft Prevention Authority for the FY2014 grant cycle.

This will be the 17th year of participation by Travis County and the Sheriffs' Combined Auto Theft Task Force (SCATTF) in this program. The SCATTF is currently comprised of 17-Counties (Bastrop, Bell, Blanco, Caldwell, Colorado, Comal, Fayette, Gonzales, Guadalupe, Hays, Lee, Llano, Milam, Travis, Wharton, Williamson and Wilson Counties) with the Sheriff of each county forming the Advisory Board of SCATTF.

The grant request is in the amount of \$1,394,288. We project our match will be in excess of \$258,235. The match will consist of one deputy from Travis County and the fringe salary benefits from all personnel assigned to the task force.

We appreciate the support the Travis County Commissioners Court has given us in our effort to reduce crimes against people and property, which are so costly to our citizens and are hopeful that our application will be fully funded in the upcoming year by the Auto Theft Prevention Authority and the State of Texas.

cc: Travis Gatlin, PBO
James Connolly, County Attorney's Office
Janice Cohoon, County Auditor's Office



1. Applicant Information

a. Legal Name:

Travis County

b. Address

C.

Street or P.O. Box:

PO Box 1748

City:

Austin

County:

State:

Texas

Zip Code: 78767

Organizational Unit:

Travis County Sheriff's

Office

d. Contact Person:

Major Phyllis Clair

Telephone Number:

5128546923

2. State Payee ID Number:

746000192

3. Type of Applicant

County

If "Other", please specify:

N/A

4. Type of Application:

New

✓ Continuation

Revision

If Revision, check appropriate box(es).

Increase Award

Decrease Award

Other (specify)

Increase Duration

Decrease Duration

If "Other", please specify:

N/A

5. Title of Project:

Sheriff's Combined Auto

Theft Task Force

(SCATTF)

6. Areas of Project

Activities (Cities,

Counties, States, etc.):

Select a County:

Bastrop County

Bell County
Blanco County
Caldwell County
Colorado County
Comal County

Fayette County
Gonzales County
Guadalupe County
Hays County
Lee County
Llano County
Milam County
Travis County

Wilson County

Wharton County
Williamson County

7. Proposed Project:

Start Date:

9/1/2013

Ending Date:

8/31/2014

8. Is application subject to review by state executive order 12372 process?

YES, this application was made available to the Texas Review and Comment System (TRACS) for

review on

Program is not covered by E. O. 12372

Program has not been selected by state for review

✓ NO

9. Funding Summary:

Total State Grant Funds Requested \$1,001,869

(ABPTA)

Cash Match:

\$392,419

In-Kind Match:

\$0

Total:

\$1,394,288

10. Is the applicant delinquent on any federal debt?

YES If "YES" attach an

✓ NO

explanation

11. To the best of my knowledge and belief, all data in this application is true and correct. The document has been duly authorized by the governing body of the applicant and the applicant will comply with the attached assurances if the assistance is awarded.

a. Authorized Official:

Samuel T. Biscoe

b. Title:

County Judge

c. Telephone Number:

5128549555

d.

e.

Item 1.

Does this assistance request require state, local, regional, or other priority rating?

Yes ✔ No

If "Yes" please complete

Name of Governing Body:

Priority Rating:

Item 2.

Does this assistance require state, or local advisory, education, or health clearance?

Yes ✔ No

If "Yes" please complete

Name of Agency or Board:

Item 3.

Does this assistance request require state, local, regional, or other planning approval? *

Yes ✔ No

If "Yes" please complete

Name of Approving Agency:

<u>Item 4.</u>

Will the assistance requested serve a federal installation?

Yes ✔ No

If "Yes" please complete

Name of Federal Installation:

Federal Population Benefiting from Project:

Item 5.

Will the assistance requested have an impact on the enviornment?

Yes ✔ No

ltem 6.

Will the assistance requested cause the displacement of individuals, families, businesses or farms?

Yes ✔ No

If "Yes" please complete

Number of Individuals:

Families:

Businesses:

Farms:

<u>Item 7.</u>

Is there other related assistance on this project (previous, pending, or anticipated)?

Yes ✔ No

If "Yes" Explain:

Organization: Travis County

Personnel: Task Force Sergeant

2014-T01-Travis C-00008

Title or Position	% of	ABTPA	Cash	In-Kind	Total
	Salary	Funds	Match		
Task Force Sergeant	100%	\$104,510	\$ 0	\$0	\$104,510
Public Awareness Coordinator	100%	\$41,350	\$0	\$0	\$41,350
Field Agent - Bastrop	100%	\$47,500	\$0	\$0	\$47,500
Field Agent - Colorado	100%	\$44,640	\$0	\$0	\$44,640
Field Agent - Comal	100%	\$69,763	\$0	\$0	\$69,763
Field	100%	\$50,648	\$0	\$0	\$50,648
Agent					
Guad					
alupe					
Field Agent - Hays	100%	\$52,110	\$0	\$0	\$52,110
Field Agent - Travis	100%	\$95,125	\$0	\$0	\$95,125
Field Agent - Travis	100%	\$95,125	\$ 0	\$0	\$95,125
Field Agent - Wharton	100%	\$48,705	\$ 0	\$0	\$48,705
Field Agent - Travis	0%	\$0	\$95,125	\$0	\$95,125
NEW - Office Assistant	0%	\$30,239		\$0	\$30,239
Total Direct Salaries		\$679,715	\$95,125	\$0	\$774,840
Total Requested Amounts					

Narrative

TASK FORCE SERGEANT (40 hours / week, 100%):

- Oversees the daily operations and management of the Task Force. Direct liaison with all public entities.
- Oversees all Field Operations, which includes seizures and forfeitures (sales, etc.) by the Task Force members.
- Maintains the Confidential Informant files; supports operations; scheduling assignments; planning and schedules training.
- Strategic planning for resource deployment and organizational objectives.
- Makes official visits to Out-of-County agent offices.
- Helps the agents achieve their goals; maintain evaluations for all Task Force members. Provides guidance.
- Reviews all search warrants. Assists in all covert and overt operations; intelligence and information sharing.
- Works closely with the other 29-Auto Theft Task Forces within the State of Texas. Is actively involved with the ABTPA Board and TAVTI.

FIELD AGENTS (40 hours / week, 100%):

- Investigates criminal activity related to Auto Theft primarily, but not limited to their geographical area.
- Performs Salvage Inspections; Bait Vehicle Operations; locates Chop Shops; conducts training classes for Law Enforcement and for the public; performs covert and overt interdictions; plans and conducts surveillance operations for Burglary of Vehicles (BOV); writes search warrants.
- Investigates or assists with Insurance Fraud and Arson cases related to Auto Theft.
- Aids in the Public Awareness presentations and events.

PUBLIC AWARENESS COORDINATOR (40 hours / week, 100%):

Organization: Travis County

2014-T01-Travis C-00008

Personnel: Task Force Sergeant

- Ensures the grant budget is being properly maintained and allocated. Responsible for meeting grant goals. Responsible for confirming that all grant paperwork is submitted in a timely manner.
- Gathers and prepares monthly statistics and quarterly reports. Filing of all paperwork related to but not limited to goals set forth through the grant.
- Serves as a Notary.
- Conducts Public Awareness events throughout the 17-County area. Coordinates with local media for coverage of public awareness events and noteworthy Vehicle Crime articles.
- · Webmaster for the www.scattf.org website.
- Prepares requisitions for all equipment, office and field supplies and clothing ordered for the Task Force. Receives all items and follows through with invoices to the proper departments, conducts and keeps track of all inventories.

OFFICE SPECIALIST, Sr (40 hours / weekly / 100%):

- Answering the office phones / direct calls to appropriate personnel / takes and relays messages.
- Opens and distributes incoming mail, prepares mail-outs and maintains the Task Force mailing lists.
- Responsible for all filing and responsible to keep the file room organized.
- Schedule all Task Force meetings. Keeps and distributes the minutes of all Task Force and Board of Governors meetings.
- Creates data bases and generates reports using spreadsheets.
- Assists with any and all travel / training requests and submittals.
- Responds to administrative questions and ensures necessary follow-up.
- Will review all cases as they are received and make notification to TCIC if the vehicle has been recovered since the initial report has been taken.
- Will assist the Public Awareness Coordinator with events as necessary.

Organization: Travis County

2014-T01-Travis C-00008

Personnel

Title or Position	% of	ABTPA	Cash	In-Kind	Total
	Salary	Funds	Match	(4)	
	%				\$0
	%				\$0
	%				\$0
	%				\$0
	%				\$0
	%				\$0
	%				\$0
	%				\$0
	%				\$0
	%				\$0
	%				\$0
	%				
Total Direct Salaries		\$0	\$0	\$0	\$0
Total Requested Amounts					

Narrative

Organization: Travis County

2014-T01-Travis C-00008

Fringe/Overtime

Fringe Benefits	% or \$ Rate	ABTPA	Cash	In-Kind	Total
		Funds	Match		
Overtime		\$5,000	\$0	\$0	\$5,000
Total Overtime		\$5,000	\$0	\$0	\$5,000

Narrative

Overtime will be used for:

- Bait Vehicle / Trailer Operations
- · Burglary of Vehicle surveillance
- After-hour call outs for Auto Theft and Burglary of Vehicle
- · Late calls and hold overs for investigators
- · Public Awareness events to include those held after normal business hours and on weekends

Requested Amount \$5,000 Equals hours available (Average hrly wage x time and ($$29.71 \times 1.5$) (112 hours) a half)

Note: Your Total ABTPA Funds for Fringe Benefits may only be a maximum of 25% of your Total ABTPA Direct Salaries.

Fringe Benefits	% or \$ Rate	ABTPA Funds	Cash Match	In-Kind	Total
FICA		\$2,313	\$58,078	\$0	\$60,391
Retirement		\$4,092	\$95,817	\$ 0	\$99,909
Insurance		\$8,939	\$112,536	\$0	\$121,475
Other (Explain) unemployment, workers comp, certification, longevity/uniform		\$59	\$30,863	\$0	\$30,922
Total Fringe Benefits		\$15,403	\$297,294	\$0	\$312,697
Total Fringe/Overtime Bu	dget	\$20,403	\$297,294	\$0	\$317,697

Narrative

Fringe Benefits are various benefits received by an employee in addition to his or her regular pay. Fringe Benefits for the SCATTF are paid by the county in which the investigator / employee works. These benefits are calculated and placed in the 'cash match' section of the grant. These benefits are medicare, workers compensation, unemployment, life insurance, longevity, certification and miscellaneous expenses requested by the requesting county such as a uniform stipend.

Upload additional information:

Grant Staff Only:

Check to disable 25% match error check.

Organization: Travis County

2014-T01-Travis C-00008

Professional and Contractual Services: N/A

Description of Service	ABTPA Funds	Cash Match	In-Kind Match	Total
N/A				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
Total Professional & Contractual Services	\$0	\$0	\$0	\$0

Briefly describe any anticipated contractual arrangement and work products expected. Describe basis for arriving at the cost of each line item. Professional services (such as consultants, trainers, counselors, evaluators, etc.) should be described by type of service, number of hours, rate per hour, and travel costs. Currently not funded by ABTPA.

Upload additional information:

Travel

Organization: Travis County

2014-T01-Travis C-00008

✓ We are following our City / County Travel Policy

In-State Travel					
Purpose	Destination	ABTPA	Cash	In-Kind	Total
		Funds	Match	Match	
ABTPA Annual Summit	TBA	\$3,795	\$0	\$0	\$3,795
TAVTI Conference	San Marcos	\$5,641	\$0	\$0	\$5,641
Border Solutions Meeting	TBA	\$544	\$0	\$0	\$544
		\$0	\$0	\$0	\$0
		\$0	\$0	\$0	\$0
		\$0	\$0	\$0	\$0
		\$0	\$0	\$0	\$0
In-State Travel Total		\$9,980	\$0	\$0	\$9,980
Out-of-State Travel					
Purpose	Destination	ABTPA	Cash	In-Kind	Total
- 37 - 41		Funds	Match	Match	
N/A		\$0	\$0	\$0	\$0
		\$0	\$0	\$0	\$0
		\$0	\$0	\$0	\$0
		\$0	\$0	\$0	\$0
Out-of-State		\$0	\$0	\$0	\$0
Travel Total					
Total Travel Budget		\$9,980	\$0	\$0	\$9,980

Briefly describe the applicant's travel policy (i.e., mileage rates and per diem rates). Specify Purposes for each item of travel. Break out costs of each in-state and each out-of-state trip to separately show the specific costs of transportation and per diem.

ABTPA Annual Summit – 4 nights – lodging is \$2,507; per diem is \$1,288.

TOTAL is \$3,795

TAVTI Conference (which our Task Force is hosting) in San Marcos – 5 nights – we are only asking for lodging. TOTAL from the grant is \$5,641

(We are asking to cover the per diem at \$46 a day for a total of \$3,220 and \$350 in miscellaneous expenses for a total of \$3,470 from programmed income.)

Border Solutions Meeting – 1 night – lodging is \$310; per diem is \$184; miscellaneous expenses are \$50.

Total is \$544.

Grand TOTAL for TRAVEL - \$9,980

Upload additional information:

04/23/2013

Organization: Travis County

Equipment: Undercover Investigative Trucks (9)

2014-T01-Travis C-00008

Equipment Name or Description and Quantity (Do not List Brand Names)	ABTPA Funds	Cash Match	In-Kind Match	Total
Undercover Investigative Trucks (9)	\$258,066			\$258,066
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
Total Equipment Purchases	\$258,066	\$0	\$0	\$258,066

Briefly describe the use of equiptment and the cost of each line item.

Detective's Trucks – replacement trucks for the investigators and sergeant. We have not purchased new vehicles since 2007 and all vehicles are currently over 100,000 miles. The trucks will be assigned to the investigators within the Task Force who together cover a 17-County area. The local Sheriff's Offices will cover the fuel, insurance and maintenance. Due to recent budget cuts within the Sherriff's Offices, these vehicles would be of great importance and would be a great benefit in our continued effort to combat vehicle theft. They are \$28,674 each x 9 equals \$258,066.

Upload additional information:

Organization: Travis County

Supplies and DOE: Fuel and Maintenance

2014-T01-Travis C-00008

Directly Charged Supplies and Other Operating Expenses	ABTPA Funds	Cash Match	In-Kind Match	Total
Fuel and Maintenance	\$10,778	\$0	\$0	\$10,778
Cellular Airtime	\$12,927	\$0	\$0	\$12,927
Public Awareness Funds	\$5,000	\$0	\$0	\$5,000
Confidential Informant Funds	\$5,000	\$0	\$0	\$5,000
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
Total Supplies and Direct Operating Expenses	\$33,705	\$0	\$0	\$33,705
				\$33,705
				\$33,705

Briefly describe the basis for arriving at the cost of each line item and the use of each other item. For BOTH the Public Awareness Vehicle and the Bait Car – funds for fuel and maintenance. The PUBLIC AWARENESS VEHICLE is used to aid in public awareness events. We estimate 140 gallons per month, x 12 month, at \$3.85 per gallon, equals \$6,468 plus \$1,000 for maintenance. The BAIT CAR is used for undercover operations and surveillance. We estimate 50 gallons per month, x 12 months, at \$3.85 per gallon, equals \$2,310 plus \$1,000 for maintenance.

Cellular Airtime – for phones, laptops, trackers and the bait car. Cell phones are supplied to members of the task force. The average fee is \$676.21 per month, x 12 months, equals \$8,114.52. The task force members are provided mobile computers to allow them internet access and the ability to access email from the field. Airtime for the bait car and for the trackers is also generated from a cellular account. The average fee is \$400.98 a month, x 12 months, equals \$4,811.76.

Public Awareness Funds – Public Awareness Funds will be used to purchase items to increase awareness regarding auto thefts and burglary within our 17-County area such as community gatherings, fairs, festivals, etc.

Confidential Funds – will be used in accordance with Travis County Sheriff's Office Policy. All funds will be tracked and reported and can be used for things such as undercover operations, surveillance and informant payments. All uses must be approved by the Task Force Sergeant and receipts will be provided.

Upload additional information:

Organization: Travis County

2014-T01-Travis C-00008

Indirect Cost

	ABTPA Funds	Cash Match	In-Kind Match	Total
Indirect Costs				\$0
Total Indirect Costs				\$0

Currently ABTPA does not fund indirect costs, except for the Council of Government agencies. Applicants my not use option (A) without having an official cost allocation plan developed in accordance with OMB Circular No. A-87. The amount may be entered as ABTPA funds or cash match for those applicants having such an approved plan.

N/A

Organization: Travis County

Budget Summary

2014-T01-Travis C-00008

	Budget Categories	ABTPA	Cash	In-Kind	Total
		Funds	Match	Match	
Α	Personnel (Salaries/Overtime)	\$684,715	\$95,125	\$0	\$779,840
Α	Personnel (Fringe Benefits)	\$15,403	\$297,294	\$0	\$312,697
В	Contractual	\$0	\$0	\$0	\$0
С	Travel	\$9,980	\$0	\$0	\$9,980
D	Equipment	\$258,066	\$0	\$0	\$258,066
E	Supplies & Direct Operating Exp.	\$33,705	\$0	\$0	\$33,705
F	Indirect Costs	\$0	\$0	\$0	\$0
	Totals (Sum of 7-8)	\$1,001,869	\$392,419	\$0	\$1,394,288

Source of Match	Amount
Travis County General Fund Benefits &	\$270,295
Salaries	
Other Counties Benefits	\$122,124
Source of Match Total	\$392,419
Program Income	Amount

Program Income Total \$0

Schedule	In Kind Match	Amount
A		\$0
В		\$0
C		\$0
D		\$0
E		\$0
	In Kind Match Total	\$0

Organization: Travis County

Problem Statement & Historical Information

2014-T01-Travis C-00008

a. Provide an assessment of the auto theft and burglary problem in the areas of coverage and existing activities that address the problem. Identify the target population and the geographical target area.

The SCATTF region is a hub of crossroads between Mexico and states north along the IH-35 corridor, US Hwy 59 to the East and West of IH-10 between San Antonio and Houston and US Hwy 290 East and West. In 1997 with the aid of the ABTPA Grant, Travis County initiated the first regional effort to combat auto-related criminal activity and has continued to focus on those efforts ever since. Total square mileage of the geographical area of the 17-Counties that are the Task Force equal 14,698 square miles. The target population, being made up of both urban (where more thefts occur) and rural (where theft rings and chop shops can go undetected more easily) is 2,487,129. Counties in the Task Force include: Bastrop, Bell, Blanco, Caldwell, Colorado, Comal, Fayette, Gonzales, Guadalupe, Hays, Lee, Llano, Milam, Travis, Wharton, Williamson and Wilson. The members of the Task Force continue to educate the citizens of the SCATTF jurisdictional areas and education is the most effective tool in the prevention of Auto Thefts and Vehicle Burglaries alike. See attached for additional information.

b. Describe the extent to which this project will duplicate or overlap existing activities, and why that (if any) is necessary.

We often overlap with the Austin Police Department Interdiction Project. We both conduct VTR 68-A inspections, PR events, bait vehicle operations and on occasion some of our investigations overlap. APD works inside the city limits, while the Task Force works the unincorporated areas.

Describe and document trends of the problem and the need that makes this grant necessary.

Our area is comprised of small rural Sheriff's Offices. Without our expertise, these agencies have no one to call upon. Most agencies have very limited manpower or experience in the Auto Theft or Vehicle Burglary fields. As VTR 68-A's are becoming more and more numerous each year (and DPS has stopped performing this service) the counties and local police departments far and wide have no one else to call but their local area Task Force. And in some areas of Texas, known as "no-mans" land, the thieves are getting bolder and bolder. Title fraud cases are on the increase as thieves are able to simply use a pen and paper to "steal" vehicles.

d. Using the spreadsheet below, provide accurate statistical data for problem in project area.
 (e.g. cite 3 years of UCR data) Please provide all data that is available for your agency or agencies:

Vehicle Theft Data	Year 1	Year 2	Year 3
	2012	2011	2010
Number of Stolen Vehicles	394	458	536
Number of Recovered Vehicles	574	596	703

Number of (other) Vehicles

Automobile Burglary & Theft Prevention Authority

Organization: Travis County		2014-T01-Travis C-00008		
Problem Statement & Hi	storical Information			
Number of Arrests	156	128	161	
Number of Auto Theft Training Classes	11	15	12	
Number of (other) Cases Worked	383	363	185	
Theft from a Motor Vehicle Data	Year 1	Year 2	Year 3	
	2012	2011	2010	
Number of Burglaries of a Vehicle	1287	1187	1325	
Number of Recovered Items	0	0	0	
Number of Arrests	43	12	18	
Number of (other)	0	0	0	
Number of (other)	0	0	0	
Other Motor Vehicle Crimes	Year 1	Year 2	Year 3	
	2012	2011	2010	
68A Inspections	1346	884	819	
Salvage Inspections	22	41	46	
Number of Stolen Vehicle Inquiries	0	0	0	

7598

10791

10191

Organization: Travis County

Proposed Objectives

2014-T01-Travis C-00008

a. Select the standard goal and describe the specific objectives of the project. Include any quantifiable data by which activities measure.

Auto Theft Goal

GOAL 1: REDUCE THE INCIDENT OF MOTOR VEHICLE THEFT.

Objective 1. Locate and shut down chop shops (6)

Objective 2. Conduct salvage inspections (20)

Objective 3. Conduct interdiction activities (100)

Auto Burglary Goal

GOAL 2: REDUCE THE INCIDENT OF THEFT FROM A MOTOR VEHICLE.

Objective 1. Conduct tire sting operations (6)

Objective 2. Conduct burglary of vehicle surveillance operations (10)

Objective 3. Conduct bait car sign operations using the sign boards (5)

Public Awareness Goal

GOAL 3: PUBLIC AWARENESS METHODS USED TO EDUCATE THE CITIZENS OF TEXAS AND TRAINING OF QUALIFIED PERSONNEL IN THE DETECTION AND PREVENTION OF AUTO BURGLARY & THEFT.

Objective 1. Public awareness events (100)

Objective 2. Training for officers (10)

Objective 3. Reach (14,000,000) through media outreach, training and PR events

Grantee Goals

GOAL 7: PREVENT THE INCIDENT OF FRAUDULENT TITLES AND REGISTRATION OF STOLEN VEHICLES.

Objective 1. Fraudulent title inspections (5)

Objective 2. Fraudulent dealer license plate cases / citations (5)

Objective 3. Conduct fraudulent license plate classes for LE officers (4)

Grantee Goals

GOAL 8: REDUCE THE INCIDENT OF AUTOMOBILE INSURANCE FRAUD.

Objective 1. Collaborate with NICB on a quarterly basis (4)

Objective 2. Investigate or Assist with Arson Cases (4)

Objective 3. Investigate or Assist with Insurance Fraud Cases (2)

b. Describe how the project will impact the stated problem.

The expertise of the Task Force is well known both inside and outside the 17-County region and is called upon routinely for assistance. We are quickly becoming experts in counterfeit or fraudulent dealer license plates and fraudulent titles as well. We will continue to accomplish all of this through training of Law Enforcement agencies and working to educate the public through public awareness campaigns.

c. Describe proposed plan for auto theft crime prevention, education and training.

VIN etchings, HEAT registrations, neighborhood meetings, Lions and Rotary Clubs, mock citations, stuff brochures in billings, etc. Hold Auto Theft, Salvage Inspections and Highway Interdiction classes for Law Enforcement throughout the state.

Organization: Travis County

Functions Of Proposed Project

2014-T01-Travis C-00008

The functions of the project should:

Identify the service needs to be met by the project and the applicant's experience or qualifications. Describe how this project will cooperate/coordinate activities with other appropriate agencies/projects. Describe in what way (if any) is this project innovative and what methods taken to assure that the project demonstrates cross-cultural awareness in all project activities and in its staffing and training.

- A. Crime prevention, education and training will be major focuses of the Task Force. We will attempt to reach as many citizens as possible with Public Awareness, educating them in the causes of and solutions for Auto Theft and Burglary of Vehicle.
- B. Conducting Salvage Inspections and performing covert and overt surveillance. VTR 68-A inspections and locating Chop Shops will remain a function of the Field Agents. There is over 80 years of combined experience among our Field Agents, with three of them being experts.
- C. SCATTF has an outstanding working relationship with the APD Auto Theft Interdiction Unit as well as other Task Forces. We schedule highway interdictions and / or Salvage Inspections and routinely invite DPS and local agencies to participate.
- D. The Task Force continually works with other agencies with the State. These operations and cooperation allow the Task Force agents to learn from each other; fostering relationships that assists in the sharing of information; not only in our area, but about the State as a whole.
- E. The Texas Commission on Law Enforcement Standards mandates all licensed Peace Officer's participate in a cultural awareness class at a minimum of every other year. Federal law requires that a racial profiling form be completed on all traffic stops made.
- F. SCATTF is an innovative program within the 17-County area. Each Sheriff involved has commented on the cohesiveness and work performance the Task Force provides.

Organization: Travis County

Evaluation Design

2014-T01-Travis C-00008

The program evaluation should indicate how the applicant will assess the sucess of the project and the extent to which the strategy achieved the project's goals and objectives.

a. Describe the design of a plan for local evaluation of this project.

An important aspect in evaluating a program of this magnitude is whether the participating agencies (Sheriff's Office) perceive the program as one that is worthwhile in THEIR county and whether all counties coordinating efforts with each other are for the good of all involved. We will continue to host bi-yearly Board of Governor's meetings to discuss items relevant to this project and receive feedback. Minutes are recorded and all present are invited to speak on any item of interest.

b. Cite relevant data that will be used to measure the effectiveness of this project.

We keep monthly statistics to track the progress of the unit and to ensure we are meeting our goals set forth at the beginning of the Fiscal Grant Year. We monitor our individual county, the 17-County Task Force area and the State as a whole; to ensure we are continuing to make a difference in the fight against Auto Thefts and Burglary of Vehicles.

c. Describe the mechanism to evaluate the programs progress.

Monthly statistics, along with monthly progress reports, quarterly financial reports and end of year statistics are submitted to track our progress. We ensure our goals are reached each year and we also use feedback from our bi-yearly Board of Governor's meetings.

Organization: Travis County

2014-T01-Travis C-00008

Designation of Grant Officials

Project Title:

Sheriff's Combined Auto Theft Task Force

Organization Name Address Travis County PO Box 1748 Austin, TX 78767

Phone: (512) 854-9735 Fax: (512) 854-7410

Federal Tax ID

17460001922021

ABTPA Funds Requested

\$1.001.558

New ✓ Continuation

Project Director

Prefix

Ms. First Name: Phyllis Last Name: Clair

Title Major Business Address: PO Box 1748 | 5555 Airport Blvd

City Austin State: Texas Zip: 78767

Phone 512-854-9759 Fax: 512-854-3289 E-Mail: phyllis.clair@co.travis.tx.us

Alternate Signature Name Lieutenant Jason Jewert

Phone 512-854-7401

Project Manager

Prefix Mr. First Name: Tommy Last Name: Wooley

Title Sergeant Business Address PO Box 1748 | 7811 Burleson-Manor Rd.

 City
 Austin
 State Texas
 Zip 78767

 Phone
 512-854-7423
 Fax: 512-854-7410

E-Mail: tommy.wooley@co.travis.tx.us

Alternate Signature Name Lieutenant Jason Jewert

Phone 512-854-7401

Financial Officer

Prefix Ms. First Name Nicki Last Name Riley

Title County Auditor Business Address PO Box 1748

City Austin State Texas Zip 78767

Phone 512-854-9125 Fax 512-854-9164 E-Mail nicki.riley@co.travis.tx.us

Alternate Signature Name Auditor Paul Lyon

Phone 512-854-9125

Authorized Official

Prefix Mr. First Name Samuel Last Name Biscoe
Title County Judge Business Address PO Box 1748

City Austin State Texas Zip 78767

Phone 512-854-9555 Fax 512-854-9535 E-Mail sam.biscoe@co.travis.tx.us

Alternate Signature Name Judge's designee (we do not know)

Phone 512-854-9555

Organization: Travis County

Americans w/ Disabilities Act (ADA)

2014-T01-Travis C-00008

The Grantee hereby assures and certifies compliance with Subchapter II, Part A of the Americans with Disabilities Act (ADA), 42 U.S.C., Sections 12131-12134, and Department of Justice ADA regulations, 28 CFR Part 35.

✓ I have read and understood the instructions provided.

Organization: Travis County

Non-Supplanting Certification

2014-T01-Travis C-00008

I certify that the programs proposed in this application meet all the requirements of the Texas Civil Statutes, Article 4413(32a), §6(a)(7), (a) Texas Civil Statutes, Article 4413(32a), §6(a)(7), requires that state funds provided by this Act shall not be used to supplant state or local funds. Public Law 98-473 requires that federal funds provided by that Act shall not be used to supplant state or local funds.

I further certify that ABTPA funds have not been used to replace state or local funds that would have been available in the absence of ABTPA funds. The certification shall be incorporated in each grantee's report of expenditure and status of funds referred to under §57.3(6) of this title (relating to Adoption by Reference).

✓ I have read and understood the instructions provided.

Organization: Travis County

Compliances

2014-T01-Travis C-00008

The attached digest of your grant application represents the Automobile Burglary & Theft Prevention Authority Board's approved amount. The digest represents budgeted amounts only and does not approve any items that conflict with the participating agency's personnel, procurement, travel, or local government code policies and procedures.

The grantee will be responsible in determining that the following requirements are being met prior to the release of funds:

- 1. Salaries are in accordance with local policy of the participating agencies.
- 2. Personnel are classified in accordance with the needed qualification for the position.
- 3. Fringe Benefits are in accordance with local policy of the participating agencies.
- 4. Travel Policy is in accordance with the travel policy of the participating agencies.
- ✓ I have read and understand the instructions provided.

Organization: Travis County

2014-T01-Travis C-00008

Equal Employment Opportunities (EEO)

Agencies that employ fewer than 50 people are not required to file an equal opportunity program in accordance with 28 CFR 42.301 etseq., Subpart E.

Agencies that employ 50 or more people and has received or applied to the Automobile Burglary & Theft Prevention Authority for total funds in excess of \$25.000 are considered to have formulated an equal employment opportunity program in accordance with 28 CFR 42.301 et seq.

This agency employs fewer than 50 people.

No ✓ Yes

If yes above, please provide the office of record.

Name

Diane Poirot

Title

Director Human Resources

Address

PO Box 1748

City

Austin

State

Texas

Zip Code

78767

Organization: Travis County

2014-T01-Travis C-00008

Assurances

ASSURANCES CERTIFICATION

I certify that the programs proposed in this application meet all the requirements of the Texas Automobile Burglary & Theft Prevention Authority Program, that all the information presented is correct, and that the applicant will comply with the provisions of the Automobile Burglary & Theft Prevent Authority and all other federal and state laws, regulations, and guidelines. By appropriate language incorporated in each grant, subgrant, or other document under which funds are to be disbursed, the undersigned shall assure that the applicable conditions above apply to all recipients of assistance.

✓ I have read and understand the instructions provided.

Organization: Travis County

Independent Annual Audit Certification

2014-T01-Travis C-00008

The grantee assures compliance by itself and its applicable sub-recipients (contractors) with the Single Audit Act Amendments of 1996, P.L. 104 - 156 and, particularly, with the requirements of OMB Circular A-133 as follows (check one):

- Grant(s) expenditures of \$300,000 or more in federal funds An annual single audit by an independent auditor made in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133.
 - Grant(s) expenditures of \$300,000 or more in state funds An annual single audit by an independent auditor made in accordance with the Uniform Grant and Contract Management Standards (UGCMS).
 - 3. Grant(s) expenditures of less than \$300,000 in federal funds-Exempt from the Single Audit Act. However, ABTPA may require a limited scope audit as defined in OMB Circular A-133.
 - Grant(s) expenditures less than \$300,000 but \$50,000 or more in state funds. A program-specific audit.
 - 5. Grant(s) expenditures less than a total of \$50,000 in state funds-Financial Statements audited in accordance with Generally Accepted Audited Standards (GAAS).

NOTE: Grantees exempt from the Single Audit Act requirements (i.e. those expending less than \$300,000 in total federal financial assistance) are prohibited from charging the cost of a Single Audit to a Federal award.

Regardless of items checked above, the grantee should, within 60 days following the date of the grant award, furnish the following information:

- 1. The identity of the organization conducting the audit.
- 2. Approximate time audit will be conducted.
- 3. Audit coverage to be provided.

Automobile Burglary & Theft Prevention Authority

Organization: Travis County

Interagency Review and Approval

2014-T01-Travis C-00008

Prior to expending grant funds, the grantee is required to submit a copy of the interagency agreement between the grantee and each agency of the task force receiving ABTPA grant funds, for review and approval.

The interagency agreement must include the following:

- (a) A detailed budget including personnel, travel, equipment, and other operating expenses that are to be reimbursed with grant funds (refer to Schedules in Grant Application where appropriate); and,
- (b) A copy of the Assurance Certification from each agency, other than grantee, receiving ABTPA funds. Attach signed certification to agreement. (In lieu of having the Certification signed, the list of Assurances, or reference to them, may be included in the body of the Interagency Agreement.)

Upload the Interagency Agreement below:

Automobile Burglary & Theft Prevention Authority

Organization: Travis County

District Attomey Contract

2014-T01-Travis C-00008

An example of a District Attorney Contract can be found here.

Upload the District Attorney Contract (if required) below: https://www.dmv.state.tx.us/apps/intelligrants_TXATP/_Upload/8396-DAInterlocals.pdf

Automobile Burglary & Theft Prevention Authority

Organization: Travis County

Procuring Consultants And Professional Services

2014-T01-Travis C-00008

To secure the professional services and/or the consultant services described in the approved grant budget, the following requirements shall apply:

a. **Fees and Arrangements.** The grantee shall consult and observe the guidelines stated in Section I, Financial and Administrative Requirements; Professional or Consultant Services.

b. Procurement Procedures

- 1. Purchases up to \$250 may be made on a spot purchase basis, without comparative pricing.
- 2. **Purchases between \$1000 and \$2,500** require a minimum of three oral bids, based on identical specifications. The purchaser (grantee) is required to maintain records for audit that show the name, telephone number, date, and bid amount of each source contacted.
- 3. **Purchases between \$2,500 and \$5,000** require that written invitations for bid, using identical specifications, be mailed to a minimum of three prospective suppliers. Such invitations must clearly state the deadline for receipt of written bids. The purchaser (grantee) is required to maintain records for audit that include copies of all invitations and all written responses thereto (including original signatures thereon).
- 4. Purchases above \$5,000 require formal newspaper advertising soliciting bids. The purchaser is required to maintain records for audit that include copies of the advertisement(s) and all written responses thereto (including original signatures thereon).
- 5. When the required services/supplies and/or the required skills are so unique that the purchaser cannot identify a minimum of three prospective sources when the cost exceeds \$1,000 the purchaser (grantee) shall seek guidance from the ABTPA. In such cases, the grantee shall provide to the ABTPA a letter containing all relevant facts and a proposed course of action.
- 6. Audit organi
- zations and individual independent auditors typically will not respond to an "invitation for bid," with precise specifications stipulated by the purchaser. In such cases, the purchaser should extend an "invitation for proposal" which permits the prospective supplier to develop the specifications of the engagement/purchase and to quote a relevant cost. It is then incumbent upon the purchaser to select the lowest cost proposal which meets the organizational needs.
- 7. In all instances, prior to the delivery of services, a written contract should be executed to secure professional and/or consultant services. An example can be found here.
- c. **Grantor Agency Approval.** Following the solicitation of bids and prior to the execution of a contract, the grantee shall obtain ABTPA approval, by providing the ABTPA with a letter containing the following:
 - 1. a brief narrative description of the specific procurement procedure (cited herein) that was used;
 - 2. a copy of the newspaper advertisement, if that method is required by the applicable procurement procedure (cited herein);
 - 3. a draft copy of the proposed contract;
 - 4. a list of vendors or practitioners from whom bids or quotes were solicited;
- ✓ I have read and understand the instructions provided.

4/23/13

PORTFOLIO ACCOUNTING & REPORTING

HOME: TRACKER: REPORTS: DATE TO DATE

Travis County Date To Date

Tracker Education: Interest Income - Book Value, by Fund Report Format: By Transaction Group By: Portfolio Name

Excel Print Edit Save As

▼ Carrying Value Date: 2/28/2013 ▼ End Date: 3/31/2013 Begin Date: 2/28/2013

▼ Index Select an Index Portfolio / Report Group: Report Group: Healthcare District

View Report

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Beginning Earned Difference

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				Buy						Realized		Market	Market	Farned
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Healthcare Bond Proceeds														
TexPool LGIP	TCHDTXPLPLBD	Local Government Investment Pool	0.00	0.00	279.31	0.00	00.0	0.00	279.31	0.00	279.31	Y.	Ϋ́	Y.X
Sub Total/Average Healthcare Bond Proceeds			0.00	0.00	279.31	0.00	0.00	0.00	279.31	0.00	279.31	00.00	0.00	00.00
Healthcare Operating														
City of Chicago - Midway International Airport 0.2 16757CVY7	2 16757CVY7	Corporate	0.00	0.00	0.00	0.00	0.00	740.56	740.56	0.00	740.56	334.44	1,075.00	740.56
EFGB 0.42 11/7/2014-12	3133EACR7	US Agency	0.00	0.00	0.00	0.00	0.00	3,080.00	3,080.00	00.0	3,080.00	10,360.00 13,440.00	3,440.00	3,080.00
FFCB 0.45 9/14/2015-12	3133EAV54	US Agency	00.0	0.00	18,000.00	0.00	0.00	0.00 -14,700.00	3,300.00	0.00	3,300.00	16,400.00	1,700.00	3,300.00
FFCB 0.65 12/27/2016-13	3133ECBN3	US Agency	0.00	0.00	0.00	0.00	0.00	5,362.50	5,362.50	00.0	5,362.50	9,912.50 15,275.00	5,275.00	5,362.50
FHLB 0.4 8/28/2015-13	313382A45	US Agency	0.00	0.00	0.00	0.00	0.00	3,000.00	3,000.00	0.00	3,000.00	0.00	3,000.00	3,000.00
EHLMC 0.525 11/20/2015-13	3134G3V56	US Agency	0.00	0.00	0.00	0.00	00.0	3,850.00	3,850.00	00'0	3,850.00	11,433.33 15,283.33	5,283.33	3,850.00
FHLMC 0.7 9/27/2016	3134G3K33	US Agency	0.00	0.00	28,000.00	0.00	00.0	-22,866.67	5,133.33	00.00	5,133.33	23,488.89	622.22	5,133.33
FNMA 0.75 2/6/2017-14	3135G0UA9	US Agency	0.00	0.00	0.00	0.00	0.00	6,187.50	6,187.50	0.00	6,187.50	4,125.00 10,312.50	0,312.50	6,187.50
FNMA 0.8 10/30/2015-13	3135G0KJ1	US Agency	0.00	0.00	0.00	0.00	00.0	5,147.73	5,147.73	0.00	5,147.73	18,982.27 24,130.00	4,130.00	5,147.73
Providence Healthcare 0.18 4/9/2013	74375WGH8	Corporate	0.00	0.00	0.00	0.00	00.00	620.00	620.00	0.00	620.00	1,000.00	1,620.00	620.00
Texas TERM 0.16 7/1/2013	TERMCP7113	Corporate	00.0	0.00	0.00	0.00	0.00	1,223.02	1,223.02	0.00	1,223.02	276.16	1,499.18	1,223.02
TexasDAILY LGIP	TCHDTXDA	Local Government Investment Pool	00.0	0.00	1,401.09	0.00	0.00	00.0	1,401.09	00.00	1,401.09	N/A	N/A	¥
TexPool LGIP	TCHDTXPLOP	Local Government Investment Pool	00.0	0.00	1,660.08	0.00	0.00	0.00	1,660.08	0.00	1,660.08	N/A	N/A	A'N
TexSTARLGIP	TCHDTXST	Local Government Investment Pool	00.0	0.00	1,223.28	0.00	00.0	0.00	1,223.28	0.00	1,223.28	Y/N	N/A	¥ _N
IX TERM 0,26 6/3/2013	TERMTCHD060313 Corporate	Corporate	00.00	0.00	0.00	0.00	00.0	1,766.57	1,766.57	00.0	1,766.57	9,915.62 11,682.19	1,682.19	1,766.57
Sub Total/Average Healthcare Operating			00.0	0.00	50,284.45	0.00	00.0	-6,588.79 43,695.66	13,695.66	00.00	43,695.66	43,695.66 106,228.21 99,639.42 39,411.21	9,639.42	9,411.21
Total / Average			0.00	0.00	50,563.76	0.00	0.00	-6,588.79 43,974.97	13,974.97	0.00	43,974.97	43,974.97 106,228.21 99,639.42 39,411.21	9,639.42 3	9,411.21
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Date To Date Report

Reagan Grimes @ Travis County



TRAVIS COUNTY FY 13 GRANT SUMMARY SHEET

Fund Source: Federal: State: Local: State: Local: State: Local: Local: State: Local: Local: State: Local: State: Local: Local: State: Local:									
Check One: Original: Amendment: Check One: New Grant: Continuation Grant: Continuation Grant: Contact Person/Title: Maya Duff/Grant Coordinator Phone Number: 854-7046 Grant Title: Taking the Smart Path: Enhancing Assessment and Training to Address Youths' Need Grant Period: From: Oct 1, 2013 To: Sep 30, 201 Fund Source: Federal: State: Local: Coral: Cora	Check One:		Ар	plicat	ion Approva	al: 🔽		Permission to C	ontinue:
Check One: New Grant: C Continuation Grant: Continuation Grant: Amendment: Check One: New Grant: C Continuation Grant: Continuation Grant: Contract Person/Title: Maya Duff/Grant Coordinator Phone Number: 854-7046 Grant Title: Taking the Smart Path: Enhancing Assessment and Training to Address Youths' Need Grant Period: From: Oct 1, 2013 To: Sep 30, 201 Fund Source: Federal: State: Local: C Sep 30, 201 Fund Source: Federal: State: No: No: Mill County provide grant funds to a sub-recipient? Yes: No: Mill County provide grant funds to a sub-recipient? Yes: No: Mill County provide grant funds to a sub-recipient? Yes: No: Mill County Grant funds pass-through from another agency? If yes, list originating agency below. Originating Grantor: Department of Justice Budget Categories Grant Funds County Cost Share County Cost County Cost Control Cost Control Continue Information County Cost Control Cost County County Cost County County County County County Co				Contr	act Approva	al: 🔲		Status	s Report:
Department/Division: Department/Division: Department/Division: Department/Division: Department/Division: Department/Division: Bureau of Justice Assistance Will County provide grant funds to a sub-recipient? Bureau of Justice Assistance Will County provide grant funds to a sub-recipient? Bureau of Justice Assistance Will County provide grant funds to a sub-recipient? Bureau of Justice Assistance Will County provide grant funds to a sub-recipient? Bureau of Justice Assistance Will County provide grant funds to a sub-recipient? Bureau of Justice Assistance Will County provide grant funds to a sub-recipient? Will County provide grant funds agency below. Originating Grantor: Department of Justice Budget Categories Grant Funds County Cost Share County Cost Countibution special County Cost Countibution special County Cost County Lin-Kind TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL Filled FTE PTC Expiration Date Permission to Continue Information Funding Source (Cost Center) Personnel Cost Operating Cost Stimated Total Filled FTE PTC Expiration Date Department Review Staff Initials County Auditor Maya Duff/Grant Coordinator Product Permission to Comments County Auditor	Check One:				Origina	al: 🔽		Ame	ndment:
Contact Person/Title: Maya Duff/Grant Coordinator Phone Number: 854-7046 Grant Title: Taking the Smart Path: Enhancing Assessment and Training to Address Youths' Need Grant Period: From: Oct 1, 2013 To: Sep 30, 201 Fund Source: Federal: ☑ State: □ Local: □ Grantor: Bureau of Justice Assistance Will County provide grant funds to a sub-recipient? Yes: □ No: □ Are the grant funds pass-through from another agency? If yes, list originating agency below. Originating Grantor: Department of Justice Budget Categories Grant Funds County Cost Share County Contribution (Cash Match) Personnel: \$0 \$0 \$0 \$0 \$0 \$0 \$10.299 Capital Equipment: \$335,681 \$0 \$0 \$0 \$0 \$116,300 Totals: \$644,987 \$0 \$0 \$0 \$0 \$644,98 FTEs: 0.00 0.00 0.00 0.00 0.00 Permission to Continue Information Funding Source (Cost Center) Personnel Review Staff Initials Comments County Auditor	Check One:				New Gran	nt: 🗸		Continuatio	on Grant:
Contact Person/Title: Maya Duff/Grant Coordinator Phone Number: 854-7046 Grant Title: Taking the Smart Path: Enhancing Assessment and Training to Address Youths' Need Grant Period: From: Oct 1, 2013 To: Sep 30, 201 Fund Source: Federal: ☑ State: □ Local: □ Grantor: Bureau of Justice Assistance Will County provide grant funds to a sub-recipient? Yes: □ No: □ Are the grant funds pass-through from another agency? If yes, list originating agency below. Originating Grantor: Department of Justice Budget Categories Grant Funds County Cost Share County Contribution (Cash Match) Personnel: \$0 \$0 \$0 \$0 \$0 \$0 \$10.299 Capital Equipment: \$335,681 \$0 \$0 \$0 \$0 \$116,300 Totals: \$644,987 \$0 \$0 \$0 \$0 \$644,98 FTEs: 0.00 0.00 0.00 0.00 0.00 Permission to Continue Information Funding Source (Cost Center) Personnel Review Staff Initials Comments County Auditor	Department/Division:	Juvenile	e Probatio	on .					
Phone Number: 854-7046 Grant Title: Taking the Smart Path: Enhancing Assessment and Training to Address Youths' Need Grant Period: From: Oct 1, 2013 To: Sep 30, 201 Fund Source: Federal: ✓ State: ☐ Local: ☐ Grantor: Bureau of Justice Assistance Will County provide grant funds to a sub-reciplent? Yes: ☐ No: ☐ Are the grant funds pass-through from another agency? If yes, list originating agency below. Originating Grantor: Department of Justice Budget Categories Grant Funds County Cost Share County Contribution (Cash Match) Personnel: \$ 0 \$ 0 \$ 0 \$ 0 \$ 0 \$ 10 \$ 10 \$ 10 \$ 1					dinator				
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Will County provide grant funds to a sub-recipient? Are the grant funds pass-through from another agency? If yes, list originating agency below. Originating Grantor: Department of Justice County Cost Share Budgeted County Contribution associate (Cash Match) Personnel: \$ 0 \$ 0 \$ 0 \$ 0 \$ 10 \$ 10 \$ 10 \$ 10 \$	Fund Source:		Fe	deral:	7		State: [Local:
Are the grant funds pass-through from another agency? If yes, list originating agency below. Department of Justice Budget Categories Grant Funds County Cost Share Share County Contribution (Cash Match) In-Kind TOTAL	Grantor:	Bureau	of Justice	Assis	stance				
A	Will County provide gra	nt funds to	o a sub-re	cipie	nt?		Yes:		No:
Budget Categories							Yes:	✓	No:
Budget Categories	Originating Grantor:	Departi	ment of J	ustice					
Budget Categories	DESCRIPTION AND DESCRIPTION OF FAMILY		Same management	PARTIE VILLE					
Operating: \$ 192,997 \$ 0 \$ 0 \$ 0 \$ 192,999 Capital Equipment: \$ 335,681 \$ 0 \$ 0 \$ 0 \$ 335,681 Indirect Costs: \$ 116,309 \$ 0 \$ 0 \$ 0 \$ 116,309 Totals: \$ 644,987 \$ 0 \$ 0 \$ 0 \$ 644,987 FTEs: 0.00 0.00 0.00 0.00 0.00 0.00 Permission to Continue Information Funding Source (Cost Center) Personnel Cost Operating Cost Estimated Total Filled FTE PTC Expiration Date \$ 0 \$ 0 \$ 0 \$ 0 0.00 0.00	Budget Categories	Grant	Funds	Co		Cou Contril #595	bution	In-Kind	TOTAL
Capital Equipment: \$ 335,681 \$ 0 \$ 0 \$ 0 \$ 335,68 Indirect Costs: \$ 116,309 \$ 0 \$ 0 \$ 0 \$ 116,309 Totals: \$ 644,987 \$ 0 \$ 0 \$ 0 \$ 644,98 FTEs: 0.00 0.00 0.00 0.00 0.00 0.00 Permission to Continue Information Funding Source (Cost Center) Personnel Cost Operating Cost Estimated Total Filled FTE PTC Expiration Date \$ 0 \$ 0 \$ 0 \$ 0 0.00 0.00	Personnel:		\$0		\$0	<u> </u>	\$0	\$0	\$0
Indirect Costs:	Operating:	\$	192,997		\$0	V	\$0	\$0	\$ 192,997
Totals: \$ 644,987 \$ 0 \$ 0 \$ 0 \$ 644,988 FTEs: 0.00 0.00 0.00 0.00 0.00 0.00 Permission to Continue Information Funding Source (Cost Center) Personnel Cost Operating Cost Estimated Total Filled FTE Date \$ 0 \$ 0 \$ 0 0.00 Department Review Staff Initials Comments County Auditor March Marc	Capital Equipment:	\$	335,681		\$0		\$0	\$0	\$ 335,681
Permission to Continue Information Funding Source (Cost Center) Personnel Cost Operating Cost Estimated Total Filled FTE Date \$ 0 \$ 0 \$ 0 0.00 Department Review Staff Initials Comments County Auditor	Indirect Costs:	\$	116,309		\$0		\$0	\$0	\$ 116,309
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Department Review Staff Initials Comments County Auditor		Person	nel Cost	Ope	rating Cost	Estimate	ed Total	Filled FTE	PTC Expiration Date
County Auditor		1 4	\$0		\$ 0		\$0	0.00	
County Auditor	Department	Review	Staff Init	iale	A.Co. Well from Por		Com	ments	Acada garanga Ababa
		No. of the last of	District Control of	iais			Colli	incht3	
	County Attorney		JC	\dashv					

		Performance M	leasures		
#	Measure	Actual FY 11 Measure	Projected FY 12 Measure	Projected FY 13 Measure	Projected FY 14 Measure
+ -		\pplicable Depar	tmental Measures		
1.	Number of Referrals to the Department	4,202	3,906	3,873	3,912
2.	Number of Juveniles on Supervision	2,001	1,926	1,945	1,926
3.	Number of Violations of Probation	762	645	658	626
+ -		Measures fo	or the Grant		
1.	Number of evidence-based risk and needs assessment tools purchased and implemented.	n/a	n/a	n/a	1
	Outcome Impact Description	Department to	ised risk and needs make appropriate ng public safety.		
2.	Number of staff trained in the new risk and needs assessment tool.	n/a	n/a	n/a	110
	Outcome Impact Description		he knowledge and nd needs assessm		mplement an
3.	Number of staff trained in Motivational Interviewing and/or Strengths Training for Challenging Adolescents	n/a	n/a	n/a	120
	Outcome Impact Description		he knowledge and ent information to juveniles.		

PBO Recommendation:

The Juvenile Probation Department is requesting Commissioners Court approval of a grant application with the Bureau of Justice Assistance. This application, for a total of \$644,987, would fund an assessment program in the department called Taking the Smart Path. The grant funds would help the department to incorporate an evidence-based risk and needs assessment, hire an external research partner from Texas State University, evaluate some of the policies and procedures related to grant activities in the department, and review sanctioning policies within the department, among other activities. The department hopes that if the tool is effective, it will lead to a higher success rate, reduced recidivism, and enhanced data collection and programming.

The application contains a required indirect cost amount of \$116,309, and does not require a County Cost Share or a Budget County Contribution. The department does indicate that should grant funds for this program end, Juvenile Probation would seek both external and internal funds to continue the program.

PBO recommends approval of this application.

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 one?

The purpose of this program is to enhance TCJPD's risk and needs assessment so that youth are more appropriately referred to services. The proposed risk and needs assessment tool will allow for more accurate assessment and more continuity in youths' care. Through this program, TCJPD will also provide training to staff to ensure that the assessment is conducted with competency. This grant fits into the current activities of the department because of a department-wide desire to enhance the continuity of care of youth. This will be a new program.

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

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

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

No county match is required.

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

Indirect costs are allowed through this grant. TCJPD has requested 22% indirect costs in the amount of \$116,309.

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

This program will not end upon termination of grant funding. When funding is exhausted, TCJPD will seek local, state, and federal funds to continue this program. The training and the acquisition of software are sustainable activities that will continue after funding is exhausted.

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

Currently, TCJPD has seen numerous successes in its different divisions. The activities proposed through this grant will allow these successes to be taken from a small scope to a broad one. Instead of services being dictated by the track on which a youth is, they will be dictated by the specific needs and risk level of the youth. This program will allow for the continuity in care and individualized program plan for each youth at TCJPD.

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

This program will allow TCJPD to appropriately direct a youth's involvement with the facilityl The Commissioners' Court of Travis County approved the "Travis County Community Plan for Coordination of Criminal Justice and Related Activities FY 2012-FY 2015" on December 6, 2011. Over 15 local nonprofit organizations, school districts, and government agencies (including Travis County Juvenile Probation Department) participated in the planning process, which began in March 2011. Due to the multiple areas of improvement anticipated through this grant, it addresses all three priorities for Juvenile Justice. Priority A: Travis County is in need of intervention services for juvenile offenders, gang-involved youth, and their families.

Priority B: Travis County is in need of prevention and early intervention services for low-income and at-risk youth, including after-school and summer programming.

Priority C: Travis County is in need of services and programming for youth with mental health/co-occurring disorders and substance abuse problems.

The assessment tool proposed through this grant will more accurately match youth to services in all three of these areas.



TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

2515 South Congress Avenue ~ Austin Texas 78704 Phone: (512)854-7000 Fax: (512)854-7097 ESTELA P. MEDINA Chief Juvenile Probation Officer

TO:

Aerin Toussaint, PBO

Budget Analyst

FROM:

Cotila P. Medw.

Estela P. Medina

Chief Juvenile Probation Officer

THROUGH:

Maya Duff

Grant Coordinator

SUBJECT:

Taking the Smart Path: Enhancing Assessment and Training to Address Youths' Needs

Grant Application to the Department of Justice

DATE:

April 18, 2013

The Travis County Juvenile Probation Department is submitting an application to the Department of Justice for a new project entitled *Taking the Smart Path: Enhancing Assessment and Training to Address Youths' Needs.* \$644,987 is requested to support the PACT risk and needs assessment tool, training for staff, and contracting with an external researcher.

The purpose of this program is to enhance TCJPD's risk and needs assessment so that youth are more appropriately referred to services. The proposed risk and needs assessment tool will allow for more accurate assessment and more continuity in youths' care. Through this program, TCJPD will also provide training to staff to ensure that the assessment is conducted with competency. An external researcher will analyze the effectiveness of this program.

We are asking for your review of this packet and permission to place the item on Commissioners' Court agenda for approval on April 30, 2013. Please contact Maya Duff at 4-7046 for further information. Thank you in advance for your attention to this request. TCJPD is excited about the potential of this program.

CC: Jim Connolly
Rhett Perry
Darryl Beatty
Cory Burgess
Jim Gobin
Emmitt Hayes
Joe Chavez
Gail Penney-Chapmond
Britt Canary
Lisa Eichelberger
Sylvia Mendoza

Grant File



Grant Application Package

Opportunity Title:	BJA FY 13 Smart Probation:	Reducing Prisc	on Populations,	The state of a second s
Offering Agency:	Bureau of Justice Assistanc	e		This electronic grants application is intended to be used to apply for the specific Federal funding
CFDA Number:	16.812			opportunity referenced here.
CFDA Description:	Second Chance Act Prisoner	Reentry Initia	ıtive	If the Federal funding opportunity listed is not
Opportunity Number:	BJA-2013-3553			the opportunity for which you want to apply,
Competition ID:				close this application package by clicking on the "Cancel" button at the top of this screen. You
Opportunity Open Date:	03/12/2013			will then need to locate the correct Federal
Opportunity Ciose Date:	05/09/2013			funding opportunity, download its application and then apply.
	solicitation, contact the B Center at 1-877-927-5657, v com, or by live web chat Center hours of operation a	via e-mail to J The BJA Justic are 8:30 a.m. t	JIC@telesishq. ce Information co 5:00 p.m.	
tribal government, a	only open to organizations, applicat academia, or other type of organizat		itting grant applica	tions on behalf of a company, state, local or
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tribal government, a * Application Filing Nam	only open to organizations, applicate academia, or other type of organizations: Taking the Smart Path	Move Form to Complete Move Form to	Mandatory Docum Application for Assurances for Budget Narrati Project Narrati Other Attachme Disclosure of	ments for Submission or Federal Assistance (SF-424) or Non-Construction Programs (SF-42) ove Attachment Form over Attachment Form

instructions



Enter a name for the application in the Application Filing Name field.

- This application can be completed in its entirety offline; however, you will need to login to the Grants.gov website during the submission process.

- You can save your application at any time by clicking the "Save" button at the top of your screen.

- The "Save & Submit" button will not be functional until all required data fields in the application are completed and you clicked on the "Check Package for Errors" button and confirmed all data required data fields are completed.



Open and complete all of the documents listed in the "Mandatory Documents" box. Complete the SF-424 form first.

- It is recommended that the SF-424 form be the first form completed for the application package. Data entered on the SF-424 will populate data fields in other mandatory and optional forms and the user cannot enter data in these fields.
- The forms listed in the "Mandatory Documents" box and "Optional Documents" may be predefined forms, such as SF-424, forms where a document needs to be attached, such as the Project Narrative or a combination of both. "Mandatory Documents" are required for this application. "Optional Documents" can be used to provide additional support for this application or may be required for specific types of grant activity. Reference the application package instructions for more information regarding "Optional Documents".
- To open and complete a form, simply click on the form's name to select the item and then click on the => button. This will move the document to the appropriate "Documents for Submission" box and the form will be automatically added to your application package. To view the form, scroll down the screen or select the form name and click on the "Open Form" button to begin completing the required data fields. To remove a form/document from the "Documents for Submission" box, click the document name to select it, and then click the <= button. This will return the form/document to the "Mandatory Documents" or "Optional Documents" box.
- All documents listed in the "Mandatory Documents" box must be moved to the "Mandatory Documents for Submission" box. When you open a required form, the fields which must be completed are highlighted in yellow with a red border. Optional fields and completed fields are displayed in white. If you enter invalid or incomplete information in a field, you will receive an error message.



Click the "Save & Submit" button to submit your application to Grants.gov.

- Once you have properly completed all required documents and attached any required or optional documentation, save the completed application by clicking on the "Save" button.
- Click on the "Check Package for Errors" button to ensure that you have completed all required data fields. Correct any errors or if none are found, save the application package.
- The "Save & Submit" button will become active; click on the "Save & Submit" button to begin the application submission process.
- You will be taken to the applicant login page to enter your Grants.gov usemame and password. Follow all onscreen instructions for submission.

Application for I	Federal Assista	nce SF	-424				"	Version 02
* 1. Type of Submissi Preapplication X Application Changed/Corre	ion:	X Ne	w	* If Revisi * Other (S	on, select appropr pecify)	iate letter(s):		
* 3. Date Received: Completed by Grants.gov	upon submission.	4. Appli	cant Identifier.					
5a. Federal Entity Ide	entifier:			* 5b. F	ederal Award Ide	entifier:		
State Use Only:								
6. Date Received by	State:		7. State Application	Identifier				
8. APPLICANT INFO	ORMATION:							
* a. Legal Name: T	ravis County							
* b. Employer/Taxpay	er Identification Nun	nber (EIN	I/TiN):	I	ganizational DUI 088420000	NS:		
d. Address:				<u> </u>				
* Street1: Street2: * City:	2515 South Co	ngress	Avenue					
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f. Name and contac	t Information of p	erson to	be contacted on m	atters in	volving this app	plication:		
Prefix: Ms. Middle Name: P. * Last Name: Med Suffix:]	* First Nam	e: Es	tela			
Title: Chief Juve	nile Probation	Offic	er				. =	
Organizational Affiliat	tion:	TŲ.						
* Telephone Number:	512-854-7000				Fax Number	er: 512-854-7	097	
* Email: estela.m	medina@co.trav	is.tx.ı	18					

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:	
ВЈА-2013-3553	
* Title:	
BJA FY 13 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:	
Taking the Smart Path: Enhancing Assessment and Training to Address Youths' Needs	
Attach supporting documents as specified in agency instructions.	I-
Add Attachments Delete Attachments View Attachments	

Application	on for Federal Ass	sistan	ce SF-424					Ex	piration Dat	e: 01/31/2009
	ssional Districts Of:									Version 0:
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Attach an ad	ditional list of Programy	Project	Congressional Districts if							
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17. Propose										
* a. Start Dat	e: 10/01/2013					* b. End Date	e: 09/30/	2016		
18. Estimate	ed Funding (\$):									
* a. Federal			644,987.00							
* b. Applicant			0.00							
* c. State			0.00							
* d. Local			0.00							
* e. Other			0.00							
* f. Program I	ncome		0.00							
g. TOTAL			644,987.00							
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Telephone Nu	mber: 512-854-955	5			Fax Number	FF 512-854-9	535			
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Standard Form 424 (Revised 10/2005) Prescribed by OMB Circular A-102

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.	
	v .

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:

- 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.
- 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.
- 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.
- Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- 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.
- 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.

Previous Edition Usable

Standard Form 424B (Rev. 7-97)
Prescribed by OMB Circular A-102

- 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-
- 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.

- 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.
- 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."
- Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
- 19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

* SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	* TITLE
	County Judge
* APPLICANT ORGANIZATION	* DATE SUBMITTED
Travis County	

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

Budget Narrative File(s)

* Mandatory Budget Narrative Filename: TCJPD Smart Path Budget.pdf

Add Mandatory Budget Narrative Delete Mandatory Budget Narrative View Mandatory Budget Narrative

To add more Budget Narrative attachments, please use the attachment buttons below.

Add Optional Budget Narratives

Delete Optional Budget Narrative

View Optional Budget Narrative

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

Approved by OMB 0348-0046

1. * Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. * Status of Federal Ad a. bid/offer/application b. initial award c. post-award	etion: 3	s. * Report Type: a. initial filing b. material change	
A. Name and Address of Reporting I SubAwardee Name n/a Street 1 n/a City n/a	Street 2		Zip	
Congressional District, if known: 5. If Reporting Entity in No.4 is Subaw	vardee, Enter Name and A	Address of Prime	• w	
6. * Federal Department/Agency: Department of Justice	Seco		n Name/Description: er Reentry Initiative	
8. Federal Action Number, if known:		Award Amount, if	known:	
10. a. Name and Address of Lobbying Prefix First Name n/a * Last Name n/a * Street 1 * City	Middl	e Name		
b. Individual Performing Services (inclusive first Name		Suffix	Zip	
11. Information requested through this form is authorized reliance was placed by the tier above when the transs the Congress semi-annually and will be available for a \$10,000 and not more than \$100,000 for each such fit. * Signature: Completed on submission to Grant *Name: Prefix * First Name* * Last Name* * Last Name*	action was made or entered into. This dis public inspection. Any person who falls trailure.	ciosura is naguirad dursuar	nt to 31 U.S.C. 1352. This information will be reported to)
Title:	Telephone No.:		Date: Completed on submission to Grants.c	gov

Other Attachment File(s)

* Mandatory Other Attachment Filename: Research Partner Addendum.pdf

Add Mandatory Other Attachment | Delete Mandatory Other Attachment | View Mandatory Other Attachment

To add more "Other Attachment" attachments, please use the attachment buttons below.

Add Optional Other Attachment

Delete Optional Other Attachment View Optional Other Attachment

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Statement of the Problem

The Juvenile Justice system has been evolving to incorporate research-based methods that address criminogenic needs in recent years. This practice focuses resources on individual needs, which results in improving public safety while spending funds efficiently. An emphasis on Evidence Based Practices (EBPs) has particularly become a trend in the Juvenile Justice system. The use of an actuarial risk and needs assessment tool is one of the foundational principles of EBP (Florida Department of Juvenile Justice, 2009). Such a tool allows for structure and consistency in the decision making process within the Juvenile Justice System and helps in determining where resources should be targeted (Judicial Council of California, 2011).

Travis County Juvenile Probation Department (TCJPD) has seen success on a small scale in implementing evidence-based programs. However, these successes have remained within silos and TCJPD does not see itself as fully successful until it can take these gains to a broader scope. Incorporating an evidence-based risk and needs assessment, such as the Positive Achievement Change Tool (PACT), offers the ability to capture the risk of youth recidivating and appropriately refer youth to services based on the needed intensity level, duration, and dosage. While the new tool will allow TCJPD to more effectively screen youth, the interview-based assessment must be administered with fidelity; therefore, strategies and techniques for positively communicating and interacting with clients and parents are essential. TCJPD recognizes the need to focus on effectiveness and competency while maximizing quality assurance. As a response to this need, TJCPD will provide Motivational Interviewing and Strengths-Based training to direct care staff. In concordance with the new tool, these two trainings will be used to develop case plans that target services to individual criminogenic needs and protective factors. Finally, TCJPD does not have the capacity to fully evaluate department-wide changes such as this. Hiring an external researcher to conduct this evaluation during this project period will enable TCJPD to gauge the effectiveness of its service delivery and make strategic plans for further enhancements.

TCJPD, located in Austin, Texas, serves youth residing in Travis County. The following population is currently served on probation or deferred prosecution by TCJPD (as of 3/31/13):

Race			Gender	Ag	e
African American	291 (21%)	Male	1021 (74%)	10 to 11	16 (1%)
Hispanic	844 (61%)	Female	359 (26%)	12 to 14	360 (26%)
White	224 (16%)			15 to 16	680 (49%)
Other	21 (2%)			17 and above	324 (23%)

TCJPD's Chief Juvenile Probation Officer (CJPO) oversees all juvenile probation functions and directly manages a Deputy CJPO of Administrative Services, a Deputy CJPO of Facilities, Community Supervision & Treatment/Counseling, a Financial Manager, and a Staff Attorney. The Deputy CJPOs are responsible for the management of 14 divisions (combined) which are led by a Division Director, to whom a Division Manager reports. All divisions that provide direct care employ Casework Managers or Shift Supervisors who oversee Juvenile Probation Officers, Residential Treatment Officers, or Juvenile Detention Officers. TCJPD has

79 community supervision staff with a staff/probationer ratio of 1:17. Additionally, 187 supervisory staff work with youth within the pre and post adjudication facilities. Further information on key positions, as well as an organizational chart, can be found in the Appendix.

TCJPD and some of its contract service providers currently utilize many evidence-based practices. The Adolescent Community Reinforcement Approach (ACRA), Active Parenting of Teens, Trauma-Focused Cognitive Behavioral Therapy (CBT), and Dialectical Behavior Therapy are listed on the Substance Abuse and Mental Health Services Administration's (SAMHSA's) National Registry of Evidence-Based Programs and Practices (NREEP). Motivational Enhancement Therapy is also listed in this registry, upon which the Prepare Curriculum used by TCJPD is based. Aggression Replacement Training, listed on the Crime Solutions registry, is also used at TCJPD as well as Anger Management and Cannabis Youth Treatment. Promising practices, such as Girls' Circle, and additional research-based, CBT programs are incorporated into TCJPD's programs as well.

TCJPD currently utilizes the Risk and Needs Assessment (RANA) which is created and validated by the Texas Juvenile Justice Department (TJJD). The RANA has been validated for Texas youth, and assesses risk and needs, but not protective factors. It can be tied into a youth's case plan, but does not allow those working with youth to see progress. Additionally, it is not as in-depth as evidence-based tools and is only administered during adjudications and dispositions phase. TCJPD would like to enhance this area by implementing an evidence-based risk and needs assessment tool, such as the Positive Achievement Change Test (PACT) using these grant funds. Using the new tool would improve the utilization of the information that the assessment provides, so that youth can be directed to more appropriate services at each stage of their involvement with TCJPD. The new tool will also allow TCJPD to gain information on a youth's protective factors, which are likely to be as important as risk factors in assessing youth (Rennie and Dolan, 2010).

TCJPD calculates the violation rate as the percent of participants on court ordered probation that violated terms of their court order as well as the percent of participants who failed to comply with their terms of deferred prosecution contract or informal probation rules and were subsequently adjudicated. The violation rate for county fiscal year 2012 (October 2011 through September 2012) is 15% for probation participants and 7% for deferred prosecution participants. For the same period, TCJPD measures the rate at which participants released from supervision are re-referred to TCJPD for a misdemeanor B or higher within one year after discharge from supervision. The baseline recidivism rate for probation participants is 26% and 25% for deferred prosecution participants.

Implementing the new tool will improve the effectiveness and efficiency of the delivery of probationer supervision by using an assessment tool most appropriate for each stage of a youth's involvement; establishing a more consistent reassessment interval; graphically demonstrating strengths and needs; and tracking and identifying domain changes and priorities. It will allow staff, youth, and families to view a youth's progress overtime, and to see their history as well as their real-time progress. The new tool will be efficient; it is web-based,

allowing for accessibility and mobility; it will pre-populate static fields in the assessment, saving time and reducing user error; and it will feed into a youth's case plan. It will not only allow TCJPD to track the progress of youth, but it will show the effectiveness of programs. Through this program, staff will be trained as well; this will enable them to work more effectively with youth and with all processes associated with Juvenile Probation, such as Court Hearings. It will result in a common language across all divisions of the facility. TCJPD anticipates that the effectiveness of this tool will lead to a higher success rate, reduced recidivism, and enhanced data collection and programming.

The cost to deploy a large scale project as this one, implementing a new tool and training all staff members, is not feasible for TCJPD without grant funding. To accomplish this project with local funds, TCJPD would implement in phases, over several years. TCJPD believes that this program will be most effective if all components are implemented simultaneously. Additionally, TCJPD does not have the internal resources and expertise to fully evaluate the impact of such a program; this grant funding will allow for an external researcher to conduct these activities.

Program Design and Implementation

Goal 1: Direct youth to appropriate community services to promote reduced recidivism and improve delivery of supervision strategies and services.

Objective 1.1: Identify members of Smart Path Team within TCJPD and assign responsibilities to each member in the first month of the grant.

Objective 1.2: Identify and implement an evidence-based risk and needs assessment within the first nine months of the grant that will be used for all youth with TCJPD involvement.

Objective 1.3: Enhance community collaboration continuously throughout the project to ensure that youth are matched effectively with services through strategic planning meetings and increased communication.

Objective 1.4: Train staff within the first year of the grant, and follow-up in subsequent years, to ensure that appropriate strategies are being used when working with youth and to ensure that the risk and needs assessment is used with a level of competence.

Goal 1 will address the following overarching goals from the program solicitation:

- Improve supervision strategies that will reduce recidivism;
- Promote and increase collaboration among agencies and officials who work in probation, pretrial, law enforcement, treatment, reentry, and related community correctional fields; and,
- Develop and implement strategies for the identification, supervision, and treatment of "high risk/high needs" probationers that may serve as a model for other agencies throughout the nation.

Goal 2: Measure the effectiveness of assessment tool for appropriate matching to services.

Objective 2.1: Collect data through collaboration between TCJPD's Research Unit and the external researcher during the first two years that the new assessment tool is implemented. Objective 2.2: Conduct final data analysis through an external researcher in the last 3 months of the grant to determine the effectiveness of the assessment tool.

Objective 2.3: Identify areas of improvement to service delivery, through collaboration with external researcher, during the last month of the grant.

Goal 2 will address the following overarching goals of the program solicitation:

- Objectively assess and/or evaluate the impact of innovative and evidence-based supervision and treatment strategies.
- Demonstrate the use and efficacy of evidence-based practices and principles to improve the delivery of probation supervision strategies and practices.

The Smart Probation program solicitation also mentions the following goal: Develop and implement strategies to identify and enroll uninsured probationers into Medicaid, or other insurance through health exchanges, and to connect them to treatment providers as appropriate. TCJPD currently has a representative from Medicaid at the facility to conduct assessments of youth's insurance needs. All youth that are determined eligible are connected to Medicaid through this program.

TCJPD addresses all of the Mandatory Project Components through this project; there is executive support for this program, it will integrate evidence-based principles, and the baseline recidivism rate for the target population has been documented. Representatives from all divisions are active participants in planning this program. Prior to submission, this grant passed through multiple levels of internal approval, including that of the Deputy Chief Juvenile Probation Officers, Chief Juvenile Probation Officer, and Travis County's County Judge. This program will integrate evidence-based principles through the addition of the evidence-based risk and needs assessment. The new tool will link youth to services department-wide, many of which are evidence-based as referenced in the Statement of the Problem. The baseline recidivism rate is defined as juveniles re-referred to TCJPD within one year of discharge from supervision for an offense of a misdemeanor B or higher. Annually TCJPD calculates recidivism rates and tracks violation rates.

TCJPD will target five areas of the "Allowable Uses of Funds" section. This program will increase the capacity of the local community to help this probation agency improve supervision strategies through more effective matching. Through this program, TCJPD will analyze and implement changes to policies and practices that guide community supervision conditions and revocation procedures through collaboration with an external researcher. TCJPD will develop and promote the integration of probation supervision strategies and tools to facilitate effective reentry and supervision termination. This program will promote the use of evidence-based programs and strategies by service providers that provide treatment, aftercare, reentry services,

and alternatives to incarceration to probationers. Finally, TCJPD will hire an external researcher to evaluate the results of the new strategies and tools tested through this initiative.

The strategies that TCJPD currently uses mirror the steps detailed in A Ten-Step Guide to Transforming Probation Departments to Reduce Recidivism. Many of these steps will be enhanced through this program. The first step, Engage and Inform Key Stakeholders, is continuously done at TCJPD. Key members of TCJPD participate in the development of each Community Plan for Coordination of Criminal Justice and Related Activities. Key staff are also active in community organizations. Through this grant, TCJPD will strengthen this area by further developing its relationships with community partners. Strategic grant planning meetings have begun, and will be enhanced through the identification of the Smart Path Team.

The second step listed in the *Ten-Step Guide* is to Review and Evaluate Current Departmental Policies and Procedures. TCJPD constantly reviews its policies to ensure compliance with American Correctional Association, Texas Juvenile Justice Department, and Prison Rape Elimination Act (PREA) standards. This includes updating contracts to reflect changes in policies. Through this grant, TCJPD will formally evaluate some the policies and procedures related to grant activities through the hiring of an external researcher. The third step is related, encouraging facilities to Analyze the Evaluation and Develop a Mechanism for Overseeing Change. The Smart Path Team and the external researcher will determine how the results of the evaluation will drive necessary changes at TCJPD.

The fourth step is to Improve Probationer Screening and Assessment. Through this grant, TCJPD will implement an evidence-based risk and needs assessment, such as the Positive Achievement Change Tool (PACT). This tool has been successfully adopted nationwide, in states such as Florida and California. The PACT is used to identify a youth's overall level of risk to reoffend, criminogenic needs, and strengths. It can help inform case planning, allowing youth to appropriately be directed to probation supervision levels, treatment, and interventions (Judicial Council of California, 2011). It allows facilities to have a common language for information sharing across program areas and between programs (Florida Department of Juvenile Justice, 2009). TCJPD will adopt the PACT or a similar tool for youth in its facilities. The new tool will be used throughout a youth's involvement with TCJPD; this will allow continuity in their care as their progress will be clearly shown through their assessment results. It will also allow TCJPD to assess youth at various stages in their continuum. In conjunction with the screening tools currently used at TCJPD, implementing the new tool will enhance the Department's ability to use risk and needs assessments more effectively. It will also enhance TCJPD's ability to address step five, Align Supervision Plans with Screening and Assessment. The data that can be obtained from and documented by the new tool aligns with the supervision and placement case plans developed for youth.

Sixth in the *Ten-Step Guide* is to Redesign Incentive and Sanctioning Strategies. Currently TCJPD practices include graduated sanction, and there are written policies according the type and level of program intensity. A long-term goal of the Smart Path Team is to review these policies for consistency and effectiveness and reach out to staff, executive management, and

service providers. The seventh step is to Develop Recidivism-Reduction Training. Every aspect of what TCJPD does with youth is to address recidivism. Included in TCJPD's policies is a mandatory Third Friday Training, through which concepts, providers, and resources are brought in to improve probation outcomes. These trainings also allow TCJPD to address the ninth step, Retool the Personnel Evaluation System to Reinforce Agency-Wide Recidivism-Reduction Efforts. The evaluation included in these grant activities will allow TCJPD to enhance this step, as well as the eighth step: Develop and Implement a Process- and Outcome-Accountability System and the tenth step: Review Progress and Set Goals for Continuous Improvement.

This grant will also allow TCJPD to offer Motivational Interviewing and Strengths-Based training to direct care staff. These trainings will promote more effective use of the new assessment tool and enhance the way in which staff navigates Juvenile Probation practices. Staff will receive both initial training and follow-up training to ensure fidelity. Both of these types of training are evidence based. Motivational Interviewing has been proven to be effective at engaging juveniles in needed services (Doran, Hohman, and Koutsenok 2011). Strengths-Based Training allows staff to view the focus on strengths, rather than deficiencies, in youth which leads to increased motivation and cooperation (Clark, 1997).

TCJPD will be using Dr. Mark Stafford, of Texas State University, as an external research partner. Dr. Stafford will provide ongoing analysis, monitoring, and assessment of TCJPD's program. During the first two years that the new assessment tool is implemented, Dr. Stafford will collaborate with TCPJD's Research Unit to collect data. At the end of the data collection phase, Dr. Stafford will conduct an evaluation to determine the effectiveness of the tool in appropriately directing the path of youth involved with TCJPD. He will also assess whether this tool is used with fidelity at TCJPD.

TCJPD anticipates that approximately 1,926 youth under community supervision will receive services if this proposal is funded.

Capabilities and Competencies

Travis County Juvenile Probation Department (TCJPD) has developed a core Smart Path Team consisting of Division Directors who are responsible for the management of this project. This core group will decide which representatives from the Court Services, Probation Services, Residential Services, Special Services, Treatment and Counseling, Assessment Services, IT, Planning and Research, Finance, and Training Units will also participate in the Smart Path Team. TCJPD will be responsible for this project; Maya Duff is the Grant Coordinator. As the Grant Coordinator, she directs and coordinates with staff to ensure progress, compliance, and accountability.

Instruments that will be used to capture data and assess the process of the program include two existing data management systems – Caseworker and Caseworker Plus. These are mature systems and are considered uniform data collection instruments currently used to meet the operational need and generate performance measures. Caseworker is an application developed by the juvenile justice oversight agency Texas Juvenile Justice Department (TJJD) in

1984 and is designed to collect data from the point of intake and continues through detention, court, supervision, and placement. Caseworker Plus, implemented in 2006, is an application developed by TCJPD that allows for flexibility to capture additional data elements based upon the department's needs, to include more detailed placement, program, and detention data; screening instruments and results; and petition and court activity. TCJPD will implement a new risk and needs assessment tool that will be available in a software version which can be accessed and integrated with the Caseworker program. This software and integration has been tested and is currently utilized in other Texas juvenile probation departments. All staff responsible for collecting and entering data into one or more of these secure databases is trained in data entry and will continue to be trained so that the new tool is used with competency.

TCJPD has significant experience in developing plans to support large scale projects and recognizes the need for a significant amount of collaboration and a systematic approach for service delivery, data collection, and evaluation. The Smart Path Team will support the requirements related to this grant and will work closely with the external researcher to ensure we clearly and comprehensively define and document the scope of this project to include implementation monitoring, data quality assurance procedures, preliminary progress reports, as well as the final evaluation of the project. Additionally, this team will assist with addressing the gap in data collection needs. Any identified gaps in data collection will be addressed by enhancing Caseworker Plus.

Performance measures will be generated by the TCJPD Research Unit along with Dr. Stafford, the proposed external researcher hired through this grant. The Research Unit consists of three evaluators whose primary function is to provide standard and ad-hoc statistical reports and ensure the completeness and accuracy of all juvenile case data collected. The evaluators have considerable experience with databases of varying sizes, have received training on all data management systems, and participate in the development of programs to ensure familiarity with the programs' goals, objectives, and processes. These staff will be responsible for assisting the external evaluator in navigating the data and providing de-identified case level data. Another responsibility will be to produce quality assurance reports to allow for review, modification, and corrections prior to generating performance measures and sharing information for the external researcher's evaluative reports. Finally, it should be noted that TCJPD has experience with reporting performance measures for grants and understands the importance of accurate and timely completion.

Dr. Stafford, TCJPD's proposed external researcher, is a Professor of Criminal Justice, Core Doctoral Faculty, and Interim Director of at the School of Criminal Justice of Texas State University. Dr. Stafford has been published in various journals and book chapters. As a prestigious professor for decades, he lectures on topics such as survey research methods, quantitative methods, and juvenile delinquency. He has considerable experience in conducting evaluation research; most recently, he has assisted the Texas Council on Sex Offender Treatment in testing the predictive accuracy of various assessment tools; was the outside evaluator of the Fatherhood Words program for Goodwill Industries of Central Texas; and was the principal

evaluator of the Children's Aftercare Reentry Experience program for delinquency rehabilitation for Texas Juvenile Justice Department.

Impact/Outcomes, Evaluation, and Sustainment, and Plan for Collecting the Data Required for this Solicitation's Performance Measures

Based on the performance measures and evaluative results from the proposed external evaluator, members of the Smart Path Team will examine the effects of the program's initiative by analyzing changes in the outcomes over time. Performance measures results will be used to determine the best solution or adjustment for the operation of the program, collaboration process, and data collection protocols. Gaps identified via the analysis, or any other process, will be evaluated and the needed resources will be addressed. The Smart Path Team will also provide long-term support to ensure the success of this initiative for both the program and youth served.

Goals and objectives, as detailed in the project design section, will be monitored and evaluated during the grant period. The proposed external research will document definitions for all measures; record data sources; create static data sets; and maintain a historical catalog of all results distributed. Effectiveness of the program will be monitored regularly via standardized reports authored by the TCJPD Research Unit and external researcher. For case management purposes, operational reports will be readily available to direct care staff via the software from the new assessment tool. Additionally, aggregated performance measures and the final evaluation will be disseminated to workgroup members and other identified persons. Finally, the performance measures for this program may be compared to program targets to measure progress and impact.

TCJPD has reviewed the performance measures outline within the solicitation and has the ability to capture and report all the required measures. The current data management systems, along with the new software, allows for a massive amount of data to be maintained in various tables according to the service (i.e., referrals, offenses, assessments, supervision, detention, placement, disposition, children, treatment). These tables can be manipulated to achieve each measure listed. Below is a summary of the data that will be collected in Caseworker, Caseworker Plus, and the new tool:

- Date, type, tool/device name, and participant list for each research or evidencebased tools, interventions, training, or tactics deployed (allows for robust reporting)
- Assessment data for every question asked during interview for each youth as well as any results and reports generated from the new tool
- Demographic and service data for every probationers admitted to the program to
 include data such as supervision type, dates (referred, started, estimated
 completion and release date), offense (description and offense severity),
 supervision level/phase, outcome (success, failure to comply, new offense, lack of
 engagement, absconded, case transfer, death, and other), length of service

- Offense file (offense description, offense severity, arrest date, complaint date, referral date, referring agency, etc.) for all youth receiving services to calculate recidivism and violation rate
- List of any treatment, program, or service activity per youth to include dates, levels, and outcome (success, failure to comply, new offense, lack of engagement, absconded, case transfer, death, and other)
- Disposition activity (adjudication and/or disposition date, disposition) for all referrals for program participants
- Pre and post adjudication facility name, start date, estimated release date, release date, outcome, service type, confinement offense and severity

In addition to the aforementioned data management system, TCJPD will maintain data using other sources to comply with the remaining reporting requirements:

- List of partners to include a description of any evaluation and data activities (Smart Path Team workgroup records)
- Clearly outlined standard operational procedures for completing the risk assessment and training requirements for staff (TCJPD policy and procedures)
- Maintain records of training activity to include dates, training type, training description, duration, participants list, training evaluations, and pre-test and posttest results (TCJPD training database)

This plan will be evaluated by Dr. Mark Stafford of Texas State University. Dr. Stafford will work with TCJPD's Research Unit to collect data during the first two years that the new assessment tool is implemented. At the end of the third year, he will analyze the data to determine the program's effectiveness. TCJPD anticipates that the partnership with Dr. Stafford, along with the community relationships that will be strengthened during this program, will provide long-term support for the program.

The needs identified and progress achieved by TCJPD are used in the creation of the Travis County Community Plan for Coordination of Criminal Justice and Related Activities which outlines community goals that will enhance public safety and the lives of those served. This plan is developed collaboratively with other Travis County agencies, local school districts, and non-profit agencies. TCJPD's financial need to sustain the services at the targeted capacity will be minimized significantly at the conclusion of the grant and continued funding may be obtained via local funds. TCJPD expects that the long-term results of this program are improved probation outcomes, reduced recidivism, more appropriate matching to services for youth, and direct care staff with enhanced communication and interview skills. Successes and challenges from this program may be modeled to other Texas juvenile probation departments.

: Project Abstract



Part 1: Please identify the applicant point of contact (POC)

Applicant POC	
Organization Name	Travis County Juvenile Probation Department
POC Name	Estela P. Medina
Phone Number	512-854-7000
Email Address	estela.medina@co.travis.tx.us
Mailing Address	2515 South Congress Avenue Austin, TX 78704

Part 2: Please identify the application

Application Information	
Solicitation Name	Smart Probation: Reducing Prison Populations, Saving Money, and Creating Safer Communities FY 2013 Competitive Grant Announcement
Project Title	Taking the Smart Path: Enhancing Assessment and Training to Address Youths' Needs
Proposed Start Date	10/1/2013
Proposed End Date	9/30/2014
Funding Amount Requested	\$644,987

Part 3: Please identify the project location and applicant type

Project Location and App	요즘 사람들이 되었다. 그는 지역에 하는 그 회에는 회장을 내용하는 그 전쟁을 받는 사람들이 되었다. 그 전쟁을 하는 것이 되었다. 그는 것은 것은 그리고 있다면 하는 것으로 되었다. 그 없는 것은
Project Location (City, State)	Austin, Tx
Applicant Type (Tribal Nation, State, County, City, Nonprofit, Other)	County



U.S. Department of Justice Office of Justice Programs

Save

Print

Part 4: Please provide a project abstract

Enter additional project abstract information. Unless otherwise specified in the solicitation, this information includes:

- Brief description of the problem to be addressed and target area and population
- · Project goals and objectives
- · Brief statement of project strategy or overall program
- Description of any significant partnerships
- Anticipated outcomes and major deliverables

Text should be single spaced; do not exceed 400 words.

Project Abstract

Travis County Juvenile Probation Department (TCJPD) will implement the Positive Change Achievement Tool (PACT), an evidence-based risk and needs assessment through this grant. Motivational Interviewing Training and Strengths Based Training is included for staff; both are evidence-based trainings that will enhance the staffs' ability to work with youth. Dr. Mark Stafford of Texas State University will evaluate this program.

TCJPD will target five areas of the "Allowable Uses of Funds" section. It will increase the capacity of the local community to help this probation agency improve supervision strategies through more effective matching; analyze and implement changes to policies and practices that guide community supervision conditions and revocation procedures through collaboration with an external researcher; develop and promote the integration of probation supervision strategies and tools to facilitate effective reentry; promote the use of evidence-based programs and strategies by service providers that provide treatment, aftercare, reentry services, and alternatives to incarceration to probationers; and hire an external researcher to evaluate the results of the new strategies and tools tested through this initiative. TCJPD addresses all three Mandatory Project Components as well as the Priority Project Component.

The overall anticipated outcome of this program is improvements to probation outcomes. Goal 1: Direct youth to community services to improve delivery of supervision strategies and services.

- Objective 1.1: Identify members of Smart Probation Team within TCJPD and assign responsibilities to each member.
- Objective 1.2: Identify and implement an evidence-based risk and needs assessment within the first nine months of the grant.
- Objective 1.3: Enhance community collaboration continuously throughout the project...
- Objective 1.4: Train staff.

Goal 2: Measure the effectiveness of assessment tool.

- Objective 2.1: Collect data.
- · Objective 2.2: Conduct data analysis.
- Objective 2.3: Identify areas of improvement.

TCJPD anticipates serving 1,926 youth through this project; expected demographics are 24% African American, 59% Hispanic, 16% White, and 1% Other, with 74% male and 26% female. Currently, the Risk and Needs Assessment (RANA) is used at TCJPD. The RANA is validated by the Texas Juvenile Justice Department (TJJD). The baseline recidivism rate is defined as juveniles re-referred to TCJPD within one year of discharge from supervision for an offense of a Misdemeanor B or higher.







Part 5: Please indicate whether OJP has permission to share the project abstract

If the applicant is willing for the Office of Justice Programs (OJP), in its discretion, to make the information in the project abstract above publicly available, please complete the consent section below. Please note, the applicant's decision whether to grant OJP permission to publicly release this information will not affect OJP's funding decisions. Also, if the application is not funded, granting permission will not guarantee that information will be shared, nor will it guarantee funding from any other source.

	Permission	not	granted
V	L C1 1111321011	HOL	granteu

Permission granted (Fill in authorized official consent below.)

On behalf of the applicant named above, I consent to the information in the project abstract above (including contact information) being made public, at the discretion of OJP consistent with applicable policies. I certify that I have the authority to provide this consent.

Authorized Official (AO) Consent	
Signature		Date
AO Name	Samuel T. Biscoe	
Title	County Judge	
Organization Name	Travis County	11
Phone Number	512-854-9555	
Email Address	sam.biscoe@co.travis.tx.u	IS

Note: This document is to be submitted as a separate attachment with a file name that contains the words "**Project Abstract**."



Save Pi

Budget Detail Worksheet

Purpose: The Budget Detail Worksheet may be used as a guide to assist you in the preparation of the budget and budget narrative. You may submit the budget and budget narrative using this form or in the format of your choice (plain sheets, your own form, or a variation of this form). However, all required information (including the budget narrative) must be provided. Any category of expense not applicable to your budget may be deleted.

salary rate and the percentage of time to be engaged in grant activities must be consisted organization.	devoted to the project. Com	vailable. Show the annual pensation paid for employees work within the applicant
Name/Position	Computation	Cost
Position 1, each position entry limited to one line		
Position 2		
Postition 3		
Postition 4		
Postition 5		
Postition 6		
		SUB-TOTAL \$0.00
percentage of time devoted to the project. Name/Position	Computation	Cost
Fringe benefit 1, each benefit entry is limited to one line		
Fringe benefit 1, each benefit entry is limited to one line		
Fringe benefit 1, each benefit entry is limited to one line Fringe benefit 2		
Fringe benefit 1, each benefit entry is limited to one line Fringe benefit 2 Fringe benefit 3		

OJP FORM 7150/1 (5-95)

C. Travel - Itemize travel expenses of project personnel by purpose (e.g., staff to training, field interviews, advisory group meeting, etc.). Show the basis of computation (e.g., six people to 3-day training at \$X airfare, \$X lodging, \$X subsistence). In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and the unit costs involved. Identify the location of travel, if known. Indicate source of Travel Policies applied, Applicant or Federal Travel Regulations.

Purpose of Travel	Location	Item	Computation	Cost
3 Staff, Two required meetings	Washington DC	Air Fare	Round Trip \$1,500/per 6 per	\$9,000.00
3 Staff, Two required meetings	Washington DC	Hotel	6 Rooms Standard Governm	\$9,362.00
3 Staff, Two required meetings	Washington DC	Meals	Per diem 6 persons, 6 days	\$1,800.00
3 Staff, Two required meetings	Washington DC	Transfers	6 round trip transfers from ai	1,200.00
3 Staff, Two required meetings	Washington DC	Seminar Fees	2 seminars 3 staff \$400ea	\$2,400.00
Travel entry 6				
Travel entry 7				
			TOTAL	\$23,762.00

D. Equipment - List non-expendable items that are to be purchased. Non-expendable equipment is tangible property having a useful life of more than two years and an acquisition cost of \$5,000 or more per unit. (Note: Organization's own capitalization policy may be used for items costing less than \$5,000). Expendable items should be included either in the "supplies" category or in the "Other" category. Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Rented or leased equipment costs should be listed in the "Contractual" category. Explain how the equipment is necessary for the success of the project. Attach a narrative describing the procurement method to be used.

Item	Computation	Cost
Positive Achievement Change Tool (PACT)	150 Users license	\$180,343.00
Maintenance contract	\$46,069/yr. 2 yrs.	\$92,138.00
Positive Achievement Change Tool (PACT) Training	Training/year \$18,150 3 yrs.	\$54,450.00
Server & Service Contract	Server \$8,000 3 yr. service contract. \$750	\$8,750.00
equipment entry 5	84	
		TOTAL \$335,681.00

expendable equipment items costing less show the basis for computation. (Note: O	supplies, postage, training materials, copying that \$5,000, such as books, hand held tape re reganization's own capitalization policy may by, supplies include any materials that are expect.	corders) and be used for
Supply Items	Computation	Cost
Laptop Computer Air Cards	75 Wireless Air cards	\$8,250.00
Wireless Service	75 Wireless service accounts for 36 Months	\$35,450.00
Activation Fee for Aircards	75 Activation fees	\$3,750.00
supply item 4		
supply item 5		
supply item 6		
supply item 7		
supply item 8		
supply item 9		FAL \$47,450.00
renovations may be allowable. Check wi category.	th the program office before budgeting funds	in this Cost
	Description of Work	7
four lines per entry, use boxes below or an additional page for more space if required		
	то	TAL \$0.00

G. Consultants/Contracts he Federal Acquisition Regulation	 Indicate whether applicant's fo ons are followed. 	rmal, written Procu	rement Policy or
Consultant Fees: For each consulte (8-hour day), and estimated to additional justification and prior	altant enter the name, if known, so ime on the project. Consultant fe approval from OJP.	ervice to be provide es in excess of \$450	d, hourly or daily per day require
Name of Consultant	Service Provided	Computation	Cost
Or. Mark Stafford	Perform evaluate and measure the effectiveness of the PACT Assessment	5K/Yr. 3 yrs	\$15,000.00
HBRT Institute	Will provide Motivational Interviewing (I training for TCJPD staff . Training for up to 40 participants Will Provide Coaching	D	\$80,385.00
Center for Strengths-Based Strategies	Funds are budgeted to provide strengths-based training to staff	\$8,800/yr. 3 yrs	\$26,400.00
Supply item 1, one line per entry			\$124.795.00
		Sul	ototal
*****	Location Co	omputation	Cost
Consultant expense entry 1, one line per	maximum of three lines	_***	
	maximum of three lines		
Consultant expense entry 1, one line per	maximum of three lines		
		Sui	btotal \$0.00
of the cost. Applicants are encor	n of the product or service to be puraged to promote free and open provided for sole source contrac	competition in awar	rding contracts.
Item			Cost
maximum of four lines, additional informat	ion should be attached on a separate sheet(s	\$)	
maximum of four lines			
			btotal_\$0.00
		TO	OTAL_\$121,785.00

and investigative or confidential funds) by	reproduction, telephone, janitorial or security major type and the basis of the computation. square foot for rent, or provide a monthly re	For example,
Description	Computation	Cost
four lines per entry, use boxes below or an additional page for more space if required		
	TOTA	\$0.00
cost rate. A copy of the rate approval, (a fu the applicant does not have an approved ra cognizant Federal agency, which will review	owed only if the applicant has a Federally applied executed, negotiated agreement), must be atte, one can be requested by contacting the appear all documentation and approve a rate for any system permits, costs may be allocated in Computation	e attached. If oplicant's the applicant
	22% of total direct cost	\$116,309.00
Indirect Cost Rate		
	тот	AL_\$116,309.00

Budget Summary- When you have completed the budget worksheet, transfer the totals for each category to the spaces below. Compute the total direct costs and the total project costs. Indicate the amount of Federal requested and the amount of non-Federal funds that will support the project.

Budget Category	Amount
A. Personnel	\$0.00
B. Fringe Benefits	\$0.00
C. Travel	\$23,762.00
D. Equipment	\$335,681.00
E. Supplies	\$47,450.00
F. Construction	\$0.00
G. Consultants/Contracts	\$121,785.00
H. Other	\$0.00
Total Direct Costs	\$528,678.00
I. Indirect Costs	\$116,309.00
TOTAL PROJECT COSTS	\$644,987.00
Federal Request	
Non-Federal Amount	

Taking the Smart Path: Enhancing Assessment and Training to Address Youths' Needs Budget Justification

C. Travel

Travel for 3 staff members to 2 National Meetings in Washington DC is budgeted, as required in the program solicitation. Travel will occur in Year 2 and Year 3 of the grant. Total travel Costs include Airfare, Hotel, Meals, Transfers, & Seminar Fees. Year 3 costs are adjusted for an anticipated increase in the cost of living.

\$23,762

D. Equipment

Funds are budgeted for a Departmental Approved Dell Power Edge R720 with Intel Xenon E5-2620 2.00GHz, 15M Cache, 7.2GT/s QPI, Turbo, 6C, 95W, Max Mem. 1333MHz, windows server 2008 operating system. The server will house the PACT Assessment Tool Platform and also will hold the data collected throughout the grant. \$8,000 is budgeted for the server and \$750 is budgeted for the server service contract.

\$8,750

Funds are budgeted to purchase the Positive Achievement Change Tool (PACT). Noble Software provided an estimate to TCJPD, and will be considered as a potential vendor for this tool.

PACT Assessment Platform, 150 Users license includes maintenance contract for the first year – \$180,343

Maintenance contract for Assessment Platform is \$46,069 per year. This contract will be required for Years 2 and 3. Total:

\$92,138

PACT Assessment Platform Training, 1 training/year at \$18,150. We are requesting training once a year for three years. Total:

\$54,450

Total Equipment: \$335,681

E. Supplies

Air Cards with Wireless service - Departmental approved laptop computer wireless card adapters will be purchased to allow users to remotely access the Assessment Platform from any location across their assigned territory. 25 adapters will be purchased in Year 2, 50 adapters will be purchased in Year 3. Total cost for the adapters:

\$8,250

Wireless service charges are \$38/month per adapter with a \$50 activation fee. Total Wireless Service costs:

\$39,200

Total Supplies: \$47,450

G. Consultants

Dr. Mark Stafford of Texas State University will be providing consulting services. He will perform evaluate and measure the effectiveness of the PACT Assessment Platform and provide us with identified areas of improvement to service delivery. His services are \$5,000/yr for 3 yrs. Total:

\$15,000

Funds are budgeted to provide strengths-based training to staff. The trainer will specialize in the application of this approach with court-mandated client and conduct one training session/yr. for three years. An estimate was provided from the Center for Strengths-Based Strategies, which is one of the vendors that will be considered to provide this service. Total:

\$26,400

An organization, such as the HBRT Institute will provide Motivational Interviewing (MI) training for TCJPD staff. Training for up to 40 participants will be held once a year for each year of the grant. Total:

\$52,785

Coaching for up to 20 participants will be required in year 2 and year 3 of the grant. Total:

\$27,600

Total Consultants: \$121,785

I. Indirect Costs

Indirect Cost rate of 22% is applied to total direct cost.

\$116,309

1.) Hold Strategic Grant Planning Meetings. 2.)Select appropriate members of the Smart Probation Team from each division that is involved 3.) Assign responsibilites to each member (i.e. reporting, community engagement, etc.) 1.) Identify risk and needs assessment tool. 2.) Follow TCJPD Procurement Processes for purchasing the tool. 3.) Work with TCJPD IT Unit to implement the tool 1.) Increase communication with community partners to educate them about changes at TCJPD and their role in adopting these changes. 2.) Hold strategic planning meetings with community partners to ensure that services for youth will be enhanced through the use of the risk and needs assessment tool. 1.) Identify Motivational Interviewing and Strengths-Based Trainers 2.) Organize to department-wide trainings for staff 3.) 1.) Identify methods of data collection 2.) Regularly collect appropriate data to prepare for evaluation.				Fynerted	Responsible Party
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researcher during the first two years that prepare for evaluation.	assessment tool for appropriate	TCJPD's Research Unit and the external	Regularly collect appropriate data to	the end of Month Research Unit	Research Unit
	matching to services.	researcher during the first two years that	prepare for evaluation.	33)	
the new assessment tool is implemented.		the new assessment tool is implemented.			

Conduct data analysis through an external External evaluation by Dr. Stafford.	v v	September 30, External Evaluator,	External Evaluator,
researcher in the last 3 months of the grant		2016 (At the end Research Unit	Research Unit
to determine the effectiveness of the		of Year 3)	
assessment tool.			
Identify areas of improvement to service 1.) Hold Strategic Planning Meeting		September 30,	September 30, External Evaluator,
delivery, through collaboration with	between Smart Probation Team and Dr.	2016 (At the end Smart Probation	Smart Probation
external researcher, during the last month Stafford to identify areas of improvement of Year 3)	Stafford to identify areas of improvement	of Year 3)	Team
of the grant.	to service delivery.		



April 10, 2013

Estela P. Medina, Chief Juvenile Probation Officer Travis County Juvenile Probation Department 2515 South Congress Ave. Austin, TX 78704

Dear Ms. Medina:

I am pleased to offer my support for Travis County Juvenile Probation Department's (TCJPD's) application for funding from the Department of Justice's Smart Probation: Reducing Prison Populations, Saving Money, and Creating Safer Communities program.

I received a B.A degree in sociology from Southern Methodist University in 1971 and M.A. and Ph.D. degrees in sociology from the University of Arizona in 1974 and 1979. I have held faculty positions at the University of Texas at Austin and Washington State University, and I am currently a Professor and Interim Director of the School of Criminal Justice at Texas State University. I have considerable experience in evaluation research. Most recently, I assisted the Texas Council on Sex Offender Treatment in testing the predictive accuracy of various assessment tools. I also assisted the Council in drafting a proposed rule for the de-registration of a limited number of registered sex offenders. From 2007-2011, I was the outside evaluator of the Fatherhood Works program for Goodwill Industries of Central Texas, and from 2011 to the present, I have been the principal evaluator of the CARE (Children's Aftercare Reentry Experience) program for delinquency rehabilitation for the Texas Department of Juvenile Justice.

TCJPD's proposal to implement an evidence-based risk and needs assessment, provide training to staff, and evaluate their success is a promising strategy that can provide a solid foundation for enhancing services and positively impacting outcomes for years to come. If funded, I will serve as the external researcher for this project at a rate of \$5,000 per year. I will assist with the problem description and definition; participate in solution development; provide ongoing data collection and analysis, monitoring, and assessment of the solution impact. I also will prepare a final report that thoroughly discusses the efforts and assesses the results of the project. I will work with TCJPD's research unit when necessary to obtain the information needed to complete my duties. I am excited about this opportunity, and I wish TCJPD the best of luck with their funding search.

Sincerely.

Professor and Interim Director School of Criminal Justice

Texas State University

TCJPD will be using Dr. Mark Stafford, of Texas State University, as an external research partner. Dr. Stafford will provide ongoing analysis, monitoring, and assessment of TCJPD's program. During the first two years that the PACT assessment is implemented, Dr. Stafford will collaborate with TCPJD's Research Unit to collect data. At the end of the data collection phase, Dr. Stafford will conduct an evaluation to determine the effectiveness of the PACT in appropriately directing the path of youth involved with TCJPD. He will also assess whether this tool is used with fidelity at TCJPD.

Dr. Stafford is a Professor of Criminal Justice, Core Doctoral Faculty, and Interim Director of at the School of Criminal Justice of Texas State University. Dr. Stafford has considerable experience with evaluation research; most recently, he has assisted the Texas Council on Sex Offender Treatment in testing the predictive accuracy of various assessment tools; was the outside evaluator of the Fatherhood Words program for Goodwill Industries of Central Texas; and was the principal evaluator of the Children's Aftercare Reentry Experience program for delinquency rehabilitation at for the Texas Juvenile Justice Department.

03/2013

CURRICULUM VITAE Mark C. Stafford

ADDRESS

Office: Department of Criminal Justice

Texas State University 601 University Drive Hines Academic Center 108 San Marcos, Texas 78666-4616

Phone: (512) 245-5410

Home: 6113 Sierra Leon

Austin, Texas 78759-3993 Phone: (512) 335-9172

PERSONAL DATA

Birthplace: Big Spring, Texas

EDUCATION

B.A.: 1971 Southern Methodist University, Dallas, Texas M.A.: 1974 University of Arizona, Tucson, Arizona Ph.D.: 1979 University of Arizona, Tucson, Arizona

PROFESSIONAL POSITIONS

2012present

Interim Director, School of Criminal Justice, Texas State University

Doctoral Program Director, Department of Criminal Justice, Texas State
University

Core Doctoral Faculty, Department of Criminal Justice, Texas State University

present

Professor of Criminal Justice, Texas State University

Professor of Criminal Justice, Texas State University

Faculty Undergraduate Adviser, Department of Sociology, The University of
Texas at Austin

PROFESSIONAL POSITIONS (continued)

2006	IEAT-FORD Chair of Criminality, Violence, and Public Policy - Ford Foundation, Institute of Interdisciplinary Advanced Studies at Federal University of Minas Gerais, Belo Horizonte, Brazil
2005-2006 1996-2000	Associate Chair, Department of Sociology, The University of Texas at Austin
2004 1997-2000	Graduate Adviser, Department of Sociology, The University of Texas at Austin
1997-2003	Director, Shaw-Cotera Consortium on Youth Violence, The University of Texas at Austin
1996-2008	Faculty Research Associate, Center for Criminology and Criminal Justice Research, The University of Texas at Austin
1995-2002	Faculty Research Associate, Population Research Center, The University of Texas at Austin
1995-2008	Professor of Sociology, The University of Texas at Austin
1995	Professor of Sociology, Washington State University
1995	Rural Sociologist, Washington State University
1994-95	Graduate Faculty in Criminal Justice, Washington State University
1993-94	Visiting Scholar, Center for the Study and Prevention of Violence, Institute of Behavioral Science, University of Colorado at Boulder
1989-95	Associate Rural Sociologist, Washington State University
1988-90	Director of Graduate Studies, Department of Sociology, Washington State University
1986-87	Fellow, Center for Advanced Study in the Behavioral Sciences, Stanford, California
1986-95	Associate Professor of Sociology, Washington State University
1982	Summer Scholar, Center for Advanced Study in the Behavioral Sciences, Stanford, California

PROFESSIONAL POSITIONS (continued)

Assistant Professor of Sociology, Washington State University, Elected to Graduate Faculty in 1983

1977-80 Instructor of Sociology, The University of Texas at Austin

OTHER PROFESSIONAL ACTIVITIES

2013	Member of Program Committee for annual meetings of Academy of Criminal Justice Sciences, Dallas
2012-2013	Chair of Awards Committee, Academy of Criminal Justice Sciences
2011	Member of the Fellows Award Subcommittee, Academy of Criminal Justice Sciences
2010	Member of Outstanding Book Award Committee, Academy of Criminal Justice Sciences
2007-2011	Consultant, Goodwill Industries of Central Texas
2005-2011	Consultant, Texas Council on Sex Offender Treatment
2008	Featured Expert on "Juvenile Justice System" for History of American Criminal Justice, distributed by Promedion Productions
2004, 2008, 2011	Evaluator of Fellowship Nominees for Center for Advanced Study in the Behavioral Sciences, Stanford, California
2002	Review Panel, Risk, Prevention, and Health Behavior Integrated Review Group, SRA for RPHB-4 Study Section, Center for Scientific Review, National Institutes of Health
2000-01	Consultant, Texas Department of Health
1998-03	American Statistical Association Committee on Law and Justice Statistics
1998	Organizer, Shaw-Cotera Workshop on Youth Violence, The University of Texas at Austin
1996-97	Area Chair for 1997 American Society of Criminology annual meetings, San Diego
1991-97	Associate Editor, Criminology

OTHER PROFESSIONAL ACTIVITIES (continued)

1991	Consultant, Centers for Disease Control, Department of Health and Human Services
1989	Consultant, Spokane Public Schools, Spokane, Washington
1987-89	Consulting editor, American Journal of Sociology
1986-90	Committee on Certification in Law and Social Control for American Sociological Association
1985	Consultant, Internal Revenue Service, Washington, D.C.
1981, 92	Ad hoc reviewer for National Science Foundation
1975-77	Consultant, Cochise County Juvenile Court, Bisbee, Arizona
GRANTS, H	ONORS, AND AWARDS
2011-2013	Texas Juvenile Justice Department – Evaluation of the Effectiveness of C.A.R.E. (\$27,000)
2012	Dean's Nominee for the Presidential Award for Excellence in Service, College of Applied Arts, Texas State University
2011	Dean's Nominee for the Presidential Award for Excellence in Service, College of Applied Arts, Texas State University
2010	Named Professorship Held by Dan Mears at Florida State University ("Mark C. Stafford Professor of Criminology")
2010	Chapter about my contributions to deterrence theory written by Kirk R. Williams in <i>Encyclopedia of Criminological Theory</i> , Francis T. Cullen and Pamela Wilcox (eds.), Thousand Oaks: Sage.
2010	Dean's Nominee for the Presidential Award for Excellence in Service, College of Applied Arts, Texas State University
2009-2010	Texas State University Research Enhancement Program – Distinguishing Child Sexual Abusers From Non-Abusers: A Comparison of 100 Known Abusers and 100 College Students (\$6,250) (with Donna Vandiver)
2003-04	Research Support (\$1,000) from Rapoport-King Scholarship (with Alyn Turner)

GRANTS, HONORS, AND AWARDS (continued)

2003	Nominated as Outstanding Faculty Member-1st Order of Omega and Gamma Sigma Alpha
2002	Nominated for the Friar Centennial Teaching Fellowship, The University of Texas at Austin
2001	National Science Foundation (\$7,500) (with Danielle Toussaint)
2000	National Institute of Justice (\$13,450) (with Sarah Goodrum)
1998-05	American Statistical Association (\$68,000) (to create and maintain American Statistical Association's Guide to Abstracts and Bibliographies on Crime and Criminal Justice)
1998	Ford Foundation Social Science Concepts in Area Studies (\$3,000) (with Corinne Davis)
1992	Nominated by President Smith of Washington State University for a George A and Eliza Gardner Howard Foundation Fellowship
1989-90	Washington State University Alcoholism and Drug Abuse Program -Alcohol, Sanctions, and Risk-taking (\$13,000)
1986-87	Financial Support from John D. and Catherine T. MacArthur Foundation for Fellowship at the Center for Advanced Study in the Behavioral Sciences
1983	Washington State University Grant-in-Aid – Deterrence Questions: An Experimental Test (\$6,700)
1974-77	Research Assistantship - N.I.M.H. Training Program in Deviant Behavior, Criminology, and Law, University of Arizona

CURRENT RESEARCH

Crime and delinquency in Brazil Public attitudes about sex offenders

BOOKS

LaMar T. Empey, Mark C. Stafford, and Carter H. Hay

1999 American Delinquency: Its Meaning and Construction (fourth edition).

Belmont, California: Wadsworth.

BOOKS (continued)

LaMar T. Empey and Mark C. Stafford

1991

American Delinquency: Its Meaning and Construction (third edition).

Belmont, California: Wadsworth.

ARTICLES AND CHAPTERS (*denotes refereed publication)

Mark C. Stafford

Forth- "Deterrence Theory," in *International Encyclopedia of the Social and Behavioral* coming *Sciences*, second edition, James D. Wright (ed.), Oxford: Elsevier.

Mark C. Stafford

2011 "Deterrence Theory," in *The Concise Encyclopedia of Sociology*, George Ritzer and J. Michael Ryan (eds.), Oxford: Blackwell.

Mark C. Stafford and Elyshia Aseltine

2010 "Jack P. Gibbs: Deterrence Theory," in *Encyclopedia of Criminological Theory*, Francis T. Cullen and Pamela Wilcox (eds.), Thousand Oaks: Sage.

Mark C. Stafford

2010 "Kirk R. Williams and Richard Hawkins: Deterrence Theory and Non-Legal Sanctions," in *Encyclopedia of Criminological Theory*, Francis T. Cullen and Pamela Wilcox (eds.), Thousand Oaks: Sage.

Mark C. Stafford

2010 "Causation in Criminological Theories and Research," Federal University of Minas Gerais Press.

Mark C. Stafford and Gini R. Deibert

2006 "Deterrence Theory," in *Encyclopedia of Sociology*, George Ritzer (ed.), New York: Blackwell.

*David A. Ward, Mark C. Stafford, and Louis N. Gray

2006 "Rational Choice, Deterrence, and Theoretical Integration," *Journal of Applied Social Psychology*, Vol. 36 (March): 571-85.

Reprinted in *Recent Developments in Criminal Theory*, Stuart Henry and Scott A. Lukas (eds.), Farnham, Surrey, UK: Ashgate Publishing (2009).

Mark C. Stafford

2004 "Juvenile Delinquency: An International Perspective," in *Handbook of International Social Problems*, George Ritzer (ed.), Beverly Hills: Sage Publications.

*Sarah D. Goodrum and Mark C. Stafford

2003 "The Management of Emotions in the Criminal Justice System," Sociological Focus, Vol. 36 (August): 179-96.

Mark C. Stafford

2002 "Juvenile Delinquency," in *Child Development*, Neil J. Salkind (ed.), New York: Macmillan.

*Daniel P. Mears and Mark C. Stafford

2002 "Central Analytical Issues in the Generation of Cumulative Sociological Knowledge," Sociological Focus, Vol. 35 (February): 5-24.

Carter H. Hay and Mark C. Stafford

2002 "Rehabilitation in America: The Philosophy and Methods, From Past to Present," in *Punishing Juveniles: Principle and Critique*, Antony Duff and Ido Weijers (eds.), Oxford: Hart Publishing.

Mark C. Stafford and Tracey L. Kyckelhahn

2002 "Comparative Juvenile Justice: United States," in Comparative Juvenile Justice (second edition), John A. Winterdyk (ed.), Toronto: Canadian Scholars' Press, Inc.

*David A. Ward, Mark C. Stafford, and Louis N. Gray

2001 "Choice Models of Deterrence: Another Look," *Journal of Applied Social Psychology*, Vol. 31 (November): 2292-300.

Mark C. Stafford and Sarah D. Goodrum

2001 "Deterrence Theory," in *International Encyclopedia of the Social and Behavioral Sciences*, Neil J. Smelser and Paul B. Baltes (eds.), London: Elsevier.

Mark C. Stafford and Sarah D. Goodrum

2000 "Concept of Deterrence," in Encyclopedia of Criminology and Deviant Behavior: Volume One, Historical, Conceptual, and Theoretical Issues, Peter Adler et al. (eds.), London: Taylor & Francis.

Marla C. Craig and Mark C. Stafford

1997 "Comparative Juvenile Justice: United States," in *Comparative Juvenile Justice*, John A. Winterdyk (ed.), Toronto: Canadian Scholars' Press, Inc.

Mark C. Stafford

1995 "Children's Legal Rights in the U.S.," *Marriage and Family Review*, Vol. 21 (Nos. 3/4): 121-40.

- *David A. Ward, Mark C. Stafford, Louis N. Gray, and Ben A. Menke
- 1994 "Deterrence, Opportunity, and Choice," *Journal of Applied Social Psychology*, Vol. 24 (October): 1777-93.

Mark C. Stafford

- 1994 "Juvenile Delinquency," in *Primis Introduction to Social Problems*, Craig Calhoun and George Ritzer (eds.), New York: McGraw-Hill.
- *Irving Tallman, Robert K. Leik, Louis N. Gray, and Mark C. Stafford
- 1993 "A Theory of Problem-Solving Behavior," *Social Psychology Quarterly*, Vol. 56 (September): 157-77.
- *Mark C. Stafford and Mark Warr
- 1993 "A Reconceptualization of General and Specific Deterrence," *Journal of Research in Crime and Delinquency*, Vol. 30 (May): 123-35.

Reprinted in *Boundaries: Readings in Deviance, Crime and Criminal Justice*, Bradley R.E. Wright and Ralph B. McNeal, Jr. (eds.), Boston: Pearson Custom Publishing (2004-2010).

Reprinted in Criminological Theory, Past to Present: Essential Readings, Francis T. Cullen and Robert Agnew (eds.), Los Angeles: Roxbury (2003, 2006, and 2010).

Reprinted in *Contemporary Criminological Theory*, Larry Siegel and Peter Cordella (eds.), Boston: Northeastern University Press (1996).

Mark C. Stafford and Jack P. Gibbs

- 1993 "A Theory About Disputes and the Efficacy of Control," in Aggression and Violence: Social Interactionist Perspectives, Richard B. Felson and James T. Tedeschi (eds.), Washington, D.C.: American Psychological Association.
- *Charles R. Tittle and Mark C. Stafford
- 1992 "Urban Theory, Urbanism, and Suburban Residence," Social Forces, Vol. 70 (March): 725-44.
- *Louis N. Gray, Mark C. Stafford, and Irving Tallman
- 1991 "Rewards and Punishments in Complex Human Choices," Social Psychology Quarterly, Vol. 54 (December): 318-29.

- *Mark Warr and Mark C. Stafford
- 1991 "The Influence of Delinquent Peers: What They Think Or What They Do?" *Criminology*, Vol. 29 (November): 851-66.

Reprinted in Crime and Criminals: Contemporary and Classic Readings in Criminology, Frank R. Scarpitti and Amie L. Nielsen (eds.), Los Angeles: Roxbury (1999).

Reprinted in Exploring Delinquency: Causes and Control, Dean G. Rojek and Gary F. Jensen (eds.), Los Angeles: Roxbury Publishing Co. (1996).

- *Terance D. Miethe, Mark C. Stafford, and Douglas Sloane
- 1990 "Lifestyle Changes and Risks of Criminal Victimization," Journal of Quantitative Criminology, Vol. 6 (December): 357-76.
- *Mark C. Stafford, Walter T. Martin, and Jack P. Gibbs
- 1990 "Marital Status and Suicide: Within-Column Tests of the Status Integration Theory," Family Perspective, Vol. 24 (No. 1): 15-31.
- *Mark C. Stafford and Ralph A. Weisheit
- 1988 "Changing Age Pattern of U.S. Male and Female Suicide Rates, 1934-1983," Suicide and Life-Threatening Behavior, Vol. 18 (Summer): 149-63.
- *Mark C. Stafford and Jack P. Gibbs
- 1988 "Change in the Relation Between Marital Integration and Suicide Rates," Social Forces, Vol. 66 (June): 1060-79.
- *Louis N. Gray and Mark C. Stafford
- 1988 "On Choice Behavior in Individual and Social Situations," *Social Psychology Quarterly*, Vol. 51 (March): 58-65.
- *Terance D. Miethe, Mark C. Stafford, and J. Scott Long
- "Social Differentiation in Criminal Victimization: A Test of Routine
 Activities/Lifestyle Theories," American Sociological Review, Vol. 52 (April): 184-94 Also see Errata in American Sociological Review, Vol. 52 (October, 1987).
- *Mark C. Stafford, Louis N. Gray, Ben A. Menke, and David A. Ward
- 1986 "Modeling the Deterrent Effects of Punishment," Social Psychology Quarterly, Vol. 49 (December): 338-47.
- *David A. Ward, Ben A. Menke, Louis N. Gray, and Mark C. Stafford
- 1986 "Sanctions, Modeling, and Deviant Behavior," *Journal of Criminal Justice*, Vol. 14 (No. 6): 501-8.

- Mark C. Stafford and Richard R. Scott
- 1986 "Stigma, Deviance, and Social Control: Some Conceptual Issues," in *The Dilemma of Difference: A Multidisciplinary View of Stigma*, Stephen C. Ainlay et al. (eds.), New York: Plenum.
- *Mark C. Stafford and Mark Warr
- 1985 "Public Perceptions of Social Problems: Some Propositions and a Test," *Journal of Applied Behavioral Science*, Vol. 21 (August): 307-16.
- *Louis N. Gray, David A. Ward, Mark C. Stafford, and Ben A. Menke
- 1985 "Observational and Experiential Effects in Probability Learning: The Case of a Deviant Behavior," *Social Psychology Quarterly*, Vol. 48 (March): 78-85.
- *Mark C. Stafford and Jack P. Gibbs
- 1985 "A Major Problem With the Theory of Status Integration and Suicide," *Social Forces*, Vol. 63 (March): 643-60.
- Mark C. Stafford
- 1984 "Gang Delinquency," in *Major Forms of Crime*, Robert F. Meier (ed.), Beverly Hills: Sage Publications.
- *Maynard L. Erickson, Mark C. Stafford, and James M. Galliher
- 1984 "The Normative Erosion Hypothesis: The Latent Consequences of Juvenile Justice Practices," *Sociological Quarterly*, Vol. 25 (Summer): 373-84.
- *Mark C. Stafford and Omer R. Galle
- 1984 "Victimization Rates, Exposure to Risk, and Fear of Crime," *Criminology*, Vol. 22 (May): 173-85.
- *Mark Warr and Mark C. Stafford
- 1984 "Public Goals of Punishment and Support for the Death Penalty," *Journal of Research in Crime and Delinquency*, Vol. 21 (May): 95-111.
- *Mark Warr and Mark C. Stafford
- 1983 "Fear of Victimization: A Look at the Proximate Causes," Social Forces, Vol. 61 (June): 1033-43.
 - Reprinted in *Essays and Readings in Criminology*, Robert D. Crutchfield et al. (eds.), Thousand Oaks: Pine Forge Press (1996).

- *Mark C. Stafford and Sheldon Ekland-Olson
- 1982 "On Social Learning and Deviant Behavior: A Reappraisal of the Findings" (A Comment on Akers et al.), American Sociological Review, Vol. 47 (February): 167-69.
- *Mark C. Stafford and Jack P. Gibbs
- 1980 "Crime Rates in an Ecological Context: Extension of a Proposition," Social Science Quarterly, Vol. 61 (December): 653-65.

INVITED PAPERS AND TALKS

Mark C. Stafford

2011 "Some Hows, Whys, and So Whats of Peers and Juvenile Crime," invited talk at Texas Juvenile Justice Summit, Texas Juvenile Probation Commission, Austin

Mark C. Stafford

2011 "Some Hows, Whys, and So Whats of Peers and Juvenile Crime," invited talk at annual conference of Juvenile Justice Association of Texas, Austin

Mark C. Stafford

2011 "Sex Offending," invited talk at regional conference of Lambda Alpha Epsilon, San Marcos, 2011

Mark C. Stafford

2006 "Causation in Criminological Theories and Research," invited paper at Federal University of Minas Gerais, Belo Horizonte, Brazil

Mark C. Stafford

2006 "The Rationality of Violence," invited talk at Health/Medical School Seminar at Federal University of Minas Gerais, Belo Horizonte, Brazil

Mark C. Stafford

2006 "U.S. Public Policies to Combat Sexual Violence," invited talk at NEMPEM seminar at Federal University of Minas Gerais, Belo Horizonte, Brazil

Mark C. Stafford

2006 "Integration of Methodologies in the Study of Crime," invited talk at Centro de Estudos de Criminalidade e Seguranca Publica (CRISP) at Federal University of Minas Gerais, Belo Horizonte, Brazil

Mark C. Stafford

2006 Participant in panel on "Evidence-Based Practices" for School of Social Work at The University of Texas at Austin

INVITED PAPERS AND TALKS (continued)

Mark C. Stafford

2005 Participant in panel on "Research and Evaluation of Programs" for 2005 Spring Conference of Juvenile Justice Association of Texas, Austin, Texas

Mark C. Stafford

2004 Participant in panel on "Moral Panic or Major Epidemic? Sex Offending, Recidivism, and Statistics" for 3rd Annual Conference on Child Victims: Interventions and Investigations, presented by the Child's Advocacy Center for Bastrop, Lee, and Fayette Counties of Texas and the Texas Department of Criminal Justice Victim Services Division

Mark C. Stafford

2002- Participant in panel on "Social Issues/Social Problems" for Honors Colloquium at The University of Texas at Austin

Mark C. Stafford

2005 "Myths and Realities of Sex Offending," invited talk at Honors Colloquium at the University of Texas at Austin.

Mark C. Stafford

2001- "Youth Violence," invited talk at Honors Colloquium at The University of Texas at 2004 Austin.

Mark C. Stafford

2000 "Theories of Crime Causation," invited talk at meetings of Lonestar Mensa, Austin.

Mark C. Stafford

2000 "Youth Violence," invited talk at meeting of National Advisory Council of Hogg Foundation for Mental Health, Austin.

Mark C. Stafford

1999 "Gibbs' Notion of Control as a Way of Integrating Sociological Theories of Homicide ... and More," invited paper at Southern Sociological Society annual meetings, Nashville.

Mark C. Stafford

1997 "What Are We Going To Do About Violence?" invited talk at General Membership Meeting of St. David's Foundation, Austin.

Mark C. Stafford

1997 "Violence in the U.S. and Possible Explanations," invited talk at meeting of Texas Grantmakers in Health and Human Services, sponsored by Hogg Foundation for Mental Health, Austin.

INVITED PAPERS AND TALKS (continued)

Mark C. Stafford and Jack P. Gibbs

1991 "Disputes and the Efficacy of Control," invited paper at the Eleventh Annual Albany Conference, State University of New York at Albany.

Louis N. Gray, Mark C. Stafford, and Irving Tallman

1986 "Rewards and Punishments in Complex Human Choices," invited paper at the Ninth Symposium on Quantitative Analyses of Behavior, Harvard University.

Mark C. Stafford

1983 "Recent Deviance Research and Emerging Issues," invited paper at Idaho Sociological Association annual meetings, Moscow.

PAPERS PRESENTED AT PROFESSIONAL MEETINGS

Jaclyn Schildkraut and Mark C. Stafford

2013 "Researching Professionals or Professional Researchers?" presented at Academy of Criminal Justice Sciences annual meetings, Dallas.

Jaclyn Schildkraut, H. Jaymi Elsass, and Mark C. Stafford

2013 "Could It Happen Here? Moral Panics, School Shootings, and Fear of Crime Among College Students," presented at Academy of Criminal Justice Sciences annual meetings, Dallas.

H. Jaymi Elsass and Mark C. Stafford

2012 "On Expanding Deterrence Theory," presented at American Society of Criminology annual meetings, Chicago.

Donna Vandiver and Mark C. Stafford

2011 "Direct and Indirect Effects of Self-Control on Deviant Sexual Fantasies: A Comparison of Child Molesters and Non-Child Molesters," presented at American Society of Criminology annual meetings, Washington, D.C.

Mark C. Stafford

2011 "Establishing New Criminal Justice Doctoral Programs," presented at Academy of Criminal Justice Sciences annual meetings, Toronto.

Georgianna Brain, Mark C. Stafford, and Donna Vandiver

2010 "Distinguishing Child Sex Abusers from Non-Abusers," presented at American Society of Criminology annual meetings, San Francisco.

Mark C. Stafford, Gini Mann-Deibert, and Bob Edward Vasquez

2010 "A Factorial Survey of the Perceived Appropriateness of Legal Punishments for Sexual Offenders," presented at American Society of Criminology annual meetings, San Francisco.

Mark C. Stafford

2010 "The Past and Future of Deterrence Theory," presented at Academy of Criminal Justice Sciences annual meetings, San Diego.

Mark C. Stafford

2009 "The Relationship Between Self-Control and Crime Among Convicted Sex Offenders," presented at American Society of Criminology annual meetings, Philadelphia.

Gini R. Deibert and Mark C. Stafford

2009 "Gender, Religiosity, and Punitiveness: Variation in Public Perceptions of Punitiveness for Sex Offenses," presented at American Sociological Association annual meetings, San Francisco.

Mark C. Stafford

2008 "A Critique of 'Pedophile' as a Distinct Type of Criminal," presented at American Society of Criminology annual meetings, St. Louis.

Gini Deibert, Mark Stafford, and Jessica Rager

2008 "Public Perceptions of Punitiveness for Sex Offenses," presented at Society for the Study

of Social Problems annual meetings, Boston.

Mark C. Stafford and Dan Mears

2007 "Causation and Criminological Theories and Policy," presented at American Society of Criminology annual meetings, Atlanta.

Mark C. Stafford

2007 "Child Molesters, Pedophilia, and Social Control," presented at Society for the Study of Social Problems annual meetings, New York.

Gini R. Deibert, Mark C. Stafford, Michael Supancic, and Scott Bowman

2007 "Criminal Justice and Health, presented at Academy of Criminal Justice Sciences annual meetings, Seattle.

Mark C. Stafford and Corinne Davis Rodrigues

2006 "Religion and Delinquency in Brazil," presented at American Society of Criminology annual meetings, Los Angeles.

Mark C. Stafford, Gini R. Deibert, and Kimberly A. Francis

2005 "Self-Control, Impulsivity, and Compulsivity," presented at American Society of Criminology annual meetings, Toronto.

Mark C. Stafford

2000 "Need for Theoretical Specification in the Collection of Homicide Data," presented at National Association of Graduate Studies and Research in Social Sciences annual meetings, Petropolis (Brazil).

Tracey L. Kyckelhahn, Dan P. Mears, and Mark C. Stafford

2000 "New Evidence on the Relationship Between Broken Homes and Delinquency," presented at American Society of Criminology annual meetings, San Francisco.

Danielle W. Toussaint and Mark C. Stafford

2000 "Testing a General Theory of Crime: The Relationship Between Self-Control and Violent Causes of Death," presented at American Sociological Association annual meetings, Washington, D.C.

Dan Mears and Mark C. Stafford

1998 "Race and Homicide: Examining the Relationship Among States Between Racial Composition/Differentiation and Homicide Rates," presented at American Society of Criminology annual meetings, Washington, D.C.

Mark C. Stafford

1996 "The Contributions of James F. Short, Jr.," presented at American Society of Criminology annual meetings, Chicago.

Mark C. Stafford

1996 "Ethical Issues in Experimental Criminological Research," presented at American Society of Criminology annual meetings, Chicago.

Marla C. Craig and Mark C. Stafford

1995 "Assessing the Empirical Evidence for the Economic Deprivation Theory of Homicide," presented at American Society of Criminology annual meetings, Boston.

Robin E. Sowell and Mark C. Stafford

1995 "Testing a Social Psychological Theory of Deterrence," presented at American Society of Criminology annual meetings, Boston.

Mark C. Stafford and Jack P. Gibbs

1994 "A Test of a Control Theory of Homicide," presented at American Society of Criminology annual meetings, Miami.

Mark C. Stafford

1993 "Rational Choice, Deterrence, and Theoretical Integration," presented at American Society of Criminology annual meetings, Phoenix.

Mark C. Stafford and Jack P. Gibbs

1992 "Control, Control Statuses, Homicide, and Variation in Death Ages," presented at American Society of Criminology annual meetings, New Orleans.

Mark C. Stafford and Jack P. Gibbs

1992 "Relation Between Change in Marital Integration and Change in the Suicide Rate," presented at Southwestern Social Science Association annual meetings, Austin.

Mark C. Stafford and Jack P. Gibbs

1990 "Control, Disputes, Interpersonal Violence, and Homicide," presented at American Sociological Association annual meetings, Washington, D.C.

Mark Warr and Mark Stafford

1990 "The Influence of Delinquent Peers: What They Think or What They Do?" presented at American Society of Criminology annual meetings, Baltimore.

Charles R. Tittle and Mark C. Stafford

1990 "Urban Theory, Urbanism, and Suburban Residence," presented at American Society of Criminology annual meetings, Baltimore.

Mark C. Stafford

1989 "A Reconceptualization of General and Specific Deterrence," presented at American Society of Criminology annual meetings, Reno.

Mark C. Stafford

1989 "The Use of the Satisfaction Balance Model in Assessing the Deterrent Effect of Punishments," presented at Midwest Sociological Society annual meetings, St. Louis.

Mark C. Stafford, Walter T. Martin, and Jack P. Gibbs

1988 "Marital Integration and Suicide: Within-Columns Tests of the Status Integration Theory," presented at American Sociological Association annual meetings, Atlanta.

Mark C. Stafford

1988 "Individual and Social Choice: Punishments and Rewards," presented at Pacific Sociological Association annual meetings, Las Vegas.

- Ben A. Menke, David A. Ward, Louis N. Gray, and Mark C. Stafford
- 1988 "Deterrence and Opportunity: Some Theoretical and Empirical Developments," presented at Academy of Criminal Justice Sciences annual meetings, San Francisco.
- Mark C. Stafford, Louis N. Gray, Ben A. Menke, and Irving Tallman
- 1987 "Toward a Formal Theory of General Deterrence," presented at American Society of Criminology annual meetings, Montreal.
- Mark C. Stafford, Louis N. Gray, Ben A. Menke, and David A. Ward
- 1984 "Modeling the Deterrent Effect of Punishment," presented at Western Social Science Association annual meetings, San Diego.
- Ben A. Menke, David A. Ward, Mark C. Stafford, and Louis N. Gray
- "Certainty of Punishment, Peer Influence, and Deviant Behavior," presented at Academy of Criminal Justice Sciences annual meetings, San Antonio.
- Mark C. Stafford and Mark Warr
- 1982 "Public Perceptions of Social Problems: A Theoretical and Empirical Study," presented at Society for the Study of Social Problems annual meetings, San Francisco.
- Maynard L. Erickson, Mark C. Stafford, and James M. Galliher
- "Differences in Perceived Seriousness of Crimes and Delinquencies: The Normative Erosion Hypothesis," presented at American Society of Criminology annual meetings, San Francisco.
- Mark C. Stafford
- 1979 "Values, Peer Associations, and Self-Reported Delinquency," presented at American Society of Criminology annual meetings, Philadelphia.
- 1980
- Mark C. Stafford
- 1979 "On Explaining Perceptions of the Certainty of Legal Punishment," presented at Society for the Study of Social Problems annual meetings, Boston.
- Mark C. Stafford and Vicki K. Kullberg
- 1978 "The Validity of Measures of Crime and Delinquency: A Methodological or Theoretical Problem?" presented at Society for the Study of Social Problems annual meetings, San Francisco.

OTHER PARTICIPATION AT PROFESSIONAL MEETINGS

2008 Chair, Session on Capital Punishment and Deterrence, American Society of Criminology annual meetings, St. Louis.

OTHER PARTICIPATION AT PROFESSIONAL MEETINGS (continued)

- 2008 Chair, Session on Extending and Testing Learning Theories, American Society of Criminology annual meetings, St. Louis.
- 2007 Presider, Author Meets Critics Session on David Farrington and Brandon Welsh's Saving Children from a Life of Crime, American Society of Criminology annual meetings, Atlanta.
- 1995 Chair, Session on Models of Crime and Delinquency, American Society of Criminology annual meetings, Boston.
- 1994 Discussant, Session on Social Learning Theory, American Society of Criminology annual meetings, Miami.
- 1994 Discussant, Session on Criminology, American Sociological Association annual meetings, Miami.
- 1993 Organizer/Discussant, Session on Control Theory and Violence, American Society of Criminology annual meetings, Phoenix.
- 1992 Chair, Session on Explaining Juvenile Delinquency, American Society of Criminology annual meetings, New Orleans.
- 1991 Co-organizer, Workshop on Social Control and Interpersonal Violence, American Sociological Association annual meetings, Cincinnati.
- 1986 Discussant, Session on Criminal Sentencing and Crime Severity Scaling, American Society of Criminology annual meetings, Atlanta.
- 1985 Co-chair, Session on Public Attitudes Toward Crime and Criminal Justice, Academy of Criminal Justice Sciences annual meetings, Las Vegas.
- 1983 Discussant, Session on Drug and Vice Offenses, American Society of Criminology annual meetings, Denver.

BOOK REVIEWS

- 2003 Howard B. Kaplan and Robert J. Johnson, Social Deviance: Testing A General Theory for American Journal of Sociology, Vol. 108 (January):934-35.
- 1995 George S. Bridges and Martha A. Myers, *Inequality, Crime, and Social Control* for *Contemporary Sociology*, Vol. 24 (May): 374-75.

BOOK REVIEWS (continued)

- 1989 Marvin E. Wolfgang, Terence P. Thornberry, and Robert M. Figlio, From Boy to Man, From Delinquency to Crime for The Annals of the American Academy of Political and Social Science, Vol. 505 (September): 188-89.
- 1981 Ruth R. Kornhauser, Social Sources of Delinquency: An Appraisal of Analytic Models for Contemporary Sociology, Vol. 10 (March): 232.
- 1980 LaMar T. Empey, Juvenile Justice: The Progressive Legacy and Current Reforms for Contemporary Sociology, Vol. 9 (May): 390-91.
- 1978 Steven L. Schlossman, Love and the American Delinquent: The Theory and Practice of "Progressive" Juvenile Justice, 1825-1920 and Harold Finestone, Victims of Change: Juvenile Delinquents in American Society for Contemporary Sociology, Vol. 7 (July): 427-28.
- 1978 John F. Galliher and James L. McCartney, Criminology: Power, Crime, and Criminal Law for Contemporary Sociology, Vol. 7 (March): 227-28.

JOURNAL REFEREE

American Journal of Criminal Justice
American Journal of Sociology
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Criminology
Journal for the Scientific Study of Religion
Journal of Applied Behavioral Science
Journal of Crime and Justice
Journal of Quantitative Criminology
Journal of Research in Crime and Delinquency
Justice Quarterly
National Journal of Sociology
Policy Studies Journal

Rationality and Society
Rural Sociology
Social Forces
Social Problems
Social Science Journal
Social Science Quarterly
Sociological Focus
Sociological Inquiry
Sociological Quarterly
Suicide/Life Threatening Behavior
Urban Affairs Quarterly
Violence and Victims

COURSES TAUGHT (Graduate**)

Administration of Justice**
Advanced Crime Theory**
Corrections
Crime and Delinquency**
Crime Theory and Victimization
Criminal Law and Morality
Criminology
Criminology**

Juvenile Delinquency
Law and Behavioral Science**
Law and Society
Problems of Deviance Theory**
Proseminar**
Research Methods**
Social Control and Deviance
Social Problems

COURSES TAUGHT (Graduate**) (continued)

Deviance Interpersonal Violence** Introduction to Sociology

PHD STUDENTS SUPERVISED

Kim Francis
Gini Deibert
Corinne Davis Rodrigues
Danielle Toussaint
Laurie Drapela
Sarah Goodrum
Carter Hay
Robin Sowell
Leslie Atkins
Yousef AlRomaih
Marilyn Howell

Survey Research Methods**
Theories of Crime Causation**
Theory Construction in Sociology

MA and MSCJ STUDENTS SUPERVISED

Tyler Vaughan
Georgianna Brain
Jami Powell
Natasha Hale
Jennifer Carreon
Valerie Hollier
Melinda Ward
Meredith Worthen
Paulina Carrasco
Tiffany Streett
James Clark
Tracey Kyckelhahn
Tammy Macy
Marla Craig
Andrea Greenberg

MEMBERSHIPS

American Society of Criminology Academy of Criminal Justice Sciences

REFERENCES

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The University of Texas at Austin
Austin, TX 78712

Dan P. Mears, Mark C. Stafford Professor of Criminology College of Criminology and Criminal Justice 634 W. Call Street Florida State University Tallahassee, Florida 32306-1127

REFERENCES (continued)

James F. Short, Jr., Professor Emeritus Department of Sociology Washington State University Pullman, WA 99164

Charles R. Tittle, Professor

Department of Sociology and Anthropology
North Carolina State University
Raleigh, NC 27695

Federal or State	Solicitation	Name/Phone/E-mail for Point of
Funding Agency	Name/Project Name	Contact at Funding Agency
Office of the Governor, Criminal Justice Division	General Juvenile Justice and Delinquency Prevention Program/Trauma Informed Assessment And Response	Cherryl Charlet/512-463- 0985/cherryl.charlet@governor.state.tx.us

This is a current program. TCJPD is requesting a budget adjustment to include Motivational Interviewing Training in the budget for this program. There are no pending applications for any of the other activities included in this submission.

The following positions will be responsible for overseeing the functions of this program.

Program staff conducting the activities associated with this program will report to the following positions.

Chief Juvenile Probation Officer

This position oversees the overall operations within the Juvenile Probation Department. Provides leadership, oversight and direction in planning, organizing, directing, implementing and evaluating departmental functions and operations in accordance with State, Federal and Local laws. Oversees planning and developing policy, procedures and programs. Oversees development of strategies to accomplish goals and objectives of the department to improve effectiveness and efficiency of services. Directs activities through subordinate Deputy Chief Juvenile Probation Officers.

Deputy Chief Juvenile Probation Officers

This position assists in directing the overall operations within the Juvenile Probation Department. Provides leadership, oversight and direction and assists in planning, organizing, directing, implementing and evaluating departmental functions and operations in accordance with State, Federal and Local laws. Assists with planning and developing policy, procedures and programs. Assists in development of strategies to accomplish goals and objectives of the department to improve effectiveness and efficiency of services. Directs activities through subordinate division directors.

Division Directors

Directs the overall operations, staff and functions of a division within a juvenile justice system through subordinate managers. Provides leadership, management and coordination in planning, organizing, implementing and evaluating division operations in accordance with State, Federal and Local laws, policies, procedures and guidelines. Develops division strategic plans to accomplish goals and objectives and improve effectiveness and efficiency of services. Directs the staffing, training, development and performance evaluation of division staff.

Division Managers

Under administrative direction, plans, manages, organizes and supervises the staff and operation of a division within a juvenile justice system. Directs and manages conformity with State and Federal laws and guidelines, and policies and procedures for the health, safety and welfare of juveniles. Assists in planning, organizing, developing, scheduling and implementing policies, procedures, goals and objectives of the division. Manages the staffing, training, development and performance evaluation of division staff. May be assigned oversight of the facility in the absence of Division Director.

The following positions will be responsible for grant management, reporting, and data support services.

Grant Coordinator

Coordinates grants process, including grant seeking, writing, reporting, program planning, needs assessment, and administration. Serves on committees, develops resources and serves as primary contact between divisions and departments involved in grant processing. Coordinates services and facilitates development of policies and procedures. May assist in the development of short-and long-term plans.

Planner

Performs professional planning work, including planning, researching and analyzing projects and programs with broad scope, and major political, public health, safety, or welfare, transportation, parks, land development and the environment, community health and/or strategic plan impact.

Business Analyst

Provides routine to moderately complex technical consulting and support services for defining, developing and improving functional or business processes to meet user and organizational needs. Works with departmental management and staff to define problems and management requirements. Serves as a liaison between department users and the Information Technology organization in order to provide technical solutions to meet user needs. Possesses expertise in supporting moderately complex department applications and functions. Conducts process redesign and compiles documentation, as required for applications. Assists with or translates moderately complex organizational requirements and assists with the translation of higher level organization requirements into functional Information Technology specifications and manages changes to such specifications.

The following position will be responsible for coordinating the training component of this program.

This is a senior level training and development position responsible for the development, coordination, and implementation of effective employee training, education, and career development programs. Responsible for determining departmental training needs and conducting supervisory, management, non-technical skill, and compliance training for assigned personnel. Consults within department to determine training and educational needs for assigned area. Prepares curriculum and training methods, media, and documentation to be presented in training programs. Responsible for the development of training policies and procedures, training curriculums, and instructional methods to enhance staff competency. Responsible for monitoring required training compliance and prescribed training budgets, as required. Serves as lead trainer, and may supervise subordinate staff.

The following positions will be responsible for using the risk and needs assessment tool and referring youth to services.

Casework Manager

Manages the personnel and tasks of assigned work unit. Manages the compliance with applicable State and Federal laws and guidelines, and departmental policies and procedures. Conducts research, plans programs, policies and procedures, goals and objectives of the unit. May manage an assigned caseload. May be assigned oversight of the facility and administrative functions in the absence of the Division Manager.

Juvenile Shift Supervisor

Responsible for shift activities on an assigned shift at the Juvenile Detention facility. Provides orientation for juveniles entering detention. Plans and coordinates daily living activities and ensures that health, safety and welfare measures and procedures are carried out by shift members and residents. May supervise evening and weekend personnel. May be assigned oversight of the facility in the absence of higher level management.

Juvenile Detention Officer (Levels I, II, III)

Provides direct supervision and maintains security and control of detained juvenile clients in order to prevent harm and provide for their safety. Counsels clients on an individual basis and facilitates cognitive skill groups to assist clients in developing appropriate coping skills and behavior. Implements appropriate programs for clients. Documents client behavior for use within the juvenile justice system.

Juvenile Probation Officer (Levels I, II, III, Lead)

Provides supervision and counseling to juvenile clients positioned at various stages within the juvenile justice system. Supervises and monitors all aspects of client's case related to conditions of probation, including visits with client's family and other significant contacts. Conducts initial and subsequent interviews with clients to assist in sentencing, explains conditions of probation, and assists clients in meeting terms of probation. Documents client behavior for use within the juvenile justice system.

Juvenile Residential Treatment Officer (Levels I, II, III)

Provides direct supervision and treatment intervention of juvenile clients assigned to a residential treatment program. Maintains security, control and guidance of detained juvenile clients in order to facilitate treatment, prevent harm and provide for their safety during all daily activities. Implements available treatment plans and corrective disciplinary strategies. Documents client behavior for use within the juvenile justice system.



TRAVIS COUNTY FY 13 GRANT SUMMARY SHEET

Check One:	Application Ap		prova	roval:		Permission to Continue:			
			Contract Ap	prova	roval: 🔽		Status	Report:	
Check One:			C	Original: 🔽		Ame	ndment:		
Check One:			Nev	v Gran	irant: 📝 Conti			on Grant: 🔲	
Department/Division:	Juvenil	e Probatio	on	11	1. jj				
Contact Person/Title:	Maya D	uff/Grant	Coordinate	or					
Phone Number:	512-854	4-7046		П	<u> </u>				
Grant Title:	A Cultu Standa		ellence: Enh	ancing	g Organiz	ational Ca	apacity to Exceed	I PREA	
Grant Period:	From:			Арі	1, 2013	То:		Mar 31, 2014	
Fund Source:		Fe	deral: 🔽		State:			Local:	
Grantor:	National Council on Crime and Delinquency								
Will County provide grant funds to a sub-re			cipient?			Yes:		No: 🗸	
Are the grant funds pass-through from anot agency? If yes, list originating agency below				Yes: 🗸 No:			No:		
Originating Grantor:							v v L		
Budget Categories	Grant	: Funds	County C Share		Budg Cou Contrib #595 (Cash M	nty bution 1010	In-Kind	TOTAL	
Personnel:		\$0		\$0		\$0	\$0	\$0	
Operating:	\$	100,000		\$0		\$0	\$0	\$ 100,000	
Capital Equipment:		\$0		\$ 0		\$0	\$0	\$0	
Indirect Costs:		\$0		\$0		\$0	\$0	\$0	
Totals:	\$	100,000		\$0		\$0	\$0	\$ 100,000	
FTEs:		0.00		0.00		0.00	0.00	0.00	
		Perm	nission to Co	ontinu	e Informa	ation			
Funding Source (Cost Center)	Funding Source Personnel Cost Operation		Operating	e Maria	Estimate		Filled FTE	PTC Expiration Date	
		\$0		\$0		\$0	0.00		
Department	Review	Staff Init	tials			Com	ments		
TO SHEET CONTRACTOR OF THE PROPERTY OF THE PRO									
County Auditor	\boxtimes	RP	4-04 61897110		70.\U.S.(11)				

		Performance M	easures					
#	Measure	Actual FY 11 Measure	Projected FY 12 Measure	Projected FY 13 Measure	Projected FY 14 Measure			
+ -	Applicable Departmental Measures							
1.	Number of staff members receiving comprehensive training on PREA standards	n/a	n/a	220	220			
2.	Number of residents receiving orientation training.	n/a	n/a	1903	1960			
3.	Number of residents from ISC and Halfway House participating in interactive workshops	n/a	n/a	268	276			
4.	Percentage of new employees screened using screening tool purchased through grant	n/a	n/a	100	100			
+ -		Measures fo	or the Grant					
1.	Number of staff members receiving comprehensive training on PREA standards	n/a	n/a	220	220			
	Outcome Impact Description	To strengthen staff's ability to identify signs of potential sexual misconduct, prevent sexual abuse, and offer support to residents to ensure compliance with PREA standards.						
2.	Number of residents receiving orientation training.	n/a	n/a	268	276			
	Outcome Impact Description	Every juvenile starting detention and the Intermediate Sanction Center will be informed on ways to identify and prevent sexual abuse.						
3.	Number of residents from ISC and Halfway House participating in interactive workshops	n/a	n/a	268	276			
	Outcome Impact Description	Continued education will help the Intermediate Sanctions Center resident identify, prevent and address sexual abuse.						
4.	Percentage of new hired screened using screening tool purchased through grant	n/a	n/a	100	100			
	Outcome Impact Description	All newly hired staff will be screened on potential boundary issues or sexual misconduct that would indicate that they are not appropriate to work in direct care of incarcerated juveniles.						

PBO Recommendation:

The Juvenile Probation Department seeks Commissioners Court approval to receive a grant award from the National PREA Resource Center to receive funds to provide training and implement tools to promote compliance with the Prison Rape Elimination Act (PREA). The PREA standards became mandatory in 2012, and the department will be audited on these standards beginning in 2013.

The \$100,000 grant award will pay for training, including conferences, webinars, and a sustained online learning system within the Juvenile Probation Department. The department also plans to purchase a screening tool to use in the hiring process to identify candidates for employment with potential boundary issues or sexual misconduct. The department will also work to create informational media with youth currently involved with the Juvenile Probation Department.

The grant program does not have an indirect cost allocation, and no county match is required, however the department notes that after grant funds are exhausted, the Juvenile Probation Department will still need to meet PREA compliance. At such a time, the department will seek internal and external funds in order to fund programs to meet compliance.

PBO recommends approval of this grant award.

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 one?

The goal of this program is to create a sustainable system of training for staff members and education for residents in order to comply with Prison Rape Elimination Act (PREA) standards. This grant fits into the current activities of the department since PREA compliance is mandatory for the department. This will be a new program.

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

There are no long term County funding requirements of the grant. However, after grant funds are exhausted TCJPD will still need to meet PREA compliance. If necessary, internal and external funds will be sought in order to meet compliance.

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

No match is required.

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

No indirect costs are requested.

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

This program will not end upon termination of grant funding. The training and education proposed will be sustainable without additional funding from the County. Departmental resources, such as staff time, will be used to continue the activities of the grant. TCJPD will seek internal and external funds as necessary to continue to meet PREA standards.

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

PREA standards became mandatory in 2012 and will begin to be audited in 2013.

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

This program will ensure that staff members are well trained and can address the standards of PREA. It will ensure residents are educated about sexual misconduct and are able to identify and respond to it. It will enable TCJPD to screen out candidates with potential boundary issues or sexual misconduct. It will enable TCJPD to fully comply with PREA standards.



TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

2515 South Congress Avenue ~ Austin Texas 78704 Phone: (512)854-7000 Fax: (512)854-7097

ESTELA P. MEDINA Chief Juvenile Probation Officer

TO:

Aerin Toussaint, PBO

Budget Analyst

FROM:

Estela P Medina

Chief Juvenile Probation Officer

THROUGH: \

Maya Duff

Grant Coordinator

SUBJECT:

Approval of Grant Award Contract for A Culture of Excellence: Enhancing

Organizational Capacity to Exceed PREA Standards from the National PREA

Resource Center

DATE:

April 19, 2013

The Travis County Juvenile Probation Department has been awarded funding from the National PREA Resource Center, operated by the National Council on Crime and Delinquency (NCCD) under a cooperative agreement with the Bureau of Justice Assistance (BJA) for the *A Culture of Excellence: Enhancing Organizational Capacity to Exceed PREA Standards* program. \$100,000 has been awarded from 4/1/2013-3/31/2014.

The goal of A Culture of Excellence: Enhancing Organizational Capacity to Exceed PREA Standards is to build upon current organizational strengths to establish an organizational climate that understands and promotes compliance with the Prison Rape Elimination Act (PREA). Funding will be used for staff training, resident education, program monitoring, and an employee screening tool.

Please review this item and place it on the April 30th Commissioner's Court Agenda for their consideration and signature.

If you have any questions, please contact Maya Duff at 512-854-7046.

CC: Jim Connolly
Rhett Perry
Britt Canary
Darryl Beatty
Sylvia Mendoza
Lisa Eichelberger
Grant File

PREA RESOURCE CENTER

April 4, 2013

Esteia Medina Chief Juveniie Probation Officer Travis County Juveniie Probation Department 2515 South Congress Ave. Austin, TX 78704

Re: Grant Award Letter for Grant Number 14203

Dear Estela Medina:

The National PREA Resource Center, operated by the National Council on Crime and Delinquency (NCCD) under a cooperative agreement with the Bureau of Justice Assistance (BJA) within the US Department of Justice, is pleased to inform you that its Peer Review Committee approved a grant to Travis County Juvenile Probation Department (Grantee) to support work described in the Establish "Zero Tolerance" Cultures for Sexual Abuse in Local Adult and Juvenile Detention Facilities grant proposal. This work is supported under BJA Cooperative Agreement Number 2010-RP-BX-K001 (CFDA #16.735).

Grant Amount:

\$100,000 as outlined in approved budget, Attachment #3.

Grant Type:

Cost reimbursement grant, with no matching funds required.

Grant Titie:

A Culture of Excellence: Enhancing Organizational Capacity to Exceed

PREA Standards

Grant Period:

April 1, 2013 - March 31, 2014

Reports:

Must be submitted through ZoomGrants on a quarterly basis with one

final report due upon completion of the project.

Invoice Schedule:

Invoices should include required attachments and be submitted through ZoomGrants on a quarterly basis, accompanying quarterly

reports.

Please do not hesitate to contact Senior Accountant/Contracts Manager Justin Brown at icbrown@nccdglobai.org with any financial or contractual questions. Deirdre O'Connor should be contacted at doconnor@nccdglobal.org with information or questions concerning the programs funded by this grant.

We are pleased to support the work and contributions of your organization. We look forward to working with you over the period of your grant.

Sincerely,

Aiex Busansky President, NCCD

GRANT TERMS AND CONDITIONS

- 1. Use of Funds. Grantee agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide (http://www.oip.usdoj.gov/financialguide/). Grantee shall be reimbursed for expenses per the approved budget (Attachment #3) and shall use the grant funds only for the purposes of the specific project described above. If an award exceeds \$100,000 and the cumulative changes between approved budget categories exceed 10% of the total grant amount or changes the scope of the project, Grantee is required to get NCCD's prior approval. If an award is less than \$100,000 and the scope of the project does not change, prior approval to modify your budget is not required. Grantee shall repay to NCCD any portion of the grant funds which is not spent or committed for these purposes.
- **2. Equal Employment Opportunity.** Grantee agrees to comply with all federal laws and regulations regarding equal employment opportunity.
- **3. Quarterly Reports.** Grantee agrees to submit progress reports quarterly with the first report due July 1, 2013, and every three months thereafter. Required quarterly reports should be submitted through ZoomGrants.com. See Attachment #2 for guidance.
- **4. Final Report.** Grantee agrees to submit a final report at the end of the project documenting all relevant project activities from the beginning date of this agreement. This report will include detailed information about the project(s) funded, including, but not limited to, information about how the funds were actually used for each purpose area, data to support statements of progress, and data concerning individual results and outcomes of funded projects reflecting project successes and impacts. The final report is due no later than 30 days following the close of this agreement.
- **5. Invoices.** Invoices <u>must</u> accompany quarterly reports and be submitted on a quarterly basis through Zoomgrants. All receipts for equipment, furniture, consultants, travel, and other costs must be provided as an attachment. Information must also be provided regarding budget categories and personnel hours, as outlined in the invoicing template (Attachment #1). Payment of the final invoice is contingent upon completion of the final report.
- **6. Employee Compensation.** With respect to this agreement, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of Grantee at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An employee may be compensated at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds). These rates are outlined on the US Office of Personnel Management website, www.opm.gov.
- **7. Consultant/Contractors.** All sub-contracts that exceed \$100,000 under this agreement should be competitively awarded. This agreement does not indicate approval of any subcontractor and/or consultant rate in excess of \$450 per day.
- **8. Travel.** Travel costs must abide by the terms of federal travel policy. The US General Services Administration website (http://www.gsa.gov/portal/category/100120) outlines the allowable per diem amounts for meals and incidental expenses (M&IE), and these standard amounts can be used instead of actual costs for each travel day, except the first and last

day, which can only be billed at seventy-five percent (75%) of the appropriate M&IE per diem rate. Every attempt should be made to obtain the federal per diem rate for lodging. Any taxes and fees added to the room rate are in addition to the federal per diem rate, and are reimbursable. No tips are allowed to be charged to federal projects. All airfares or train fares are to be economy/coach. Airfare and lodging expenses are not considered incidental, and receipts substantiating these expenses must be submitted as invoiced. Also, grantees should maintain their own record of travel cost receipts in order to substantiate these expenses in the case of an audit.

- **9. Conferences and Events.** NCCD must be made aware of any conferences or events that will be conducted with contributing funds from this grant in advance of any obligation of funds for that purpose. Deirdre O'Connor should be contacted via email at doconnor@nccdglobal.org.
- **10. Supplanting.** Federal funds may be used to *supplement* existing State and local funds for program activities and must not supplant, supersede and or replace those funds that have been appropriated for the same purpose.
- 11. False Claims Act. The civil False Claims Act (FCA) prohibits the knowing submission of false or fraudulent claims to the government for payment and/or false or fraudulent claims involving government funds. Knowing is defined under the FCA as actual knowledge, deliberate ignorance, or reckless disregard of the truth or falsity of the claim.
- 12. Recordkeeping. Grantee shall treat grant funds as restricted assets and shall maintain books to show the grant funds separately. All expenditures made in furtherance of the purposes of the grant shall be charged off against the grant and shall appear on the Grantee's books. Grantee shall keep adequate records to substantiate its expenditures of grant funds. Grantee shall make these books and records available to NCCD at reasonable times for review and audit and shall comply with all reasonable requests of NCCD for information and interviews regarding the use of these funds. Periodic site visits and/or audits may be performed. NCCD, BJA, the Comptroller General, or any of their representatives shall have access to any books, documents, papers, and records of the Grantee and their contractors that are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts. Grantee shall retain all required records for three (3) years after NCCD makes final payments and all other pending matters are closed.
- 13. Audit. Grantee agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, If outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of OJP grant funds) are not satisfactorily and promptly addressed, as further described in the current edition of the OJP Financial Guide, Chapter 19. Grantee further agrees to notify NCCD within 30 days of completion of Grantee's annual audit, that the audit is complete. If there are findings in the audit, a copy of the audit must be forwarded promptly to NCCD.
- 14. Prohibited Uses. Grantee shall not use any portion of the funds as follows:
 - a. To influence the outcome of any specific election for candidates to public office:
 - To induce or encourage violations of law or public policy or the enactment, repeal, modification, or adoption of any law, regulation, or policy at any level of government without the express approval of OJP;

- c. To cause any private inurement or improper private benefit to occur;
- d. Alcohol costs are not allowable expenses;
- e. Vehicles are not allowable expenses;
- f. Cameras and other electronic monitoring equipment are not allowable expenses;
- g. Overtime or salaries to back-fill/cover front line staff positions to allow staff to attend training is not an allowable expense;
- h. Renovation and construction costs are not allowable expenses; and
- i. Grantee cannot use any federal funds, either directly or indirectly, in support of the Association of Communication Organizations for Reform Now (ACORN) or its subsidiaries without the express prior written approval of OJP.
- **15.** Lobbying, Reliance on Project Budget. Grantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government, without the express prior written approval of OJP.
- 16. Misconduct. Grantee must promptly refer to the US Department of Justice's (DOJ's) Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, sub-awardee, sub-grantee, sub-contractor, or other person has either (1) submitted a false claim for grant funds under the FCA; or (2) committed a criminal or dvil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any sub-awardees. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by mail to the Office of the Inspector General, US Department of Justice, Investigations Division, 950 Pennsylvania Avenue, N.W. Room 4706, Washington, DC 20530; email to oig.hotline@usdoj.gov; call the hotline at (800) 869-4499 (contact information in English and Spanish); or fax the hotline at (202) 616-9881. Additional information is available from www.usdoj.gov/oig.
- 17. Termination. If NCCD determines, in its sole discretion, that Grantee has substantially violated or failed to carry out any provision of this Agreement, including but not limited to failure to submit reports when due, NCCD may, in addition to any other legal remedies it may have, refuse to make any further grant payments to Grantee under this or any other agreement, and NCCD may demand the return of all or part of the grant funds not properly spent or committed to third parties, which Grantee shall immediately repay to NCCD. Also, this Agreement shall terminate (a) upon the Grantee's organization dissolution; (b) by Grantee's non-compliance with any laws and government regulations; or (c) if NCCD's funding for this contract is discontinued. NCCD will provide Grantee with written notice of any deficiency or non-compliance before terminating the Agreement.
- **18. Grant Announcements.** NCCD may include information on the grant in its periodic public reports.

19. Confidentiality.

a. NCCD Information. In this Agreement, "Confidential Information" means all information disclosed whether in writing, orally, or by another means whether directly or indirectly and whether specifically designated as "confidential" or which ought reasonably to be regarded as confidential under or in connection with NCCD ("the Disclosing Party") to Grantee ("the Receiving Party"). Whether before or after Term of the Grant, Grantee shall not disclose Confidential Information for any purpose other than the performance of its obligations in relation to the Grant, not disclose Confidential Information to any person except with the prior written consent of the Disclosing Party, and make every effort to prevent the use or

disclosure of Confidential Information. The Receiving Party may disclose Confidential Information to any of its directors, other officers, and employees ("a Recipient") to the extent that the disclosure is reasonably necessary for the purposes of the Grant. Before disclosure to a Recipient, the Receiving Party shall ensure that the Recipient is made aware of and complies with the Receiving Party's obligations of confidentiality as if the Recipient was a party to the Grant Conditions.

b. Information of Third Parties. Grantee will fully comply with the confidential and privacy requirements relating to third-party information as fully set forth at 42 USC § 3789g and 28 CFR Part 22.

20. Intellectual Property and Licenses. NCCD and OJP reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and authorize others to use (in whole or in part, including in connection with derivative works) for Federal purposes: (1) the copyright in any work developed under an award or subaward; and (2) any rights of copyright to which a sub-awardee or its sub-contractor purchases ownership with Federal support.

Grantee acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under an award or sub-award; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

It is the responsibility of Grantee (and of each sub-contractor, if applicable) to ensure that this condition is in any sub-contract under this award.

21. Publications; Website.

- a. Written, Visual or Audio Publications. Any written, visual, or audio publication, with the exception of press releases, whether published at the Grantee's or NCCD's expense, shall contain the following statements: "This project was supported by Grant No. 2010-RP-BX-K001 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Office of Justice Programs. Points of view or opinions in this document are those of the author and do not represent the official position or policies of the United States Department of Justice." The current edition of the OJP Financial Guide provides guidance on allowable printing and publication activities.
- b. Website. Any website that is funded in whole or in part under this award shall include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a webbased service, including any pages that provide results or outputs from the service: "This website is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, US Department of Justice. Neither the US Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this website (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, titled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

All publications, materials, training curriculum, and services funded under this grant must be consistent with the Prison Rape Elimination Act (PREA) standards as published by DOJ. Grantees and their sub-contractors are encouraged to review materials available through the National Institute of Corrections and the National PREA Resource Center

("PRC") when developing publications, materials, training curriculum, and services funded under this grant. Grantees may be asked to forward publications, materials, and training curriculum to PRC.

- **22. Relationship of the Parties.** Grantee agrees that by virtue of this Agreement, Grantee is independent of NCCD; neither Grantee nor any of its employees is an employee, agent, or partner of NCCD; and neither Grantee nor any of its employees is authorized to bind NCCD by contract or otherwise. Grantee is solely responsible for all activities supported by grant funds, the content of any product created with grant funds, and the manner in which any such product may be disseminated. This Agreement shall not create any agency relationship, partnership, or joint venture between the parties, and Grantee shall make no such representation to anyone. NCCD has awarded grant funds to Grantee so that Grantee may perform the services described in the accepted application, and Grantee reserves the right to determine the method, manner, and means by which the services will be performed. If Grantee intends to hire employees or agents to accomplish the objectives of this Agreement, it herewith certifies that it is an equal opportunity employer. Grantee shall not be required to devote Grantee's full time to the performance of the services required hereunder, and it is acknowledged that Grantee has the right to perform services for other clients.
- **23. Indemnification.** Grantee shall indemnify, hold harmless and defend NCCD from and against any and all claims, losses, liabilities, costs, and other expenses incurred as a result or arising directly or indirectly out of or in connection with the negligence or intentional acts or omissions of the Grantee in the performance of this Agreement.
- **24. No Waivers.** The failure of NCCD to exercise any of its rights under this Agreement shall not be deemed to be a waiver of such rights.
- **25. Potential Additional Requirements.** Grantee agrees to comply with any additional requirements that may be imposed during the agreement performance period if NCCD or BJA determines that the recipient is a high-risk Grantee. Cf. 28 CFR parts 66, 70.
- **26. Evaluation.** Grantee agrees to cooperate with any assessments, national evaluation efforts, or information of data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within the work of this Agreement.
- **27. Severability.** If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.
- **28. Entire Agreement.** This Agreement supersedes any prior or contemporaneous oral or written understandings or communications between the parties and constitutes the entire Agreement of the parties with respect to its subject matter. This Agreement may not be amended or modified, except in writing signed by both parties.

29. Governing Law. This Agreement shall be governed by the laws of the United States of America. Funding for this work is from federal sources. Grantee agrees to abide by all pertinent federal laws and regulations.

ACCEPTANCE

If this Grant Agreement, including the Grant Award Letter and the Grant Terms and Conditions, correctly sets forth your understanding of the terms of this grant, please indicate your organization's agreement by having an authorized officer sign a copy of this letter and return it to NCCD. Payment of Grant funds will commence only when NCCD is in receipt of an executed copy of this form to acknowledge the terms of the Grant Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the signature date.

	Delinquency (NCCD)
Authorized Signature	Alexander Busansky, President
Fitle	Date
Date	1970 Broadway, Suite 500 Oakland, CA 94612
2515 South Congress Ave. Austin, TX 78704	Phone: (510) 208-0500 FAX: (510) 208-0511 www.nccdglobal.org

Attachment #1

Sample Invoice National PREA Resource Center BJA Cooperative Agreement Number 2010-RP-BX-K001

Subcontractor Inc.

Company Name: Company Address:

1212 Market Street, Washington DC 20009 #2

Invoice Number:

Invoice Period:

January 1, 2013 - April 30, 2013

Bud	iget Category	Approved Budget	Quarterly Costs (Project Code 771)	Total Billed to Date (include this quarter's costs)	Budget Remaining
A.	Personnel*	100,000	5,320	6,000	88,680
8.	Fringe Benefits	30,000	2,125	4,000	23,875
c.	Travei	400	50	300	50
D.	Equipment	1,000	140	800	60
E.	Supplies	1,500	60	60	1,380
G.	Consultant/Contractor	50,000	1,500	25,000	23,500
н.	Other Direct Costs	15,000	1,325	5,000	8,675
	Total Direct Costs	197,900	10,520	41,160	146,220
I.	Indirect Costs	12,000	3,000	6,000	3,000
	Totals	209,900	13,520	47,160	149,220

۹.	Personnel Detail*	Role	Quarterly Hours/Rate	Contribution
	Sam M. Example	Senior Advisor	\$40 x 133hrs	Directed and managed team activities, documented conference calls, and designed publication material.

Attachment #2

Quarterly Report/Final Report Template

QUARTERLY PROGRESS REPORT QUESTIONS

All applicants will be required to submit quarterly progress reports to PRC through zoomgrants.com. Report content should include the following.

Project Summary

What are the major goals of the project?

Accomplishments

What has been accomplished toward meeting these goals during this reporting period? Describe progress toward or completion of all project goals.

Next Steps

What is planned for the next reporting period to achieve the project goals? Address any changes to the project timeline.

Products

List all products developed or delivered with grant funds. Examples include inmate education materials, training curriculum, policies and procedures, publications, conference papers, presentations, etc. All listed products must be attached under the Documents tab.

Project Staff

List agency staff who were involved in project activities and describe their involvement. Include, position, project role, percent of full-time equivalent or number of days, and contribution to project.

Coliaboration

Describe how other collaborators, system stakeholders, or community agencies have been involved.

Knowledge Sharing

Describe how the success of your project has been or will be shared with other detention facilities to support implementation of PREA standards.

Program Sustainability

Describe how the program activities may be sustained beyond grant funding, including any anticipated challenges.

Attachment #3

Approved Budget

Budget Detail Worksheet

Purpose: The Budget Detail Worksheet may be used as a guide to assist you in the preparation of the budget and budget narrative. You may submit the budget and budget narrative using this form or in the format of your choice (plain sheets, your own form, or a variation of this form). However, all required information (including the budget narrative) must be provided. Any category of expense not applicable to your budget may be deleted.

organization. Name/Position	Computation	licant
Position 1, No personnel requested		Cost
Position 2		
Postition 3		
Postition 4		
Postition 5		
Postition 6		
	SUB-TOTAL \$	0.00
B. Fringe Benefits - Fringe benefits sh formula. Fringe benefits are for the person percentage of time devoted to the project.	nould be based on actual known costs or an establishmel listed in budget category (A) and only for the	shed
formula. Fringe benefits are for the person percentage of time devoted to the project.	anel listed in budget category (A) and only for the	
formula. Fringe benefits are for the person percentage of time devoted to the project. Name/Position	anel listed in budget category (A) and only for the	shed
formula. Fringe benefits are for the person percentage of time devoted to the project. Name/Position Fringe benefit 1, each benefit entry is limited to one line	anel listed in budget category (A) and only for the	
formula. Fringe benefits are for the person percentage of time devoted to the project. Name/Position Fringe benefit 1, each benefit entry is limited to one line Fringe benefit 2	anel listed in budget category (A) and only for the	
formula. Fringe benefits are for the person percentage of time devoted to the project. Name/Position Fringe benefit 1, each benefit entry is limited to one line Fringe benefit 2	anel listed in budget category (A) and only for the	
formula. Fringe benefits are for the person percentage of time devoted to the project. Name/Position Fringe benefit 1, each benefit entry is limited to one line Fringe benefit 2 Fringe benefit 3 Fringe benefit 4	anel listed in budget category (A) and only for the	
formula. Fringe benefits are for the person percentage of time devoted to the project. Name/Position Fringe benefit 1, each benefit entry is limited to one line Fringe benefit 2 Fringe benefit 3	anel listed in budget category (A) and only for the	Cost

OJP FORM 7150/1 (5-95)

C. Travel - Itemize travel expenses of project personnel by purpose (e.g., staff to training, field interviews, advisory group meeting, etc.). Show the basis of computation (e.g., six people to 3-day training at \$X airfare, \$X lodging, \$X subsistence). In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and the unit costs involved. Identify the location of travel, if known. Indicate source of Travel Policies applied, Applicant or Federal Travel Regulations.

d Meals d Lodging d Airfare d Ground Trans	\$71/day @ 3 day \$200/day @3 day \$500 a ticket for 1 asportation 4 cars@ \$300 3 d.	/s/10 staff \$6,000.00
Airfare	\$500 a ticket for 1	0 staff \$5,000.00
d Ground Trans	sportation 4 cars@ \$300 3 d	ave/4 trine \$1 200 00
		ψ1,200.00
d Seminar Cost	sts 10 staff @ \$650	\$6,500.00

D. Equipment - List non-expendable items that are to be purchased. Non-expendable equipment is tangible property having a useful life of more than two years and an acquisition cost of \$5,000 or more per unit. (Note: Organization's own capitalization policy may be used for items costing less than \$5,000). Expendable items should be included either in the "supplies" category or in the "Other" category. Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Rented or leased equipment costs should be listed in the "Contractual" category. Explain how the equipment is necessary for the success of the project. Attach a narrative describing the procurement method to be used.

Item	Computation	Cost
No equipment requested		
eqiupment entry 2		
equipment entry 3		
equipment entry 4		
equipment entry 5		
		TOTAL \$0.00

E. Supplies - List items by type (office	e supplies, postage, training materials	, copying paper, and
expendable equipment items costing les	s that \$5,000, such as books, hand hel	d tape recorders) and
show the basis for computation. (Note:		
items costing less than \$5,000). General consumed during the course of the project		are expendable or
consumed during the course of the proje	æt.	
Supply Items	Computation	Cost
Communication supplies	Printing informational brochures	\$1,500.00
Training Materials	Trainer materials for staff	\$1,588.00
	4 · · · · · · · · · · · · · · · · · · ·	
supply item 5		
supply item 6		
supply item 7		
supply item 8		
supply item 9		
F. Construction - As a rule, construction renovations may be allowable. Check we category.		
Purpose	Description of Work	Cost
four lines per entry, use boxes below or an additional page for more space if required		
	1	
•		TOTAL \$0.00

		-		
G. Consultants/Contracts -	Indicate whether applicant's	form	al, written Procuren	nent Policy or
the Federal Acquisition Regulation	s are followed.			
Consultant Fees: For each consult				
fee (8-hour day), and estimated tin		t fees	in excess of \$450 pe	er day require
additional justification and prior ap	oproval from OJP.			
Name of Consultant	Service Provided		Computation	Cost
To be determined	Funding is requested for TCJPD to	hire	\$150/hour for 230 hours	\$34,500.00
	technical assistance to provide an evaluation of TC IRD's policies and			
Supply item 1, one line per entry				
Supply item 1, one line per entry				
			Subtate	al_\$34,500.00
				**
Consultant Expenses: List all expenses	enses to be paid from the gra	ant to	the individual consu	ltants in
addition to their fees (i.e., travel, m				_
Item Loc	cation	Com	putation	Cost
Consultant expense entry 1, one line per	drum of three lines			
	dmum of three lines	<u> </u>		
Consultant expense entry 1, one line per	dmum of three lines			
			Subtote	₇ , \$0.00
				••
Contracts: Provide a description of	f the product or service to be	proc	cured by contract and	l an estimate
of the cost. Applicants are encourage	ged to promote free and ope	n con	petition in awarding	g contracts.
A separate justification must be pro	ovided for sole source contra	acts ir	excess of \$100,000).
Item				Cost
Mental Health Services for TCJPD youth in the	event that they experience sexual ab	use whi	ie In the facility.	
				11 11
The state of the s				\$4,500.00
Funding for a local agency to work with TCJPD	youth to create an informational vide	o on pre	eventing, identifying, and	A
addressing sexual abuse. Funds are budgeted	ior two months of planning and ten m	ontrs o	r programming.	
				\$13,500.00
			Cerhene	al \$18,000.00
			שנטוטונ	46 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7
			TOTA	L \$52,500.00
			IOIA	

	reproduction, telephone, janitorial or security major type and the basis of the computation.	
	square foot for rent, or provide a monthly re	
Description	Computation	Cost
To be determine: TCJPD to host PREA on-site training(s) for staff members and community members. The trainer for this training will be selected during the planning phase of this grant.	Trainer travel, lodging, and meals, Participant registrating	\$10,000.00
Interpretar services: PREA education for Spanish Speaking youth,families, and community members involved in the program.	\$120 hour for 12 sessions.	\$1,440.00
Software to create an online learning system for staff members and residents, including education and evaluation. This software will allow for program sustainability after grant funding has been exhausted.	4 licenses @ \$1,398	\$5,592.00
Staff screening services		
Services for PREA educational materials to be	unlimited screening services for one year	\$6,000.00
interpreted for youth with hearing impairments.		\$550.00
	TOTA	L_\$23,582.00
cost rate. A copy of the rate approval, (a ful the applicant does not have an approved rat cognizant Federal agency, which will review	owed only if the applicant has a Federally apply executed, negotiated agreement), must be see, one can be requested by contacting the apply all documentation and approve a rate for the system permits, costs may be allocated in	attached. If plicant's he applicant
Description	Computation	Cost
No indirect cost requested		
	ТОТА	\$0.00

Budget Summary- When you have completed the budget worksheet, transfer the totals for each category to the spaces below. Compute the total direct costs and the total project costs. Indicate the amount of Federal requested and the amount of non-Federal funds that will support the project.

Budget Category	Amount
. Personnel	\$0.00
3. Fringe Benefits	\$0.00
C. Travel	\$20,830.00
D. Equipment	\$0.00
E. Supplies	\$3,088.00
F. Construction	\$0.00
G. Consultants/Contracts	\$52,500.00
H. Other	\$23,582.00
Total Direct Costs	\$100,000.00
I. Indirect Costs	\$0.00
TOTAL PROJECT COSTS	\$100,000.00
Federal Request	
Non-Federal Amount	

Travis County Juvenile Probation Department A Culture of Excellence: Enhancing Organizational Capacity to Exceed PREA Standards Budget Narrative

A. Personnel

No personnel costs are requested.

B. Fringe Benefits

No fringe benefits are associated with this grant proposal.

C. Travel

\$20,830 is requested to send TCJPD staff members to regional and national conferences. Up to ten staff members will attend conferences; the selection of staff members and trainings is contingent upon the availability of conferences concerning topics that are relevant to TCJPD's needs. Funds are budgeted for conference costs, airfare, ground transportation, lodging, and meals.

D. Equipment

No equipment is requested.

E. Supplies

\$3,088 is budgeted for supplies related to this program. Communication supplies are requested to print an informational brochure for residents and their families to make them aware of the potential risks associated with residing in a juvenile facility. Funding for training materials, such as videos and printed materials, is requested for staff members to deliver internal training via the train-the-trainer method.

F. Construction

No construction funding is requested.

G. Consultants/Contracts

\$34,500 is requested for TCJPD to hire technical assistance to provide an evaluation of TCJPD's policies and procedures and to assist TCJPD with strategic planning. This technical assistance will be hired towards the end of the grant cycle to provide an outside perspective on the effectiveness of TCJPD's policies and procedures.

While TCJPD does not anticipate sexual misconduct to occur within the facility, \$4,500 is requested to make mental health services available for youth for any individual that identifies himself/herself as a victim. These services will be conducted by a contracted provider that specializes in the area of sexual abuse/trauma.

\$13,500 is budgeted for TCJPD youth to work with a local agency, such as the Media Awareness Project, to create an informational video on preventing, identifying, and addressing sexual abuse. Funds are budgeted for two months of planning and ten months of programming.

H. Other Costs

\$10,000 is budgeted for TCJPD to host PREA onsite training(s) for staff members and contracted entities. The trainer for this training will be selected during the planning phase of this grant. \$1,440 is budgeted for interpretive services for Spanish speaking youth, families, and community members involved with TCJPD's training program.

\$5,592 is budgeted for four licenses for software, such as Articulate Studio software, to create an online learning system for staff members and residents, including education and evaluation. This software will allow for program sustainability after grant funding has been exhausted.

\$6,000 is budgeted for a staff screening tool. A screening tool, such as the DIANA Screen, will make TCJPD aware of any potential boundary issues or sexual misconduct among employment candidates.

\$550 is budgeted for interpretation of PREA educational materials for youth with hearing impairments by an organization such as Communication at Hand.

I. Indirect Costs

No indirect costs are requested through this grant.



TRAVIS COUNTY FY 13 GRANT SUMMARY SHEET

Check One:		Ap	plication Ap	prova	1: 🔲		Permission to C	ontinue:
	Contract Approval: ✓					Status Report:		
Check One:	Original: 🗸					Ame	ndment: 🗍	
Check One:								on Grant: 🔽
Department/Division:	HHSVS	/ ECC	Name of the state					
Contact Person/Title:	-66		/ Financial					
Phone Number:	854-459	ndermann / Financial Analyst Lead 594						
Grant Title:	Compre	ehensive I	Energy Assis	stance	Program	n (CEAP)		
Grant Period:	From:	<u></u>		Jan 1, 2013 To:				Dec 31, 2013
Fund Source:		Fee	deral: 🗸			State: [Local:
Grantor:	Texas D	epartme	nt of Housin	g & C	ommunit	y Affairs		
Will County provide gra	nt funds to	a sub-re	cipient?	- W	= 1,1	Yes:		No: 🗸
Are the grant funds pass agency? If yes, list origin	ass-through from another ginating agency below. Yes: Yes:					No:		
Originating Grantor:	THE PERSON NAMED AND POST OF	MEDITAL SECTION	of Health a	nd Hu	ıman Sen	vices		
Budget Categories	Grant	Funds	County C Share		Budg Cou Contril #595 (Cash M	bution	In-Kind	TOTAL
Personnel:	\$	340,642		\$0	SIMMY SAGROWIN	\$0	\$0	\$ 340,642
Operating:	\$2	,296,577		\$0		\$0	\$ 0	\$ 2,296,577
Capital Equipment:		\$0	1 =	\$0		\$0	\$0	\$0
Indirect Costs:	N .	\$0		\$0		\$0	\$0	\$0
Totals:	\$ 2	,637,219		\$0		\$0	\$ 0	\$ 2,637,219
FTEs:		4.00		0.00		0.00	0.00	4.00
					e Informa	ation		
		Perm	ission to Co	ntinu				
Funding Source (Cost Center)	Person	Perm nel Cost	Operating	Wines.	Estimate	ed Total	Filled FTE	PTC Expiration Date
	Person			Wines.	Estimate	ed Total \$ 0	Filled FTE 0.00	THE RESERVE OF THE PARTY OF THE
(Cost Center)		nel Cost \$ 0	Operating	Cost	Estimate	\$0	0.00	THE RESERVE OF THE PARTY OF THE
	Person Review	nel Cost \$ 0	Operating	Cost	Estimate	\$0		THE RESERVE OF THE PARTY OF THE

		Performance N	Neasures		
#	Measure	Actual FY 11 Measure	Projected FY 12 Measure	Projected FY 13 Measure	Projected FY 14 Measure
+ -		Applicable Depar	tmental Measures		
1.	Number of Individuals receiving utility assistance	28,358	15,000	15,000	
2.					
3.					
+ -		Measures f	or the Grant		
1.	Number of Households receiving utility assistance through the two grant components: Household Crisis and Utility Assistance	16,009	5,315	6,608	
	Outcome Impact Description	household ener	e provided by this rgy crisis situation ne household in or	or provide multip	le term energy
2.					
	Outcome Impact Description				-
3.					
	Outcome Impact Description		1		

PBO Recommendation:

Health and Human Services and Veterans Service is requesting Commissioners Court approval of a grant award for the Comprehensive Energy Assistance Program from the Texas Department of Housing and Community Affairs (TDHCA). The grant award is for \$ 2,637,219.

These funds will be used to assist low-income households with heating and cooling energy utility assistance, with priority given to those in predesignated special need categories. During a period where the grant contract between the grantor and the County were being negotiated, the Department requested and received approval to use General Fund monies to complete the ongoing needs of the program in the interim. Now that the grant award is complete, these funds will be reimbursed to the General Fund.

There are no indirect costs associated with this grant, no County match is required and no there is no commitment by the Court to fund services if funds are discontinued.

PBO recommends approval of this request.

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

The program assists low-income households with heating and cooling energy utility assistance with priority given in no particular order to elderly, persons with disabilities, households with a child 5 years of age or under, households with high energy burden and households with high energy consumption. This program funding helps in meeting the department's goal of achieving energy self-sufficiency for low-income families and individuals within Travis County. The CEAP program guidelines allow assistance for those households seeking utility assistance to address a crisis situation relating to household energy bills. The type of assistance may be to address the crisis energy situation or a multiple payment term of assistance may be used.

The department utilizes funding from the CEAP program for providing clients with case management services to address other household issues other than those encompassing energy needs.

The department has been assisting households following these grant guidelines through approved permission to use the department's general fund totaling \$500,000 for direct services and through approved permission to continue requests for the four temporary employees in this grant.

The delay for the approval of this grant contract is due to negotiations between Travis County and TDHCA regarding the contract language. This version of the contract is the result of those negotiations.

2.	Departmental Resource	Commitment: What	t are the long t	erm County f	undina rea	uirements of the grant	?

No additional funds are required.

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

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

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

This grant's funding source (Texas Department of Housing and Community Affairs) only allows for reimbursement costs related to salaries of current and/or temporary staff performing allowable functions associated with case management and administrative costs. There is no indirect cost allocation.

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

Yes		

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

N/A		
William Control of the Control of th		

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

Travis County Health and Human Services & Veterans Service Family Support Services division staff performs client eligibility interviews with clients seeking assistance provided by this program and the other programs available through the department. These CEAP grant funds provide household utility assistance through the two utility assistance program components.

The CEAP program funding represents the department's largest program source for utility assistance. Funding made available from this program has a dramatic impact on the number of requests that can be met by the department for utility assistance requests from Travis County residents.



TRAVIS COUNTY HEALTH and HUMAN SERVICES and VETERANS SERVICE

502 E. Highland Mall Blvd. P. O. Box 1748 Austin. Texas 78767

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

DATE:

April 15, 2013

TO:

MEMBERS OF THE COMMISSIONERS COURT

FROM:

Sherri E. Fleming, County Executive

Travis County Health and Human Services and Veterans Service

SUBJECT: Acceptance of 2013 Comprehensive Energy Assistance Program (CEAP) Grant

Contract

Proposed Motion: Consider and take appropriate action to approve the contract with Texas Department of Housing and Community Affairs (TDHCA) for the Comprehensive Energy Assistance Program Grant for 2013.

Summary and Staff Recommendation: Staff requests the acceptance of this contract from the Texas Department of Housing and Community Affairs. The grant funding will be \$2,637,219. The department has been assisting households following these grant guidelines through approved permission to use the department's general fund totaling \$500,000. The department has also received several approved permissions to continue for the four temporary employees in this grant.

The CEAP grant funds will be used to respond to requests for utility assistance from County residents who have a household income level at or below 125% of the current Federal Poverty Income Guidelines and who are unable to meet their household energy needs.

Budgetary and Fiscal Impact: We will be able to use the CEAP funds for direct services, administration, and case management services. The funds for direct services will be budgeted in the corresponding indigent utility assistance GL accounts. No matching funds are required. The contract period is 01/01/13 through 12/31/13.

Background: The Health and Human Services & Veterans Service department has provided the CEAP program and its great value to the community for the past eighteen years. The department coordinates its efforts with other community resources such as faith-based organizations and local agencies providing services to low-income residents of Travis County to ensure residents will attain the assistance they are seeking.

Within the past year for this program, the department assisted 6,653 households within Travis County. The operation of this grant allows our department the ability to provide assistance to clients who are experiencing an energy-related hardship, and provide case management services to clients. The aim of such services, to assist clients in obtaining self-sufficiency, is consistent with the goal of the Travis County Health and Human Services and Veterans Service department.

It should be noted that this is the eighteenth year that the CEAP contract has been electronically made available to Travis County. Therefore, in addition to the Commissioners Court authorizing Judge Biscoe to sign the hard copy of the contract, it is also necessary for the Judge to authorize the County Purchasing Agent to sign off on the electronically transmitted contract.

cc: Leslie Browder, County Executive, Planning and Budget Office Aerin Toussaint, Budget Analyst Sr., Planning and Budget Office Nicki Riley, CPA, Travis County Auditor Patti Smith, Chief Assistant County Auditor Kay Tindel, Auditor Analyst III, County Auditors Office Cyd Grimes, C.P.M., C.P.P.O., Travis County Purchasing Agent Jennifer Francis, Business Analyst, Purchasing Department Mary Etta Gerhardt, Assistant County Attorney Jim Lehrman, Division Director, Family Support Services

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

CONTRACT NO. 58130001651 FOR THE COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP) (CFDA # 93.568)

SECTION 1. PARTIES TO THE CONTRACT

This Comprehensive Energy Assistance Program Contract No. 58130001651 (the "Contract") is made by and between the Texas Department of Housing and Community Affairs, a public and official agency of the State of Texas (the "Department"), and Travis County, a political subdivision of the State of Texas (the "Subrecipient"), hereinafter the "Parties".

SECTION 2. CONTRACT PERIOD

The period for performance of this Contract, unless earlier terminated, is January 01, 2013 through December 31, 2013 (hereinafter the "Contract Term").

SECTION 3. SUBRECIPIENT PERFORMANCE

Subrecipient shall, on an equitable basis throughout its service area, operate a Comprehensive Energy Assistance Program, (hereinafter the "CEAP"), in accordance with the Economic Opportunity Act of 1964 (Public Law 88-452), the Low-Income Home Energy Assistance Act of 1981 as amended (42 U.S.C. Sec. 8621 et seq.) (Title XXVI of the Omnibus Budget Reconciliation Act of 1981, Public Law 97-35, as amended) (hereinafter the "LIHEAP Act"), Chapter 2306 of the Texas Government Code (hereinafter the "State Act"), the implementing State regulations under Title 10, Part 1, Chapter 5, Subchapters A and D of the Texas Administrative Code, as amended or supplemented from time to time (hereinafter the "State Rules"), the LIHEAP State Plan, Subrecipient's Service Delivery Plan as defined in the State Rules, the Department's guidance related to CEAP, all applicable state and federal regulations and the terms of this Contract. Subrecipient shall assist low-income households with priority being given in no particular order to elderly, persons with disabilities, households with a young child 5 years of age or under, households with high energy burden and households with high energy consumption. Subrecipient shall implement the CEAP in accordance with the Certifications attached hereto as Exhibit A, the Budget attached hereto as Exhibit B, the Personal Responsibility and Work Opportunity Act of 1996 ("PRWORA") Requirements for the CEAP attached hereto as Exhibit C, the Documentation of Disability requirements attached hereto as Exhibit D, and all such Exhibits incorporated herein for all relevant purposes; the assurances, certifications, and all other statements made by Subrecipient in its application funding under this Contract; and with all other terms, provisions, and requirements herein set forth. Subrecipient shall perform direct services under this Contract beginning on January 7, 2013 and continuing until the end of the Contract Term in accordance with the State Rules, amended to be effective January 7, 2013.

SECTION 4. DEPARTMENT OBLIGATIONS

- A. In consideration of Subrecipient's satisfactory performance of this Contract, Department shall reimburse Subrecipient for the actual allowable costs for administrative expenditures and Assurance 16 activities as defined herein incurred by Subrecipient during the Contract Term and for the actual allowable costs for direct services incurred by Subrecipient on or after January 7, 2013, in the amount specified in Exhibit B, Budget, of this Contract.
- B. Any decision to obligate additional funds or deobligate funds shall be made in writing by Department in its sole discretion based upon factors including, but not limited to, the status of funding under grants to Department, the rate of Subrecipient's utilization of funds under this or previous contracts, the existence of questioned or disallowed costs under this or other contracts between the Parties, and Subrecipient's overall compliance with the terms of this Contract.
- C. Department's obligations under this Contract are contingent upon the actual receipt of funds from the U.S. Department of Health and Human Services. If sufficient funds are not available to make payments under this Contract, Department shall notify Subrecipient in writing within a reasonable time after such fact is determined. Department shall then terminate this Contract and will not be liable for the failure to make any payment to Subrecipient under this Contract. Department acknowledges that it has received obligations from those sources which, if paid, will be sufficient to pay the allowable costs incurred by Subrecipient under this Contract.
- D. Department is not liable for any cost incurred by Subrecipient which:
 - 1. is subject to reimbursement by a source other than Department;

- is for performance of services or activities not authorized by the LIHEAP Act, or which is not in accordance with the terms of this Contract;
- 3. is for non-administrative services such as direct services incurred from January 1, 2013 to January 6, 2013;
- 4. is not incurred during the Contract Term;
- 5. is not reported to Department on a monthly expenditure or performance report within forty five (45) days following the end of the Contract Term; or
- 6. is incurred for the purchase or permanent improvement of real property.
- E. Subrecipient shall refund, within fifteen (15) days of the Department's request, any sum of money paid to Subrecipient which Department determines has resulted in an overpayment or has not been spent in accordance with the terms of this Contract.
- F. Notwithstanding any other provision of this Contract, the total of all payments and other obligations incurred by Department under this Contract shall not exceed the sum of \$2,637,219.00.

SECTION 5. METHOD OF PAYMENT/CASH BALANCES

- A. Each month, Subrecipient may request an advance payment of CEAP funds under this Contract. As per the Uniform Grant Management Standards, 34 T.A.C. §20.421 et seq (herein "UGMS"), Subrecipient's requests for advances shall be limited to the amount needed and be timed to be in accordance with actual immediate cash requirements of the Subrecipient in carrying out the purpose of this Contract.
- B. Subrecipient shall establish procedures to minimize the time elapsing between the disbursement of funds from Department to Subrecipient and the expenditure of such funds by Subrecipient.
- C. Subrecipient must request an advance payment by submitting a properly completed monthly expenditure report to the Department through the electronic reporting system no later than the fifteenth (15th) day of the month prior to the month for which advance payment is sought.
- D. Subsection 4(A) notwithstanding, Department reserves the right to utilize a modified cost reimbursement method of payment, whereby reimbursement of costs incurred by a Subrecipient is made only after the Department has reviewed and approved backup documentation provided by the Subrecipient to support such costs for all funds if (1) Subrecipient maintains excessive cash balances or requests advance payments in excess of thirty (30) days need; (2) Department identifies any deficiency in the internal controls or financial management system used by Subrecipient; (3) Subrecipient violates any of the terms of this Contract; (4) Department's funding sources require the use of a cost reimbursement method of payment or (5) Subrecipient owes the Department funds.
- E. Department may offset or withhold any amounts otherwise owed to Subrecipient under this Contract against any amount owed by Subrecipient to Department arising under this Contract.
- F. All funds paid to Subrecipient under this Contract are paid in trust for the exclusive benefit of the eligible clients of the CEAP and for allowable direct services incurred on or after January 7, 2013, and for allowable administrative expenditures and Assurance 16 activities defined below incurred during the Contract Term, including but not limited to training/travel expenditures and services that encourage and enable households to reduce their home energy needs and thereby the need for energy assistance (hereafter "Assurance 16 activities") as defined in the LIHEAP Act

SECTION 6. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

A. Except as expressly modified by law or the terms of this Contract, Subrecipient shall comply with the cost principles and uniform administrative requirements set forth in the UGMS. All references therein to "local government" shall be construed to mean Subrecipient.

- B. Uniform cost principles for political subdivisions are set forth in OMB Circular A-87 as implemented by 2 C.F.R. Part 225. Uniform administrative requirements for politicall subdivisions are set forth in OMB Circular A-102. OMB Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations," sets forth audit standards for governmental organizations and other organizations expending Federal funds. The expenditure threshold requiring an audit under Circular A-133 is \$500,000.
- C. Notwithstanding any other provision of this Contract, Department shall only be liable to Subrecipient for costs incurred or performances rendered for activities specified in the LIHEAP Act.
- D. Subrecipient may incur costs for activities associated with the closeout of the CEAP Contract for a period not to exceed forty five (45) days from the end of the Contract Term defined in Section 2 of this Contract.

SECTION 7. TERMINATION AND SUSPENSION

- A. Pursuant to §5.17 of the State Rules, Department may terminate this Contract, in whole or in part, at any time Department determines that there is cause for termination. Cause for termination includes, but is not limited to, Subrecipient's failure to comply with any term of this Contract or reasonable belief that Subrecipient cannot or will not comply with the requirements of the Contract. If the Department determines that a Subrecipient has failed to comply with the terms of the Contract, or has failed to provide services that meet appropriate standards, goals, or other requirements established by the Department, Department will notify Subrecipient of the deficiencies to be corrected and require the deficiencies be corrected prior to implementing termination.
- B. Subrecipient's failure to expend the funds provided under this Contract in a timely manner may result in either the termination of this Contract or Subrecipient's ineligibility to receive additional funding under CEAP, or a reduction in the original allocation of funds to Subrecipient.
- C. Nothing in this Section shall be construed to limit Department's authority to withhold payment and immediately suspend this Contract if Department identifies possible instances of fraud, abuse, waste, fiscal mismanagement, or other deficiencies in Subrecipient's performance including but not limited to, Subreceipient's failure to correct any monitoring findings on this or any state contract or on a single audit review. Suspension shall be a temporary measure pending either corrective action by Subrecipient or a decision by Department to terminate this Contract.
- D. Notwithstanding any exercise by Department of its right of termination or suspension, Subrecipient shall not be relieved of any liability to Department for damages by virtue of any breach of this contract by Subrecipient. Department may withhold any payment due to Subrecipient until such time as the exact amount of damages due to Department is agreed upon or is otherwise determined in writing between Parties.
- E. Department shall not be liable for any costs incurred by Subrecipient after termination or during suspension of this Contract.

SECTION 8. ALLOWABLE EXPENDITURES

- A. The allowability of Subrecipient's costs incurred in the performance of this Contract shall be determined in accordance with the provisions of Section 4 and the regulations set forth in the LIHEAP Act and the State Rules, subject to the limitations and exceptions set forth in this Section.
- B. CEAP funds may be used for administrative activities and Assurance 16 activities during the Contract Term as well as other allowable expenditures under this Contract such as direct services incurred on or after January 7, 2013 until the end of the Contract Term, and include the following:
 - 1. Conducting Assurance 16 activities, to include needs assessment, referrals, budget counseling, energy conservation education and assistance with energy vendors;
 - 2. Providing assistance to low income households in meeting their home energy costs;
 - 3. Intervening in energy crisis situations; or

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- 4. Department-approved travel and training.
- C. CEAP funds allow up to 6% of the award amount to be utilized for administrative costs. Administrative costs incurred by Subrecipient in performing this Contract are to be based on actual programmatic expenditures and shall be allowed up to the amount outlined in Exhibit B of this Contract. Eligible administrative costs include costs related to staff performance of management, accounting and reporting activities.
- D. Administrative and Assurance 16 Activities funds as defined under and in accordance with the State Rules are earned through provision of direct services to clients. Subrecipient may choose to submit a final budget revision no later than forty five (45) days prior to the end of the Contract Term to use its administration and Assurance 16 activities funds for direct service categories; however, Subrecipient is still required to perform Assurance 16 activities.
- E. Subrecipient shall provide direct services to clients on or after January 7, 2013 and within sixty (60) days of receipt of funds under this Contract pursuant to §5.406(b) of the State Rules, effective January 7, 2013.

SECTION 9. RECORD KEEPING REQUIREMENTS

- A. Subrecipient shall maintain fiscal and programmatic records and supporting documentation for all expenditures of funds made under this Contract in accordance with the UGMS, Section III, Common Rule: State Uniform Administrative Requirements for Grants and Cooperative Agreements, Subpart C -Post Award Requirements, _.42.
- B. Open Records. Subrecipient acknowledges that all information collected, assembled, or maintained by Subrecipient pertaining to this Contract is subject to the Texas Public Information Act, Chapter 552 of Texas Government Code and must provide citizens, public agencies, and other interested parties with reasonable access to all records pertaining to this Contract subject to and in accordance with the Texas Public Information Act.
- C. Subrecipient shall give the U.S. Department of Health and Human Services, the U.S. General Accounting Office, the Texas Comptroller, the State Auditor's Office, and Department, or any of their duly authorized representatives, access to and the right to examine and copy, on or off the premises of Subrecipient, all records pertaining to this Contract. Such right to access shall continue as long as the records are retained by Subrecipient. Subrecipient agrees to maintain such records in an accessible location for the greater of: (i) four (4) years; (ii) if notified by the Department in writing, the date that the final audit is accepted with all audit issues resolved to the Department's satisfaction; (iii) if any litigation claim, negotiation, inspection, or other action has started before the expiration of the required retention period records must be retained until completion of the action and resolution of all issues which arise under it; (iv) a date consistent with any other period required by federal or state law or regulation. Subrecipient agrees to cooperate with any examination conducted pursuant to this Subsection. Upon termination of this Contract by the Department, all records are property of the Department; however the Department shall allow Subrecipient to retain records for any audit or external investigation purposes.
- D. Subrecipient shall maintain a client file system to document direct services rendered. The direct services must be rendered on or after January 7, 2013. Each client file shall contain the following:
 - 1. Client application containing all Department requirements;
 - 2. Documentation/verification of client income for the thirty (30) days preceding their application for all household members eighteen (18) years and older, or Declaration of Income Statement (DIS) (if applicable). In order to use the DIS form, each subrecipient shall develop and implement a written policy and procedure on the use of the form, including policies requiring a client statement of efforts to obtain documentation of income with a notarized client signature; as outlined in § 5.407(e) of the State Rules.
 - Copy of client's utility bill(s);
 - 4. Energy consumption history for previous twelve (12) months (all fuel types) (not applicable for Household Crisis);

- 5. Documentation of payment (Documentation of payment may be maintained in a separate file, but must be accessible to the Department.);
- Documentation of benefits determination:
- 7. Notice of Denial Form (if applicable);
- 8. Right of appeal and procedures for denial or termination of services (if applicable);
- 9. Any documentation required by directives;
- 10. Priority rating form; and
- 11. Case notes sufficient to document that Assurance 16 activity has occurred.
- E. Subrecipient shall maintain complete client files at all times. Costs associated with incomplete files found at the time of program monitoring may be disallowed.

SECTION 10. REPORTING REQUIREMENTS

- A. Subrecipient shall electronically submit to Department, no later than fifteen (15) days after the end of each month of the Contract Term, a Funding Report of all expenditures of funds and clients served under this Contract during the previous month.

 These reports are due even if Subrecipient has no new activity to report during the month.
- B. Subrecipient shall submit to Department, no later than forty five (45) days after the end of the Contract Term, an inventory of all vehicles, tools, and equipment with a unit acquisition cost of \$5,000 and /or a useful life of more than one year, if purchased in whole or in part with funds received under this Contract or previous CEAP contracts. The inventory shall include the vehicles, tools, equipment, and appliances purchased with Energy Crisis funds on hand as of the last day of the Contract Term. Subrecipient acknowledges that all equipment and supplies purchased with funds from the CEAP are the property of CEAP and as such, stay with the subrecipient which provides CEAP services in the service area.
- C. Subrecipient shall electronically submit to Department, no later than forty five (45) days after the end of the Contract Term, a final report of all expenditures of funds and clients served under this Contract. Failure of Subrecipient to provide a full accounting of funds expended under this Contract may result in the termination of this Contract and ineligibility to receive additional funds. If Subrecipient fails to submit a final expenditure/performance report within 45 days of the end of the Contract Term, Department will use the last report submitted by Subrecipient as the final report.
- D. If Subrecipient fails to submit, in a timely and satisfactory manner, any report or response required by this Contract, Department may withhold any or all payments otherwise due or requested by Subrecipient hereunder. Payments may be withheld until such time as the delinquent report or response is received by Department. If the delinquent report or response is not received within forty-five (45) days of its due date, Department may suspend or terminate this Contract. If Subrecipient receives funds from Department over two or more Contract Terms, funds may be withheld or this Contract suspended or terminated for Subrecipient's failure to submit a past due report or response (including an audit report) from a prior contract or Contract Term.
- E. Subrecipient shall provide the Department with a Data Universal Numbering System (DUNS) number and a Central Contractor Registration (CCR) System number. The DUNS number must be provided in a document from Dun and Bradstreet and the current CCR number must be submitted from a document retrieved from the https://www.sam.gov/portal/public/SAM/ website. These documents must be provided to the Department prior to the processing first payment to Subrecipient. Subrecipient shall maintain a current DUNS number and CCR number for the entire Contract Term.

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SECTION 11. VENDOR AGREEMENTS

For each of Subrecipient's vendors, Subrecipient shall implement and maintain a vendor agreement that contains assurances relating to fair billing practices, delivery procedures, and pricing procedures for business transactions involving CEAP clients. All vendor agreements are subject to monitoring procedures performed by TDHCA. All vendor agreements must be renegotiated every two years.

SECTION 12. CHANGES AND AMENDMENTS

- A. Any change, addition or deletion to the terms of this Contract required by a change in federal or state law or regulation is automatically incorporated herein and is effective on the date designated by such law or regulation.
- B. Except as specifically provided otherwise in this Contract, any changes, additions, or deletions to the terms of this Contract shall be in writing and executed by both Parties to this Contract. If any Party returns an executed copy by facsimile machine or electronic transmission, the signing party intends the copy of its authorized signature printed by the receiving machine or the electronic transmission, to be its original signature.
- C. Written requests for Contract amendment must be received by the Department by no later than forty five (45) days prior to the end of the Contract Term.

SECTION 13. PROGRAM INCOME

Subrecipient shall account for and expend program income derived from activities financed in whole or in part with funds provided under this Contract in accordance with the UGMS, Common Rule, § .25 and OMB Circular A-102, Attachment, 2e.

SECTION 14. TECHNICAL ASSISTANCE AND MONITORING

Department may issue technical guidance to explain the rules and provide directions on terms of this Contract. Department or its designee may conduct on and off-site monitoring and evaluation of Subrecipient's compliance with the terms of this Contract. Department's monitoring may include a review of the efficiency, economy, and efficacy of Subrecipient's performance. Department will notify Subrecipient in writing of any deficiencies noted during such monitoring. Department may provide training and technical assistance to Subrecipient in correcting the deficiencies noted. Department may require corrective action to remedy deficiencies noted in Subrecipient's accounting, personnel, procurement, and management procedures and systems in order to comply with State or Federal requirements. Department may conduct follow-up visits to review the previously noted deficiencies and to assess the Subrecipient's efforts made to correct them. Repeated deficiencies may result in disallowed costs. Department may terminate or suspend this Contract or invoke other remedies Department determines to be appropriate in the event monitoring reveals material deficiencies in Subrecipient's performance, or Subrecipient fails to correct any deficiency within a reasonable period of time, as determined by the Department. Department or its designee may conduct an ongoing program evaluation throughout the Contract Term.

SECTION 15. INDEPENDENT SUBRECIPIENT

It is agreed that Department is contracting with Subrecipient as an independent contractor.

SECTION 16. PROCUREMENT STANDARDS

- A. For making procurements under this contract, Subrecipient shall comply with 45 C.F.R. Part 92, OMB Circular A-102, 10 T.A.C. §5.10, and all applicable federal, state, and local laws, regulations, and ordinances.
- Subrecipient may not use funds provided under this Contract to purchase personal property, equipment, goods, or services with a unit acquisition cost (the net invoice unit price of an item of equipment) of more than \$5,000 unless Subrecipient has received the prior written approval of Department for such purchase.

C. Upon the termination or non-renewal of this Contract, Department may transfer title to any such property or equipment having a unit acquisition cost (the net invoice unit price of an item of equipment) of \$5,000 or more to itself or to any other entity receiving Department funding.

SECTION 17. SUBCONTRACTS

- A. Subrecipient may not subcontract the primary performance of this Contract, including but not limited to expenditure and performance reporting and drawing funds through the Community Affairs Contract System, and only may enter into properly procured contractual agreements for consulting and other professional services, if Subrecipient has received Department's prior written approval. Subrecipient may subcontract for the delivery of client assistance without obtaining Department's prior approval. Any subcontract for the delivery of client assistance will be subject to monitoring by the Department as per Section 14.
- B. In no event shall any provision of this Section 17, specifically the requirement that Subrecipient obtain Department's prior written approval of a subcontractor, be construed as relieving Subrecipient of the responsibility for ensuring that the performances rendered under all subcontracts are rendered so as to comply with all of the terms of this Contract, as if such performances rendered were rendered by Subrecipient. Department's approval under this section does not constitute adoption, ratification, or acceptance of Subrecipient's or subcontractor's performance hereunder. Department maintains the right to monitor and require Subrecipient's full compliance with the terms of this Contract. Department's approval under this section does not waive any right of action which may exist or which may subsequently accrue to Department under this Contract.

SECTION 18. AUDIT

- A. Subrecipient shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Contract, subject to the following conditions and limitations:
 - Subrecipient expending \$500,000 or more in total Federal awards or \$500,000 in total state financial assistance shall have an audit performed in accordance with the Single Audit Act Amendments of 1996, 31 U.S.C. 7501, and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations" issued June 30, 1997. For purposes of this Section 18, "Federal financial assistance" means assistance provided by a Federal agency in the form of grants, contracts, loans, loan guarantees, property, cooperative agreements, interest subsidies, insurance or direct appropriations, or other assistance, but does not include amounts received as reimbursement for services rendered to individuals in accordance with OMB guidelines. The term includes awards of Federal financial assistance received directly from Federal agencies, or indirectly through other units of State and local government;
 - Sections 4 D (3) and (4) above notwithstanding, Subrecipient may utilize funds budgeted under this Contract to pay for that portion of the cost of such audit services properly allocable to the activities funded by Department under this Contract.
 - Subrecipient shall submit three (3) copies of such audit report and any associated management letter to the Department, two (2) copies of the audit report to Department's Compliance and Asset Oversight Division and one (1) copy of the audit report to the Department's Community Affairs Division within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subrecipient shall make audit report available for public inspection within thirty (30) days after receipt of the audit report(s). Audits performed under this Section are subject to review and resolution by Department or its authorized representative. Subrecipient shall submit such audit report to the Federal clearinghouse designated by OMB in accordance with OMB A-133.
 - The audit report must include verification of all expenditures by budget category, in accordance with Exhibit B, Budget, of this Contract.
- B. The cost of auditing services for a Subrecipient expending less than \$500,000 in total Federal awards per fiscal year is not an allowable charge under Federal awards.

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- C. Subsection A of this Section 18 notwithstanding, Department reserves the right to conduct an annual financial and compliance audit of funds received and performance rendered under this Contract. Subrecipient agrees to permit Department or its authorized representative to audit Subrecipient's records and obtain any documents, materials, or information necessary to facilitate such audit.
- D. Subrecipient understands and agrees that it shall be liable to the Department for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Subrecipient further understands and agrees that reimbursement to Department of such disallowed costs shall be paid by Subrecipient from funds which were not provided or otherwise made available to Subrecipient under this Contract.
- E. Subrecipient shall facilitate the performance of such audit or audits conducted pursuant to this Section 18 as Department may require of Subrecipient.
- F. Subrecipient shall procure A-133 audit services through an open, competitive process at least once every five years. The auditor shall retain working papers and reports for a minimum of the three years after the date of directive of the auditor's report to the Subrecipient. Audit working papers shall be made available upon request to Department at the completion of the audit, as part of a quality review, to resolve audit findings, or to carry out oversight responsibilities consistent with the purposes of this Section. Access to working papers includes the right to obtain copies of working papers, as is reasonable and necessary.
- G. For any fiscal year ending within or immediately after the Contract Term, Subrecipient must submit an "Audit Certification Form" (available from the Department) within sixty (60) days after the Subrecipient's fiscal year end.

SECTION 19. MANAGEMENT OF EQUIPMENT AND INVENTORY

- A. Subrecipient shall comply with Subchapter A of the State Rules.
- B. Subrecipient may not use funds provided under this Contract to purchase personal property, equipment, goods, or services with a unit acquisition cost (the net invoice unit price of an item of equipment) of more than \$5,000 unless Subrecipient has received the prior written approval of Department for such purchase
- C. Upon the termination or non-renewal of this Contract, Department may transfer title to any such property or equipment having a useful life of one year or more or a unit acquisition cost (the net invoice unit price of an item of equipment) of \$5,000 or more to itself or to any other entity receiving Department funding.

SECTION 20. TRAVEL AND TRAINING

The travel funds are to be used only for Department-approved training events. Subrecipient shall adhere to OMB Circular A-87 and either its board-approved travel policy, or in the absence of such a policy, the State of Texas travel policies.

SECTION 21. BONDING AND INSURANCE REQUIREMENTS

- A. If Subrecipient will enter in to a construction or facility improvements contract with a third-party in the amount of \$25,000 of greater, Subrecipient must execute with the contractor a payment bond in the full amount of the contract. If the Subrecipient will enter in to contract with a prime contractor in excess of \$100,000, a performance bond in the full amount of the contract is also required. These bonds must be executed by a corporate surety authorized to do business in Texas, a list of which may be obtained from the State Insurance Department. Such assurances of completion will run to the Department as obligee and must be documented prior to the start of construction.
- B. Subrecipient shall maintain adequate personal injury and property damage liability insurance. Subrecipient is encouraged to obtain pollution occurrence insurance in addition to the general liability insurance. Generally, regular liability insurance policies do not provide coverage for potential effects of many health and safety measures, such as lead disturbances and other pollution occurrence items. Subrecipient should review existing policies to determine if lead contamination is covered. If it is not, Subrecipient should consider securing adequate coverage for all construction projects. Additional liability insurance costs may be paid from administrative funds. The Department strongly recommends the Subrecipient require their contractors to carry pollution occurrence insurance to avoid being liable for any mistakes the contractors may make. Each agency should get a legal opinion regarding the best course to take for implementing the pollution occurrence insurance coverage.

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SECTION 22. LITIGATION AND CLAIMS

Subrecipient shall give Department immediate written notice of any claim or action filed with a court or administrative agency against Subrecipient and arising out of the performance of this Contract or any subcontract hereunder. Subrecipient shall furnish to Department copies of all pertinent papers received by Subrecipient with respect to such action or claim.

SECTION 23. LEGAL AUTHORITY

- A. Subrecipient assures and guarantees that it possesses the legal authority to enter into this Contract, to receive and manage the funds authorized by this Contract, and to perform the services Subrecipient has obligated itself to perform hereunder. The execution, delivery, and performance of this Contract will not violate Subrecipient's constitutive documents or any requirement to which Subrecipient is subject and represents the legal, valid, and binding agreement of Subrecipient, enforceable in accordance with its terms.
- B. The person signing this Contract on behalf of Subrecipient hereby warrants that he/she has been duly authorized by Contract to execute this Contract on behalf of Subrecipient and to validly and legally bind Subrecipient to the terms, provisions and performances herein.
- C. Department shall have the right to suspend or terminate this Contract if there is a dispute as to the legal authority of either Subrecipient, or the person signing this Contract on behalf of Subrecipient, to enter into this Contract or to render performances hereunder. Subrecipient is liable to Department for any money it has received from Department for performance of the provisions of this Contract, if the Department has terminated this Contract for reasons enumerated in this Section 23.

SECTION 24. COMPLIANCE WITH LAWS

- A. <u>FEDERAL</u>, <u>STATE AND LOCAL LAW</u>. Subrecipient shall comply with the LIHEAP Act, the federal rules and regulations promulgated under the LIHEAP Act, the State Act, the State CEAP Rules, LIHEAP State Plan, and all federal, state, and local laws and regulations applicable to the performance of this Contract.
- B. <u>DRUG-FREE WORKPLACE ACT OF 1988.</u> The Subrecipient affirms by signing this contract that it is implementing the Drug-Free Workplace Act of 1988.
- C. PRO-CHILDREN ACT OF 1994. Subrecipient shall follow the requirements of the Pro-Children Act of 1994, (20 U.S.C. Sec. 6081 et seq.) which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18 if the services are funded by Federal programs either directly or through States or local governments by Federal grant, contract, loan or loan guarantee.
- D. <u>LIMITED ENGLISH PROFICIENCY (LEP)</u>. Subrecipients must provide program applications, forms, and educational materials in English, Spanish, and any appropriate language, based on the needs of the service area and in compliance with the requirements in Executive Order 13166 of August 11, 2000. To ensure compliance, the Subrecipient must take reasonable steps to insure that persons with Limited English Proficiency have meaningful access to the program. Meaningful access may entail provide language assistance services, including oral and written translation, where necessary.

SECTION 25. PREVENTION OF WASTE, FRAUD, AND ABUSE

- A. Subrecipient shall establish, maintain, and utilize systems and procedures to prevent, detect, and correct waste, fraud, and abuse in activities funded under this Contract. The systems and procedures shall address possible waste, fraud, and abuse by Subrecipient, its employees, clients, vendors, subcontractors and administering agencies. Subrecipient's internal control systems and all transactions and other significant events are to be clearly documented, and the documentation is to be readily available for monitoring by Department.
- B. Subrecipient shall give Department reasonable access to all of its records, employees, and agents for the purposes of any investigation of the Comprehensive Energy Assistance Program. Subrecipient shall immediately notify Department of any discovery of waste, fraud, or abuse. Subrecipient shall fully cooperate with Department's efforts to detect, investigate, and prevent waste, fraud, and abuse in the Comprehensive Energy Assistance Program.

C. Subrecipient may not discriminate against any employee or other person who reports a violation of the terms of this Contract, or of any law or regulation, to Department or to any appropriate law enforcement authority, if the report is made in good faith.

SECTION 26. CERTIFICATION REGARDING UNDOCUMENTED WORKERS

Pursuant to Chapter 2264 of the Texas Government Code, by execution of this Contract, Subrecipient hereby certifies that Subrecipient/Local Operator, or a branch, division, or department of Subrecipient does not and will not knowingly employ an undocumented worker, where "undocumented worker" means an individual who, at the time of employment, is not lawfully admitted for permanent residence to the United States or authorized under law to be employed in that manner in the United States. If, after receiving a public subsidy, Subrecipient, or a branch, division, or department of Subrecipient is convicted of a violation under 8 U.S.C. Section 1324a(f), Subrecipient shall repay the public subsidy with interest, at a rate of five percent (5%) per annum, not later than the 120th day after the date the Department notifies Subrecipient of the violation.

SECTION 27. CONFLICT OF INTEREST/NEPOTISM

- A. Subrecipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts.
- B. No employee, officer, or agent of Subrecipient shall participate in the selection, award, or administration of a contract supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the Parties indicated herein, has a financial or other interest in the firm selected for an award.
- C. The officers, employees, and agents of the Subrecipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to subagreements. Subrecipients may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Subrecipient.
- D. Subrecipients who are local governmental entities shall, in addition to the requirements of this Section, follow the requirements of Chapter 171 of the Local Government Code regarding conflicts of interest of officers of municipalities, counties, and certain other local governments.
- E. Failure to maintain written standards of conduct and to follow and enforce the written standards is a condition of default under this Contract and may result in termination of the Contract or deobligation of funds.

SECTION 28. POLITICAL ACTIVITY PROHIBITED

- A. Funds provided under this Contract shall not be used for influencing the outcome of any election, or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent any official or employee of Subrecipient from furnishing to any member of its governing body upon request, or to any other local or state official or employee, or to any citizen, information in the hands of the employee or official not considered under law to be confidential information. Any action taken against an employee or official for supplying such information shall subject the person initiating the action to immediate dismissal from employment.
- B. Funds provided under this Contract may not be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive, or judicial branches of government of Subrecipient, the State of Texas, or the government of the United States.

SECTION 29. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

A. A person shall not be excluded from participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in the administration of or in connection with any program or activity funded in whole or in part with funds made available under this Contract, on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief.

- B. Subrecipient agrees to carry out an Equal Employment Opportunity Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.
- C. Subrecipient will include the substance of this Section 29 in all subcontracts.

SECTION 30. CERTIFICATION REGARDING CERTAIN DISASTER RELIEF CONTRACTS

The Department may not award a Contract that includes proposed financial participation by a person who, during the five year period preceding the date of this Contract, has been convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or assessed a penalty in a federal, civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005.

By execution of this Contract, the Subrecipient/Local Operator hereby certifies that it is eligible to participate in this Program and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

SECTION 31. MAINTENANCE OF EFFORT

Funds provided to Subrecipient under this Contract may not be substituted for funds or resources from any other source nor in any way serve to reduce the funds or resources which would have been available to, or provided through, Subrecipient had this Contract never been executed.

SECTION 32. DEBARRED AND SUSPENDED PARTIES

By signing this Contract, Subrecipient certifies that its principal employees, board members, agents, or contractors agents are not included in the Excluded Parties List System (EPLS) maintained by the General Services Administration (GSA). Subrecipient also certifies that it will not award any funds provided by this Contract to any party that is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549. Subrecipient agrees that prior to entering into any agreement with a potential subcontractor that the verification process to comply with this requirement will be accomplished by checking the System for Award Management (SAM) at www.sam.gov and including a copy of the results in its project files.

SECTION 33. FAITH BASED AND SECTARIAN ACTIVITY

Funds provided under this Contract may not be used for sectarian or inherently religious activities such as worship, religious instruction or proselytization, and must be for the benefit of persons regardless of religious affiliation. Subrecipient shall comply with the regulations promulgated by the HHS at 45 C.F.R. §87.2.

SECTION 34. COPYRIGHT

Subrecipient may copyright materials developed in the performance of this Contract or with funds expended under this Contract. Department and HHS shall each have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the copyrighted work for government purposes

SECTION 35. NO WAIVER

Any right or remedy given to Department by this Contract shall not preclude the existence of any other right or remedy, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other right or remedy. The failure of Department to exercise any right or remedy on any occasion shall not constitute a waiver of Department's right to exercise that or any other right or remedy at a later time.

SECTION 36. SEVERABILITY

If any section or provision of this Contract is held to be invalid or unenforceable by a court or administrative tribunal of competent jurisdiction, the remainder shall remain valid and binding.

SECTION 37. ORAL AND WRITTEN AGREEMENTS

- A. All oral and written agreements between the Parties relating to the subject matter of this Contract have been reduced to writing and are contained in this Contract.
- B. The attachments enumerated and denominated below are a part of this Contract and constitute promised performances under this Contract:
 - Exhibit A, Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements
 - 2 Exhibit B, Budget
 - 3 Exhibit C, PRWORA Requirements for the Comprehensive Energy Assistance Program
 - 4 Exhibit D, Documentation of Disability

SECTION 38. SPECIAL CONDITIONS

- A. In order to achieve compliance with the LIHEAP Act, Subrecipient must coordinate with other energy related programs. Specifically, Subrecipient must make documented referrals to the local Weatherization Assistance Program subrecipient and the Lite Up Texas program administered by the Public Utility Commission of Texas
- B. Subrecipient shall accept applications for CEAP benefits at sites that are geographically accessible to all households in the service area. Subrecipient shall provide elderly and disabled individuals the means to submit applications for CEAP benefits without leaving their residence or by securing transportation for them to the sites that accept such applications.

SECTION 39. APPEALS PROCESS

In compliance with the LIHEAP Act, Subrecipient must provide an opportunity for a fair administrative hearing to individuals whose application for assistance is denied, terminated or not acted upon in a timely manner. Subrecipient must establish a denial of service complaint procedure in accordance with §5.405 the State Rules.

SECTION 40. USE OF ALCOHOLIC BEVERAGES

Funds provided under this Contract may not be used for the payment of salaries to any Subrecipient's employees who use alcoholic beverages while on active duty, for travel expenses expended for alcoholic beverages, or for the purchase of alcoholic beverages.

SECTION 41. FORCE MAJURE

If the obligations are delayed by the following, an equitable adjustment will be made for delay or failure to perform hereunder:

- A. Any of the following events: (i) catastrophic weather conditions or other extraordinary elements of nature or acts of God; (ii) acts of war (declared or undeclared), (iii) acts of terrorism, insurrection, riots, civil disorders, rebellion or sabotage; and (iv) quarantines, embargoes and other similar unusual actions of federal, provincial, local or foreign Governmental Authorities; and
- B. The non-performing party is without fault in causing or failing to prevent the occurrence of such event, and such occurrence could not have been circumvented by reasonable precautions and could not have been prevented or circumvented through the use of commercially reasonable alternative sources, workaround plans or other means.

Page 12 of 19

SECTION 42. TIME IS OF THE ESSENCE

Time is of the essence with respect to Subrecipient's compliance with all covenants, agreements, terms and conditions of this Contract.

SECTION 43. COUNTERPARTS AND FACSIMILE SIGNATURES

This Contract may be executed in one or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signed signature pages may be transmitted by facsimile or other electronic transmission, and any such signature shall have the same legal effect as an original.

SECTION 44. NUMBER, GENDER

Unless the context requires otherwise, the words of the masculine gender shall include the feminine, and singular words shall include the plural.

SECTION 45. NOTICE

A. If notice is provided concerning this Contract, notice may be given at the following (herein referred to as "Notice Address"):

As to Department:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

P. O. Box 13941

Austin, Texas 78711-3941 Attention: Michael DeYoung

Telephone: (512)- 475-3950

Fax: (512) - 475-3935

michael.deyoung@tdhca.state.tx.us

As to Subrecipient:

Travis County

PO Box 1748

Austin, TX 78767

Attention: Sherri Fleming, County Executive

Telephone: (512) 854-4100 Fax: (512) 279-1608 Email: sherri.fleming@co.travis.tx.us

B. All notices or other communications hereunder shall be deemed given when delivered, mailed by overnight service, or five days after mailing by certified or registered mail, postage prepaid, return receipt requested, addressed to the appropriate Notice Address as defined in the above Subsection A of this Section 45.

Page 13 of 19

SECTION 46. VENUE AND JURISDICTION

This Contract is delivered and intended to b venue shall lie in Travis County, Texas.	e performed	in the	State of	Texas.	For purposes	of litigation	pursuant to) this	Contract,
EXECUTED to be effective on :1/1/2013									
Travis County									
a political subdivision									
Ву:					O	N			

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS,

Samuel T. Biscoe, Travis County Judge

a public and official agency of the State of Texas

By:

Title: Its duly authorized officer or representative

Date

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

CONTRACT NO. 58130001651 FOR THE FY 2013 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP) (CFDA # 93.568)

EXHIBIT A CERTIFICATION REGARDING LOBBYING FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

Travis County, a political subdivision

The undersigned certifies, to the best of its knowledge and belief, that:

- 1. 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 an agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal loan, the entering into of any cooperative agreement, or modification of any federal contract, grant, loan, or cooperative agreement.
- 2. 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 contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form -LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is material representation of fact on which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Travis County a political subdivision		
By:	on	
Samuel T. Biscoe, Travis County Judge		Date

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

CONTRACT NO. 58130001651 FOR THE FY 2013 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP) (CFDA # 93.568)

> EXHIBIT B BUDGET

Travis County, a political subdivision

DEPARTMENT FINANCIAL OBLIGATIONS

\$ 2,637,219.00

CEAP FUNDS CURRENTLY AVAILABLE

\$ 1,200.00

TRAINING TRAVEL ALLOWANCE FUNDS CURRENTLY AVAILABLE

BUDGET FOR AVAILABLE ALLOCATIONS

BUDGET CATEGORY	FUNDS	%
Administration	\$ 164,751.00	-
Assurance 16	\$ 175,891.00	<u>-</u>
Direct Services	\$ 2,295,377.00	-
OTAL CEAP BUDGET	\$ 2,636,019.00	-

BUDGET CATEGORY	FUNDS	%
Household Crisis	\$ 1,147,688.00	50.00
Utility Assistance	\$ 1,147,689.00	50.00
TOTAL DIRECT SERVICES	\$ 2,295,377.00	100.00

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

TRAVIS

Administrative costs, salaries, fringe benefits, non-training travel, equipment, supplies, audit and office space are limited to 6.2% of the contract expenditures, excluding Training/Travel costs. All other administrative costs, exclusive of administrative costs for Assurance 16 Activities, must be paid with nonfederal funds.

Assurance 16 Activities costs will be the maximum allowable under the total State of Texas LIHEAP award but at least 6.6% of the contract expenditures excluding Training and Travel costs.

Department's prior written approval for purchase or lease of equipment with an acquisition cost of \$5,000 and over is required. Approval of this budget does not constitute prior approval for such purchases.

Funds may not be used for the purchase or improvement of land, or the purchase, construction, or permanent improvement of any building or facility.

Subrecipient is limited to only one budget revision request during the first 6 months of the Contract Term. A second and final budget revision must be received by the Department no later than 45 days prior to the end of the Contract Term.

Subrecipient shall provide outreach services under all components in this category. Failure to do so may result in contract termination. Subrecipient must document outreach, whether the outreach is conducted with CEAP funds or other funds.

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

CONTRACT NO. 58130001651 FOR THE FY 2013 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP) (CFDA # 93.568)

EXHIBIT C PRWORA REQUIREMENTS

Travis County, a political subdivision

If an individual is applying for LIHEAP funds, a Subrecipient must verify that the individual applying for LIHEAP funds is a qualified recipient for funding under the Personal Responsibility and Work Opportunity Act of 1996, ("PRWORA"), Pub. L. 104-193, 110 Stat. 2105, codified at 8 U.S.C. § 1601 et. seq., as amended by the Omnibus Appropriations Act, 1997, Pub. L. 104-208.

To ensure that a non-qualified applicant does not receive "federal public benefits," a unit of general purpose government that administers "federal public benefit programs" is required to determine, and to verify, the individual's alienage status before granting eligibility. 8 U.S.C. § 1642 (a) and (b). Subrecipient must use the SAVE verification system to verify and document qualified alien eligibility.

An exception to the requirement of verification of alienage status applies when the applicant's eligibility is determined by a non-profit charitable organization. To be eligible for this exemption, an organization must be both "nonprofit" and "charitable." An organization is "nonprofit" if it is organized and operated for purposes other than making gains or profits for the organization, its member or its shareholders, and is precluded from distributing any gains or profits to its members or shareholders. An organization is "charitable" if it is organized and operated for charitable purposes. The term "charitable" should be interpreted in its generally accepted legal sense as developed by judicial decisions. It includes organizations dedicated to relief of the poor and distressed or the underprivileged, as well as religiously-affiliated organizations and educational organizations. Federal Register on November 17, 1997 at 62 Fed. Reg. 61344.

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

CONTRACT NO. 58130001651 FOR THE FY 2013 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP) (CFDA # 93.568)

EXHIBIT D DOCUMENTATION OF DISABILITY

Travis County, a political subdivision

- 1. All CEAP purchases of portable heating/cooling units are allowable only for households "that include at least one member that is elderly, disabled, or a child aged 5 or younger when Subrecipient has met local weather crisis criteria, pursuant to 10 TAC 5.423(d)(4). No other reason for purchase, including medical reasons, shall be accepted. Notwithstanding the provisions under 10 TAC 10 TAC 5.402, 10 TAC 5.422(c), 10 TAC 5.422(d)(3), and 5.423(d)(4), under NO CIRCUMSTANCES should clients' medical information be collected or kept by Subrecipients.
- Documentation of Disability must NOT include protected health information as defined in the Texas Health and Safety Code, Subtitle I, Chapter 181.



Travis County Commissioners Court Agenda Request

Meeting Date: April 30, 2013

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 \$922,180.96 for the period of April 12 to April 18, 2013.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

See attached.

STAFF RECOMMENDATIONS:

The Director or Benefits 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 \$922,180.96.

ISSUES AND OPPORTUNITIES:

See attached.

FISCAL IMPACT AND SOURCE OF FUNDING:

Employee Health Benefit Fund (8956) – \$922,180.96

REQUIRED AUTHORIZATIONS:

John Rabb, 854-2742 Jessica Rio, 854-9106

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to Agenda@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:

April 30, 2013

TO:

Members of the Travis County Commissioners Court

FROM:

John Rabb, Benefits 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 12 2013 to April 18, 2013

REIMBURSEMENT REQUESTED

FOR THIS PERIOD:

\$922,180.96

HRMD RECOMMENDATION:

The Director or Benefits 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 \$922,180.96.

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 12, 2013 TO APRIL 18, 2013

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) (Bank of America)
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: TO:

April 30, 2013

Nicki Riley, County Auditor

FROM: COUNTY DEPT.

Norman McRee, HR Financial Analyst

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 12, 2013

TO:

April 18, 2013

REIMBURSEMENT REQUESTED:

\$ 922,180.96

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

		20
NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	\$	2,185,781.77
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: April 23, 2013	\$	(1,272,288.67)
Adjust to balance per UHC TOTAL CLAIMS REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:	\$ \$	8,687.86 922,180.96
PAYMENTS DEEMED NOT REIMBURSABLE	\$	-
TRANSFER OF FUNDS REQUESTED:	\$	922,180.96

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

All claims over \$25,000 (5 this week totaling \$196,051.28) 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 (\$114,363.23) 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 \$250,000 stop loss limit. Claims that have exceeded the limit will be reimbursed by Sun Life. Reimbursements are posted as revenue and claims totals shown are gross of stop loss. Cumulative fiscal year stop loss reimbursements from Sun Life total \$1,137,176.86.

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.

John Rabb, Benefits Manager

Dota

0

___/

Shannon Steele, Benefits Administrator

Date

Norman McRee Financial Analyst

Date

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

Created 4-25-13 430p 4/30/5013 4/23/5013 4/16/2013 \$105/6/\$ 4/2/2013 3/26/2013 3/19/2013 3/12/2013 3/2/5/3 Travis County Employee Benefit Plan FY13 Paid Claims vs Weekly Claims Budget of \$957,177.23 2/26/2013 2/19/2013 2/12/2013 2/5/2013 **Commissioners Court Date** 1/58/5013 1/22/2013 1/18/2013 1/8/5013 1/1/5013 15/52/5015 12/18/2012 12/11/2015 15/4/5015 11/57/5015 11/50/5015 11/13/5015 2102/9/11 10/30/5012 10/23/2012 2105/91/01 \$1,914,354.00 \$957,177.00 ⊹ Paid Claims Amount

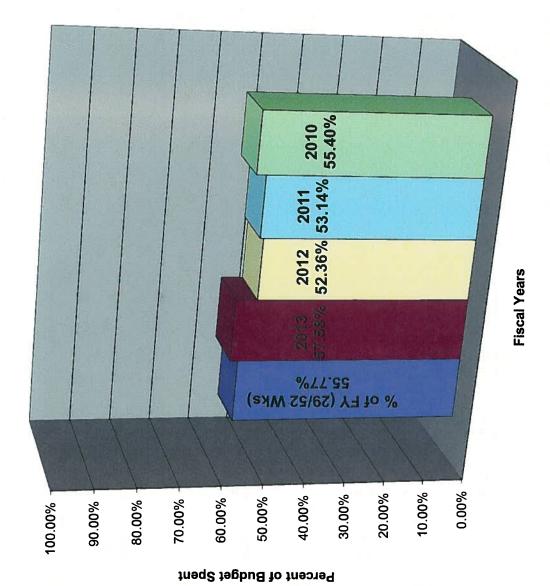
Travis County Employee Benefit Plan FY13 Weekly Paid Claims VS Weekly Budgeted Amount

W k	Period from	Period To	Voting Session Date	Pd Claims Request Amount	Budgeted Weekly Claims	# of Large Claims	Total of Large Claims	FY 2013 % of Budget Spent	FY 2012 % of Budget Spent
1	9/28/2012	10/4/2012	10/16/2012	\$ 833,295.36	\$ 957,177.23	2	\$ 264,210.15	1.67%	1.42%
2	10/5/2012	10/11/2012	10/23/2012	\$ 1,356,899.90	\$ 957,177.23	3	\$ 398,807.43	4.40%	3.40%
3	10/12/2012	10/18/2012	10/30/2012	\$ 819,640.44	\$ 957,177.23	2	\$ 116,768.50	6.05%	5.60%
4	10/19/2012	10/25/2012	11/6/2012	\$ 1,076,062.49	\$ 957,177.23	1	\$ 68,192.73	8.21%	6.54%
5	10/26/2012	11/1/2012	11/13/2012	\$ 503,241.86	\$ 957,177.23	0	\$ -	9.22%	7.69%
6	11/2/2012	11/8/2012	11/20/2012	\$ 2,004,819.80	\$ 957,177.23	4	\$ 832,945.50	13.25%	10.01%
7	11/9/2012	11/15/2012	11/27/2012	\$ 856,605.61	\$ 957,177.23	7	\$ 345,370.77	14.97%	11.71%
8	11/16/2012		12/4/2012	\$ 1,140,771.38	\$ 957,177.23	0	\$ -	17.26%	14.05%
9	11/23/2012		12/11/2012	\$ 474,802.74	\$ 957,177.23	2	\$ 98,896.45	18.21%	14.57%
10		12/6/2012	12/18/2012	\$ 1,319,676.15	\$ 957,177.23	4	\$ 142,853.98	20.87%	17.30%
11	12/7/2012	12/13/2012	12/21/2012	\$ 1,380,972.18	\$ 957,177.23	8	\$ 726,479.65	23.64%	18.57%
12	12/14/2012	12/20/2012	12/28/2012	\$ 1,187,151.92	\$ 957,177.23	3	\$ 148,596.86	26.03%	20.69%
13		12/27/2012	1/8/2013	\$ 875,593.97	\$ 957,177.23	5	\$ 262,457.31	27.79%	21.80%
14		1/3/2013	1/15/2013	\$ 428,312.76	\$ 957,177.23	2	\$ 58,763.15	28.65%	22.93%
15	1/4/2013	1/10/2013	1/22/2013	\$ 814,824.53	\$ 957,177.23	0	\$ -	30.28%	25.13%
16	1/11/2013	1/17/2013	1/29/2013	\$ 610,955.41	\$ 957,177.23	1	\$ 41,841.23	31.51%	26.89%
17	1/18/2013	1/24/2013	2/5/2013	\$ 1,466,572.26	\$ 957,177.23	4	\$ 192,975.28	34.46%	28.96%
18	1/25/2013	1/31/2013	2/12/2013	\$ 569,238.61	\$ 957,177.23	2	\$ 75,547.81	35.60%	30.05%
19	2/1/2013	2/7/2013	2/19/2013	\$ 1,169,082.60	\$ 957,177.23	1	\$ 25,851.04	37.95%	31.86%
20	2/8/2013	2/14/2013	2/26/2013	\$ 592,192.07	\$ 957,177.23	2	\$ 72,001.13	39.14%	34.26%
21	2/15/2013	2/21/2013	3/5/2013	\$ 1,429,268.44	\$ 957,177.23	3	\$ 250,943.12	42.01%	36.83%
22	2/22/2013	2/28/2013	3/12/2013	\$ 617,670.76	\$ 957,177.23	1	\$ 30,476.50	43.25%	38.55%
23	3/1/2013	3/7/2013	3/19/2013	\$ 1,051,038.00	\$ 957,177.23	2	\$ 61,077.22	45.36%	41.36%
24	3/8/2013	3/14/2013	3/26/2013	\$ 754,131.33	\$ 957,177.23	3	\$ 93,494.47	46.88%	42.83%
25	3/15/2013	3/21/2013	4/2/2013	\$ 1,207,753.63	\$ 957,177.23	5	\$ 187,944.03	49.30%	44.44%
26	3/22/2013	3/28/2013	4/9/2013	\$ 1,143,736.22	\$ 957,177.23	5	\$ 386,145.74	51.60%	46.79%
27	3/29/2013	4/4/2013	4/16/2013	\$ 778,673.30	\$ 957,177.23	2	\$ 67,438.64	53.17%	48.19%
28	4/5/2013	4/11/2013	4/23/2013	\$ 1,272,288.67	\$ 957,177.23	4	\$ 185,102.83	55.72%	51.21%
29	4/12/2013	4/18/2013	4/30/2013	\$ 922,180.96	\$ 957,177.23	5	\$ 196,051.28	57.58%	52.36%
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Paid & Budgeted Claims to Date	\$ 28,657,453.35	\$ 2	7,758,139.69
Paid Claims less Total We	ekly Budget	\$	899,313.66

note: Not predictive of impact on reserve, intended to show relationship of weekly claims cost to weekly budget.

Comparison of Claims to FY Budgets Week 29



Norman Mcree

From:

SIFSFAX@UHC.COM

Sent:

Friday, April 19, 2013 12:57 AM

To:

Norman Mcree

Subject:

UHG FUNDING NOTIFICATION

TO: NORMAN MCREE

FROM: UNITEDHEALTH GROUP

FAX NUMBER: (512) 854-3128

PHONE: (512) 854-3828

AB5

NOTIFICATION OF AMOUNT OF REQUEST FOR: TRAVIS COUNTY

DATE: 2013-04-19

REQUEST AMOUNT: \$2,185,781.77

CUSTOMER ID: 00000701254

CONTRACT NUMBER: 00701254 00709445

BANK ACCOUNT NUMBER: 385015850067 ABA NUMBER: 011900445

FUNDING

ADVICE FREQUENCY: DAILY

FREQUENCY: FRIDAY

INITIATOR: CUST METHOD: ACH BASIS: BALANCE

CALCULATION OF REQUEST AMOUNT

+ ENDING BANK ACCOUNT BALANCE FROM: 2013-04-18

\$523,358.04

- REQUIRED BALANCE TO BE MAINTAINED:

\$2,668,041.00

+ PRIOR DAY REQUEST:

\$00.00

= UNDER DEPOSIT:

\$2,144,682.96

+ CURRENT DAY NET CHARGE:

\$41,098.81

+ ISSUED CREDIT AMOUNT:

\$00.00

+ FUNDING ADJUSTMENTS:

\$00.00

REQUEST AMOUNT:

\$2,185,781.77

ACTIVITY FOR WORK DAY: 2013-04-12

CUST

NON

NET

PLAN 0632

CLAIM \$41,532.55 **CLAIM** \$00.00

CHARGE \$41,532.55

TOTAL:

\$41,532.55

\$00.00

\$41,532.55

UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2013_04_18

WK_END_DT 4/18/2013	4/18/2013	4/18/2013	4/18/2013	4/18/2013	4/18/2013	4/18/2013	4/18/2013	4/18/2013	4/18/2013	4/18/2013	4/18/2013	4/18/2013	4/18/2013	4/18/2013	4/18/2013	4/18/2013	4/18/2013	4/18/2013
TRANS_DT 4/17/2013	4/17/2013	4/17/2013	4/17/2013	4/16/2013	4/17/2013	4/16/2013	4/19/2013	4/16/2013	4/16/2013	4/19/2013	4/19/2013	4/19/2013	4/19/2013	4/16/2013	4/16/2013	4/15/2013	4/19/2013	4/18/2013
TRANS_TYP_CD	100	100	100	20	50	50	50	20	20	50	90	20	50	90	90	90	50	50
ISS_DT 4/15/2013	4/15/2013	4/15/2013	4/15/2013	4/10/2013	4/15/2013	4/10/2013	4/14/2013	1/22/2013	2/1/2013	4/14/2013	4/13/2013	4/13/2013	4/13/2013	4/10/2013	4/10/2013	1/4/2013	12/21/2011	4/12/2013
CLM_ACCT_NBR ISS_DT 9 4/15/2	တ	7	9	က	o	80	80	တ	-	-	တ	9	7	တ	5	9	-	သ
CHK_NBR_GRP_ID 11535036 AH	11535036 AE	11535036 AE	11535036 AE	11240313 AH	70253000 AH	91910110 AH	92107732 AH	92054120 AH	21392887 AH	21369754 AA	92093629 AE	92129679 AH	92150469 AH	11429683 AH	81203533 AH	21339752 AA	10651230 AH	92084368 AH
SRS_DESG_NBR QG	©	9	ত	9	9	9	9	9	9	9	9	9	90	9g	ge ge	0G	ge	0 0
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	632 \$	632 \$	632 \$	632 \$	632 \$	632 \$	632 \$	632 \$	632 \$	632 \$	632 \$	632 \$	632 \$	632 \$	632 \$	632 \$	632 \$	632 \$ (
	701254	701254	701254	701254	701254	701254	701254	701254	701254	701254	701254	701254	701254	701254	701254	701254	701254	701254

922,180.96

Travis County Hospital and Insurance Fund - County Employees

UHC Payments Deemed Not Reimbursable

For the payment week ending: 04/30/2013

CONTR_# TRANS_AMT SRS CHK_#

CLAIM GRP ACCT# ISS_DATE

TRANS CODE TRANS_DATE

Total:

\$0.00

Travis County - Employee Health Benefits Fund (8956)

Journal Entry for the Reimbursement to United Health Care

For the payment week ending: 04/18/2013

Туре	EE/RR	Cost Center	G/L Account		ransaction Amount	
СЕРО	EE	1110068956	516010	\$	68,609.70	
	RR	1110068956	516110	\$	7,899.07	
			Total CEPO			\$ 76,508.77
EPO	EE	1110068956	516030	\$	255,482.59	
	RR	1110068956	516130	\$	23,609.49	
			Total EPO			\$ 279,092.08
PPO	EE	1110068956	516020	\$	499,476.00	
	RR	1110068956	516120	\$	67,104.11	
			Total PPO			\$ 566,580.11
			Grand Total	8		\$ 922,180.96



Travis County Commissioners Court Agenda Request

Meeting Date: 4/30/13

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

Elected/Appointed Official/Dept. Head: Leslie Browder, 854-9106

Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE:

Consider and take appropriate action on the following items for Human Resources Management Department:

Proposed routine personnel amendments.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Attached are Personnel Amendments for Commissioners Court approval.

Routine Personnel Actions – Pages 2 – 7.

If you have any questions or comments, please contact 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 Leslie Browder, Planning and Budget Office, 854-9106

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials should be submitted as a pdf to the County Judge's office, agenda@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

April 30, 2013

ITEM#

DATE:

April 19, 2013

TO:

Samuel T. Biscoe, County Judge

Ron Davis, Commissioner, Precinct 1

Sarah Eckhardt, Commissioner, Precinct 2 Gerald Daugherty, Commissioner, Pct. 3 Margaret Gomez, Commissioner, Precinct 4

VIA:

Leslie Browder, County Executive, Planning and Budget Jon Joseph

Brown

FROM:

Todd L. Osburn, Compensation Manager, HRMD

120

SUBJECT:

Weekly Personnel Amendments

Attached are Personnel Amendments for Commissioners Court approval.

Routine Personnel Actions - Pages 2 - 7.

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

LB/TLO

Attachments

cc: Plan

Planning and Budget Department

County Auditor

County Auditor-Payroll (Certified copy)

County Clerk (Certified copy)

Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	CURRENT Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate	New Personnel Area	NEW Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate
New Hire	New Hire	04/15/2013	N/A	N/A	1700 - Transportation and Nat Rsrc	30050454 / Park Ranger / 1 - Regular / 02 - Full Time Non- Exempt / GRD60 / 01 / \$49,686.62
New Hire	New Hire	04/15/2013	N/A	N/A	1700 - Transportation and Nat Rsrc	30004790 / Park Ranger / 1 - Regular / 02 - Full Time Non-Exempt / GRD60 / 05 / \$53,782.35
New Hire	New Hire	04/08/2013	N/A	N/A	1850 - Health and Human Sv and Vet Sv	30050826 / Office Specialist / 2 - Temporary / 06 - Hourly - No Bnf / GRD12 / 00 / \$14.40
New Hire	New Hire	04/15/2013	N/A	N/A	3150 - County Clerk	30006669 / Elections Operations Cler / 2 - Temporary / 06 - Hourly - No Bnf / NCF01 / 00 / \$14.00
New Hire	New Hire	04/16/2013	N/A	N/A	3150 - County Clerk	30006696 / Elections Operations Cler / 2 - Temporary / 06 - Hourly - No Bnf / NCF01 / 00 / \$14.00
New Hire	New Hire	04/15/2013	N/A	N/A	3150 - County Clerk	30006190 / Elections Operations Cler / 2 - Temporary / 06 - Hourly - No Bnf / NCF01 / 00 / \$14.00

Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	CURRENT Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate	New Personnel Area	NEW Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate
New Hire	New Hire	04/15/2013	N/A	N/A	3150 - County Clerk	30006235 / Elections Operations Cler / 2 - Temporary / 06 - Hourly - No Bnf / NCF01 / 00 / \$14.00
New Hire	New Hire	04/15/2013	N/A	N/A	3325 - Criminal Courts	30001592 / Judicial Aide / 2 - Temporary / 05 - Hourly - Retmt / GRD16 / 00 / \$17.80
New Hire	New Hire	04/16/2013	N/A	N/A	3650 - Juvenile Probation	30050578 / Housekeeper / 2 - Temporary / 05 - Hourly - Retmt / GRD07 / 00 / \$9.69
Re-Hire	Re-Hire	04/15/2013	N/A	N/A	3325 - Criminal Courts	30001571 / Court Bailiff / 2 - Temporary / 05 - Hourly - Retmt / GRD11 / 00 / \$12.71
Mobility	Career Ladder	04/02/2013	3500 - Sheriff	30006039 / Cadet / 1 - Regular / 02 - Full Time Non- Exempt / GRD80 / 01 / \$38,919.50	3500 - Sheriff	30006039 / Corrections Officer / 1 - Regular / 02 - Full Time Non-Exempt / GRD81 / 01 / \$44,368.27
Mobility	Career Ladder	04/02/2013	3500 - Sheriff	30006035 / Cadet / 1 - Regular / 02 - Full Time Non- Exempt / GRD80 / 01 / \$38,919.50	3500 - Sheriff	30006035 / Corrections Officer / 1 - Regular / 02 - Full Time Non-Exempt / GRD81 / 01 / \$44,368.27
Mobility	Career Ladder	02/26/2013	3500 - Sheriff	30003406 / Law Enforcement Sheriff Deputy / 1 - Regular / 02 - Full Time Non-Exempt / GRD72 / 05 / \$56,613.02	3500 - Sheriff	30003406 / Law Enforcement Sheriff Deputy Sr / 1 - Regular / 02 - Full Time Non- Exempt / GRD74 / 05 / \$61,531.81



Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	CURRENT Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate	New Personnel Area	NEW Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate
Mobility	Career Ladder	04/02/2013	3500 - Sheriff	30006038 / Cadet / 1 - Regular / 02 - Full Time Non- Exempt / GRD80 / 01 / \$38,919.50	3500 - Sheriff	30006038 / Corrections Officer / 1 - Regular / 02 - Full Time Non-Exempt / GRD81 / 01 / \$44,368.27
Mobility	Career Ladder	04/02/2013	3500 - Sheriff	30006036 / Cadet / 1 - Regular / 02 - Full Time Non- Exempt / GRD80 / 01 / \$38,919.50	3500 - Sheriff	30006036 / Corrections Officer / 1 - Regular / 02 - Full Time Non-Exempt / GRD81 / 01 / \$44,368.27
Mobility	Career Ladder	04/02/2013	3500 - Sheriff	30006042 / Cadet / 1 - Regular / 02 - Full Time Non- Exempt / GRD80 / 01 / \$38,919.50	3500 - Sheriff	30006042 / Corrections Officer / 1 - Regular / 02 - Full Time Non-Exempt / GRD81 / 01 / \$44,368.27
Mobility	Career Ladder	04/16/2013	3650 - Juvenile Probation	30004256 / Juvenile Detention Officer I / 1 - Regular / 02 - Full Time Non- Exempt / GRD13 / 00 / \$30,395.66	3650 - Juvenile Probation	30004256 / Juvenile Detention Officer II / 1 - Regular / 02 - Full Time Non- Exempt / GRD14 / 00 / \$32,345.46
Mobility	Career Ladder	04/16/2013	3650 - Juvenile Probation	30004249 / Juvenile Detention Officer I / 1 - Regular / 02 - Full Time Non- Exempt / GRD13 / 00 / \$32,101.26	3650 - Juvenile Probation	30004249 / Juvenile Detention Officer II / 1 - Regular / 02 - Full Time Non- Exempt / GRD14 / 00 / \$33,706.32
Mobility	Career Ladder	04/16/2013	3650 - Juvenile Probation	30004178 / Juvenile Detention Officer I / 1 - Regular / 02 - Full Time Non- Exempt / GRD13 / 00 / \$30,395.66	3650 - Juvenile Probation	30004178 / Juvenile Detention Officer II / 1 - Regular / 02 - Full Time Non- Exempt / GRD14 / 00 / \$32,345.46

Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	CURRENT Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate	New Personnel Area	NEW Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate
Mobility	Interdpt Change	05/01/2013	3500 - Sheriff	30003010 / Office Specialist Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / Probation 00 / \$36,695.78	3650 - Juvenile Probation	30003980 / Court Clerk I / 1 - Regular / 02 - Full Time Non- Exempt / GRD13 / 00 / \$36,695.78
Mobility	Promotion	04/15/2013	3150 - County Clerk	30006311 / Elections Early Voting Clerk 6 / 2 - Temporary / 06 - Hourly - No Bnf / NCF01 / 00 / \$10.00	3150 - County Clerk	30006794 / Elections Operations Clerk III 10 / 2 - Temporary / 06 - Hourly - No Bnf / NCF01 / 00 / \$14.00
Mobility	Promotion	04/15/2013	3150 - County Clerk	30006365 / Elections Early Voting Clerk 6 / 2 - Temporary / 06 - Hourly - No Bnf / NCF01 / 00 / \$10.00	3150 - County Clerk	30006306 / Elections Operations Clerk III 10 / 2 - Temporary / 06 - Hourly - No Bnf / NCF01 / 00 / \$14.00
Mobility	Promotion	04/09/2013	3200 - District Clerk	30001082 / Court Clerk I / 1 - Regular / 02 - Full Time Non- Exempt / GRD13 / 00 / \$32,880.79	3200 - District Clerk	30001075 / Court Clerk II / 1 - Regular / 02 - Full Time Non- Exempt / GRD15 / 00 / \$35,909.04
Mobility	Promotion	04/22/2013	3325 - Criminal Courts	30001568 / Court Services Mgmt Adm Coord / 1 - Regular / 01 - Full Time Exempt / GRD18 / 00 / \$57,239.72	3325 - Criminal Courts	30001580 / Planner Mgmt Research Specialist Sr / 1 - Regular / 01 - Full Time Exempt / GRD19 / 00 / \$60,101.70
Mobility	Promotion	04/16/2013	3650 - Juvenile Probation	30004032 / Juvenile Probation Officer II / 1 - Regular / 02 - Full Time Non- Exempt / GRD16 / 00 / \$40,379.66	3650 - Juvenile Probation	30004046 / Juvenile Probation Officer III / 1 - Regular / 02 - Full Time Non- Exempt / GRD17 / 00 / \$42,398.64



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	Action	Action		INJUNE OF THE PROPERTY OF THE		NEW
Action Type		10n3Y	Current Personnel	Position / Position Itle /	New Personnel	Position / Position Title /
Description		Effective	Area	Employee Group /	Area	Employee Group /
	Description	Date		Employee Subgroup /	5	Employee Subgroup /
				30006446 / Edulipmont		Societé /M.
	Roclaceificat		1700 -		1700 -	Soudo I I S / Mechanic Lead /
Mobility	\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	04/01/2013	Transportation and	Mechanic / 1 - Regular / 02 -	Transportation and	1 - Regular / 02 - Full Time
	uo			Full Time Non-Exempt /	Nat Rero	Non-Exempt / GRD16 / 00 /
				GRD15 / 00 / \$41,651.17	ואמר ויסוס	\$43,733.73
			1700 -	30005125 / Equipment	1700 -	30005125 / Mechanic Lead /
Mobility	Reclassificat 04/01/2013	04/01/2013	Transportation and	Mechanic / 1 - Regular / 02 -	Transportation and	1 - Regular / 02 - Full Time
•	Ion		Nat Rsrc	Full Time Non-Exempt /	Nat Rem	Non-Exempt / GRD16 / 00 /
				GRD15 / 00 / \$41,651.17	ואמו ויפור	\$43,733.73
	-		1700 -	30005132 / Automotive	4700	30005132 / Mechanic Lead /
Mobility	Reclassificat	04/01/2013	Transnortation and	Mechanic / 1 - Regular / 02 -	Transportation and	1 - Regular / 02 - Full Time
	ion		Not Doro	Full Time Non-Exempt /	I fallsportation and	Non-Exempt / GRD16 / 00 /
			INAL RSIC	GRD14 / 00 / \$37,396.11	Nat Ksrc	\$40,352.00
	,		AND STATE OF THE S	30001619 / Court Clerk I / 1 -		30001619 / Court Clerk II / 1 -
Mobility	Reclassificat	04/17/2013	3400 - Justice of the	Non-	3400 - Justice of the	Regular / 02 - Full Time Non-
(magnet	ion	6102/11/20	Peace Pct 1	Exempt / GRD13 / 00 /	Peace Pct 1	Exempt / GRD15 / 00 /
				\$34,777.60		\$38,777.60
	Salary/Houri			30001079 / Court Clerk II / 1 -		
	v Rate	04/05/2013	3200 - District Clerk	Non-	3200 - District Clerk	GRD15 / 00 / \$41 215 71
Change	Change			RD15 / 00 /		
				#28,080.81		
	Salary/Hourl			30001113 / Court Clerk I / 1 -		
Change	y Rate	04/16/2013	3200 - District Clerk	Regular / UZ - Full Time Non-	3200 - District Clerk	3200 - District Clerk GRD13 / 00 / \$35,724.83
	Change			\$34 524 83	100	
				00:470'50		
	Salan/Hour			30001618 / Court Clerk I / 1 -		
Salary	y Rate	04/16/2013	3400 - Justice of the Peace Pct 1	Regular / 02 - Full Time Non-	3400 - Justice of the	GRD13 / 00 / \$36,482.97
	Change					
Tale Tales			Ž			



Employee Group / Employee Subgroup /	Emp Emp ade /		sonnel
Grade / Level / Salary/Rate			
30001615 / Court Clerk I / 1 - Regular / 02 - Full Time Non- Exempt / GRD13 / 00 / \$30,238.83	01615, gular / 0 empt / G	ce of the	30001615, 3400 - Justice of the Regular / 0 Exempt / C \$30,238.83

BY ORDER OF THE COMMISSIONERS COURT, THE PRECEDING PERSONNEL AMENDMENTS ARE APPROVED.

Sarah Eckhardt, Commissioner, Pct. 2 Ron Davis, Commissioner, Pct. 1

Samuel T. Biscoe, County Judge

Gerald Daugherty, Commissioner, Pct. 3

Margaret Gomez, Commissioner, Pct. 4



Travis County Commissioners Court Agenda Request

Meeting Date: April 23, 2013

Prepared By/Phone Number: Kent Hubbard, 854-6458 Elected/Appointed Official/Dept. Head: Cyd V. Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language:

DECLARE USED GLOCK MODEL 17 PISTOLS AS SURPLUS AND AUTHORIZE TRADE-IN FOR PURCHASE OF NEW GLOCK MODEL 17, PURSUANT TO SECTION 263.152(A)(2) OF THE TEXAS LOCAL GOVERNMENT CODE.

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

Travis County Sheriff's Office has forty (40) Glock 17-9mm firearms that are Travis County fixed assets. TCSO is requesting that these firearms be included in a firearms trade-in with GT Distributors, Inc. (GT) for forty (40) new firearms. The resulting trade-in will be an even monetary exchange. The trade-in firearms will be replaced with new Glock 17–9mm firearms that will have night sight capability.

The firearms traded to GT will be refurbished. GT will sell the referenced firearms to other Law Enforcement Agencies or Law Enforcement Personnel, not to the general public.

Inventory of existing Glock Model 17s from SAP inventory attached.



Asset Master Record Detail Report

Data Warehouse Last Refresh: 04/10/2013 02:41:39 AM

Asset Desc	S/N	Vin #	Equip #	Cap Date	Asset (SAP) #	Inventory (tag) #	Resp Cost Center - Dept	Location Key	Location	Room	Employee	 quisition Value
GUN:GLOCK 17:9MM	PMP632	#	#	1/27/2011	1030080	#	1370440001	TCCC	3614 Bill Price-Del Valle	BLDG 310	MICHAEL R FRASHER	\$ 362.00
GUN:GLOCK 17:9MM	PMP694	#	#	1/27/2011	1030034	#	1370440001	TCCC	3614 Bill Price-Del Valle	BLDG 310	MICHAEL R FRASHER	\$ 362.00
GUN:GLOCK 17:9MM	PMP695	#	#	1/27/2011	1030035	#	1370320111	CJC	509 W 11th Street-CJC	1ST FL	ANDREW J HOFFMAN	\$ 362.00
GUN:GLOCK 17:9MM	PMP696	#	#	1/27/2011	1030036	#	1370440001	TCCC	3614 Bill Price-Del Valle	BLDG 310	MICHAEL R FRASHER	\$ 362.00
GUN:GLOCK 17:9MM	PMP697	#	#	1/27/2011	1030037	#	1370440001	TCCC	3614 Bill Price-Del Valle	TRAINING	IAN COLIN DRISCOLL	\$ 362.00
GUN:GLOCK 17:9MM	PMP698	#	#	1/27/2011	1030038	#	1370440001	TCCC	3614 Bill Price-Del Valle	BLDG 310	MICHAEL R FRASHER	\$ 362.00
GUN:GLOCK 17:9MM	PMP700	#	#	1/27/2011	1030040	#	1370440001	TCCC	3614 Bill Price-Del Valle	TRAINING	Not assigned	\$ 362.00
GUN:GLOCK 17:9MM	PMP701	#	#	1/27/2011	1030041	#	1370440001	TCCC	3614 Bill Price-Del Valle	TRAINING	Not assigned	\$ 362.00
GUN:GLOCK 17:9MM	PMP702	#	#	1/27/2011	1030042	#	1370440001	TCCC	3614 Bill Price-Del Valle	TRAINING	Not assigned	\$ 362.00
GUN:GLOCK 17:9MM	PMP703	#	#	1/27/2011	1030043	#	1370440001	TCCC	3614 Bill Price-Del Valle	TRAINING	Not assigned	\$ 362.00
GUN:GLOCK 17:9MM	PMP704	#	#	1/27/2011	1030044	#	1370440001	TCCC	3614 Bill Price-Del Valle	TRAINING	Not assigned	\$ 362.00
GUN:GLOCK 17:9MM	PMP705	#	#	1/27/2011	1030045	#	1370440001	TCCC	3614 Bill Price-Del Valle	TRAINING	Not assigned	\$ 362.00
GUN:GLOCK 17:9MM	PMP706	#	#	1/27/2011	1030046	#	1370440001	TCCC	3614 Bill Price-Del Valle	TRAINING	Not assigned	\$ 362.00
GUN:GLOCK 17:9MM	PMP707	#	#	1/27/2011	1030047	#	1370440001	TCCC	3614 Bill Price-Del Valle	TRAINING	Not assigned	\$ 362.00
GUN:GLOCK 17:9MM	PMP708	#	#	1/27/2011	1030048	#	1370440001	TCCC	3614 Bill Price-Del Valle	TRAINING	Not assigned	\$ 362.00
GUN:GLOCK 17:9MM	PMP709	#	#	1/27/2011	1030049	#	1370440001	TCCC	3614 Bill Price-Del Valle	TRAINING	Not assigned	\$ 362.00
GUN:GLOCK 17:9MM	PMP710	#	#	1/27/2011	1030050	#	1370440001	TCCC	3614 Bill Price-Del Valle	BLDG 310	MICHAEL R FRASHER	\$ 362.00
GUN:GLOCK 17:9MM	PMP711	#	#	1/27/2011	1030051	#	1370440001	TCCC	3614 Bill Price-Del Valle	BLDG 310	MICHAEL R FRASHER	\$ 362.00
GUN:GLOCK 17:9MM	PMP712	#	#	1/27/2011	1030052	#	1370440001	TCCC	3614 Bill Price-Del Valle	BLDG 310	MICHAEL R FRASHER	\$ 362.00
GUN:GLOCK 17:9MM	PMP713	#	#	1/27/2011	1030053	#	1370440001	TCCC	3614 Bill Price-Del Valle	BLDG 310	MICHAEL R FRASHER	\$ 362.00
GUN:GLOCK 17:9MM	PMP714	#	#	1/27/2011	1030054	#	1370440001	TCCC	3614 Bill Price-Del Valle	BLDG 310	MICHAEL R FRASHER	\$ 362.00
GUN:GLOCK 17:9MM	PMP715	#	#	1/27/2011	1030055	#	1370440001	TCCC	3614 Bill Price-Del Valle	BLDG 310	MICHAEL R FRASHER	\$ 362.00
GUN:GLOCK 17:9MM	PMP716	#	#	1/27/2011	1030056	#	1370440001	TCCC	3614 Bill Price-Del Valle	BLDG 310	MICHAEL R FRASHER	\$ 362.00
GUN:GLOCK 17:9MM	PMP717	#	#	1/27/2011	1030057	#	1370440001	TCCC	3614 Bill Price-Del Valle	BLDG 310	MICHAEL R FRASHER	\$ 362.00
GUN:GLOCK 17:9MM	PMP718	#	#	1/27/2011	1030058	#	1370440001	TCCC	3614 Bill Price-Del Valle	BLDG 310	MICHAEL R FRASHER	\$ 362.00
GUN:GLOCK 17:9MM	PMP719	#	#	1/27/2011	1030059	#	1370440001	TCCC	3614 Bill Price-Del Valle	BLDG 310	MICHAEL R FRASHER	\$ 362.00
GUN:GLOCK 17:9MM	PMP720	#	#	1/27/2011	1030060	#	1370440001	TCCC	3614 Bill Price-Del Valle	BLDG 310	MICHAEL R FRASHER	\$ 362.00
GUN:GLOCK 17:9MM	PMP721	#	#	1/27/2011	1030061	#	1370440001	TCCC	3614 Bill Price-Del Valle	BLDG 310	MICHAEL R FRASHER	\$ 362.00
GUN:GLOCK 17:9MM	PMP722	#	#	1/27/2011	1030063	#	1370440001	TCCC	3614 Bill Price-Del Valle	BLDG 310	MICHAEL R FRASHER	\$ 362.00
GUN:GLOCK 17:9MM	PMP723	#	#	1/27/2011	1030064	#	1370440001	TCCC	3614 Bill Price-Del Valle	BLDG 310	MICHAEL R FRASHER	\$ 362.00
GUN:GLOCK 17:9MM	PMP724	#	#	1/27/2011	1030066	#	1370440001	TCCC	3614 Bill Price-Del Valle	BLDG 310	MICHAEL R FRASHER	\$ 362.00
GUN:GLOCK 17:9MM	PMP725	#	#	1/27/2011	1030067	#	1370440001	TCCC	3614 Bill Price-Del Valle	BLDG 310	MICHAEL R FRASHER	\$ 362.00
GUN:GLOCK 17:9MM	PMP726	#	#	1/27/2011	1030062	#	1370440001	TCCC	3614 Bill Price-Del Valle	BLDG 310	MICHAEL R FRASHER	\$ 362.00
GUN:GLOCK 17:9MM	PMP727	#	#	1/27/2011	1030065	#	1370440001	TCCC	3614 Bill Price-Del Valle	BLDG 310	MICHAEL R FRASHER	\$ 362.00
GUN:GLOCK 17:9MM	PMP728	#	#	1/27/2011	1030068	#	1370440001	TCCC	3614 Bill Price-Del Valle	BLDG 310	MICHAEL R FRASHER	\$ 362.00
GUN:GLOCK 17:9MM	PMP729	#	#	1/27/2011	1030069	#	1370440001	TCCC	3614 Bill Price-Del Valle	BLDG 310	MICHAEL R FRASHER	\$ 362.00
GUN:GLOCK 17:9MM	PMP730	#	#	1/27/2011	1030070	#	1370440001	TCCC	3614 Bill Price-Del Valle	BLDG 310	MICHAEL R FRASHER	\$ 362.00
GUN:GLOCK 17:9MM	PMP731	#	#	1/27/2011	1030071	#	1370440001	TCCC	3614 Bill Price-Del Valle	BLDG 310	MICHAEL R FRASHER	\$ 362.00
GUN:GLOCK 17:9MM	PMP732	#	#	1/27/2011	1030072	#	1370440001	TCCC	3614 Bill Price-Del Valle	BLDG 310	MICHAEL R FRASHER	\$ 362.00
GUN:GLOCK 17:9MM	PMP733	#	#	1/27/2011	1030073	#	1370440001	TCCC	3614 Bill Price-Del Valle	BLDG 310	MICHAEL R FRASHER	\$ 362.00

JAMES N. SYLVESTER Chief Deputy



P.O. Box 1748 Austin, Texas 78767 (512) 854-9770 www.tcsheriff.org PHYLISS CLAIR Major - Law Enforcement

DARREN LONG Major - Corrections

MARK SAWA

Major - Administration & Support

MEMORANDUM

To: Bonnie Floyd, Assistant Purchasing Agent

Nancy Barchus, Purchasing Agent

From: Lt. William Poole, TCSO Training Director

Deputy Michael Frasher, TCSO Range Master

Through: Linda Hollis, TCSO Accountant Associate

Date: April 01, 2013

Subject: Weapons Trade

Travis County Sheriff's Office has 40- Glock 17-9mm Weapons that are Travis County Property. TCSO is requesting that the 40 County weapons be in included in a weapons trade with GT Distributors, Inc for 40 new weapons.

The resulting trade will be an even exchange. The 40 County weapons will be replaced with 40 new Glock 17–9mm weapons that will have Night Sight Vision capability.

The Sheriff's Office requests that these 40 Weapons be declared as Surplus Property.

The 40 County weapons traded to GT Distributors will be refurbished. GT's will sell the referenced weapons to other Law Enforcement Agencies or Law Enforcement Personnel, not to the General Public.

Please see attachment with Serial Numbers listed for the 40 Weapons referenced in this trade Request.

Attachment (1)

cc: Major Mark Sawa cc: Maria Wedhorn cc: Paul Matthews



Safety, Integrity, Tradition of Service



Travis County Commissioners Court Agenda Request

Meeting Date: April 30, 2013

Prepared By/Phone Number: Lori Clyde/854-4205 Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: APPROVE MODIFICATION NO. 7 TO CONTRACT NO. 4400000427 (H.T.E. CONTRACT NO. LA110090LC), CYRUS NETWORKS, LLC, FOR DATA CENTER LEASE SPACE.

➤ 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.

In January 2010, Commissioners Court approved a contract for colocation space for BEFIT which included Monthly Recurring Charges and Non-Recurring Charges. In December 2011, Commissioners Court approved Modification No. 1 for additional lease space at CyrusOne. As part of Modification No. 1, Travis County allocated a not-to-exceed limit of \$100,000 for Non-Recurring Charges which included adding additional power circuits, build out of an office area, running fiber to designated areas and installing cages. The total cost to date is \$60,680.00.

ITS began the physical move of the Data Center in FY13. During a recent inspection by TCSO staff, it was brought to ITS's attention that CJIS regulations require the cages to extend from the floor to the ceiling for both the BEFIT area and the Data Center location. ITS internally funded the additional cage requirements for both locations at an additional cost of \$43,810.00, which exceeded the NTE amount.

Since ITS will continue to place additional equipment in the space, they recommend increasing the NTE amount by \$30,000 for other Non-Recurring Charges to cover any additional requirements.

	Contract Expenditures: been spent against this co	Within the last 12 months \$942,590.00 has ontract.
>	Contract Modification In Modification Amount: Modification Type: Modification Period:	formation: \$30,000.00 Increase Not-to-exceed limit to \$130,000 FY13
>	Funding Information: ☐ Funds Reservation #: ☐ Funding Account(s): ☐ Comments:	300000224

TRAVIS COUNTY INFORMATION TECHNOLOGY SERVICES Tanya Acevedo, Interim Chief Information Officer

700 Lavaca · Suite 501A· Austin, TX 78701 · (512) 854-9666 · Fax (512) 854-4401

Travis County Courthouse, Austin, Texas

Date:

April 2, 2013

TO:

Cyd V. Grimes, C.P.M. - Travis County Purchasing Agent

THROUGH: Tanya Acevedo, Interim Chief Information Officer

FROM:

Walter LaGrone, Information Technology Director

SUBJECT:

Request to Modify NTE Amount for the Data Center Lease Space Contract No.

4400000427

Proposed Motion:

To modify the not-to-exceed (NTE) amount for the Data Center Lease Space contract for setup costs. from \$100,000 to \$150,000. \$130,000

Summary & Staff Recommendation:

ITS is recommending Court approval for a modification to the NTE amount for setup costs so that staff can continue to work with Cyrus Networks to make necessary modifications required to move the data center.

Budgetary and Fiscal Impact:

The total impact of this modification is an increase of \$50,000. These funds are partially encumbered under Fund Reservation No. 300000224 using the following cost center and GL accounts:

> 112-007-0001 511810 112-007-0001 510070

Hardware / Software Install Services Computer Equipment & Peripherals

530,000 RL for WS

Additional funding will come from 112-004-0001 511900 Other Services.

Background:

ITS began the physical move of the Data Center in FY13. In preparation for the move we have required various modifications to the site such as adding additional power circuits, build out of an office area, running fiber to designated areas and installing cages. The cost of these modifications to date total \$60,680.36.

During a recent inspection by TCSO staff, it was brought to our attention that CJIS regulations require the cages to extend from the floor to the ceiling at both the Montopolis location and the BEFIT location on Ben White. ITS internally funded the additional cage requirements for both locations at an additional cost of \$43,809.60.

ITS is requesting to modify the contract in order to continue to request modifications to the site as needed and to stay within the contract NTE amount.

Required Authorizations:

LEGAL: Tenley Alredge, County Attorney's Office

PURCHASING: Lori Clyde BUDGET: Katie Gipson

Cc: Lori Clyde, Purchasing Department

Sheryl Holder, ITS Financial Services

MODIFICATION OF CONTRACT NUMBER: 4400000427 (LA110090LC) Data Center Lease Space									
Created 4-25-13 430p	PA	GE 1 OF 1 PAGES							
ISSUED BY: PURCHASING OFFICE 700 LAVACA, SUITE 800 AUSTIN, TX 78701	PURCHASING AGENT ASST: Lori Clyde TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: April 24, 2013							
ISSUED TO:	MODIFICATION NO.:	EXECUTED DATE OF ORIGINAL CONTRACT:							
Cyrus Networks, LLC d/b/a CyrusOne 4201 Southwest Freeway Houston, Texas 77027	7	December 21, 2010							
ORIGINAL CONTRACT TERM DATES: Februar	y 1, 2011 – January 31, 2016 CURRENT CONTRACT TERM Da	ATES: <u>February 1, 2011 – January 31, 2016</u>							
FOR TRAVIS COUNTY INTERNAL USE ONLY									
Original Contract Amount: \$245,350.00	Current Modified Amount \$1,229,192.84.								
DESCRIPTION OF CHANGES: Except as modified, remain unchanged and in full force a	provided herein, all terms, conditions, and provisions of the doc nd effect.	ument referenced above as heretofore							
exclusive use of a colocation spa	s contract, Cyrus Networks, L.L.C. initially grance, of 360 square feet, in its facilities and in exch Non-Recurring Charges for additional services related	ange Customer agreed to pay							
	additional 1500 square feet as a second colocation spreamer of the Recurring Charges and Non-Recurring Charges, and								
	the additional square feet, Customer designated an- time start-up costs related to Customer Equipme tember 30, 2012, and								
during Customer's fiscal year er	and will continue to place additional Customer Equading September 30, 2013, and thereafter, to whe ded for the additional Customer Equipment apply,								
	tes a limit of \$30,000 for Non-Recurring Charges repace during Customer's fiscal year ending September in subsequent fiscal year.								
Note to Vendor: [] Complete and execute (sign) your portion of to [X] DO NOT execute and return to Travis Court	he signature block section below for all copies and return all signed	copies to Travis County.							
LEGAL BUSINESS NAME:		□ DBA							
		☐ CORPORATION							
BY: SIGNATURE		□ OTHER							
BY:		DATE:							
TITLE:	PRINT NAME								
ITS DULY AUTHORIZED AGENT									
TRAVIS COUNTY, TEXAS DATE:									
BY:CYD V. GRIMES, C.P.M., CPPO, TRAVIS CO	UNTY PURCHASING AGENT								
TRAVIS COUNTY, TEXAS		DATE:							

BY:_____SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE

Item 20

TRANSPORTATION AND NATURAL RESOURCES

STEVEN M. MANILLA, P.E., COUNTY EXECUTIVE, TNR

700 Lavaca Street-5th Floor Travis County Administration Building PO Box 1748 Austin, Texas 78767 Phone: (512) 854-9383 Fax: (512) 854-4697

February 4, 2013

MEMORANDUM

TO:

Marvin Brice, C.P.P.B., Assistant Purchasing Agent

FROM:

Steve Manilla, PAE., County Executive, TNR

SUBJECT:

Milton Reimers Ranch Park, Precinct 3

Construction Change Order #13 Contract No. 440000074

The following information is provided for your use in preparing a request to Commissioners Court for the approval of Construction Change Order No.13 for the Milton Reimer's Ranch Park project. Please contact Chiddi N'Jie at 854-7585 if you have any question or need further information.

Proposed Motion:

Consider and take appropriate action on a request to approve the Construction Change Order No. 13 for the Milton Reimers Ranch Park project in Precinct 3.

Summary and Staff Recommendations:

Milton Reimers Ranch Park is a voter approved bond project. In August 2006 Travis County entered into a Professional Service Agreement with Land Design Partners, Inc. to do the Master Planning and Conservation Development Study for the park. This agreement was modified in November 2007 to include Design, Bidding and Construction Phase services for the recommended park improvements. In August 2010, the construction documents were completed and the construction contract was awarded to STR Constructors, Ltd. through a competitive bidding process. The current construction contract amount is \$5,531,528.58. With this change order amount of \$13,378.26, the new contract amount will be \$5,544,906.84.

Budgetary and Fiscal Impact

Funding for this construction contract is from the 2001 and 2005 bond funds and the Urban Outdoor Recreation Grant from the Texas Parks and Wildlife Department. Sources of funding required for this change order is provided in the following:

Fund Reservation: 0300000492

Fund: 4039

Fund Center: 1490220000

I/O: 600017 G/L: 522030

Background:

Milton Reimers Ranch Park is a 2,421 acre rural park located at 23610-B Hamilton Pool Road. Proposed improvements for the park consist of a deceleration lane off Hamilton Pool Road, existing park road improvements, five separate parking lots of various sizes, a maintenance facility building, restrooms/shower facilities, and shade structures. Utility improvements include water, sanitary, and electrical components. Amenities include hike, bike, and multi-use trails, sidewalks, site walls (retaining and free standing walls), fencing (decorative and security), native plants (trees, shrubs, grasses), park signage (monument, interpretive, way finding, identification), entrance sign, vehicular gates and other site amenities. Utility services are to be provided by PEC and SW Bell.

Required Authorizations:

TNR Financial: Cynthia McDonald

Purchasing: Cyd Grimes

PBO: Jessica Rio

Attachments:

- 1. Exhibit "A"-----Project Location Map
- 2. Exhibit "B" -----Change Order Request
 - i. Change Order Form
 - ii. Change Order Log

CC:

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

Lee Perry, Buyer

TNR Parks: Charles Bergh, Robert Armistead

TNR Financial Services: Cynthia McDonald, Donna Williams-Jones, Tawana Gardner

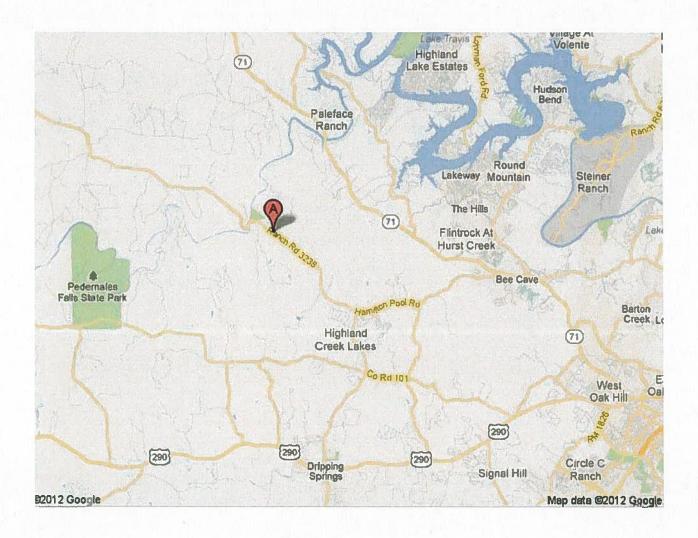
TNR Public Works: Steve Sun, Chiddi N'Jie

Central Files: 3110/Reimer's Ranch/Construction\CO

E:\njiec\Documents\Projects2\Reimer's Ranch\Construction\CO\Memo 2-4-13 Change Order #13 STR.docx

REIMER'S RANCH

Location Map



TRAVIS COUNTY - TNR CHANGE ORDER REQUEST FORM CHANGE ORDER NO.13

Contract No.:

10K00250LP

Project Name: Milton Reimers Ranch Park

Contractor: STR Constructors, Ltd

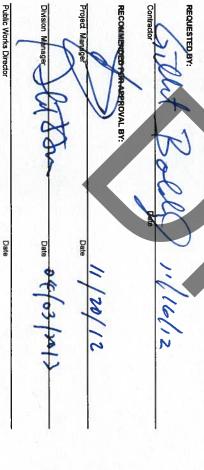
Change Order Description:
Misc field changes as listed

This change order is requested for the following reason(s):

Design changes in field

			K		40 070 00	TOTAL S
NET OVERRUN(UNDERRUN)					s(\$) s(\$)	Materials(\$) Services(\$)
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86	13,378.26				TOTAL	
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7						
141 10.86	1531.26	10.86	141.00	두	Add 18" much roll at 2 locations in spoil area (directed by Engineer)	CO 12-5
1 8863	8863	8,863.00	1.00	LS	grading, rock riprap at culverts inlet2	CO 12-4
1 2984	2984	2,984.00	1.00	ſS	VFS retrofit: clearing, embankment, topsoil, emosion matting, seeding	CO 12-3
1 1984.92	1964.92	1964.92	1	EA	18" RCP 5:1 SET	CO 12-2
10 50.90	509.3	50.93	10	F	18" RCP	CO 12-1
QTY PRICE(S)	AMOUNT	PRICE(\$)	QTY	TYPE	DESCRIPTION	NO.
UNIT NEW	C.O.	TINU	C.O.	S	BID TIEM	

as the Contractor's duly appointed representative, on behalf of the Contra any event or circumstance arising from this Change Order, or I heraby waive any rights to seek additional funds or relief of any nature for



NOTICE to the CONTRACTOR:
This is your authority to proceed with this work at the rates named above.

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Date

TRAVIS COUNTY TUR CHANGE ORDER LOG

PROJECT NAME:

CONTRACTOR:

CONTRACT NUMBER:

ORIGINAL CONTRACT AMOUNT: \$ 3,799,911.18

言語を対する	きがい	· 大學 · · · · · · · · · · · · · · · · · ·	節以東京	国际	2007 Table	1000年	· · · · · · · · · · · · · · · · · · ·	新疆等图	13	12	11 d1	10	9	8	7	6	O1	4	G	bo			18年 18	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	はないまでいる	C.O.
								2	10/26/2012				12/14/2011	10/11/2011	6/28/2011	3/17/2011	3/2/2011	1/7/2011	12/8/2010	11/19/2010	10/20/2010				Section of the section	C.O. Date
								Propression of the second	10/26/2012 Miscelaneous final items	Misc	Miscelaneous items	Miscelaneous items	12/14/2011 Changes in plan quantities	10/11/2011 Changes in plan quantities	6/28/2011 Additions to park scope	3/17/2011 Additional Field item quantities	3/2/2011 Additional Field item quantities	1/7/2011 Additional Field item quantities	To adjust unit price for Pedestrain Trail (item #6) for 12/8/2010 the addition of clearing and grubbing	11/19/2010 For additional test well pilot hole	10/20/2010 quantities and modify roadway entrance					DESCRIPTION
		23.							13,378.26	74,604.00	78,460.00	130,359.20	66,439.94	15,787.23	539,613.36	98,357.86	72,563.00	388,029.03	80,052.50	11,890.00	175,460.89					\$+/(-)
		THE PERSON NAMED IN							1,744,995.66	1,731,617.40	1,657,013.40	1,578,553.40	1,448,193.81	1,381,753.87	1,365,966.64	826,353.28	727,995.42	655,432.42	267,403.39	187,350.89	175,460.89					CUMULATIVE C.O. AMOUNTS
		16,100			31-873				0.35%	1.96%	2.06%	3.43%	1.75%	0.42%	14.20%	2.59%	1.91%	10.21%	2.11%	0.31%	4.62%					(%)
					124				\$ 5,544,906.84	\$ 5,531,528.58	\$ 5,456,924.58	\$ 5,378,464.58	\$ 5,248,104.99	\$ 5,181,665.05	\$ 5,165,877.82	\$ 4,626,264.46	\$ 4,527,906.60	\$ 4,455,343.60	\$ 4,067,314.57	\$ 3,987,262.07	\$ 3,975,372.07	0 8 46				ADJUSTED CONTRACT AMOUNT
									45.92%	45.57%	43.61%	41.54%	38.11%	36.36%	35.95%	21.75%	19,16%	17.25%	7.04%	4.93%	4.62%		St. 52			CUM (%)
																										Time Extention Days +/(-)
																										Court/Purchasing Approval Date



Travis County Commissioners Court Agenda Request

Meeting Date: April 30, 2013

Prepared By/Phone Number: Kent Hubbard/854-6458 **Elected/Appointed Official/Dept. Head:** Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Pursuant to Texas Local Government Code, Section 263.152(a)(1), declare certain items surplus property and sell at public auction.

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

There is one capital asset included in the items to be auctioned. It is a plotter (printer) that no longer functions and is no longer maintained. The balance of the auction items are low value assets.



Asset Master Record Detail Report

Data Warehouse Last Refresh: 04/15/2013 02:43:19 AM

LOT	Asset # (0ASSET_MAIN) - Long Text	Inventory #	Asset #	Serial Number	Employee	Location	RCC	Ace	quisition Value
1	XEROX 8830 PRINTER	103504	1034944	8YG064678	Not assigned	TC Add to Online Auction	1150020001	\$	-
1	XEROX 7356 PRINTER	103505	1034945	3070278242	Not assigned	TC Add to Online Auction	1150020001	\$	-
3	BUN WARMER STAR	105904	1007345	3916	Not assigned	TC Add to Online Auction	1150020001	\$	560.08
3	STAR HOT DOG BROILER	140528	1025065	C3008966	Not assigned	TC Add to Online Auction	1150020001	\$	893.14
3	STAR HOT DOG BUN WARMER	138186	1015999	10922	Not assigned	TC Add to Online Auction	1150020001	\$	600.00
4	MOBLE VISION CAR VIDEO SYSTEM	137259	1026780	120887	Not assigned	TC Add to Online Auction	1150010001	\$	2,595.00
4	DV CAM AIPTEK DV4500	125075	1012204	BGM40175038	Not assigned	TC Add to Online Auction	1150010001	\$	149.99
4	MOBILE-VISION IN-CAR VIDEO SYSTEM	124964	1024257	120781	Not assigned	TC Add to Online Auction	1150010001	\$	2,595.00
4	MOBILE-VISION IN-CAR VIDEO SYSTEM	130621	1020906	119930	Not assigned	TC Add to Online Auction	1150010001	\$	2,595.00
4	MOBILE-VISION IN-CAR VIDEO SYSTEM	130610	1020904	119931	Not assigned	TC Add to Online Auction	1150010001	\$	2,595.00
4	CANON IP90 PRINTER	128897	1016143	FCVB52619	Not assigned	TC Add to Online Auction	1150020001	\$	209.27
5	HOBART GAS DOUBLE OVEN MODEL HGC5	N/A	N/A	481294900	N/A	TC Add to Online Auction	N/A		N/A
6	MODEL 227-CORNELIUS I SERIES CUBER & STORAGE BIN	109099	1007762	63P0227BC010	Not assigned	TC Add to Online Auction	1150020001	\$	1,833.50
7	MOBILE-SURVIELLANCE SYSTEM	N/A	N/A	N/A	N/A	TC Add to Online Auction	N/A		N/A
8	DIGITAL PATROLLER 3 IN 1 DIGITAL VIDEO SYSTEM	106127	1015834	109216	Not assigned	TC Add to Online Auction	1150020001	\$	4,495.00
8	PATROL CAR VIDEO SYSTEMS VCR	121490	1010317	106970	Not assigned	TC Add to Online Auction	1150020001	\$	587.80
8	CAMERA MOBILE VISION	87637	1008974	993384	Not assigned	TC Add to Online Auction	1150020001	\$	2,450.00



Asset Master Record Detail Report

Data Warehouse Last Refresh: 04/16/2013 02:44:58 AM

LOT	Inventory #	Asset # (0ASSET_MAIN) - Long Text	Room	Employee	Location	RCC	Asset #	Serial Number	Acquisition Value

Lot #2 104663 PLOTTER HP 5000 LOT#2 Not assigned TC Add to Online Auction 1150020001 1000718 SG1821400T \$ 10,125.00



Travis County Commissioners Court Agenda Request

Meeting Date: April 30, 2013

Prepared By/Phone Number: Kent Hubbard/854-6458 **Elected/Appointed Official/Dept. Head:** Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Pursuant to Texas Local Government Code, Section 263.152(a)(1), declare certain vehicles surplus property and sell at public auction.

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

There are a total of 105 vehicles and trailers to be auctioned. There are approximately 98 capital and 7 low value assets. Four capital vehicles were under insurance review by Risk Management (as indicated on the attached list). Based on their review, only one vehicle, a 2006 Honda Police motorcycle (tag #129606), will not be auctioned and will be claimed by insurance.



									1		1	
Asset Desc	S/N	VIN#	Cap Date	Asset (SAP) #	Inventory (tag) #	Equip #	Resp Cost Center - Dept	Location Key	Location	Room	Employee	Acquisition Value
TRUCK 86 GMC WRECKER W/TOW	#	1GDHC34W8GS507538	1/5/1987	1000079	57394	977	1490350000	BLUEBLUFF	6011 Blue Bluff	R&B LOT	ROY VELASQUEZ	31,104.20
1988 INTERNATIONAL DUMP TRUCK W/12-14 YARD BODY	#	1HTSHAARXRH584767	2/26/1988	1000086	67411	745	1490190001	BLUEBLUFF	6011 Blue Bluff	FLEETLOT	BRIAN KEITH CHERRY	37,260.00
VAN PLYMOUTH VOYAGER 1993	#	1P4GH44R8PX707285	12/6/1995	1000212	79348	1030	1120020001	GRANGER	314 W 11th-Granger Building	GARAGE	Not assigned	14,648.95
ROLLER PNEUMATIC TIRES 9-WHEEL	#	7ND00493	9/26/1995	1000201	79511	995	1490190001	BLUEBLUFF	6011 Blue Bluff	R&B LOT	JOHN W SMITH	42,607.99
VAN CARGO DODGE 1994	#	2B7HB21X1RK174529	7/1/1994	1000149	79977	1050	1140010001	SMITH	1600 Smith Rd	1ST FL	JOHN D FLOURNOY	12,844.00
JEEP CHEROKEE 1996	#	1J4FT28S6TL272231	7/29/1996	1000239	81028	1337	1580230001	BCP	Balcones Canyonland Prsv	#	ROSE M FARMER	17,656.99
TRAILER 50-TON LOW-BOY KAYLYN/SIEBERT	#	1K9E18340T1005270	11/1/1995	1000211	82008	948	1490190001	LOCKHARTHW	5412 Lockhart Hwy	PARKING	SYDNIA ANGELIQUE CROSBIE	32,610.00
TRUCK GMC 2500 1994	#	1GTFC24K8RZ552332	8/31/1993	1000121	83218	292	1490010001	BLUEBLUFF	6011 Blue Bluff	FLEET	VINCENT MORAIDA	15,920.00
ROLLER VIBRATORY STEEL & RUBBER W/PNEUMATIC WHEEL	#	5830	10/13/1994	1000187	83255	261	1490190001	SAT2	4501 N FM620	PARKING	SYDNIA ANGELIQUE CROSBIE	63,850.00
TRUCK GMC 4 1/2 TON DUMP	#	1GDKC34N9RJ524774	8/7/1986	1000074	83261	589	1490190001	SAT2	4501 N FM620	PARKING	SYDNIA ANGELIQUE CROSBIE	28,579.00
TRACTOR 85 HP W/15 FOOT ROTARY MOWER CASE IH424	#	4240RNCJJE0913068	8/22/1995	1000188	84757	951	1490190001	LOCKHARTHW	5412 Lockhart Hwy	PARKING	SYDNIA ANGELIQUE CROSBIE	27,704.99
ROLLER VIBRATORY CHAMPION 660	#	X100528X	12/5/1995	1000223	85825	1255	1490190001	BLUEBLUFF	6011 Blue Bluff	R&B LOT	BERNHARD DANIEL ZIEGER	66,573.00
PICKUP 3/4 TON CHEVY CHEYENE	#	1GCGK29R9WE243498	7/10/1998	1000391	93454	1652	1490350000	BCP	Balcones Canyonland Prsv	#	ROSE M FARMER	22,806.00
PICKUP GMC 1/2 TON EXTENDED CAB 1998	#	1GTEC19M8WE546341	5/19/1998	1000380	93494	1614	1140090001	SMITH	1600 Smith Rd	1ST FL	DENNIS J HALL	17,445.00
TRUCK 1-TON CHEVY PICKUP 1999	#	1GCGC33R3XF043000	2/22/1999	1000426	96395	1702	1490190001	JMORRIS	9301 Johnny Morris	PARKING	SYDNIA ANGELIQUE CROSBIE	23,101.81
PICKUP 3/4 TON DODGE EXTENDED CAB 1999	#	3B7KC23Z9XG229773	9/9/1999	1000457	96433	1752	1370750001	TCCC	3614 Bill Price-Del Valle	BLDG 110	LINDA BROOKS	18,907.00
EXTENDED CAB 1/2 TON PICKUP FORD 2000	#	1FTZX172XYNC23919	7/26/2000	1000493	100621	1871	1490010001	BLUEBLUFF	6011 Blue Bluff	FLEETLOT	MARK A SOBECK	17,632.00
DUMP TRUCK INTERNATIONAL 2001 (12YD)	#	1HTSHAAR21H367878	9/28/2000	1000510	100693	1885	1490190001	SAT2	4501 N FM620	PARKING	LESTER L LEHMAN	59,025.00
PICKUP 2000 FORD F250 CREW CAB; 7.3L DIESEL	#	3FTNW20F61MA12236	10/11/2000	1000515	100705	1896	1490310000	BLUEBLUFF	6011 Blue Bluff	GARAGE	MARK A SOBECK	26,106.23
FOUR DOOR SEDAN FULL SIZE REAR WHEEL DRIVE	#	2FAFP71W81X177423	5/21/2001	1000548	100763	1990	1490350000	PATROL	TC Patrol	#	MARC STEVEN TAUB	20,220.00
PICKUP 2001 CHEV 1/2 TON REG.CAB SWB V8 PU;	#	1GCEC14V91Z299817	5/25/2001	1000616	101513	2285	1370750001	TCCC	3614 Bill Price-Del Valle	BLDG 110	LINDA BROOKS	16,902.17
HIGH PRESSURE WASHER SYSTEM WITH	#	4K8AX081711A70648	7/11/2001	1000588	103191	2036	1490010001	MNSFLDDMPK	Mansfield Dam Park	SHED	JAMES A TALLENT	3,995.00
2001 FORD F-350 SIZE 6 PASSENGER DIESEL	#	1FTSW30F71EC60607	8/16/2001	1000588	103191	2055	149019001	BLUEBLUFF	6011 Blue Bluff	FLEETLOT	MARK A SOBECK	26,738.00
2001 FORD CREW CAB 6 PASSENGER MIN	#	1FTWW32F01EC60608	8/16/2001	1000510	103270	2053	1490350000	SEMETROPK	SE Metro Park	PARKING	SYDNIA ANGELIQUE CROSBIE	27,358.00
	#											
2001 FORD F-150 VEHICLE BI-FUELED	"	2FTPX18Z71CA92947	8/24/2001	1000605 1000598	103273	2057	1490010001	SAT2	4501 N FM620	PARKING	SYDNIA ANGELIQUE CROSBIE	25,609.00
2001 FORD EXPLORER 4-DOOR V6; 4X4	#	1FMZU72E22ZB01189	9/5/2001		103284	2073	1490350000	BLUEBLUFF	6011 Blue Bluff	#	VINCENT MORAIDA	25,323.22
2001 FORD FULL SIZE REAR WHEEL DRIVE	#	2FAFP71W91X126013	10/22/2001	1000692	103293	2085	1330010001	PCT3	8656B Hwy 71 West	1ST FL	TODD M SUMRALL	20,142.00
2002 FORD P/U FULL SIZE 6 PASSENGER DIESEL	#	1FTSW30F02EA73078	11/27/2001	1000714	103294	2091	1490350000	SAT2	4501 N FM620	PARKING	CHRISTOPHER K KUNKEL	26,738.00
TRUCK 2001 FORD F450 REG CAB/CHASSISS	#	1FDXW46F82EA81864	12/11/2001	1000719	103295	2092	1590010001	STARFLIGHT	7800 Old Manor Rd	1ST FL	STANLEY ROBERT WEDELL	38,822.38
EMS AMBULANCE PER HGAC BID #VE00-03	#	1FV3GFBC41HA74082	1/25/2002	1000753	103302	2105	1470050001	WALLER	15 Waller	PARKING	Not assigned	149,872.34
SEDAN FULL SIZE CHEVROLET IMPALA 2002	#	2G1WF55K929300153	4/23/2002	1000789	103949	2123	1370010001	ECOMMNDCTR	7811 Burleson-Manor (East Command Ctr)	ECMD CTR	MARY E WESTER	16,688.50
SEDAN FULL SIZE CHEVROLET IMPALA	#	2G1WF55K729303570	4/25/2002	1000795	103958	2132	1490010001	BLUEBLUFF	6011 Blue Bluff	FLEETLOT	MARK A SOBECK	16,688.50
SEDAN FULL SIZE CHEVROLET IMPALA 2002	#	2G1WF55K629305097	4/23/2002	1000786	103960	2134	1340010001	PCT4	4011 McKinney Falls	1ST FL	LETICIA N VALLEJO	16,688.50
CAB/CHASSIS 2002 FORD F250 REG. CAB	#	1FTSF30F42ED12678	5/31/2002	1000859	106394	2223	1490010001	BLUEBLUFF	6011 Blue Bluff	SHOP	Not assigned	19,801.42
2002 FORD F-350 FULL SIZE 6 PASSENGER FLEETSIDE	#	1FTSW31F72ED12690	5/21/2002	1000850	106404	2236	1490350000	BLUEBLUFF	6011 Blue Bluff	PARKING	LESTER L LEHMAN	26,759.00
CAB/CHASSIS 2002 FORD F450 REG	#	1FDXF46F82ED12682	6/11/2002	1000851	106405	2230	1490350000	BLUEBLUFF	6011 Blue Bluff	FLEET	EDGARDO OLAF GARCIA	45,386.80
2002 FORD F-250 FULL SIZE 6 OR 8 CYLINDER	#	1FTNF20F42ED12686	6/27/2002	1000866	106416	2232	1490010001	JMORRIS	9301 Johnny Morris	PARKING	SYDNIA ANGELIQUE CROSBIE	2,123.53
2003 FORD FOUR DOOR REAR WHEEL DRIVE	#	2FAFP71W73X111724	6/10/2002	1000848	106421	2185	1310010001	PCT1	1811 Springdale	PARKING	RONALD B GRIMES	19,494.00
2002 FORD CROWN VICTORIA POLICE PACKAGE	#	2FAFP71W32X154584	7/24/2002	1000894	106426	2275	1370010001	KEITHRUIZ	5555 Airport Ruiz Bldg	#	GARY L COTTER	19,803.17
2002 FORD CROWN VICTORIA POLICE PACKAGE	#	2FAFP71W72X154586	7/24/2002	1000896	106427	2277	1370010001	ECOMMNDCTR	7811 Burleson-Manor (East Command Ctr)	#	AVA REYNA	5,041.89
2002 FORD F-350 FULL SIZE 6 PASSENGER	#	1FDWW36F52ED21765	8/13/2002	1000912	106435	2291	1490350000	LOCKHARTHW	5412 Lockhart Hwy	PARKING	SYDNIA ANGELIQUE CROSBIE	27,367.00
EMS AMBULANCE 2002 FREIGHTLINER	#	1FVABPCT22HJ27533	10/21/2002	1000931	106449	2312	1590010001	STARFLIGHT	7800 Old Manor Rd	1ST FL	GLENN ANDERSON	13,855.60
2003 FORD 1/2 TON EXTENDED CAB 8	#	2FTPX18Z53CA04299	10/23/2002	1000955	106462	2253	1490350000	BOBWENTZPK	Bob Wentz Park	PARKING	JAMES A TALLENT	24,207.01
2003 FORD 1/2 TON EXTENDED CAB 8	#	2FTPX18ZX3CA04301	11/6/2002	1000956	106468	2252	1490350000	PACEBENDPK	Pace Bend Park	PARKING	KEITH EDWARD RAWLINGS	24,207.01
VAN CHEVROLET 12 PASSENGER 8 CYLINDER DEDICATED	#	1GAGG25R821231134	11/21/2002	1000973	106471	2322	1370010001	TCCC	3614 Bill Price-Del Valle	BLDG 100	MARK S HARDIN	23,908.00
2003 FORD CROWN VICTORIA POLICE PACKAGE	#	2FAFP71W43X190348	3/7/2003	1001001	119543	2358	1370010001	CJC	509 W 11th Street-CJC	1ST FL	BRIAN T RUBEL	19,994.00
2003 FORD CROWN VICTORIA POLICE PACKAGE	#	2FAFP71W53X208422	4/30/2003	1001017	119555	2341	1490010001	BLUEBLUFF	6011 Blue Bluff	FLEETLOT	MARK A SOBECK	19,994.00
2002 CHEVY VAN EXTENDED 15 PASSENGER 8 CYLINDER	#	1GAHG39R221232770	5/27/2003	1001012	119558	2390	1310010001	TCCC	3614 Bill Price-Del Valle	BLDG 110	LINDA BROOKS	4,165.00
PERSONNEL CARRIER CLUB VILLAGER 6 ELECTRIC	#	K0345347392F	6/11/2003	1001021	119564	2399	1370310001	TCCC	3614 Bill Price-Del Valle	BLDG 100	MARK S HARDIN	7,138.61
PERSONNEL CARRIER CLUB VILLAGER 6 ELECTRIC	#	K0345347391	6/11/2003	1001022	119565	2400	1370310001	TCCC	3614 Bill Price-Del Valle	BLDG 140	KAREN CRISTENE GILLESPIE	7,138.61
PERSONNEL CARRIER VILLAGER 4 ELECTRIC	#	FQ0309261134	6/11/2003	1001026	119566	2401	1370310001	TCCC	3614 Bill Price-Del Valle	BLDG 130	DAVID BRADBERRY	5,080.30
PERSONNEL CARRIER VILLAGER 4 ELECTRIC	#	FQ0309261139	6/11/2003	1001027	119567	2402	1490010001	LOCKHARTHW	5412 Lockhart Hwy	SHOP	EDGARDO OLAF GARCIA	5,080.30
PERSONNEL CARRIER VILLAGER 4 GASOLINE	#	TG0344345923	6/11/2003	1001025	119568	2403	1490010001	LOCKHARTHW	5412 Lockhart Hwy	SHOP	EDGARDO OLAF GARCIA	5,048.40
PERSONNEL CARRIER VILLAGER 4 GASOLINE	#	TG0344345924F	6/11/2003	1001024	119569	2404	1370310001	TCCC	3614 Bill Price-Del Valle	HLH SV	MARIA ISABEL MALDONADO	5,048.40
POLICE INTERCEPTOR 2004 FORD CROWN VICTORIA	#	2FAFP71W44X127428	3/4/2004	1001087	119591	2467	1370010001	KEITHRUIZ	5555 Airport Ruiz Bldg	#	JIMMY B QUICK	19,679.00
POLICE INTERCEPTOR 2004 FORD CROWN VICTORIA	#	2FAFP71W04X127460	3/4/2004	1001091	119592	2471	1370010001	ECOMMNDCTR	7811 Burleson-Manor (East Command Ctr)	PARKING	ENRIQUE PATINO	19,679.00
MOWER ROTOR RIDING; TORO 328-D	#	240000153	4/22/2004	1001112	119604	2477	1490220001	BLUEBLUFF	6011 Blue Bluff	FLEET	EDGARDO OLAF GARCIA	15,056.00
MOWER ROTOR RIDING; TORO 4100-D	#	230000262	4/23/2004	1001112	119611	2484	1490220001	WEBRVLEPK	Webberville Park	SHED	BRIAN KEITH CHERRY	42,350.86
	"			1001110						52		72,000.00



Company Comp													Acquisition
UNITY PRINCE PR	Asset Desc	S/N	VIN#	Cap Date	Asset (SAP) #	Inventory (tag) #	Equip #	Resp Cost Center - Dept	Location Key	Location	Room	Employee	
PULIFICATION PULI	2004 CHEVROLET IMPALA	#	2G1WF55K649379168	4/26/2004	1001099	119617	2491	1350010001	HOLT	1003 Guadalupe	PARKING	ANDRES SOSA	16,125.00
PACES PARTIFICATION 2004 FROD CRIVEN VICTORIA PARTIFICATION STATES PARTIFICATION ST	UTILITY VEHICLE: VANTAGE MXI	#	LFWA1F1294JA90597	7/9/2004	1001137	119641	2517	1490380000	BLUEBLUFF	6011 Blue Bluff	#	Not assigned	9,165.00
POLICE INTERCEPTOR 2004 FOR CRAWN WILCIDIAN 2	UTILITY VEHICLE: VANTAGE MXI	#	LFWA1F1224JA90599	7/9/2004	1001138	119642	2518	1490310000	BLUEBLUFF	6011 Blue Bluff	#	EDGARDO OLAF GARCIA	9,165.00
PAMPONICE PITEMETER 2004 FORD CRIOWN WITCHING 9 247471WANK1793 110004 1101054 12491 2449 14000001 BLUBBLIFF 6011 Base Buf FLEET MARK A SOSECK 1937 10004 110004	POLICE INTERCEPTOR 2004 FORD CROWN VICTORIA	#	2FAFP71W34X167578	6/11/2004	1001163	119648	2438	1490140001	BLUEBLUFF	6011 Blue Bluff	FLEETLOT	MARK A SOBECK	19,870.00
PACIFIC HIRRORPTOR 2016 FORD CROWN VOTORIAL	POLICE INTERCEPTOR 2004 FORD CROWN VICTORIA	#	2FAFP71W54X167582	6/11/2004	1001161	119652	2442	1370010001	BLUEBLUFF	6011 Blue Bluff	FLEETLOT	BRIAN T RUBEL	19,870.00
POLICE INTERCEPTOR 2004 FRORD GROWN NOTORIAN # 2747979948177833 61110004 101192 12381 2467 140001001 101192 12381 2467 140001001 101192 12381 2467 13000101 101192 12381 2467 13000101 101192 12381 2467 13000101 101192 12381 2467 13000101 101192 12381 2467 13000101 101192 12381 2467 13000101 101192 12381 2467 13000101 101192 12381 2467 13000101 101192 12381 2467 13000101 101192 12381 2467 13000101 101192 12381 2467 13000101 101192 12381 2467 13000101 101192 12381 2467 14000101 1400010	POLICE INTERCEPTOR 2004 FORD CROWN VICTORIA	#	2FAFP71W44X167587	6/11/2004	1001159	119656	2446	1370010001	KEITHRUIZ	5555 Airport Ruiz Bldg	#	AMY COLLEEN DURALL	19,870.00
Deciding NUMBERFORM 2016 FORD CROWN VICTORIA 6	POLICE INTERCEPTOR 2004 FORD CROWN VICTORIA	#	2FAFP71W14X127435	6/11/2004	1001157	123471	2448	1490010001	BLUEBLUFF	6011 Blue Bluff	FLEETLOT	MARK A SOBECK	19,870.00
	POLICE INTERCEPTOR 2004 FORD CROWN VICTORIA	#	2FAFP71W84X127433	6/11/2004	1001152	123481	2457	1490010001	BLUEBLUFF	6011 Blue Bluff	FLEET	MARK A SOBECK	19,870.00
MOVER TORG GROUNDSMASTER ASDO PASSES # 25000038	POLICE INTERCEPTOR 2004 FORD CROWN VICTORIA	#	2FAFP71W04X167585	6/11/2004	1001148	123490	2462	1370010001	TCCC	3614 Bill Price-Del Valle	BLDG 150	MARK A SOBECK	19,870.00
MOMER TORG GRUNDSMASTER GMM (NO.D 190411 2 240000490 01.00280 10.00	2005 TAHOE POLICE PKG; UPGRADE 5.3L V8 GAS	#	1GNEC13Z95R242003	5/9/2005	1001269	123521	2603	1370010001	CJC	509 W 11th Street-CJC	2ND FL	CARLOS ANDRES RODRIGUEZ	28,066.25
POTATY CUTTER 1SF EATWING STOCK #9818.1-2	MOWER TORO GROUNDSMASTER 4500-D #30856	#	250000388	6/1/2005	1001350	123563	2627	1490220001	NEMETROPK	North East Metro Park	PARKING	SYDNIA ANGELIQUE CROSBIE	43,052.00
PERSONNEL CARRIER 2005 STANDARD TIGER TRUCK	MOWER TORO GROUNDSMASTER GM4100-D #30411	#	240000493	6/1/2005	1001293	123572	2636	1490220001	BLUEBLUFF	6011 Blue Bluff	FLEET	SYDNIA ANGELIQUE CROSBIE	44,054.00
2005 FROMP PAGE EXTENDED CAB SAY TON PROCUPE # 1FEX.00500EAD2743 7/13/2005 1001389 125712 2862 1490100001 B.LUEBLUFF 6011 Bus Buff PARKING SYDNIA ANGELIQUE CROSSIE 18.41 2005 FROM POLICE INTERCEPTOR # 27A-P771W15X156808 17/2005 1001385 125714 2569 1370010001 ECOMMNDCTR 7811 Burleson-Manor (East Command City EMD CTR SEAN ALAN PREDUIE 20.16 1370010001 ECOMMNDCTR 7811 Burleson-Manor (East Command City EMD CTR SEAN ALAN PREDUIE 20.16 1370010001 ECOMMNDCTR 7811 Burleson-Manor (East Command City EMD CTR SEAN ALAN PREDUIE 20.16 1370010001 ECOMMNDCTR 7811 Burleson-Manor (East Command City EMD CTR SEAN ALAN PREDUIE 20.16 1370010001 ECOMMNDCTR 7811 Burleson-Manor (East Command City EMD CTR SEAN ALAN PREDUIE 20.16 1370010001 ECOMMNDCTR 7811 Burleson-Manor (East Command City EMD CTR SEAN ALAN PREDUIE 20.16 1370010001 ECOMMNDCTR 7811 Burleson-Manor (East Command City EMD CTR SEAN ALAN PREDUIE 20.16 1370010001 ECOMMNDCTR 7811 Burleson-Manor (East Command City EMD CTR SEAN ALAN PREDUIE 20.16 1370010001 ECOMMNDCTR 7811 Burleson-Manor (East Command City EMD CTR SEAN ALAN PREDUIE 20.16 1370010001 ECOMMNDCTR 7811 Burleson-Manor (East Command City EMD CTR SEAN ALAN PREDUIE 20.16 20	ROTARY CUTTER 15FT BATWING STOCK #2615L-12	#	1234673	7/5/2006	1001645	124951	2785	1490220001	BLUEBLUFF	6011 Blue Bluff	FLEET	CURTIS B MILLS	2,137.20
2005 FORD POLICE INTERCEPTOR # 2 2547FFW2K1545868 8792005 10101383 125712 2274 1370110011 TCCC 3514 Bill Pice Del Valle PARKING MCHAEL JOSEPH GOTTNER 2016 2016 EDMANDATE 72 2547FFW2K1545867 8702005 10101395 12573 2574 1370110011 TCCC 3514 Bill Pice Del Valle PARKING MCHAEL JOSEPH GOTTNER 2016 EDMANDATE 72 2547 1370110011 TCCC 3514 Bill Pice Del Valle PARKING MCHAEL JOSEPH GOTTNER 2016 EDMANDATE 72 2547 1370110011 TCCC 3514 Bill Pice Del Valle PARKING MCHAEL JOSEPH GOTTNER 2016 EDMANDATE 72 2547 1470110011 TCCC 3514 Bill Pice Del Valle PARKING MCHAEL JOSEPH GOTTNER 2016 EDMANDATE 72 2547 1470110011 TCCC 3514 Bill Pice Del Valle PARKING MCHAEL JOSEPH GOTTNER 2016 EDMANDATE 72 2547 1470110011 TCCC 3514 Bill Pice Del Valle PARKING MCHAEL JOSEPH GOTTNER 2016 EDMANDATE 72 2547 1470110011 TCCC 3514 Bill Pice Del Valle PARKING MCHAEL JOSEPH GOTTNER 2016 EDMANDATE 72 2547 1470110011 TCCC 3514 Bill Pice Del Valle PARKING MCHAEL JOSEPH GOTTNER 2016 EDMANDATE 72 2547 1470110011 TCCC 3514 Bill Pice Del Valle PARKING MCHAEL JOSEPH GOTTNER 2016 TCCC 3514 Bill Pice Del Valle PARKING MCHAEL JOSEPH GOTTNER 2016 TCCC 3514 Bill Pice Del Valle PARKING MCHAEL JOSEPH GOTTNER 2016 TCCC 3514 Bill Pice Del Valle PARKING MCHAEL JOSEPH GOTTNER 2016 TCCC 3514 Bill Pice Del Valle PARKING MCHAEL JOSEPH GOTTNER 2016 TCCC 3514 Bill Pice Del Valle PARKING MCHAEL JOSEPH GOTTNER 2016 TCCC 3514 BILL PICE PARKING MCHAEL JOSEPH GOTTNER 2016 TCCC 3514 BILL PICE PARKING MCHAEL JOSEPH GOTTNER 2016 TCCC 3514 BILL PICE PARKING MCHAEL JOSEPH GOTTNER 2016 TCCC 3514 BILL PICE PARKING MCHAEL JOSEPH GOTTNER 2016 TCCC 3514 BILL PICE PARKING MCHAEL JOSEPH GOTTNER 2016 TCCC 3514 BILL PICE PARKING MCHAEL JOSEPH GOTTNER 2016 TCCC 3514 BILL PICE PARKING MCHAEL JOSEPH GOTTNER 2016 TCCC 3514 BILL PICE PARKING MCHAEL JOSEPH GOTTNER 2016 TCCC 3514 BILL PICE PARKING MCHAEL JOSEPH GOTTNER 2016 TCCC 3514 BILL PICE PARKING MCHAEL JOSEPH GOTTNER 2016 TCCC 3514 BILL PICE PARKING MCHAEL JOSEPH GOTTNER 2016 TCCC 3514 BILL PICE PARKING MCHAEL JOSEPH GOTTNER 2016 TCCC 3514 BILL	PERSONNEL CARRIER 2005 STANDARD TIGER TRUCK	#	LSCAA10F13A010861	8/2/2005	1001372	125695	2659	1490380000	BLUEBLUFF	6011 Blue Bluff	#	EDGARDO OLAF GARCIA	8,098.00
2006 FORD POLICE INTERCEPTOR # 2FAPF71WASN18896 8 2FAPF71WASN188976 # 2FAPF71WASN188976 # 2FAPF71WASN188976 # 2FAPF71WASN188976 # 2FAPF71WASN188976 # 2PAPF71WASN188976 # 2PAPF71WASN18897	2005 FORD F250 EXTENDED CAB 3/4 TON PICKUP	#	1FTSX20506EA02743	7/13/2005	1001369	125701	2662	1490190001	BLUEBLUFF	6011 Blue Bluff	PARKING	SYDNIA ANGELIQUE CROSBIE	18,412.00
2005 FORD POLICE INTERCEPTOR # 2FAFF7VIW 6X158676 8/00/2005 10/01395 125723 2574 1370010001 TCCC 3614 Bill Price-Del Valle PARKING MICHAEL JOSEPH GOTTNER 20.165 EMS AMBULANCE 2008 INTERNATIONAL # HITMRAMAMSH234478 1221/2005 10/01456 125744 2888 1470010001 50/0MANOR 5010 00 Mamor Rd # Rxi assigned 167.200 167.20	2005 BMW-P MOTORCYCLE W GOLDEN EAGLE RADAR	#	WB10499A85ZE96155	8/19/2005	1001383	125712	2674	1370010001	PATROL	TC Patrol	#	JEFFREY L SMITH	23,015.00
EMS AMBULANCE 2006 INTERNATIONAL # 1HTMRAAMSH23478 1221/2005 1001456 125744 288 147010001 5010MANOR 50100 Idlenor Rd # Not assigned 167.20 POLICE MOTORCYCLE 2006 BMW # 1HTMRAAMSH23480 1221/2005 1001456 125744 288 147010001 5010MANOR 5010 Idlenor Rd # Not assigned 167.20 POLICE MOTORCYCLE 2006 BMW # WB10499A93CE596291 1221/2005 1001455 125744 288 147010001 S010MANOR 5010 Idlenor Rd # Not assigned 167.20 POLICE MOTORCYCLE 2006 BMW # WB10499A93CE596291 1221/2005 1001455 125744 288 147010001 BULBLUFF 6011 Blue Bluff FLETILOT MARK A SOBECK 20.00 MOWER RIGHOS 60 UTI GRASS HOPPER 321D # 5614272 3662006 1001595 125763 2750 114010001 BLUEBLUFF 6011 Blue Bluff FLETILOT MARK A SOBECK 20.00 MOWER RIGHOS 60 UTI GRASS HOPPER 321D # 2FAFFY118X158441 98 84/2008 FORD POLICE INTERCEPTOR FULL SIZE # 2FAFFY118X158441 98 84/2008 FORD POLICE INTERCEPTOR FULL SIZE # 2FAFFY118X158441 98 84/2008 FORD POLICE INTERCEPTOR FULL SIZE # 2FAFFY118X158441 98 84/2008 FORD POLICE INTERCEPTOR BID SERIES BBA # 2FAFFY118X158441 7192006 1001619 129165 211 1480220001 NURBERTOR FOR BID SERIES BBA # 2FAFFY118X158441 7792006 1001642 129184 2807 140020001 BLUEBLUFF 6011 Blue Bluff FLETILOT MARK A SOBECK 23.78 MORE AND ADMINISTRATION FORD POLICE INTERCEPTOR BID SERIES BBA # 250000468 87/2008 1001642 129184 2807 140020001 BLUEBLUFF 6011 Blue Bluff RBB LOT CURTS B MILLS 11.20 TORO GROUNDMASTER 328-D 2WD MODEL 800629 # 20000464 97/2006 1001642 129184 2807 1400220001 BLUEBLUFF 6011 Blue Bluff PARRING JAMES D TAYLOR 11.20 TORO CARLO SERIES BBA # 20000464 97/2006 1001643 129185 2809 1400220001 BLUEBLUFF 6011 Blue Bluff PARRING JAMES D TAYLOR 11.20 TORO CARLO SERIES BBA # 20000464 97/2006 1001643 129185 2809 1400220001 BLUEBLUFF 6011 Blue Bluff PARRING JAMES D TAYLOR 11.20 TORO CARLO SERIES BBA # 20000464 97/2006 1001643 129185 2809 1400220001 BLUEBLUFF 6011 Blue Bluff PARRING JAMES D TAYLOR 11.20 TORO CARLO SERIES BBA # 20000464 97/2006 1001643 129185 2809 1400220001 BLUEBLUFF 6011 Blue Bluff PARRING JAMES D TAYLOR 11.20 TORO CARLO SERIES BBA # 20000464 97/2006	2005 FORD POLICE INTERCEPTOR	#	2FAFP71W45X156686	8/17/2005	1001385	125714	2569	1370010001	ECOMMNDCTR	7811 Burleson-Manor (East Command Ctr)	ECMD CTR	SEAN ALAN FREDDIE	20,162.00
EMS AMBULANCE 2006 INTERNATIONAL # 1HTMRAAM86H234480 12/21/2005 1001456 125744 2888 1470010001 5010MANOR 5010 VM COMMNOTR # Not assigned 167,200 FONCPCLE 2006 BMW # WB10499A96E586277 12/21/2005 1001465 125745 2898 1370010001 WCOMMNDETF 8010 blue Bluff FLEETLOT HAIRLY SOBOR Hudson Bend 1ST FL PHILLY JEFFREY HULSEY 20,021 MOWER RIDING 50 CUT GRASS HOPPER 321D # 5614272 389/2006 1001605 125763 2750 1140010001 BLUEBLUFF 8011 blue Bluff FLEETLOT MARK A SOBECK 22,022 MOWER RIDING 50 CUT GRASS HOPPER 321D # 5614272 389/2006 1001605 125763 2750 1140010001 BLUEBLUFF 8011 blue Bluff FLEETLOT MARK A SOBECK 23,032 MOWER RIDING 50 CUT GRASS HOPPER 321D # 5614272 389/2006 1002163 122110 3093 1490010001 BLUEBLUFF 8011 blue Bluff FLEETLOT MARK A SOBECK 23,784 MORE AND ADMINISTRATION OF A SOBECK 23,784 MORE AND ADMINISTRATION OF A SOBECK 24,784 MO	2005 FORD POLICE INTERCEPTOR	#	2FAFP71W15X156676	8/30/2005	1001395	125723	2574	1370010001	TCCC	3614 Bill Price-Del Valle	PARKING	MICHAEL JOSEPH GOTTNER	20,162.00
POLICE MOTORCYCLE 2008 BMW # WB10499A98ZE96277 12/21/2005 1001463 125745 2699 1370010001 WCOMMNDCTR 3800 Hudson Bend 1ST FL PHILLIP JEFFREY HULSEY 20,020 FOLICE MOTORCYCLE 2008 BMW # WB10499A98ZE96291 12/21/2005 1001465 125754 2698 1490010001 BLUEBLUFF 6011 Blue Bluff FLETLOT MARK A SOBECK 20,020 FOR POLICE INTERCEPTOR FULL SIZE # 254FPTY1V8X158441 9/9/2008 1002163 129110 3093 1490010001 BLUEBLUFF 6011 Blue Bluff FLETLOT MARK A SOBECK 23,78 FLORO GROUNDSMASTER 4100-D (INCLUDES CUTTING UNIT) # 260005569 8/4/2006 1001619 129165 2811 1490020001 NEMETROP R BID SERIES BBA # 254FPTY1V8X148104 7/9/2006 1001627 129173 2722 1373010001 KEITHRUIZ SSS5 A/port Rutz Blug # LAUREN DOUGLAS BLEDSOE 21,78 FLORO GROUNDSMASTER 310-D ZUM MODEL 25987 # 2500005688 8/28/2006 1001642 129164 2807 1490050000 BLUEBLUFF 6011 Blue Bluff R BB LOT CURTS B MILLS 112,8 FLORO GROUNDSMASTER 324D-2 ZUM MODEL 25987 # 250000568 8/28/2006 1001642 129164 2807 1490050000 BLUEBLUFF 6011 Blue Bluff R BB LOT CURTS B MILLS 113,8 FLORO GROUNDSMASTER 324D-2 ZUM MODEL 25987 # 270000213 5/30/2007 1001847 129536 2965 1490020001 DVEHED 5175 FM973 Del Valle PARKING JAMES D TAYLOR 105,8 FLORO GROUNDSMASTER 324D-0 MOWER KIRC D ECKS BLUE SUM FROM A SOBECK 100,8 FLORO GROUNDSMASTER 324D-0 MOWER KIRC D ECKS BLUE SUM FROM A SOBECK 100,8 FLORO GROUNDSMASTER 324D-0 MOWER KIRC D ECKS BLUE SUM FROM A SOBECK 100,8 FLORO GROUNDSMASTER 324D-0 MOWER KIRC D ECKS BLUE SUM FROM A SOBECK 100,8 FLORO GROUNDSMASTER 324D-0 MOWER KIRC D ECKS BLUE SUM FROM A SOBECK 100,8 FLORO GROUNDSMASTER 434D-0 MOWER KIRC D ECKS BLUE SUM FROM A SOBECK 100,8 FLORO GROUNDSMASTER 434D-0 MOWER KIRC D ECKS BLUE SUM FROM A SOBECK 100,8 FLORO GROUNDSMASTER 434D-0 MOWER KIRC D ECKS BLUE SUM FROM A SOBECK 100,8 FLORO GROUNDSMASTER 434D-0 MOWER KIRC D ECKS BLUE SUM FROM A SOBECK 100,8 FLORO GROUNDSMASTER 434D-0 MOWER KIRC D ECKS BLUE SUM FROM A SOBECK 100,8 FLORO GROUNDSMASTER 434D-0 MOWER KIRC D ECKS BLUE SUM FROM A SOBECK 100,8 FLORO GROUNDSMASTER 434D-0 MOWER KIRC D ECKS BLUE SUM FROM A SOBECK 100,8 FLORO	EMS AMBULANCE 2006 INTERNATIONAL	#	1HTMRAAMX6H234478	12/21/2005	1001455	125743	2687	1470010001	5010MANOR	5010 Old Manor Rd	#	Not assigned	167,200.33
POLICE MOTORCYCLE 2006 BMW # WB104999A36ZE96281 12/21/2005 1001465 125754 2698 1490010001 BLUEBLUFF 6011 Blue Bluff FLEETLOT MARK A SOBECK 20,020 MOWER RIDING 50 CUT GRASS HOPPER 321D # 5614272 3/6/2006 1001505 125763 2750 11400110001 GRANGER 314W 11th-Granger Bluilding GARAGE Not assigned 7,794 MARK A SOBECK 23,788 TORO GROUNDSMASTER 4100-D (INCLUDES CUTTING UNIT) # 260000559 8/4/2006 1001619 129165 2811 1490210001 BLUEBLUFF 6011 Blue Bluff FLEETLOT MARK A SOBECK 23,788 TORO GROUNDSMASTER 4100-D (INCLUDES CUTTING UNIT) # 260000559 8/4/2006 1001619 129165 2811 1490220001 NEMETROPK North East Metro Park BARN SYDNIA ANGELIQUE CROSBIE 43,222 1370310001 KEITHRUIZ 5565 Airport Ruiz Bluf R LAUREN DOUGLAS BLEDSOE 21,788 TORO GROUNDSMASTER 328-D 2WD MODEL 2597 # 250000476 49712006 1001642 129184 2807 1490350000 BLUEBLUFF 6011 Blue Bluff R RB LOT CURTIS BMILE STATE AND COLED # 27000213 5/30/2007 1001643 129185 2809 1490220001 DVFIELD 3517 S FM973 Del Valle PARKING JAMES D TAYLOR 15,677 TORO Z441 21 HP KAWASAKI MOWER AIR COOLED # 27000213 5/30/2007 1001849 129538 2967 1490220001 BLUEBLUFF 6011 Blue Bluff EASTEC SYDNIA ANGELIQUE CROSBIE 6,722 TORO GROUNDSMASTER 4500-D MOWER (INC 5 DECKS) # 270000472 270000472 7/5/2007 1001852 129541 2962 1490220001 BLUEBLUFF 6011 Blue Bluff EASTEC SYDNIA ANGELIQUE CROSBIE 6,722 TORO SAND PROVINFIELD PRO 3040 MODEL #808703 270000472 270000472 7/5/2007 1001855 129551 2980 1490220001 EMETROPK East Metro Park BARN ROBERT ANDREW DAVIS 44,511 TORO SAND PROVINFIELD PRO 3040 MODEL #808703 270000472 270000472 7/5/2007 1001855 129555 2980 1490220001 EMETROPK East Metro Park BARN ROBERT ANDREW DAVIS 44,511 TORO SAND PROVINFIELD PRO 3040 MODEL #808703 270000472 270000472 7/5/2007 1001855 129557 2981 1490220001 EMETROPK East Metro Park BARN ROBERT ANDREW DAVIS 44,511 TORO SAND PROVINFIELD PRO 3040 MODEL #808703 270000472 270000472 7/5/2007 1001855 129557 2981 1490220001 EMETROPK East Metro Park BARN ROBERT ANDREW DAVIS 44,511 TORO SAND PARK ANDREW DAVIS 44,511 TORO SAND PARK ANDREW DAVIS 44,511 TORO S	EMS AMBULANCE 2006 INTERNATIONAL	#	1HTMRAAM86H234480	12/21/2005	1001456	125744	2688	1470010001	5010MANOR	5010 Old Manor Rd	#	Not assigned	167,200.34
MOWER RIDING 50 CUT GRASS HOPPER 321D # 5614272 3/6/2006 1001650 125763 2750 1140010001 GRANGER 314 W 11th-Granger Building GARAGE Not assigned 7,944 2008 FORD POLICE INTERCEPTOR FULL SIZE # 25APPT/11/81/158441 99/2008 1002163 129110 3993 1490010001 BLUEBLUFF 6011 Bille Bluff FLEETLOT MARK A SOBECK 23,788 CORROSOMEN AND AND CORROSOMEN AND AND CORROSOMEN AND CORROS	POLICE MOTORCYCLE 2006 BMW	#	WB10499A96ZE96277	12/21/2005	1001453	125745	2689	1370010001	WCOMMNDCTR	3800 Hudson Bend	1ST FL	PHILLIP JEFFREY HULSEY	20,020.00
2008 FORD POLICE INTERCEPTOR FULL SIZE # 2FAFP71V18X158441 9/9/2008 1002163 129110 3093 1490010011 BLUBBLUFF 6011 Blue Bluff FLEETLOT MARK A SOBECK 23,781 TORO GROUNDISMASTER 4100-D (INCLUDES CUTTING UNIT) # 260000599 8/4/2006 1001619 129165 2811 1490220001 NEMETROPK North East Metro Park BARN SYDNIA ANGELIQUE GROSBIE 43,222 1370310001 KEITHROLZ 5555 Airpor Ruiz Blug # 2FAFP71W28X148104 7/19/2006 1001627 129173 2722 1370310001 KEITHROLZ 5555 Airpor Ruiz Blug # 250000568 8/28/2006 1001642 129184 2807 TORO GROUNDISMASTER 328-D 2WD MODEL #30625 # 260000444 9/7/2006 1001642 129184 2807 TORO GROUNDISMASTER 328-D 2WD MODEL #30626 # 260000444 9/7/2006 1001643 129185 2809 1490220001 DVFIELD 3517 S FM973 Del Valle PARKING JAMES D TAYLOR 15,570 TORO Z441 21 HP KAWASAKI MOWER AIR COOLED # 270000213 5/30/2007 1001849 129538 2967 1490220001 BLUBELUFF 6011 Blue Bluff EAST BC SYDNIA ANGELIQUE CROSBIE 6,722 TORO GROUNDISMASTER 4500-D MOWER (INC 5 DECKS) # 270000759 6/5/2007 1001869 129538 2967 1490220001 EMETROPK East Metro Park BARN ROBERT ANDREW DAVIS 44,511 TORO SAND PRO/INFIELD PRO 3040 MODEL #3073 270000472 270000472 7/5/2007 1001855 129557 2981 1490220001 EMETROPK East Metro Park BARN ROBERT ANDREW DAVIS 15,011 TORO GROUNSMASTER 4100 D (INCLUDES CUTTING KIT) # 270000155 7/2/2007 1001856 129558 2980 1490220001 EMETROPK East Metro Park BARN ROBERT ANDREW DAVIS 44,911 TORO GROUNSMASTER 4100 D (INCLUDES CUTTING KIT) # 270000155 7/2/2007 1001856 129557 2981 1490220001 EMETROPK East Metro Park BARN ROBERT ANDREW DAVIS 44,911 TORO GROUNSMASTER 4100 D (INCLUDES CUTTING KIT) # 270000155 7/2/2007 1001856 129557 2981 1490220001 EMETROPK East Metro Park BARN ROBERT ANDREW DAVIS 44,911 TORO GROUNSMASTER 4100 D (INCLUDES CUTTING KIT) # 270000155 7/2/2007 1001856 129557 2981 1490220001 EMETROPK East Metro Park BARN ROBERT ANDREW DAVIS 44,911 TORO GROUNSMASTER 4100 D (INCLUDES CUTTING KIT) # 270000155 7/2/2007 1001856 129557 2981 1490220001 EMETROPK East Metro Park BARN ROBERT ANDREW DAVIS 44,911 TORO GROUNSMASTER 4100 D (INCLUDES CUTTI	POLICE MOTORCYCLE 2006 BMW	#	WB10499A36ZE96291	12/21/2005	1001465	125754	2698	1490010001	BLUEBLUFF	6011 Blue Bluff	FLEETLOT	MARK A SOBECK	20,020.00
TORO GROUNDSMASTER 4100-D (INCLUDES CUTTING UNIT) # 260000559 8/4/2006 1001619 129165 2811 1490220001 NEMETROPK North East Metro Park BARN SYDNIA ANGELIQUE CROSBIE 43,222 200 FORD POLICE INTERCEPTOR BID SERIES BBA # 2FAFF71W26X148104 7/19/2006 1001627 129173 2722 1370310001 KEITHRUIZ 5555 Airport Ruiz Bidg # LAUREN DOUGLAS BLEDSOE 21,786 21,700 DIESEL Z MOWER MODEL 2597 # 250000568 8/28/2006 1001642 129184 2807 14903200001 DVFILED 3517 S FM973 Del Valle PARKING JAMES D TAYLOR 11,287 TORO GROUNDMASTER 328-D ZWD MODEL #30626 # 260000464 9/7/2006 1001643 129185 2809 1490220001 DVFILED 3517 S FM973 Del Valle PARKING JAMES D TAYLOR 15,677 TORO Z441 21 HP KAWASAKI MOWER AIR COOLED # 270002313 5/30/2007 1001847 129536 2965 1490220001 BLUEBLUFF 6011 Blue Bluff EASTBC SYDNIA ANGELIQUE CROSBIE 6,722 TORO Z441 21 HP KAWASAKI MOWER AIR COOLED # 2700007164 5/30/2007 1001849 129536 2965 1490220001 EOB 411 W 13th Street-EOB 111 HF L SYDNIA ANGELIQUE CROSBIE 6,722 TORO GROUNDSMASTER 4500-D MOWER (INC 5 DECKS) # 270000759 6/5/2007 1001852 129541 2962 1490220001 EMETROPK East Metro Park BARN ROBERT ANDREW DAVIS 44,911 TORO SAND PRO/INFIELD PRO 3040 MODEL #08703 # 270000472 7/5/2007 1001855 129557 2981 1490220001 EMETROPK East Metro Park BARN ROBERT ANDREW DAVIS 15,011 TORO GROUNDSMASTER 4500 D MODEL #08703 # 270000539 7/5/2007 1001856 129557 2981 1490220001 EMETROPK East Metro Park BARN ROBERT ANDREW DAVIS 15,011 TORO GROUNSMASTER 4100 D (INCLUDES CUTTING KIT) # 270000539 7/5/2007 1001856 129557 2981 1490220001 EMETROPK East Metro Park BARN ROBERT ANDREW DAVIS 15,011 TORO GROUNSMASTER 4100 D (INCLUDES CUTTING KIT) # 270000539 7/5/2007 1001856 129557 2981 1490220001 EMETROPK East Metro Park BARN ROBERT ANDREW DAVIS 15,011 TORO GROUNSMASTER 4100 D (INCLUDES CUTTING KIT) # 270000539 7/5/2007 1001856 129557 2981 1490220001 EMETROPK East Metro Park BARN ROBERT ANDREW DAVIS 15,011 TORO GROUNSMASTER 4100 D (INCLUDES CUTTING KIT) # 270000539 7/5/2007 1001856 129557 2981 1490220001 EMETROPK East Metro Park BARN ROBERT ANDREW DAVIS 15,011	MOWER RIDING 50 CUT GRASS HOPPER 321D	#	5614272	3/6/2006	1001505	125763	2750	1140010001	GRANGER	314 W 11th-Granger Building	GARAGE	Not assigned	7,940.85
2006 FORD POLICE INTERCEPTOR BID SERIES BBA # 2FAF71W26X148104 7/19/2006 1001627 129173 272 1370310001 KEITHRUIZ 5555 Airport Ruiz Bidg # LAUREN DOUGLAS BLEDSOE 21,786 TORO DIESEL Z MOWER MODEL £597 # 250000558 8/28/2006 1001642 129184 2807 1490350000 BLUEBLUFF 6011 Biue Biuff R RB LOT CURTIS B MILLS 11,28 1	2008 FORD POLICE INTERCEPTOR FULL SIZE	#	2FAFP71V18X158441	9/9/2008	1002163	129110	3093	1490010001	BLUEBLUFF	6011 Blue Bluff	FLEETLOT	MARK A SOBECK	23,788.32
TORO DIESEL Z MOWER MODEL 2597 # 250000568 8/28/2006 1001642 129184 2807 1490350000 BLUEBLUFF 6011 Blue Bluff R&B LOT CURTIS B MILLS 11,293 TORO GROUNDMASTER 328-D 2WD MODEL #30626 # 260000464 9/7/2006 1001643 129185 2809 1490220001 DVFIELD 3517 S FM973 Del Valle PARKING JAMES D TAYLOR 15,673 TORO Z441 21 HP KAWASAKI MOWER AIR COOLED # 270002313 5/30/2007 1001847 129536 2965 1490220001 BLUEBLUFF 6011 Blue Bluff EASTBC SYDNIA ANGELIQUE CROSBIE 6,722 TORO GROUNDSMASTER 4500-D MOWER (INC 5 DECKS) # 270000472 17/5/2007 1001852 129541 2962 TORO GROUNDSMASTER 4500-D MOWER (INC 5 DECKS) # 270000472 17/5/2007 1001854 129556 2982 1490220001 BLUEBLUFF BOTT BARK MOWER AIR COOLED EMETROPK East Metro Park BARN ROBERT ANDREW DAVIS 16,714 TORO SAND PRO/INFIELD PRO 3040 MODEL #08703 # 270000472 17/5/2007 1001854 129556 2982 1490220001 EMETROPK North East Metro Park BARN ROBERT ANDREW DAVIS 15,011 TORO SAND PRO/INFIELD PRO 3040 MODEL #08703 # 270000472 17/5/2007 1001855 129557 2981 1490220001 EMETROPK East Metro Park BARN ROBERT ANDREW DAVIS 15,011 TORO GROUNDSMASTER 41500 INCLUDES CUTTING KIT) # 270000555 7/2/2007 1001856 129558 2980 1490220001 EMETROPK East Metro Park BARN ROBERT ANDREW DAVIS 15,011 TORO GROUNDSMASTER 41500 INCLUDES CUTTING KIT) # DR100310 6/27/2007 1001856 129558 2980 1490220001 EMETROPK East Metro Park BARN ROBERT ANDREW DAVIS 14,911 2011 FORD POLICE INTERCEPTOR # DR100310 6/27/2007 1001908 131342 3010 1490220001 EMETROPK East Metro Park BARN ROBERT ANDREW DAVIS 14,914 2011 FORD POLICE INTERCEPTOR # 2FABP7BV4BX109089 1/31/2011 1003271 146930 3472 1490010001 BLUEBLUFF 6011 Blue Bluff FLEETLOT MARK A SOBECK 23,344 2007 FORD POLICE INTERCEPTOR # 2FABP7BV4BX109089 1/31/2011 1003271 146930 3472 1490010001 BLUEBLUFF 6011 Blue Bluff FLEETLOT MARK A SOBECK 23,344	TORO GROUNDSMASTER 4100-D (INCLUDES CUTTING UNIT)	#	260000559	8/4/2006	1001619	129165	2811	1490220001	NEMETROPK	North East Metro Park	BARN	SYDNIA ANGELIQUE CROSBIE	43,222.67
TORO GROUNDMASTER 328-D 2WD MODEL #30626 # 260000464 9/7/2006 1001643 129185 2809 1490220001 DVFIELD 3517 S FM973 Del Valle PARKING JAMES D TAYLOR 15,677 TORO Z441 21 HP KAWASAKI MOWER AIR COOLED # 270002313 5/30/2007 1001847 129536 2965 1490220001 BLUEBLUFF 6011 Blue Bluff EASTBC SYDNIA ANGELIQUE CROSBIE 6,722 TORO Z441 21 HP KAWASAKI MOWER AIR COOLED # 270002164 5/30/2007 1001849 129538 2967 1490220001 EOB 411 W 13th Street-EOB 11TH FL SYDNIA ANGELIQUE CROSBIE 6,722 TORO GROUNDSMASTER 4500-D MOWER (INC 5 DECKS) # 270000472 7/5/2007 1001852 129541 2962 1490220001 EMETROPK East Metro Park BARN ROBERT ANDREW DAVIS 16,716 TORO SAND PRO/INFIELD PRO 3040 MODEL #08703 270000472 7/5/2007 1001854 129556 2982 1490220001 NEMETROPK North East Metro Park BARN ROBERT ANDREW DAVIS 16,9716 TORO SAND PRO/INFIELD PRO 3040 MODEL #08703 # 270000539 7/5/2007 1001855 129557 2981 1490220001 EMETROPK East Metro Park BARN ROBERT ANDREW DAVIS 15,0716 TORO GROUNDSMASTER 4100 D (INCLUDES CUTTING KIT) # 270000155 7/2/2007 1001856 129558 2980 1490220001 EMETROPK East Metro Park BARN ROBERT ANDREW DAVIS 14,9116 JACOBSEN 214 VERTI-CUTTER 3 GANG HYDRAULIC # DR10310 6/27/2007 1001908 131342 3010 1490220001 EDB 411 W 13th Street-EOB 11TH FL SYDNIA ANGELIQUE CROSBIE 12,244 2011 FORD POLICE INTERCEPTOR # 2FABP7BV4BX109089 1/31/2011 1003271 146930 3472 149001001 BLUEBLUFF 6011 Blue Bluff FLEETLOT MARK A SOBECK 24,344 2007 FORD POLICE INTERCEPTOR # 2FABP7BV4BX109089 1/31/2011 1003271 146930 3472 149001001 BLUEBLUFF 6011 Blue Bluff FLEETLOT MARK A SOBECK 23,144 2007 FORD POLICE INTERCEPTOR # 2FABP7BV4BX109089 1/31/2011 1003271 146930 3472 2838 1490010001 BLUEBLUFF 6011 Blue Bluff FLEETLOT MARK A SOBECK 23,144 2007 FORD POLICE INTERCEPTOR # 2FABP7BV4BX109089 1/31/2011 1003271 146930 3472 2838 1490010001 BLUEBLUFF 6011 Blue Bluff FLEETLOT MARK A SOBECK 23,144 2007 FORD POLICE INTERCEPTOR # 2FABP7BV4BX109089 1/31/2011 1003271 146930 3472 2838 1490010001 BLUEBLUFF 6011 Blue Bluff FLEETLOT MARK A SOBECK 23,144 2007 FLEETLOT MARK A SOBECK 23,144 2007 FLE	2006 FORD POLICE INTERCEPTOR BID SERIES BBA	#	2FAFP71W26X148104	7/19/2006	1001627	129173	2722	1370310001	KEITHRUIZ	5555 Airport Ruiz Bldg	#	LAUREN DOUGLAS BLEDSOE	21,786.00
TORO Z441 21 HP KAWASAKI MOWER AIR COOLED # 270002313 5/30/2007 1001847 129536 2965 1490220001 BLUEBLUFF 6011 Blue Bluff EASTBC SYDNIA ANGELIQUE CROSBIE 6,722 TORO Z441 21 HP KAWASAKI MOWER AIR COOLED # 270002164 5/30/2007 1001849 129538 2967 1490220001 EOB 411 W 13th Street-EOB 11TH FL SYDNIA ANGELIQUE CROSBIE 6,722 TORO GROUNDSMASTER 4500-D MOWER (INC 5 DECKS) # 270000759 6/5/2007 1001852 129541 2962 1490220001 EMETROPK East Metro Park BARN ROBERT ANDREW DAVIS 44,518 TORO SAND PRO/INFIELD PRO 3040 MODEL #08703 270000472 270000472 7/5/2007 1001854 129556 2982 1490220001 NEMETROPK North East Metro Park BARN ROBERT ANDREW DAVIS 15,017 TORO SAND PRO/INFIELD PRO 3040 MODEL #08703 # 270000555 7/2/2007 1001855 129557 2981 1490220001 EMETROPK East Metro Park BARN ROBERT ANDREW DAVIS 15,017 TORO GROUNDSMASTER 4100 D (INCLUDES CUTTING KIT) # 270000155 7/2/2007 1001856 129558 2980 1490220001 EMETROPK East Metro Park BARN ROBERT ANDREW DAVIS 44,918 TORO GROUNDSMASTER 4100 D (INCLUDES CUTTING KIT) # DRI00310 6/2/7/2007 1001908 131342 3010 1490220001 EOB 411 W 13th Street-EOB 11TH FL SYDNIA ANGELIQUE CROSBIE 12,244 2011 FORD POLICE INTERCEPTOR # 2FABP78V4BX109089 1/31/2011 1003271 146930 3472 1490010001 BLUEBLUFF 6011 Blue Bluff FLEETLOT MARK A SOBECK 23,148 2007 FORD POLICE INTERCEPTOR # 2FABP71W07X126796 1/26/2007 1001695 129242* 2838 1490010001 BLUEBLUFF 6011 Blue Bluff FLEETLOT MARK A SOBECK 23,148 2007 FORD POLICE INTERCEPTOR # 2FABP71W07X126796 1/26/2007 1001695 129242* 2838 1490010001 BLUEBLUFF 6011 Blue Bluff FLEETLOT MARK A SOBECK 23,148 2007 FORD POLICE INTERCEPTOR # 2FABP71W07X126796 1/26/2007 1001695 129242* 2838 1490010001 BLUEBLUFF 6011 Blue Bluff FLEETLOT MARK A SOBECK 23,148 2007 FORD POLICE INTERCEPTOR # 2FABP71W07X126796 1/26/2007 1001695 129242* 2838 1490010001 BLUEBLUFF 6011 Blue Bluff FLEETLOT MARK A SOBECK 23,148 2007 FORD POLICE INTERCEPTOR # 2FABP71W07X126796 1/26/2007 1001695 129242* 2838 1490010001 BLUEBLUFF 6011 Blue Bluff FLEETLOT MARK A SOBECK 23,148 2007 FORD POLICE INTERCEPTOR # 2500000000000	TORO DIESEL Z MOWER MODEL Z597	#	250000568	8/28/2006	1001642	129184	2807	1490350000	BLUEBLUFF	6011 Blue Bluff	R&B LOT	CURTIS B MILLS	11,293.00
TORO Z441 21 HP KAWASAKI MOWER AIR COOLED # 270002164 5/30/2007 1001849 129538 2967 1490220001 EOB 411 W 13th Street-EOB 11TH FL SYDNIA ANGELIQUE CROSBIE 6,722 TORO GROUNDSMASTER 4500-D MOWER (INC 5 DECKS) # 270000759 6/5/2007 1001852 129541 2962 1490220001 EMETROPK East Metro Park BARN ROBERT ANDREW DAVIS 44,518 TORO SAND PRO/INFIELD PRO 3040 MODEL #80703 270000472 270000472 7/5/2007 1001854 129566 2982 1490220001 NEMETROPK North East Metro Park BARN ROBERT ANDREW DAVIS 15,017 TORO GROUNSMASTER 4100 D (INCLUDES CUTTING KIT) # 270000155 7/2/2007 1001856 12958 2980 1490220001 EMETROPK East Metro Park BARN ROBERT ANDREW DAVIS 15,017 TORO GROUNSMASTER 4100 D (INCLUDES CUTTING KIT) # 270000155 7/2/2007 1001856 12958 2980 1490220001 EMETROPK East Metro Park BARN ROBERT ANDREW DAVIS 15,017 TORO GROUNSMASTER 4100 D (INCLUDES CUTTING KIT) # 270000155 7/2/2007 1001856 12958 2980 1490220001 EMETROPK East Metro Park BARN ROBERT ANDREW DAVIS 44,916 TORO GROUNSMASTER 4100 D (INCLUDES CUTTING KIT) # 270000155 7/2/2007 1001908 131342 3010 1490220001 EMETROPK East Metro Park BARN ROBERT ANDREW DAVIS 44,916 TORO GROUNSMASTER 4100 D (INCLUDES CUTTING KIT) # 270000155 7/2/2007 1001908 131342 3010 1490220001 EMETROPK East Metro Park BARN ROBERT ANDREW DAVIS 44,916 TORO GROUNSMASTER 4100 D (INCLUDES CUTTING KIT) # 270000155 7/2/2007 1001908 131342 3010 1490220001 EMETROPK East Metro Park BARN ROBERT ANDREW DAVIS 44,916 TORO GROUNSMASTER 4100 D (INCLUDES CUTTING KIT) # 270000155 7/2/2007 1001908 131342 3010 1490220001 EMETROPK East Metro Park BARN ROBERT ANDREW DAVIS 44,916 TORO GROUNSMASTER 4100 D (INCLUDES CUTTING KIT) # 270000155 7/2/2007 1001908 131342 3010 1490220001 EMETROPK East Metro Park BARN ROBERT ANDREW DAVIS 44,916 TORO GROUNSMASTER 4100 D (INCLUDES CUTTING KIT) # 270000155 TORO GROUNSMASTER 4100 D (INCLUDES CUTTING KIT) # 270000155 TORO GROUNSMASTER 4100 D (INCLUDES CUTTING KIT) # 270000155 TORO GROUNSMASTER 4100 D (INCLUDES CUTTING KIT) # 270000155 TORO GROUNSMASTER 4100 D (INCLUDES CUTTING KIT) # 270000155 TORO GROUN	TORO GROUNDMASTER 328-D 2WD MODEL #30626	#	260000464	9/7/2006	1001643	129185	2809	1490220001	DVFIELD	3517 S FM973 Del Valle	PARKING	JAMES D TAYLOR	15,675.00
TORO GROUNDSMASTER 4500-D MOWER (INC 5 DECKS) # 270000759 6/5/2007 1001852 129541 2962 1490220001 EMETROPK East Metro Park BARN ROBERT ANDREW DAVIS 44,511 TORO SAND PRO/INFIELD PRO 3040 MODEL #08703 270000472 270000472 7/5/2007 1001854 129556 2982 1490220001 NEMETROPK North East Metro Park PARKING SYDNIA ANGELIQUE CROSBIE 16,711 TORO SAND PRO/INFIELD PRO 3040 MODEL #08703 # 270000539 7/5/2007 1001855 129557 2981 1490220001 EMETROPK East Metro Park BARN ROBERT ANDREW DAVIS 15,017 TORO GROUNSMASTER 4100 D (INCLUDES CUTTING KIT) # 270000155 7/2/2007 1001856 129558 2980 1490220001 EMETROPK East Metro Park BARN ROBERT ANDREW DAVIS 44,916 JACOBSEN 214 VERTI-CUTTER 3 GANG HYDRAULIC # DR100310 6/27/2007 1001908 131342 3010 1490220001 EOB 411 W 13th Street-EOB 11TH FL SYDNIA ANGELIQUE CROSBIE 12,244 2011 FORD POLICE INTERCEPTOR # 2FAFP71W07X126796 1/26/2007 1001695 129242* 2838 1490010001 BLUEBLUFF 6011 Blue Bluff FLEETLOT MARK A SOBECK 23,148 2007 FORD POLICE INTERCEPTOR # 2FAFP71W07X126796 1/26/2007 1001695 129242* 2838 1490010001 BLUEBLUFF 6011 Blue Bluff FLEETLOT MARK A SOBECK 23,148 2007 FORD POLICE INTERCEPTOR # 2FAFP71W07X126796 1/26/2007 1001695 129242* 2838 1490010001 BLUEBLUFF 6011 Blue Bluff FLEETLOT MARK A SOBECK 23,148 2007 FORD POLICE INTERCEPTOR # 2FAFP71W07X126796 1/26/2007 1001695 129242* 2838 1490010001 BLUEBLUFF 6011 Blue Bluff FLEETLOT MARK A SOBECK 23,148 2007 FORD POLICE INTERCEPTOR # 2FAFP71W07X126796 1/26/2007 1001695 129242* 2838 1490010001 BLUEBLUFF 6011 Blue Bluff FLEETLOT MARK A SOBECK 23,148 2007 FORD POLICE INTERCEPTOR # 2FAFP71W07X126796 1/26/2007 1001695 129242* 2838 1490010001 BLUEBLUFF 6011 Blue Bluff FLEETLOT MARK A SOBECK 23,148 2007 FORD POLICE INTERCEPTOR # 2FAFP71W07X126796 1/26/2007 1001695 129242* 2838 1490010001 BLUEBLUFF 6011 Blue Bluff FLEETLOT MARK A SOBECK 23,148 2007 FORD POLICE INTERCEPTOR # 2FAFP71W07X126796 1/26/2007 1001695 129242* 2838 1490010001 BLUEBLUFF 6011 Blue Bluff FLEETLOT MARK A SOBECK 23,148 2007 FORD POLICE INTERCEPTOR # 2FAFP71W07X126796 1/26/2007 1001695 1	TORO Z441 21 HP KAWASAKI MOWER AIR COOLED	#	270002313	5/30/2007	1001847	129536	2965	1490220001	BLUEBLUFF	6011 Blue Bluff	EASTBC	SYDNIA ANGELIQUE CROSBIE	6,722.73
TORO SAND PRO/INFIELD PRO 3040 MODEL #08703 270000472 270000472 7/5/2007 1001854 129566 2982 1490220001 NEMETROPK North East Metro Park PARKING SYDNIA ANGELIQUE CROSBIE 16,711 TORO SAND PRO/INFIELD PRO 3040 MODEL #08703 # 270000539 7/5/2007 1001855 129557 2981 1490220001 EMETROPK East Metro Park BARN ROBERT ANDREW DAVIS 15,017 TORO GROUNSMASTER 4100 D (INCLUDES CUTTING KIT) # 270000155 7/2/2007 1001856 129558 2980 1490220001 EMETROPK East Metro Park BARN ROBERT ANDREW DAVIS 44,916 JACOBSEN 214 VERTI-CUTTER 3 GANG HYDRAULIC # DR100310 6/27/2007 1001908 131342 3010 1490220001 EOB 411 W 13th Street-EOB 11TH FL SYDNIA ANGELIQUE CROSBIE 12,244 2011 FORD POLICE INTERCEPTOR # 2FABP78V4BX109089 1/31/2011 1003271 146930 3472 1490010001 BLUEBLUFF 6011 Blue Bluff FLEETLOT MARK A SOBECK 23,344 2007 FORD POLICE INTERCEPTOR # 2FABP78V4DX1026796 1/26/2007 1001695 129242* 2838 1490010001 BLUEBLUFF 6011 Blue Bluff FLEETLOT MARK A SOBECK 23,344 2007 FORD POLICE INTERCEPTOR # 2FABP78V4DX1026796 1/26/2007 1001695 129242* 2838 1490010001 BLUEBLUFF 6011 Blue Bluff FLEETLOT MARK A SOBECK 23,344 2007 FORD POLICE INTERCEPTOR # 2FABP78V4DX1026796 1/26/2007 1001695 129242* 2838 1490010001 BLUEBLUFF 6011 Blue Bluff FLEETLOT MARK A SOBECK 23,344 2007 FORD POLICE INTERCEPTOR # 2FABP78V4DX1026796 1/26/2007 1001695 129242*	TORO Z441 21 HP KAWASAKI MOWER AIR COOLED	#	270002164	5/30/2007	1001849	129538	2967	1490220001	EOB	411 W 13th Street-EOB	11TH FL	SYDNIA ANGELIQUE CROSBIE	6,722.73
TORO SAND PRO/INFIELD PRO 3040 MODEL #08703 # 270000539 7/5/2007 1001855 129557 2981 1490220001 EMETROPK East Metro Park BARN ROBERT ANDREW DAVIS 15,011 TORO GROUNSMASTER 4100 D (INCLUDES CUTTING KIT) # 270000155 7/2/2007 1001856 129558 2980 1490220001 EMETROPK East Metro Park BARN ROBERT ANDREW DAVIS 44,916 JACOBSEN 214 VERTI-CUTTER 3 GANG HYDRAULIC # DR100310 6/27/2007 1001908 131342 3010 1490220001 EOB 411 W 13th Street-EOB 11TH FL SYDNIA ANGELIQUE CROSBIE 12,244 2011 FORD POLICE INTERCEPTOR # 2FABP78V4BX109089 1/31/2011 1003271 146930 3472 1490010001 BLUEBLUFF 6011 Blue Bluff FLEETLOT MARK A SOBECK 23,149 2007 FORD POLICE INTERCEPTOR # 2FABP71W07X126796 1/26/2007 1001695 129242* 2838 1490010001 BLUEBLUFF 6011 Blue Bluff FLEETLOT MARK A SOBECK 23,149	TORO GROUNDSMASTER 4500-D MOWER (INC 5 DECKS)	#	270000759	6/5/2007	1001852	129541	2962	1490220001	EMETROPK	East Metro Park	BARN	ROBERT ANDREW DAVIS	44,515.10
TORO GROUNSMASTER 4100 D (INCLUDES CUTTING KIT) # 270000155 7/2/2007 1001856 12958 2980 1490220001 EMETROPK East Metro Park BARN ROBERT ANDREW DAVIS 44,910 JACOBSEN 214 VERTI-CUTTER 3 GANG HYDRAULIC # DR100310 6/27/2007 1001908 131342 3010 1490220001 EOB 411 W 13th Street-EOB 11TH FL SYDNIA ANGELIQUE CROSBIE 12,240 2011 FORD POLICE INTERCEPTOR # 2FAFP71W07X126796 1/26/2007 1001695 1/29/242* 2838 1490010001 BLUEBLUFF 6011 Blue Bluff FLEETLOT MARK A SOBECK 23,140 2007 FORD POLICE INTERCEPTOR # 2FAFP71W07X126796 1/26/2007 1001695 1/29/242* 2838 1490010001 BLUEBLUFF 6011 Blue Bluff FLEETLOT MARK A SOBECK 23,140	TORO SAND PRO/INFIELD PRO 3040 MODEL #08703	270000472	270000472	7/5/2007	1001854	129556	2982	1490220001	NEMETROPK	North East Metro Park	PARKING	SYDNIA ANGELIQUE CROSBIE	16,716.68
JACOBSEN 214 VERTI-CUTTER 3 GANG HYDRAULIC # DR100310 6/27/2007 1001908 131342 3010 1490220001 EOB 411 W 13th Street-EOB 11TH FL SYDNIA ANGELIQUE CROSBIE 12,244 2011 FORD POLICE INTERCEPTOR # 2FABP78V4BX109089 1/31/2011 1003271 146930 3472 1490010001 BLUEBLUFF 6011 Blue Bluff FLEETLOT MARK A SOBECK 24,344 2007 FORD POLICE INTERCEPTOR # 2FAFP71W07X126796 1/26/2007 1001695 129242* 2838 1490010001 BLUEBLUFF 6011 Blue Bluff FLEETLOT MARK A SOBECK 23,148	TORO SAND PRO/INFIELD PRO 3040 MODEL #08703	#	270000539	7/5/2007	1001855	129557	2981	1490220001	EMETROPK	East Metro Park	BARN	ROBERT ANDREW DAVIS	15,017.84
2011 FORD POLICE INTERCEPTOR	TORO GROUNSMASTER 4100 D (INCLUDES CUTTING KIT)	#	270000155	7/2/2007	1001856	129558	2980	1490220001	EMETROPK	East Metro Park	BARN	ROBERT ANDREW DAVIS	44,916.01
2007 FORD POLICE INTERCEPTOR # 2FAFP71W07X126796 1/26/2007 1001695 129242* 2838 1490010001 BLUEBLUFF 6011 Blue Bluff FLEETLOT MARK A SOBECK 23,148	JACOBSEN 214 VERTI-CUTTER 3 GANG HYDRAULIC	#	DR100310	6/27/2007	1001908	131342	3010	1490220001	EOB	411 W 13th Street-EOB	11TH FL	SYDNIA ANGELIQUE CROSBIE	12,246.70
	2011 FORD POLICE INTERCEPTOR	#	2FABP7BV4BX109089	1/31/2011	1003271	146930	3472	1490010001	BLUEBLUFF	6011 Blue Bluff	FLEETLOT	MARK A SOBECK	24,344.05
2008 FORD F350 SUPER CAB PICKUP SHORT BED # 1FTWX33R48EB25342 7/3/2007 1001899 129543* 2915 1370010001 LAKEPATROL 17317 West Beach-Lake Patrol BOATRAMP EDMUND K KUNZ 29,160	2007 FORD POLICE INTERCEPTOR	#	2FAFP71W07X126796	1/26/2007	1001695	129242*	2838	1490010001	BLUEBLUFF	6011 Blue Bluff	FLEETLOT	MARK A SOBECK	23,149.13
	2008 FORD F350 SUPER CAB PICKUP SHORT BED	#	1FTWX33R48EB25342	7/3/2007	1001899	129543*	2915	1370010001	LAKEPATROL	17317 West Beach-Lake Patrol	BOATRAMP	EDMUND K KUNZ	29,162.50
2006 HONDA POLICE MOTORCYCLE ST1300PA # JH2SC51716M400067 1/7/2008 1002084 129606* 3049 1370010001 WCOMMNDCTR 3800 Hudson Bend PARKING GUILLERMO T MARTINEZ 16,044	2006 HONDA POLICE MOTORCYCLE ST1300PA	#	JH2SC51716M400067	1/7/2008	1002084	129606*	3049	1370010001	WCOMMNDCTR	3800 Hudson Bend	PARKING	GUILLERMO T MARTINEZ	16,048.77
2009 HONDA POLICE MOTORCYCLE # JH2SC51739K600562 5/4/2010 1002694 141565* 3382 1370010001 WCOMMNDCTR 3800 Hudson Bend PARKING TOBY JOE MILLER 21,809	2009 HONDA POLICE MOTORCYCLE	#	JH2SC51739K600562	5/4/2010	1002694	141565*	3382	1370010001	WCOMMNDCTR	3800 Hudson Bend	PARKING	TOBY JOE MILLER	21,809.00

*Pending insurance review with Risk Management



Asset Desc	S/N	VIN#	Equip #	Cap Date	Asset (SAP) #	Inventory (tag) #	Resp Cost Center - Dept	Location Key	Location	Room	Employee	Acquisition Value
DODGE VAN 1982	#	2B7KB33T5CK167399	2703	1/20/2006	1039226	125761	1370320111	BLUEBLUFF	6011 Blue Bluff	FLEETLOT	BRIAN T RUBEL	-
SPRAYER/WASHER PRESSURE 3000PSI 125 GL TANK	#	4K8AX0815Y1A65958	2043	10/23/2000	1006500	101795	1490220001	NEMETROPK	North East Metro Park	PARKING	SYDNIA ANGELIQUE CROSBIE	3,395.00
TRAILER 16' TANDEM AXLE UTILITY MAGNUM '93	#	1V5BA1626P1131038	736	7/20/1993	1004598	72394	1490190001	JMORRIS	9301 Johnny Morris	PARKING	SYDNIA ANGELIQUE CROSBIE	2,550.00
"TRAILER ENCLOSED 16' IN LENGTH 6'9"" WIDE	#	1W4200G2952053347	2547	12/21/2004	1012369	124544	1370750001	WCOMMNDCTR	3800 Hudson Bend	1ST FL	PHILLIP JEFFREY HULSEY	4,760.00
HIGH PRESSURE WASHER SYSTEM WITH	#	4K8AX0814Y1A65501	2040	7/11/2001	1006948	103195	1490220001	RCHMOYAPK	Richard Moya Park	PARKING	JAMES D TAYLOR	3,995.00
Backhoe Attachment	-	n/a	n/a	n/a	n/a	98428			East Service Center			-
MOWING DECK ROTARY 15' Model #2615L	-	1221162	MD2027	2001	n/a	103188			East Service Center			_

Item 23

TRANSPORTATION AND NATURAL RESOURCES

STEVEN M. MANILLA, P.E., COUNTY EXECUTIVE

700 Lavaca Street-5th Floor Travis County Administration Building PO Box 1748 Austin, Texas 78767 Phone: (512) 854-9383 Fax: (512) 854-4697

March 25, 2013

MEMORANDUM

TO:

Marvin Brice, C.P.P.B., Assistant Purchasing Agent

FROM:

Steve Manille, H.E., County Executive

SUBJECT: Howard Lane II

Modification # 4, PSA Contract No. Q09AE0251-JW/4400000031 Professional Services Agreement with Jacobs Engineering Group, Inc.

Request

Please accept this memo as a request to modify the professional services contract agreement with Jacobs Engineering for design services related to the Howard Lane II extension project (from Cameron Road to SH 130, including a section of Cameron Road from Harris Branch Parkway to Gregg Lane). This modification is funded solely by the City of Austin for additional design work related to the relocation and extension of an existing waterline and wastewater line. This will increase the contract amount by \$7,691.00 from \$1,256,034.13 to \$1,263,725.13. A copy of the proposed scope of services is provided as Attachment "B".

Additional information is provided below for your use. Please contact Chiddi N'Jie at 854-7585 if you need additional information.

Summary and Staff Recommendations:

The Howard Lane II roadway extension extends from Cameron Road (Harris Branch Road) to SH 130 in Precinct one.

This project was approved by voters in the 2005 bond referendum as a Public-Private project. However, TNR was unable to negotiate an agreement with the private partner and the public funds were reallocated, per the terms of the bond referendum. Replacement funds were eventually provided through a matching-fund agreement with TxDOT. The County's matching funds are being provided with Certificates of Obligation approved during the FY 09 budget process.

It is jointly funded by Private Partners, Travis County, City of Austin (City) (through an Interlocal Agreement), and Texas Department of Transportation (TxDOT) (through an Advance Funding Agreement). The proposed design is a four-lane divided roadway (MAD4) with a bicycle lane and sidewalk on each side of the street. The design will also include a subsurface storm drainage system, two bridges, and associated utility relocations. Attachment "A" is a Project Location Map.

TRAVIS COUNTY

2013 MAR 29 PM 3: 16

PURCHASING

This roadway is classified by Capital Area Metropolitan Planning Organization (CAMPO) as an arterial (MAD4) in the CAMPO Mobility 2035 transportation plan.

The Cameron Road/Harris Branch Road limits of the improvements will be from the current terminus of the four-lane section of Harris Branch Road to the end of the City's jurisdictional limits at Gregg Lane. This contract modification is for engineering design services related to the relocation and extension of a City owned waterline.

Issues and Opportunities

This relocation was made necessary because of the proposed roadway improvements. All relocation costs are the responsibility of the City.

Making this relocation design and construction work a part of the Howard Lane II construction project, which already have a waterline construction component should reflect some advantages of economies of scale. This relocation will facilitate future extension of the City's waterline and service connections without the need to excavate the newly constructed roadway.

Budgetary and Fiscal Impact

This modification, funded solely by the City will increase the contract amount by \$7,691.00 from \$1,256,034.13to \$1,263,725.13. The City has already issued a check for the total amount of the modification to the County.

The financial tracking information is provided below.

Funds Reservation: 0300000499

Fund: 4050

Fund Center: 1490294050

G/L: 511930

WBS Element: RDCN.149.000011.01.02

The entirety of this work will be authorized under the current Work Product.

Required Authorizations:

TNR Financial: Cynthia McDonald

Purchasing: Cyd Grimes

PBO: Jessica Rio

Attachments:

1. Exhibit "A"------Project Location Map

2. Exhibit "B"-----Supplemental Agreement for Waterline

CC: Purchasing: Cyd V. Grimes, C.P.M., Purchasing Agent, Jason Walker

TNR Financial Services: Cynthia McDonald, Donna Williams-Jones, Tawana Gardner

TNR CIP: Steve Sun, Chiddi N'Jie

Central Files: 97B01-15 -1CA\Howard Ln II\ Design

E:\njiec\Documents\Projects2\Howard Ln II\Design\Additional Services\Mod 4\Howard Lane II Contract Mod #4 rev memo.docx

Created 4-25-13 430p

Funds Reservation 300000499

General Data Document type ΝE Document type 1000 02/06/2013 Company code Document date 1000 Posting date 02/06/2013 FM area USD/ 1.00000

1000 Controlling area Currency

Statistics

GARDNET Created on 02/06/2013 Entered by

Last changed by Last changed

More Data

HOWARD LN PHII - MOD 4 JACOBS ENGINEERING Text

Reference

Overall Amount 7,691.00 USD

Document item 001

HOWARD LN PHII - MOD 4 JACOBS ENGINEERING

Commitment item 511930 Funds center 1490294050 4050 Fund G/L account 511930

Cost center Due on Vendor Customer

Amount 7,691.00 USD

	Lane Extension, Phase II	
ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: Jason G. Walker TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: April 5, 2013
ISSUED TO: Jacobs 2705 Bee Caves Road, Suite 300 Austin, TX 78746	MODIFICATION NO.:	EXECUTED DATE OF ORIGINAL CONTRACT: December 22, 2009
ORIGINAL CONTRACT TERM DATES: 12/22/	09 - through project completion CURRENT CONTRACT TE	RM DATES: 12/22/12 - through project completion
FOR TRAVIS COUNTY INTERNAL USE ON Original Contract Amount: \$840,636.39	LY: Current Modified Amount \$1,263,725,13	
DESCRIPTION OF CHANGES: Except a modified, remain unchanged and in full force	as provided herein, all terms, conditions, and provisions of the	ne document referenced above as heretofore
	rvices, as outlined in Consultant's Supplemental Agre atract. As a result of these additional Work Product	
1. Reference EXHIBIT 1, SECTION 1	- COMPENSATION FOR BASIC SERVICES:	
increase of \$7,491.00. b. Paragraph 1.1.1, (i) Design Phaincrease of \$7,491.00.	re the performance of basic services is modified from Sase, Work Product #4 - 90% Design is modified from is changed from \$1,226,504.88 to \$1,233,995.88, an i	m \$631,868.97 to \$639,359.97, an
	4 - REIMBURSABLE EXPENSES, 4.1, the Non-Laboration of the REIMBURSABLES TOTAL NOT 15 \$200.00.00.	
NTE amount of \$1,256,034.13 (\$1,226	5 - TOTAL AGREEMENT SUM. The TOTAL AGRI 5,504.88 Basic Services and NTE amount of \$29,529 3,995.88 Basic Services, and NTE amount of \$29,7	2.25 Reimbursable Expenses) to an
D. The Contract Scope of Services is Services as outlined in Consultant's Supp	s modified to include the performance by Engineer plemental Agreement (Attachment A).	of the additional Work Product 4
Note to Vendor: [X] Complete and execute (sign) your portion [] DO NOT execute and return to Travis Cou	of the signature block section below for all copies and return all inty. Retain for your records.	signed copies to Travis County.
LEGAL BUSINESS NAME ACOBS	ENCHERRING GEP, INC.	□ DBA
BY: Levi Conne		CORPORATION
SIGNATURE		□ OTHER
PRINT NAME	2	DATE:
TITLE: OPERATIONS	MGR.	4.15.13
ITS DULY AUTHORIZED AGENT TRAVIS COUNTY, TEXAS		DATE:
BY: 48	W DUDOU A CITY OF THE STATE OF	
CYD V. GRIMES, C.P.M., TRAVIS COUNT	1 PURCHASING AGENT	
TRAVIS COUNTY, TEXAS		DATE:

DRAFT

BY:
SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE

ATTACHMENT A

SERVICES TO BE PROVIDED BY THE ENGINEER FOR HOWARD LANE -- PHASE II SUPPLEMENTAL AGREEMENT FOR HOWARD LANE EXTENSION

PROJECT:

Howard Lane - Phase II

LIMITS:

Intersection of Titanium St. at Howard Lane

COUNTY:

Travis County

PROJECT LENGTH:

145 LF - Water; 25 LF - Wastewater

The following supplemental is to provide waterline and wastewater line relocations/extensions from their current location on Titanium to a point to the north of Howard Lane, outside of the intersection. The relocations and extensions include:

- 145 LF extension of the 12-inch Ductile Iron waterline at its current endpoint on Titanium St. to a location north of the future Howard Lane.
- 25 LF extension of the 12-inch PVC wastewater line at its current manhole existing at the intersection of Titanium St. and the future Howard Lane to a location north of the future Howard Lane.

The following services do not replace any services listed in the original contract, but supplement them.

Work Product #4:

- 1. Phase A Project Coordination Project Coordination with the Austin Water Utility (AWU): Prepare and monitor schedule, generate required QCP documentation, manage design team, and coordinate with roadway design team.
- 2. Phase B Design Prepare and submit final construction documents complete for AWU review and approval. It is assumed that there will be only one review and response iteration with the AWU. Design shall include preparation of:
 - i. Plan and profile drawings for both the waterline and wastewater line extension and associated appurtenances.
 - ii. All necessary technical details.
 - iii. Inclusion of all necessary specifications to supplement the existing construction documents and project manual.
 - iv. Quality assurance and control shall be performed per Quality Control Plan at each submittal and appropriate documentation shall be submitted accordingly.

3. Assumptions

a. The pipe diameter size, points of connection, and all other pertinent preliminary engineering data for this line have been determined by the Austin Water Utility and are not the responsibility of the Engineer.

- b. Sub-surface utility research has already been conducted and results will be available for inclusion into the final design.
- c. Topographic & tree field surveys (8-inches in diameter) along the proposed route have already been completed and no additional survey is necessary to complete final design.
- d. All necessary geotechnical borings have been completed and included in a Geotechnical Data Report that will be available for reference and inclusion in the project manual.
- e. All necessary real estate acquisition, including Right of Way and easements, have been or are being acquired by others and are not included in this scope of services.
- f. An environmental and archeological desktop analysis has been completed and all permitting clearances will be conducted as part of the overall Howard Lane Road Extension, Phase II project. There will not be any environmental or archeological work associated with this component of the project.
- g. Traffic control plans will not be included in the construction documents and will be included as part of the overall Howard Lane Road Extension, Phase II project.
- h. A Stormwater Pollution Prevention Plan (SWPPP) will not be included in the construction documents associated with this component of the work and will be included as part of the overall Howard Lane Road Extension, Phase II project.
- i. Although the project is within the City of Austin Full Purpose Jurisdiction, neither a City of Austin Site Plan nor General Permit will be required for the proposed work. All construction associated with this scope of services will be permitted as part of the overall Howard Lane Road Extension, Phase II project.
- j. The proposed project will not involve work within waters of the United States, including wetlands, as defined by Section 404 of the Clean Water Act.
- k. The project boundaries do not lie within COA-defined Recharge Zone, or the Edwards Aguifer Recharge Zone as defined by the TCEQ.
- I. The project boundaries are not within the boundaries of the Balcones Canyonlands Preserve (BCP).
- m. The project is not located within the COA-defined Barton Springs Zone.
- n. The proposed project will not be funded using federal money.
- o. There are no environmental or archeological impacts such that a Nationwide permit would apply.

Created 4-25-13 430p Item 24



Travis County Commissioners Court Agenda Request

Meeting Date: April 30, 2013

Prepared By/Phone Number: Kent Hubbard/854-6458 **Elected/Appointed Official/Dept. Head:** Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Pursuant to Texas Local Government Code, Section 263.152(a)(3), order body armor vests to be destroyed.

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

Texas Local Government Code, Section 263.152(a)(3) authorizes the Court to dispose of assets by ordering property to be destroyed. This request is to authorize Fiber Brokers International to receive seventy (70) expired body armor vests to pick up and destroy said vests by shredding at no cost to Travis County.

The Court approved a similar request in December 2010 for 320 body armor vests to the same company, Fiber Brokers International.









Travis County Commissioners Court Agenda Request

Meeting Date: Tuesday, April 30, 2013

Prepared By/Phone Number: Sydney Ceder, 854-9882 Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve Contract Award for Portion Control Cleaning Chemicals, IFB No. 1302-007-SC to the low bidder, Choice Cleaning Supply, Inc. d/b/a. Kim Paper, Inc.

➤ 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. This contract will provide Portion Control Cleaning Chemicals for the Travis County Sheriff's Office.

IFB No. 1302-007-SC was issued on March 5, 2013. A total of twenty-seven (27) vendors were solicited and three (3) bids were received. The Travis County Sheriff's Office recommends award to the low bidder, Choice Cleaning Supply, Inc. d/b/a. Kim Paper, Inc.

Contract-Related Information:

Award Amount: Estimated Quantity-as needed requirements

Contract Type: Annual

Contract Period: April 30, 2013 through April 29, 2014

Solicitation-Related Information:

Solicitations Sent: 27 Responses Received: 3

HUB Information: N/A % HUB Subcontractor: N/A

> Funding Information:

☐ Shopping Cart/Funds Reservation in SAP: N/A

□ Comments: Requisitions are processed at the time of the requirement.

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

GREG HAMILTON

JAMES N. SYLVESTER Chief Deputy

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

PHYLLIS CLAIR Major – Law Enforcement

DARREN LONG Major – Corrections

MARK SAWA Major - Administration & Support

Date: April 17, 2013

MEMORANDUM

TO:

Sydney Cedar, Purchasing

FROM:

Samantha Peterman, Accounting Clerk S

THROUGH:

Maria Wedhorn, Lead Financial Analyst

SUBJECT:

Portion Control Cleaning Chemicals-1302-007-SC

The Travis County Sheriff's Office would like to award the bid to Kim Paper Products for the cleaning chemicals.

Funding sources is account 1370440001. GL#510080

If you have any question please feel free to give me a call at 854-4185.

XC: Maria Wedhorn, Lead Financial Analyst

solvents for cleaning all hard surface flooring. pH of 7.0 to 7.2 leaves no residue to dull high gloss finishes. Excellent for damp mopping or auto-scrubbing. Each polyethylene pre-measured Pac makes two (2) gallons of usable solution when mixed with water, Product contains 800 emergency phone number. Each carton contains 180 pre-measured Pacs, Packed 4 cartons per

Price per Carton: \$59.70 Price per Case: \$238.80

Total equivalent CASES of PortionPac CP1802 needed:

Supplier Totals

Kim Paper (4/4 items) \$22,341.50

Bid Contact Eugene Kim Address 2200 Denton Dr Ste 112

ekim@kimpaper.com Austin, TX 78758 Ph 512-973-0808

Fax 512-973-0909 Qualifications SB TX

Bid Notes Please contact me at 512-973-0808 If you need samples of the Glass Cleaner. We can have one

out immediately. Thanks!

Agency Notes:

Supplier Notes: Please contact me at 512-973-0808 if you need samples of the Glass Cleaner. We can have one out immediately.

Thanks!

Smith Supply Company \$36,332.60 (4/4 items)

Bid Contact Casey Smith Address 5202 Midway Drive

Ph 254-773-3592 **Temple, TX 76502**

Agency Notes: Supplier Notes:

PortionPac Chemical Corporation [Ad] \$52,975.60 (4/4 items)

Bid Contact Burton W. Klein Address 400 N Ashland

rfp@portionpaccorp.com Chicago, IL 60622 Ph 312-226-0400

Fax 312-226-5400

We are bidding on all four Items, however three Items we are bidding are listed as "Alternate **Bid Notes**

Offers" and on the "Request for Approved Equal" form.

Agency Notes: Supplier Notes:

We are bidding on all four items, however three items we are bidding are listed as "Alternate Offers" and on the

"Request for Approved Equal" form.



Travis County Commissioners Court Agenda Request

Meeting Date: April 30, 2013

Prepared By/Phone Number: David Walch 46663; Marvin Brice 49765

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve Modification No. 1 to contract 4400001243, Communication By Hand for interpreter 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.

This agreement provides properly qualified and legally certified sign language interpreter services for youth identified and referred by the Travis county Juvenile Probation Department. All services will be provided in accordance with the Code of Professional Conduct from the Registry of Interpreters for the Deaf and the Board of Evaluation for Interpreters.

Modification No. 1assigns this agreement from "Communications By Hand" to "Communications By Hand L.L.C.". The contract agency reformed as a Domestic Limited Liability Company (L.L.C.) with a new tax ID number. This modification does not affect the unit rate or service levels being provided.

Section 4.10 of the contract states: Pursuant to TEX. LOC. GOV'T. CODE ANN. § 262 et seq., Commissioners Court hereby orders that this Agreement is exempt from the requirements of the County Purchasing Act because it is a contract for the purchase of personal or professional services.

➤ Contract Expenditures: Within the last 12 months \$822.50 has been spent against this contract/requirement.

Contract-Related Information:

Award Amount: As-Needed Contract Contract Type: Professional Service

Contract Period: February 26, 2013 – September 30, 2013

(auto-renewal)

> Contract Modification Information:

Modification Amount: As-Needed Agreement

Modification Type: Bi-Lateral

Modification Period: April 30, 2013 – September 30, 2013

(auto-renewal)

> Funding Information:

☐ SAP Shopping Cart #:

□ Funding Account(s): Cost Center 1450180001; Product Code:

8211200; GL# 511850

□ Comments: Contract is As-Needed

		<u>Services</u>	
SSUED BY:	PURCHASING OFFICE 700 LAVACA STREET # 800 AUSTIN, TX 78701	PURCHASING AGENT ASST: David Walch TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: April 3, 2013
AT' P.O	nmunication By Hand FN: Delia Mot Merrit D. Box 9064 Stin, Texas 78766	MODIFICATION NO.:	EXECUTED DATE OF ORIGINAL CONTRACT: February 26, 2013
PRIGINAL CONT	RACT TERM DATES: 02/26/20	 <u>013</u> - 09/30/2020	DATES: Auto Renewal
	OUNTY INTERNAL USE ONL Amount: N/A As needed	Y: Current Modified Amount \$ on an as needed basis.	
ESCRIPTION nodified, remain	OF CHANGES: Except as a unchanged and in full force	provided herein, all terms, conditions, and provisions of the do and effect.	ocument referenced above as heretofore
		e assigned as it is written on page 2 of this modi ill be modified to read:	fication and all correspondence
		Communication By Hand LLC P.O. Box 9064 Austin Taxas 78766	
		Austin, Texas 78766	
K] Complete and	execute (sign) your portion of t	he signature block section below for all copies and return all signed 7. Retain for your records.	copies to Travis County.
X] Complete and] DO NOT execu	te and return to Travis County	. Retain for your records.	copies to Travis County.
X] Complete and] DO NOT execu	te and return to Travis County		
BY: SIGNATU	te and return to Travis County	nication by Hand, UC	□ DBA
BY: PRINT NX	te and return to Travis County	. Retain for your records.	□ DBA □ CORPORATION
EGAL RUSINES BY: SIGNATURE PRINTINA TITLE: HIS DULY RAVIS COUNTY	RE MOLLA AUTHORIZAD AGENT	nication by Hand, UC heupett	☐ DBA ☐ CORPORATION ☐ OTHER
EGAL RUSINES BY: SIGNATURE PRINTINA ITLE: ITS DULY RAVIS COUNTY Y:	RE LA LOHA AUTHORIZAD AGENT (, TEXAS ES, C.P.M., CPPO TRAVIS COL	nication by Hand, UC heupett	DATE:

ASSIGNMENT OF CONTRACT

The parties to this Assignment of Contract (this "Assignment") are Delia Mott Merritt d/b/a Communication By Hand, Tax ID # 16-1730548 a corporation duly authorized and operating under the laws of the State of Texas ("Assignor"), and Communication By Hand LLC, Tax ID # 46-1814240, a corporation duly authorized and operating under the laws of the State of Texas ("Assignee").

RECITALS:

- A. Travis County and are Delia Mott Merritt d/b/a Communication By Hand entered into a written Contract for the provision of professional interpreter services (Contract No. 4400001243) on February 26, 2013, which is hereby incorporated by reference herein for all purposes as if fully copied and set forth herein at length, (the "Contract"); and
- B. Assignor desires by this Assignment to assign all of its right, title and interest in and to the Contract to Assignee subject to the terms of the Contract and this Assignment.

TERMS: In consideration of the mutual agreements set forth in this Assignment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. Assignor assigns, transfers and conveys to Assignee all of its right, title and interest in and to the Contract effective as April 1, 2013 (the "Effective Date of Assignment").
- 2. Assignee accepts such assignment, and assumes and is bound by and shall perform all terms, conditions, covenants, obligations, and duties of Assignor under the Contract as of the Effective Date of Assignment.
- 3. Assignor and Assignee acknowledge that nothing in this Assignment waives or modifies any of the provisions of the Contract.
- 4. The provisions of this Assignment are binding on and inure to the benefit of the heirs, representatives, successors and assigns of the parties.
- 5. This Assignment shall be construed and enforced in accordance with the laws of the State of Texas. Venue for any action arising hereunder or connected herewith shall lie exclusively in Travis County, Texas.

6. All references in this Assignment to the Contract encompass the original Contract No. 4400001243.

Delia Mott Merrity Del Communication By Hand	Communication By Hand LLC
Ву:	By:
Printed Name: Delia Mott Wennitt	Printed Name: Delia Mot Werrit
Title & Date: Owner 418 13	Title & Date: Manager Member 4/8/13
Attest:	Attest:
Date:	Date:

By its signature below, Travis County signifies its consent to and approval of this Assignment from Delia Mott Merritt d/b/a Communication By Hand to Communication By Hand LLC.

TRAVIS COUNTY, TEXAS

By: _____

Samuel T. Biscoe Travis County Judge

Date: _____

David Walch

From: Delia Mott Merritt <delia@cbhand.com>
Sent: Monday, April 01, 2013 11:15 AM

To: Monday, April 01, 2013 11:13 A

To: David Walch
Subject: CBH LLC

Attachments: CCE01312013_0001.pdf; CBH LLC 2013 W9.pdf

David,

This is to notify your office that Communication by Hand became an LLC as of 1/16/13. All payments should reflect our new LLC name and EIN. Attached is a current W9 and our certificate of filing with the State of Tx.

Let me know if I need to do anything else to make the changes to our contract.

Kind regards,

Delia Mott Merritt, TxBEI III/CIC | Owner | Communication by Hand, LLC | TX HUB 512.467.1917 Office | 512.419.1061 Fax | 512.227.4343 Urgent/Text

This email address is for confidential communication between Delia and mail recipient. It is not intended for requesting interpreting services! If you need to schedule an interpreter, please send it to our main email at terp@cbhand.com or call 512-467-1917.

From: Delia Mott Merritt

Sent: Thursday, January 31, 2013 4:31 PM

To: Delia Mott Merritt

Subject: CBH LLC CERTIFICATE OF FILING

Corporations Section P.O.Box 13697 Austin, Texas 78711-3697



Office of the Secretary of State

CERTIFICATE OF FILING OF

Communication by Hand, LLC File Number: 801718737

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Limited Liability Company (LLC) has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 01/16/2013

Effective: 01/16/2013



00 Day

John Steen Secretary of State

Dial: 7-1-1 for Relay Services Document: 461400960002 Form W-9

(Rev. January 2003)
Department of the Treasury

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.	Name COMMUNICATION BY HAND LLC		
	Business name, if different from above		
	Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶	Exempt from backup withholding	
	Address (number, street, and apt. or suite no.) Request PO BOX 9064	r's name and address (optional)	
	City, state, and ZIP code AUSTIN TX 78766		
	List account number(s) here (optional)		
Part	Taxpayer Identification Number (TIN)		
Howe page see H	your TIN in the appropriate box. For individuals, this is your social security number (SSN). ver, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on 3. For other entities, it is your employer identification number (EIN). If you do not have a number, ow to get a TIN on page 3.	Social security number Or Frankley Medition number	
Note: to ent	If the account is in more than one name, see the chart on page 4 for guidelines on whose number er.	Employer identification number 4 6 1 8 1 4 2 4 0	

Part II Certification

Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- 3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest pard, acquisition of abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Signature of Here U.S. person ► Date ► 1/6/1

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only If you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- 2. Certify that you are not subject to backup withholding, or
- 3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

if you are a U.S. resident allen who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

- 1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
 - 2. The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
- The type and amount of income that qualifies for the exemption from tax.
- 5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

David Walch

From:

Sylvia Mendoza

Sent:

Wednesday, April 03, 2013 11:40 AM David Walch; Michael Williams

To: Subject:

RE: CBH LLC

No objection

From: David Walch

Sent: Wednesday, April 03, 2013 11:23 AM **To:** Michael Williams; Sylvia Mendoza

Subject: FW: CBH LLC

Mike & Sylvia

I received the following request from Communication by Hand as they've re-incorporated with a new tax ID number. Unless you have an objection I'm going to process the modification to assign the contract to the new entity.

Let me know if you have any questions or concerns.

David

From: Delia Mott Merritt [mailto:delia@cbhand.com]

Sent: Monday, April 01, 2013 11:15 AM

To: David Walch Subject: CBH LLC

David.

This is to notify your office that Communication by Hand became an LLC as of 1/16/13. All payments should reflect our new LLC name and EIN. Attached is a current W9 and our certificate of filing with the State of Tx.

Let me know if I need to do anything else to make the changes to our contract.

Kind regards,

Delia Mott Merritt, TxBEI III/CIC | Owner | Communication by Hand, LLC | TX HUB 512.467.1917 Office | 512.419.1061 Fax | 512.227.4343 Urgent/Text

This email address is for confidential communication between Delia and mail recipient. It is not intended for requesting interpreting services! If you need to schedule an interpreter, please send it to our main email at terp@cbhand.com or call 512-467-1917.

From: Delia Mott Merritt

Sent: Thursday, January 31, 2013 4:31 PM

David Walch

From: Michael Williams

Sent: Wednesday, April 03, 2013 11:42 AM

To: David Walch
Cc: Sylvia Mendoza
Subject: RE: CBH LLC

David, we are fine with this. Mike

From: David Walch

Sent: Wednesday, April 03, 2013 11:23 AM **To:** Michael Williams; Sylvia Mendoza

Subject: FW: CBH LLC

Mike & Sylvia

I received the following request from Communication by Hand as they've re-incorporated with a new tax ID number. Unless you have an objection I'm going to process the modification to assign the contract to the new entity.

Let me know if you have any questions or concerns.

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Sent: Monday, April 01, 2013 11:15 AM

To: David Walch Subject: CBH LLC

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Let me know if I need to do anything else to make the changes to our contract.

Kind regards,

Delia Mott Merritt, TxBEI III/CIC | Owner | Communication by Hand, LLC | TX HUB 512.467.1917 Office | 512.419.1061 Fax | 512.227.4343 Urgent/Text

This email address is for confidential communication between Delia and mail recipient. It is not intended for requesting interpreting services! If you need to schedule an interpreter, please send it to our main email at terp@cbhand.com or call 512-467-1917.

From: Delia Mott Merritt

Sent: Thursday, January 31, 2013 4:31 PM



Travis County Commissioners Court Agenda Request

Meeting Date: April 30, 2013

Prepared By/Phone Number: Scott Wilson, 854-1182 Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve Contract Award for the Purchase of Professional Services, Contract No. 4400001439, to Medicalistics, LLC.

▶ 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. This Agreement provides software maintenance and related professional services for the Electronic Medical Records (EMR) System.

In August 2009 the County contracted with Simplicity Healthcare Systems for a turnkey EMR (NextGen Healthcare) System based on a competitive bid process. However, the vendor was not able to complete the project according to their contract terms and the contract was terminated for convenience in October 2010. Since then the Sheriff's Office has been without maintenance and support.

At this time the Sheriff's Office recommends awarding a contract to Medicalistics, LLC, the only NextGen Healthcare authorized vendor allowed and capable of the service required to bring the EMR System up to date and complete the project, as well as, provide ongoing maintenance and support. The cost for software, interfaces, installation services and training is \$100,398. Maintenance for year one is \$53,740. Thereafter, there is a 3% cap on the annual maintenance cost.

The contract states: Pursuant to TEX. LOC. GOV'T. CODE ANN. § 262 et seq., the Travis County Commissioners Court hereby orders that this Agreement is exempt from the requirements of the County Purchasing Act because it is an Agreement for the purchase of personal or professional services.

> Contract-Related Information:

Award Amount: \$154,138

Contract Type: Professional Services Agreement

Contract Period: Upon Commissioner's Court Approval with

successive one (1) year terms

Funding	Informa ⁻	tion:
	م ما ما ما د	<u></u>

☐ SAP Shopping Cart #:☐ Funding Account(s):

☐ Comments:



PROFESSIONAL SERVICES AGREEMENT "PSA"

Medicalistics, LLC 3400 College Blvd. Suite 140, Kansas 66211 a Kansas LLC ("Medicalistics") and Travis County, a political subdivision of the State of Texas, ("the Client" or "County" or "Travis County") (each a "Party" or collectively, the "Parties") agree that the terms and conditions set forth in this Professional Services Agreement (this "Agreement") and the Service Schedule(s) (each a "Service Schedule" and collectively, the "Service Schedules") executed from time to time hereunder will apply to any order accepted by Medicalistics for the sale of Services to, and the purchase of Services by, the Client. Pursuant to TEX. LOC. GOV'T. CODE ANN. § 262 et seq., the Travis County Commissioners Court hereby orders that this Agreement is exempt from the requirements of the County Purchasing Act because it is an Agreement for the purchase of personal or professional services.

TERMS AND CONDITIONS

1. TERM

This Agreement provides the terms and conditions for the purchase of software maintenance and related professional services by the Client from Medicalistics, as described in this Agreement and its attachments. This Agreement will be effective after execution of this Agreement by Medicalistics and upon approval of the Travis County Commissioners Court and will continue in full force and effect for successive one-year periods. This Agreement will automatically renew each year unless otherwise terminated under the provisions of this Agreement. The word "Agreement" as used herein shall be defined as this Professional Services Agreement, together with any executed Services Schedule(s) ("Schedule") or other incorporated exhibits, attachments or addenda.

2. LICENSED SOFTWARE

2.1 Medicalistics licenses to Client, and Client accepts, the electronic medical records software listed in **Exhibit "A"** (the "List of Software Currently Licensed to Client" or the "Licensed Software") subject to the terms and conditions set forth in **Exhibit "B"** (the "Medicalistics Master License Agreement") and in this Agreement.

3. SCHEDULES

When the Client desires to purchase Services from Medicalistics, the Client will submit a completed Services Schedule. Each Services Schedule shall refer to and shall be incorporated by reference to this Agreement. Once Medicalistics accepts a Schedule in writing, subject to the terms and conditions of this Agreement, Medicalistics agrees to provide and perform the Services described in each Services Schedule for the Client as set forth therein.

4. SERVICES

- 4.1 Medicalistics will perform the professional services set forth in the Statement of Work attached as **Exhibit** "C" to this Agreement.
- 4.2 Medicalistics will also perform the specific software maintenance and related professional services listed below (the "Services"):
- (i) all Medicalistics Software Maintenance Services described in this Agreement and in **Exhibit "D"** to this Agreement;
- (ii) any reinstallation, integration and implementation services as needed to ensure the Licensed Software functions in accordance with the Statement of Work and the Performance Criteria (as defined in Section 7, below);
- (iii) any additional professional services required by the Client and offered by Medicalistics that are listed in **Schedule "A"**, attached to this Agreement, which services will be invoiced in accordance with the hourly rates set forth in **Schedule "A"**;
- (iv) any services not described in the foregoing paragraphs that are described in each Services Schedule executed from time to time under this Agreement.

- 4.2 To the extent practicable, and in order to facilitate Medicalistics' performance of the Services, the Client will endeavor to provide Medicalistics with access to a telephones and telecopier, and reasonable working space, including, as applicable, heat, light, electric current and outlets for the use by Medicalistics' personnel. Medicalistics will be provided with access to the Client's computer systems on which the latest current version of the Licensed Software resides. The Client will provide to Medicalistics needed security access (RS Tokens, security software, other security measures) as needed.
- 4.3 <u>Implied Services</u>. If any services, functions, or responsibilities not specifically described in the Statement of Work or Performance Criteria of this Agreement are required for the proper performance of the Services and provision of products as stated in the Statement of Work or Performance Criteria of this Agreement, they will be deemed to be implied by and included within the scope of the Services stated therein to the same extent and in the same manner as if specifically described in such Statement of Work or Performance Criteria of this Agreement. Except as otherwise expressly specified as a responsibility of County in this Agreement, Medicalistics shall be responsible for providing the personnel and other resources as necessary to provide the Services under the Statement of Work or Performance Criteria of this Agreement.

5. PAYMENT

- 5.1 Payments will be made by check or warrant by County upon satisfactory performance of the services associated with the payment milestones listed in the attached "Payment Milestone Schedule" (**Schedule "B"**) and submission of an invoice to: Travis County Auditor, P.O. Box 1748, Austin, TX 78767.
- 5.2 All payments shall be made by the Client to Medicalistics at the address indicated on Medicalistics' invoice or at such other address as may be designated in writing to the Client by Medicalistics.
- 5.3 Medicalistics shall provide County with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification, that is completed in compliance with the Internal Revenue Code and its rules and regulations before any Agreement funds are payable.
- As a minimum, invoices must include: (i) name, address, and telephone number of Medicalistics and similar information in the event payment is to be made to a different address; (ii) County Contract or Purchase Order number; (iii) identification of products or services as outlined in this Agreement; (iv) quantity or quantities, applicable unit prices, total prices, and total amount; and (v) any additional payment information called for by this Agreement. Travis County will not pay invoices that are in excess of the amount authorized by the Purchase Order.
- 5.5 Payment will be deemed to have been made on the date of mailing of the check or warrant. For purposes of payment discounts, time will begin upon satisfactory delivery of products and services and/or submission of acceptable invoice, whichever is last. Partial payments will not be made unless specifically requested and approved by County prior to execution of this Agreement.
- 5.6 Accrual and payment of interest on overdue payments shall be governed by TEX. GOV'T CODE ANN., ch. 2251.
- 5.7 Notwithstanding anything to the contrary in this Agreement, if Medicalistics is delinquent in the payment of property taxes in Travis County at the time of invoicing, Medicalistics hereby assigns any payment(s) to be made for products and services covered by this Agreement to the Travis County Tax Assessor-Collector for the payment of such delinquent taxes.
- Travis County is a political subdivision organized under the laws of the State of Texas and is exempt from sales and use taxes under Tex. Tax Code Ann. § 151.309, as amended. An exemption certificate will be provided to Medicalistics upon written request. Medicalistics is responsible for all taxable matters associated with providing

products and services under this Agreement, including all compensation paid to Medicalistics for such products and services.

- Persons With Outstanding Debts to Governmental Bodies: If notice of indebtedness has been filed with the County Auditor or County Treasurer, evidencing the indebtedness of a person to the state, Travis County, or a salary fund, a warrant may not be drawn on a county fund in favor of a person, or the agent or assignee(s) of a person, until the person owing the debt is notified in writing that the debt is outstanding and the debt is paid.
 - (i) "Debt" includes delinquent taxes, fines, fees, and indebtedness arising from written agreements with the County.
 - (ii) Medicalistics is hereby notified that County may apply any funds the County owes Medicalistics under this Agreement to offset or reduce any outstanding balances Medicalistics owes the State of Texas, Travis County, or a salary fund.
 - (iii) This Agreement shall be interpreted and construed in accordance with Section 154.045 of the Texas Local Government Code, as enacted or as amended.

6. COMPENSATION

- 6.1 As compensation for Medicalistics' provision of the Services under this Agreement, the Client will pay Medicalistics the sum indicated in **Exhibit "E"**. Medicalistics shall submit to the Travis County Auditor an invoice detailing the Services performed.
- 6.2 Medicalistics is an independent contractor and Travis County shall not pay Medicalistics any customary Travis County employment benefits, including, but not limited to taxes, worker's compensation, health or retirement benefits, sick leave or vacation and holiday.
- 6.3 Medicalistics is responsible for reporting all federal, state, and city tax liabilities, social security obligations, and any other taxable matters associated with the Services and compensation rendered under this Agreement and shall be solely obligated to pay any and all taxes related to income paid to Medicalistics.

7. WARRANTIES

- 7.1 <u>Performance Criteria</u>. Medicalistics warrants and represents that the Licensed Software will perform substantially in accordance with the performance capabilities, functionality requirements, and technical specifications (the "Performance Criteria") set forth: (i) in **Exhibit "C"**, (ii) elsewhere in this Agreement, and (iii) in any Services Schedules executed from time to time. Medicalistics will perform the Services under this Agreement in such a manner to ensure that the Licensed Software continues to meet or exceed these Performance Criteria.
- 7.2 <u>Services Warranty</u>. The Services to be furnished by Medicalistics hereunder are professional services. Medicalistics warrants that the services provided under this Agreement shall be performed in a good and workmanlike manner and in accordance with the highest standards in the industry for an experienced and competent company performing the same or similar services.
- 7.3 THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY SPECIFICALLY DISCLAIMED. Any alteration to the Services delivered hereunder by the Client or any third party without the written consent of Medicalistics shall void any warranty provided hereunder.

- 7.4 <u>Personnel</u>. Medicalistics warrants and represents that its personnel and subcontractors have the knowledge, ability, expertise and experience to furnish and maintain the Licensed Software in accordance with this Agreement and its exhibits, attachments and appendices. Any replacement personnel and any subcontractor(s) shall have equal or greater qualifications when compared to the original person or subcontractor.
- 7.5 <u>Conflicting Agreements</u>. Medicalistics warrants that it is not a party to any other existing agreement that would prevent it from entering into this Agreement or which would adversely affect this Agreement.

8. DATA RIGHTS

8.1 Software developed by Medicalistics for Client under this Agreement or under any Services Schedule shall be owned by Medicalistics and the Parties will execute the appropriate license or other authorized use agreement so that the Client may use such developed software for Client's own internal use. Any modifications, enhancements derivation, or revisions to any software developed for Client under this Agreement and owned by Medicalistics shall remain the sole and exclusive property of Medicalistics, and Medicalistics retains all right, title and interest in such enhancements, modifications, derivation, and revisions, unless otherwise agreed to in writing by Medicalistics and the Client.

9. CONFIDENTIAL INFORMATION

- 9.1 The Parties acknowledge and agree that each Party may provide to the other certain information that is considered confidential, proprietary and/or otherwise not subject to disclosure to third parties (the "Confidential Information"). The Parties shall clearly designate "Confidential" all such Confidential Information. Each Party agrees to hold such Confidential Information in strict confidence using the same standard of care as it uses to protect its own Confidential Information but not less than a reasonable standard of care, and shall not disclose such Confidential Information for any purpose except as necessary to fulfill its obligations under this Agreement, or except as required by law. Each Party shall further limit access to such Confidential information to such of its employees, agents and contractors who need such access to fulfill its obligations under this Agreement, and shall require its employees, agents and contractors who have access to such Confidential Information to abide by the confidentiality provisions of this Agreement.
- <u>9.2</u> Texas Public Information Act. Notwithstanding the foregoing, disclosure of any information obtained by either Party or any of its officials, employees, agents or representatives in connection with this Agreement shall be subject to the provisions of the Texas Public Information Act and all legal authorities relating thereto, including but not limited to opinions, decisions and letter rulings issued by the State Attorney General's Office.

10. LIMITATION OF DAMAGES AND REMEDIES

- 10.1 Medicalistics' ENTIRE LIABILITY AND THE CLIENT'S EXCLUSIVE REMEDIES AGAINST Medicalistics FOR DAMAGES FROM ANY CLAIM OR CONTROVERSY WHATSOEVER REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL BE IN ACCORDANCE WITH THE FOLLOWING:
- (i) FOR PERSONAL INJURY (INCLUDING DEATH) TO THE EXTENT CAUSED BY Medicalistics, THE CLIENT SHALL BE ENTITLED TO RECOVER FROM Medicalistics ACTUAL, DIRECT DAMAGES;
- (ii) FOR CLAIMS OTHER THAN THOSE SET FORTH IN (i) ABOVE, Medicalistics' LIABILITY SHALL BE LIMITED TO ACTUAL, DIRECT DAMAGES IN AN AMOUNT NOT TO EXCEED THE PRICE PAID TO Medicalistics FOR THE AFFECTED SERVICES;

(iii) IN NO EVENT SHALL Medicalistics, INCLUDING ITS OFFICERS, DIRECTORS AND EMPLOYEES, BE LIABLE FOR LOSS OF PROFITS, LOSS OF USE OF EQUIPMENT OR SYSTEMS, OR ANY OTHER INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGE, WHETHER OR NOT Medicalistics HAS BEEN ADVISED TO THE POSSIBILITY OF SUCH DAMAGES.

11. TRAVEL

11.1 Only those travel expenses of Medicalistics personnel that are approved in advance and in writing by Travis County will be reimbursed by the Client. Reimbursement will be made in accordance with the Client's "Travel Policy" provisions of the Travis County Budget Rules, a copy of which will be provided to Medicalistics upon request.

12. FUNDING OUT

12.1 Despite anything to the contrary in this Agreement, if, during budget planning and adoption, the Travis County Commissioners Court fails to provide funding for this Agreement for the following fiscal year of Travis County, County may terminate this Agreement without penalty after giving Medicalistics thirty (30) calendar days written notice that this Agreement is terminated due to the failure to fund it.

13. TERMINATION FOR DEFAULT; CONVENIENCE

- 13.1 Termination for Default. Failure by either County or Medicalistics in performing any provisions of this Agreement will constitute a breach of contract. Either party may require corrective action within ten (10) calendar days after date of receipt of written notice citing the exact nature of the other's breach. Failure to take corrective action or failure to provide a satisfactory written reply excusing such failure within the ten (10) calendar days will constitute a default. The defaulting party will be given a twenty (20) calendar day period within which to show cause why this Agreement should not be terminated for default. The Travis County Commissioner's Court may take whatever action as its interest may appear, resulting from such notice. All notices for corrective action, breach, default or show cause, will be issued by the Travis County Purchasing Agent or the Travis County Attorney's Office only and all replies shall be made in writing to the Purchasing Agent at the address provided herein. Notices issued by or to anyone other than the Purchasing Agent or County Attorney will be null and void, and will be considered as not having been issued or received. The Client reserves the right to enforce the performance of this Agreement in any manner prescribed by law in case of default and may contract with another party with or without competition or further notification to Medicalistics. In the event of Termination for Default, neither Client nor its agents or representatives will be liable for loss of any profits anticipated to be made under this Agreement.
- 13.2 <u>Termination for Convenience</u>. The Client reserves the right to terminate this Agreement upon thirty (30) calendar days written notice for any reason deemed by the Travis County Commissioners Court to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order. In the event of such termination, the Client will pay Medicalistics those costs directly attributable to work done or supplies obtained in preparation for completion or compliance with this Agreement prior to termination; provided, however, that no costs will be paid that are recoverable in the normal course of doing business in which Medicalistics is engaged. In addition, no costs that can be mitigated through the sale of supplies or inventories will be paid. If the Client pays for the cost of supplies or materials obtained for use under this Agreement, those supplies or materials will become the property of the Client and must be delivered to the FOB point shown in this Agreement, or as designated by the Purchasing Agent. The Client will not be liable for loss of any profits anticipated to be made under this Agreement.

14. SECURITY REQUIREMENTS

14.1 The Licensed Software and any Services or other products provided by Medicalistics under this Agreement must be secure, comply with all Travis County Information Security Requirements, and provide appropriate levels

of confidentiality, integrity and availability of information in the system. The Services and products must also meet or exceed all federal, state, and local government laws and regulations governing the creation, use, storage, access, accessibility, maintenance, processing and transmission of information assets. This paragraph applies to Medicalistics' activities in accessing the County's system to provide the Services and products under this Agreement.

15. MISCELLANEOUS

15.1 <u>Notice</u>. Any and all notices required under this Agreement shall be effective upon "receipt" and shall be in writing and personally delivered or in lieu of such personal service deposited in the U.S. Main, Certified Mail, return receipt requested, or to the following addresses:

Travis County: Cyd V. Grimes, C.P.M., CPPO

County Purchasing Agent

P.O. Box 1748 Austin, TX 78767

With copies to: Travis County Sheriff's Office

Attn: Lt. Robin Osborn 3614 Bill Price Road Austin, Texas 78617

Medicalistics: 3400 College Blvd.

Suite 140

Leawood, KS 66211

The parties may change their respective addresses for notice by delivery of a notice complying with the requirements of this section.

- 15.2 <u>Venue.</u> The obligations and undertakings of the Parties to this Agreement are performable in Travis County, Texas, and this Agreement is and will be governed by and construed in accordance with the laws of the State of Texas. Venue for any dispute arising out of this Agreement will lie in the appropriate court of Travis County, Texas.
- Assignment. The Parties may not assign any of the rights or obligations under this Agreement without the prior written consent of the other Party. NO OFFICIAL, EMPLOYEE, REPRESENTATIVE OR AGENT OF TRAVIS COUNTY HAS THE AUTHORITY TO APPROVE ANY ASSIGNMENT UNDER THIS AGREEMENT UNLESS THAT SPECIFIC AUTHORITY IS EXPRESSLY GRANTED BY THE TRAVIS COUNTY COMMISSIONERS COURT. The terms, provisions, covenants, obligations and conditions of this Agreement are binding upon and inure to the benefit of the successors in interest and the assigns of the Parties hereto if the assignment or transfer is made in compliance with the provisions of this Agreement.
- 15.4 <u>Forfeiture of Contract</u>. If Medicalistics has done business with a Key Contracting Person, listed in Attachment 1 to the Ethics Affidavit attached hereto as **Exhibit "F"** and made a part hereof for all purposes, during the 365-day period immediately prior to the date of execution of this Agreement by Medicalistics or does business with any such Key Contracting Person at any time after the date of execution of this Agreement by Medicalistics and prior to full performance of this Agreement, Medicalistics shall forfeit all benefits of this Agreement, and County shall retain all benefits of and performance under this Agreement and recover all consideration, or the value of all consideration, paid to Medicalistics pursuant to this Agreement.

[&]quot;Has done business" and "does business" mean:

- (i) paying or receiving in any calendar year any money or valuable thing which is worth more than \$250 in the aggregate in exchange for personal services or for the purchase of any property or property interest, either real or personal, either legal or equitable; or,
- (ii) loaning or receiving a loan of money; or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than \$250 in the aggregate in a calendar year;

but does not include

- (iii) any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the public,
- (iv) any financial services product sold to a Key Contracting Person for personal, family or household purposes in accordance with pricing guidelines applicable to similarly situated individuals with similar risks as determined by Medicalistics in the ordinary course of its business; and
- (v) a transaction for a financial service or insurance coverage made on behalf of Medicalistics if Medicalistics is a national or multinational corporation by an agent, employee or other representative of Medicalistics who does not know and is not in a position that he or she should have known about this Agreement.

15.5 <u>Indemnification</u>.

- 15.5.1 <u>Intellectual Property Indemnification</u>. Medicalistics represents and warrants that (i) all applicable copyrights, patents, trade secrets, licenses and other proprietary and intellectual property rights that may exist on materials used in this Agreement have been adhered to and (ii) the Client will not be liable for any infringement of those rights and any rights granted to Travis County will apply for the duration of this Agreement. Medicalistics SHALL INDEMNIFY TRAVIS COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION AND LIABILITY OF EVERY KIND INCLUDING EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEY FEES FOR DAMAGES TO ANY PERSON OR PROPERTY ARISING IN CONNECTION WITH ANY ALLEGED OR ACTUAL INFRINGEMENT OF EXISTING COPYRIGHTS, PATENTS, TRADE SECRETS, LICENSES AND OTHER PROPRIETARY OR INTELLECTUAL PROPERTY RIGHTS APPLICABLE TO MATERIALS USED IN THIS AGREEMENT. IN THE EVENT THAT AN INFRINGEMENT SUIT OR PROCEEDING ARISES, MEDICALISTICS SHALL, AT ITS SOLE COST AND EXPENSE, SECURE COUNTY'S RIGHT TO CONTINUE USING THE PRODUCTS AND SERVICES PROVIDED UNDER THIS AGREEMENT OR REPLACE OR MODIFY ALL OR PART OF THE PRODUCT OR SERVICE TO RENDER IT NONINFRINGING.
- 15.5.2 General Indemnification. MEDICALISTICS SHALL INDEMNIFY TRAVIS COUNTY, ITS OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL THIRD PARTY CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND WHETHER MERITORIOUS OR NOT AND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND REASONABLE ATTORNEY'S FEES, ARISING IN CONNECTION WITH THE SERVICES PROVIDED BY MEDICALISTICS UNDER THIS AGREEMENT. IT IS THE EXPRESSED INTENTION OF THE PARTIES TO THIS AGREEMENT, BOTH MEDICALISTICS AND COUNTY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY MEDICALISTICS TO INDEMNIFY AND PROTECT COUNTY FROM THE CONSEQUENCES OF MEDICALISTICS' ACTIONS. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER, WHETHER IN AN ACTION IN NEGLIGENCE, CONTRACT OR TORT OR BASED ON A WARRANTY OR OTHERWISE, FOR LOSS OF PROFITS, REVENUE, OR LOSS OR INACCURACY OF DATA, OR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES INCURRED BY THE OTHER PARTY OR ANY THIRD PARTY, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- 15.6 <u>Conflict of Interest Questionnaire</u>. If required under Chapter 176 Texas Local Government Code, Medicalistics shall file a completed Conflict of Interest Questionnaire in accordance with the requirements of that Chapter. Within the applicable, authorized time period prescribed in Chapter 176, Medicalistics shall file the completed Conflict of Interest Questionnaire with the Travis County Clerk, Recording Division, 5501 Airport Blvd., Austin, Texas 78751. Medicalistics shall file an updated, completed questionnaire with the Travis County Clerk not later than the seventh (7th) business day after the date of an event that would make a statement in the questionnaire incomplete or inaccurate. Medicalistics should note that the law requires that the County provide access to a filed Questionnaire on the official Travis County Internet website. However, the law does not require that the County release information which is excepted from disclosure under the Texas Public Information Act. As between County and Medicalistics, Medicalistics shall be solely responsible for the preparation of its Conflict of Interest Questionnaire, the accuracy and completeness of the content contained therein and ensuring compliance with all applicable requirements of Chapter 176, Local Government Code.
- 15.7 <u>Definitions and Usage</u>. In this Agreement, the term "day" means a calendar day. Words of any gender used in this Agreement will be held and construed to include any other gender, and words in the singular number will be held to include the plural, unless the context otherwise requires. Words that are not specifically defined herein should be given a common usage construction.
- Non-Waiver and Reservation of Rights. No payment, act or omission by either Party may constitute or be construed as a waiver of any breach or default of the other Party which then exists or may subsequently exist. The failure of either Party to exercise any right or privilege granted in this Agreement will not be construed as a waiver of that right or privilege. All rights of either Party under this Agreement are specifically reserved and any payment, act or omission will not impair or prejudice any remedy or right of either Party under it. Any right or remedy stated in this Agreement will not preclude the exercise of any other right or remedy under this Agreement, the law or at equity, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.
- Access to Records. Medicalistics agrees to maintain appropriate accounting records of costs and expenses, together with all supporting documentation, for a period of two years following the completion date of this Agreement. Medicalistics further agrees that duly authorized representatives of Travis County shall have access to and the right to examine in any storage medium, any and all books, documents, accounts, files, reports, papers, records, things or property belonging to or in use by the Medicalistics in obtaining or performing the products and Services under this Agreement for the purposes of making audits, examinations, excerpts and transcriptions. The right of access continues throughout the records retention period set forth herein.

This right of access may be exercised during normal business hours and at reasonable intervals. Where feasible and upon request, Medicalistics shall provide requested information to County audit staff in electronic format. Failure to allow inspection and audit under this Agreement may result in the order of work stoppage until the cause of such work stoppage order is eliminated or in termination of this Agreement by County.

- 15.10 <u>Severability</u>. If any clause, sentence, provision, paragraph or article of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or ineffective in any respect, the remainder Agreement shall remain valid and binding.
- 15.11 <u>Mediation</u>. When medication is acceptable to both Parties in resolving a dispute arising under this Agreement, the Parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both Parties are satisfied with the result of the medication, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation will remain confidential as described in Section 154.023 of the Texas Civil Practice and Remedies Code, unless both Parties agree, in writing to waive the confidentiality.

- 15.12 <u>Amendment</u>. Only written instruments signed by both Travis County and Medicalistics may amend this Agreement. It is acknowledged by Medicalistics that no officer, agent, employee or representative of Travis County has any authority to amend or alter the terms of this Agreement except pursuant to such express authority as may be granted by the Travis County Commissioners Court.
- 15.13 Officials Not to Benefit. If a member of the Travis County Commissioners Court belongs to a cooperative association, the County may purchase equipment or supplies from the association only if no member of the Commissioners Court will receive a pecuniary benefit from the purchase, other than as reflected in an increase in dividends distributed generally to members of the association.
- 15.14 <u>Covenant Against Contingent Fees</u>. Medicalistics warrants that no persons or selling agency has been retained to solicit this Agreement upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by Medicalistics to secure business. For breach or violation of this warranty, County will have the right to terminate this Agreement without liability, or in its discretion to, as applicable, add to or deduct from the Agreement price for consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
- 15.15 <u>Monitoring</u>. County reserves the right to perform periodic on-site monitoring of Medicalistics' compliance with the terms of this Agreement, and of the adequacy and timeliness of Medicalistics' performance under this Agreement. After each monitoring visit, County will provide Medicalistics with a written report of the monitor's findings. If the report notes deficiencies in Medicalistics' performances under the terms of this Agreement, it will include requirements and deadlines for the correction of those deficiencies by Medicalistics. Medicalistics shall take action specified in the monitoring report prior to the deadlines specified.
- 15.16 <u>Gratuities</u>. County may terminate this Agreement if it is found that gratuities of any kind including entertainment, or gifts were offered or given by Medicalistics or any agent or representative of Medicalistics, to any County official or employee with a view toward securing favorable treatment with respect of this Agreement. If this Agreement is terminated by the County pursuant to this provision, County shall be entitled, in addition to any other rights and remedies, to recover from Medicalistics at least three times the cost incurred by Medicalistics in providing the gratuities.
- 15.17 <u>Insurance</u>. During the term of this Agreement, Medicalistics shall, at its own expense, maintain, and shall require all of its subcontractors providing products and Services under this Agreement to maintain, standard insurance to cover Medicalistics' obligations under this Agreement, in accordance with applicable generally accepted business standards and in accordance with **Exhibit "G"** ("Insurance Requirements"), attached to this Agreement and made a part of this Agreement for all purposes. With respect to required insurance, Medicalistics shall: (i) name County as an additional insured, as its interests may appear, (ii) provide County a waiver of subrogation, (iii) provide County with a 30 calendar days advance written notice of cancellation or material change to said insurance, (iv) provide the County Purchasing Agent a certificate or certificates of insurance evidencing the required coverages and minimum amounts specified in **Exhibit "G"**, within 10 calendar days after approval of this Agreement by the Commissioners Court or within 10 calendar days of each renewal of the insurance, as applicable, with each certificate containing the contract number indicated on the contract award form issued by County.
- 15.18 <u>Sovereign Immunity</u>. No provision of the Agreement or any of its exhibits, attachments or addenda is in any way intended to constitute a waiver by Travis County of any immunities from suit or liability that Travis County may have by operation of law, and Travis County hereby retains all of its affirmative defenses.
- 15.19 <u>Authority to Execute</u>. Medicalistics hereby warrants and agrees that the person executing this Agreement has been duly authorized by Medicalistics to sign this Agreement and to bind Medicalistics validly and legally to all the terms, conditions and provisions of this Agreement. If Medicalistics alleges that said person lacks such authority, County may immediately terminate this Agreement without penalty or liability to Medicalistics.

- 15.20 <u>Medicalistics' Certifications</u>. Medicalistics certifies that it is a duly qualified business entity and is capable of performing and meeting all of its obligations under this Agreement, that it is not in receivership or contemplating same, and has not filed for bankruptcy. Medicalistics further certifies that the company is not currently delinquent with respect to payment of property taxes within County.
- 15.21 <u>Civil Rights/ADA Compliance</u>. Medicalistics shall provide all services and activities required by this Agreement in a manner that would comply with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans With Disabilities Act of 1990, Public Law 101-336 [S.933] if Medicalistics were an entity bound to comply with these laws. Medicalistics shall not discriminate against any employee or applicant for employment based on race, religion, color, sex, national origin, age or handicapped condition.
- 15.22 <u>Compliance</u>. Medicalistics must comply with all federal and state laws and regulations, and all city and County ordinances, orders, and regulations, relating in any way to this Agreement. Medicalistics must secure all permits and licenses, pay all charges and fees, and give all notices necessary for lawful operations. Medicalistics must pay all taxes and license fees imposed by the federal and the state governments and their agencies and political subdivisions upon the property and business of Medicalistics.

15.23 <u>Security Compliance</u>.

- 15.23.1 Network, Computer, and Information Security Compliance: The goods and/or services provided under this Agreement must be and remain in compliance with applicable Texas law, as well as with all Travis County network, computer, software, and information security policies, standards, specifications, guidelines, processes and procedures already developed or deployed or subsequently developed or deployed and used by or for the Travis County Department of Information and Telecommunications Services ("ITS") and/or a department, office or division of any elected or appointed Travis County official (collectively, the "Travis County Security Requirements"). The documents comprising the Security Requirements may be obtained upon request from ITS and upon execution of a Travis County Non-Disclosure and Confidentiality Agreement.
- 15.23.2 Initial Compliance: Medicalistics' goods and/or services shall comply with the Security Requirements including but not limited to the Travis County Asset Management Policy, Lifecycle Management Standard, Configuration Management Standard, Change Control Standard, and System Development Lifecycle Standard. Contractor's goods and/or services must operate with and be compatible with any and all network security, computer security, software security, and/or information security safeguards, including security hardware, software, appliances deployed by County (the "Security Safeguards").
- 15.23.3 Certification of Compliance: Medicalistics must perform a self-conducted compliance review of Medicalistics' goods and/or services and provide to the County written certification in the form of a completed, signed, and dated compliance review checklist, attesting that Medicalistics' goods and/or services are compliant with the Security Requirements. An authorized official of Medicalistics' company must sign and date the compliance review checklist.
- 15.23.4 Ongoing Compliance Upon Execution of Contract: Medicalistics' goods, services, practices, and/or procedures must remain in compliance with the Security Requirements and compatible with the Security Safeguards, including complying with any and all modifications and/or additions to the Security Requirements and/or Security Safeguards that may occur throughout the term of the Agreement.

Medicalistics shall provide the required hardware, software, materials, expertise, and/or labor required to ensure ongoing compliance of Medicalistics-provided goods and/or services with the Security Requirements, including operability and compatibility with the Security Safeguards as a part of ongoing maintenance and support.

Medicalistics-provided goods, services, practices, and/or procedures must be accredited by the ITS Department Security Manager before being connected into the Travis County Government Network or placed into any County production operation environment. Accreditation is achieved by undergoing a Security Assessment that shows Medicalistics-supplied goods and/or services are compliant with the Security Requirements and Security Safeguards. This security evaluation of the specific solutions covered by the Agreement may reveal aspects of the architecture, implementation, operation, maintenance, and/or other aspect of these solutions that may necessitate incorporating additional solution-specific information security requirements to protect County computers, networks, software, information, and facilities.

15.23.5 Notification of Non-Compliance or Incompatibility: If Medicalistics determines, at any time during the Agreement term, that Medicalistics' goods, services, practices, and procedures do not comply with County's current Security Requirements and/or are not compatible with County's current Security Safeguards, Medicalistics shall notify the ITS Help Desk by no later than the end of the business day following the confirmation by the Medicalistics of the non-compliance or incompatibility.

If County determines at any time during the Agreement term that Medicalistics' goods, services, practices, and procedures do not comply with County's current Security Requirements and/or compatibility with County's current Security Safeguards, County shall notify Medicalistics by no later than the end of the business day following the confirmation by Medicalistics of the non-compliance or incompatibility.

15.23.6 Remedy of Non-Compliance or Incompatibility: In the event that either County or Medicalistics are notified of a non-compliance and/or incompatibility, Medicalistics shall:

- 1.) Determine the effort and cost to bring Medicalistics' goods, services, practices, and procedures into compliance and compatibility;
- 2.) Provide a draft working plan, including schedule, work effort and cost details, to remedy the non-compliance or incompatibility to the County no later than 5 working days after notification of the non-compliance and/or the incompatibility to County has been confirmed.

County, in its sole discretion, shall determine whether Contractor must bring some, all, or none of the non-compliant or incompatible Contractor's goods, services, practices, and procedures into compliance with County's current Security Requirements and/or into compatibility with County's current Security Safeguards. Any instance of non-compliance or compatibility that County does not require to be brought into compliance or compatibility will be noted as an exception. County may choose, in its sole discretion, at any time, to remove the exception and require compliance and/or compatibility.

Medicalistics shall be responsible for all costs associated with bringing Medicalistics-supplied goods, services and/or Medicalistics processes and practices into compliance with the Security Requirements and compatibility with the Security Safeguards.

County may, at its sole discretion, provide some, all or none of the hardware, software, materials, expertise, and labor that may be required from time to time to bring Medicalistics-supplied goods, services, practices, and/or procedures into compliance with the Security Requirements and the Security Safeguards.

15.23.7 Connectivity and Access to County Network, Systems, Software, and/or Information: Medicalistics and Medicalistics personnel who will be providing and/or maintaining goods and/or services, and who may from time to time access County systems, networks, software, and/or information, must be familiar with, and agree to adhere to and comply with the Security Requirements that pertain to and govern access to County computers, networks, software, and information including without limitation the Travis County Government Asset Protection Policy, Access Control Standard, Remote Access Standard, Security Awareness Policy, and Third Party Security Awareness Standard.

- 15.24 <u>Obligations that Survive Termination</u>. The Parties recognize and agree that the termination, cancellation or expiration of this Agreement does not excuse the parties from complying with their respective obligations under Sections 5, 7, 9, 10, 13, 15.5, 15.18 and 15.23.
- 15.25 <u>Attachments</u>. The attachments enumerated and denominated below are made a part of this Agreement, and constitute promised performances by Medicalistics in accordance with all the provisions of this Agreement.

Exhibit "A" - List of Software Currently Licensed to Client

Exhibit "B" - Medicalistics Master License Agreement

Exhibit "C" – Statement of Work

Exhibit "D" - Medicalistics L.L.C. - Software Maintenance Services Agreement

Exhibit "E" – Medicalistics Pricelist

Exhibit "F" – Ethics Affidavit including:

Exhibit 1 - List of Key Contracting Persons

Exhibit 2 – Disclosure

Exhibit "G" – Insurance Requirements

Schedule "A" - Hourly Fees for Additional Services

Schedule "B" - Payment Milestone Schedule

15.26 <u>Entirety of Agreement</u>. This Agreement, together with its exhibits, attachments and addenda, sets forth the sole, entire and integrated Agreement between Travis County and Medicalistics with respect to the subject matter of this Agreement, and supersedes all prior negotiations, representations, or agreements either oral or written.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the later date set forth below (the "Effective Date").

Medicalistics, LLC 3400 College Blvd. Suite 140 Leawood, KS 66211 Travis County

BY:	BY:	
Authorized Medicalistics Officer	Samuel T. Biscoe Travis County Judge	
BY: Typed or Printed Name/Title	Date:	
Date:		

APPROVED AS TO FORM:	
County Attorney	_
AVAILABILITY OF FUNDS CONFIRMED:	
Nicki Riley, Travis County Auditor	_
Date:	_
COMPLIANCE WITH LAW AND POLICY CO	ONFIRMED AND APPROVED:
Cyd V. Grimes, Travis County Purchasing Agent	_
Date:	

Exhibit "A"

I. List of Software Currently Licensed to Client

Quantity	Description
3	NextGen EPM Provider Licenses
3	NextGen EMR Provider Licenses
6	NextGen EPM Mid-Level Provider Licenses
6	NextGen EMR Mid-Level Provider Licenses
9	NextGen ICS Provider Licenses – included with EMR/EPM/BSP/Express License
2	NextGen ICS Remote Scanning Sites – per Remote Site
9	NextGen Patient Synchronization – per Provider
9	NextGen EMR RTF Monitor – per Provider License – included with
	EMR/Express License
9	NextGen RTS (Real-Time Transaction) – per Provider – included with EPM/BSP
	License
1	Practice License Fee for EMR
1	Practice License Fee for EPM
27	Mandatory EMR/EPM eLearning License to be purchased (Annual Fee for each
	License)

NextGen Knowledge Base Modules include:

- 1 Audiology
- 1 Behavioral Health
- 1 Cardiology
- 1 Cardiology EP
- 1 Cardiology Vascular
- 1 Correctional Health
- 1 Dermatology
- 1 Ear, Nose & throat (ENT)
- 1 Family Practice
- 1 Gastroenterology
- 1 General Surgery
- 1 Internal Medicine
- 1 Neurology
- 1 Nutrition Services
- 1 OB/Gyn
- 1 Oncology
- 1 Ophthalmology
- 1 Orthopedics

- 1 Pediatrics
- 1 Physical Therapy
- 1 Pulmonary
- 1 Retina
- 1 Rheumatology
- 1 Urology
- 1 Bundled ICD9 and CPT4 Codes Loaded (First User License per Year)
- 49 Bundled ICD9 and CPT4 Codes Loaded (Add'l User Licenses per Year)
- 50 NextGen Edits: includes CCI Edits, ICD9/CPT4 Edits, CPT OCE and other Edits (requires ICD9/CPT4 codes) Annual per User
- 9 First Data Drug Database with Integrated Interaction Module (EMR only) Annual per Provider
- 9 SureScripts ePrescribing (EMR only) Annual per Provider
- 1 Tiburon interface
- 1 HL7 Softwriters Pharmacy System interface
- 1 TCSO Lab (currently Quest) interface

II. Additional User Licenses Purchased under this Agreement:

No. of Add'l	<u>Description</u>
<u>Licenses</u>	
4	NextGen EPM Provider Licenses
4	NextGen EMR Provider Licenses
3	NextGen EPM Mid-Level Provider Licenses
4	NextGen EMR Mid-Level Provider Licenses

Exhibit "B" Medicalistics Master License Agreement

Exhibit "C" Statement of Work

Exhibit "D" Medicalistics Software Maintenance Services Agreement

Exhibit "E" Medicalistics Pricelist

Exhibit "F"

Ethics Affidavit and Key Contracting List

Exhibit "G"

INSURANCE REQUIREMENTS

- I. General Requirements. All insurance specified in Section II of this document must meet the requirements specified in the Agreement and must meet the following General Requirements.
- A. The minimum types and limits of insurance indicated in Section II hereof shall be maintained throughout the duration of the Agreement.
- 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 the Agreement, insurance shall be in force as evidenced by a Certificate or Certificates of Insurance issued by the writing agent or carrier.
- D. Certificates of Insurance shall include the endorsements outlined in Section II hereof and shall be submitted to the Travis County Purchasing Agent as required in the Agreement. The Certificates shall show the Travis County Contract number and all endorsements by number.
- E. Insurance required under the Agreement including this Exhibit which names Travis County as an Additional Insured shall be considered primary for all claims.
- F. Insurance limits shown in Section II hereof 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 reserves the right to review insurance requirements during the term of the Agreement and to require that Medicalistics make reasonable adjustments when the scope of services or products provided has been expanded.
- H. Medicalistics shall not allow any insurance to be cancelled or lapse during the contract term.
- I. Medicalistics shall not permit the minimum limits of coverage to erode or otherwise be reduced.
- J. Medicalistics 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.

K. Insurance coverage specified in Section II hereof is not intended and shall not be interpreted or construed to limit the responsibility or liability of Medicalistics, or its subcontractor(s).

II. Specific Requirements.

The following requirements II-A - II-D inclusive) apply to Medicalistics and subcontractor(s) performing services or providing products under the Agreement including any amendment thereto. Medicalistics acknowledges and agrees to the following concerning insurance requirements applicable to Medicalistics and its 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. Employer 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:
 - a. Waiver of Subrogation (Form 420304);
 - b. Thirty (30) days' Notice of Cancellation (Form 420601).
- B. Commercial General Liability Insurance
 - 1. Minimum limit:
 - \$1,000,000 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 Agreement
 - b. Independent contractor coverage
 - 3. The Policy shall also include the following endorsements in favor of Travis County:
 - a. Waiver of Subrogation (Form CG 2404);
 - b. Thirty (30) days' Notice of Cancellation (Form CG 0205)
 - c. Travis County named as additional insured (Form CG 2010).
- C. Business Automobile Liability Insurance

- 1. If any form of transportation is used in connection with providing products or services under the Agreement, coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of \$500,000 per occurrence. ¹
- 2. The Policy shall also include the following endorsements in favor of Travis County:
 - a. Waiver of Subrogation (Form TE 2046A)
 - b. Thirty (30) days' Notice of Cancellation (Form TE 0202A).
 - c Travis County named as an additional insured (Form TE 9901B).

D. Professional Liability and/Errors & Omissions Policy

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

- 1. Minimum limit: \$1,000,000 per occurrence, \$2,000,000 policy aggregate
- 2. The policy shall include the following endorsements in favor of Travis County:
 - a. Thirty (30) days' Notice of Cancellation or change.
- 3. Additional insured status for Travis County is not required.

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¹ If use of a motor vehicle in connection with the Agreement is strictly limited to travel to and from work or work sites, evidence of personal automobile policy coverage with limits of \$100,000/\$300,000/\$500,000 may be provided in lieu of Business Automobile Liability Insurance.

Schedule "A"

Developer or Senior Consultant 160.00 / HR

Trainer 160.00/ HR

Travel Time 40.00/ HR

Minimum 24 Hours onsite engagements per individual Medicalistics personnel.

^{**}Medicalistics' Usual and Customary hourly rate is \$175.00 per hour. The \$160.00 per hour rate quoted above is based on our volume discount pricing for exceeding 1000 consulting hours in a year.

Schedule "B" Payment Milestone Schedule (attach Excel spreadsheet)

This Master License Agreement ("Agreement") is entered into by and between MEDICALISTICS, L.L.C. ("Licensor" or "Contractor" or "Supplier") and TRAVIS COUNTY, TEXAS, ("Licensee" or "Travis County"), effective on the date approved by the Travis County Commissioners Court and subject to the following terms and conditions as well as specified terms and conditions of the Professional Services Agreement between Travis County and Medicalistics, LLC For Electronic Medical Records and Associated Software for The Travis County Sheriff's Office ("PSA").

1. **DEFINITIONS.**

- 1.1. "Software" means the eMAR and Interface Software created by Medicalistics, L.L.C. and supplied to Travis County by Licensor, in machine-readable object code form, as set forth on the face of Travis County's Purchase Order(s), the software license and this Agreement, including all permitted reproductions, changes, corrections, updates and enhancements and the computer software created by NextGen Healthcare Systems, Inc. ("NextGen") supplied to Travis County by Contractor pursuant to its reseller agreement with NextGen, in machine-readable object code form, designated as NextGen Software and set forth on the face of Travis County's Purchase Order(s), the PSA including Exhibits and Attachments thereto, and any amendment to this Agreement including Exhibits and Attachments thereto, including all permitted reproductions, changes, corrections, updates and enhancements.
- 1.2. "Documentation" means Licensor's and/or NextGen's user manuals, programmer's guides, system guides and related materials which facilitate the use of the Software. Documentation also includes all changes, corrections, updates or enhancements subsequently made to such documents.
- 1.3. "Product" or "Products" means both Software and Documentation.
- 1.4. "Travis County" means Travis County, Texas.
- 1.5. "Subsidiary" shall mean a corporation, company, or other entity: (i) with more than fifty percent (50%) of whose outstanding shares or securities (representing the right to vote for the election of directors or other managing authority); or (ii) which does not have outstanding shares or securities, as may be the case in a partnership, joint venture or unincorporated association, but more than fifty percent (50%) of the ownership interest representing the right to make the decisions for such operations, company, or other entity is now or hereinafter, owned or controlled, directly or indirectly, by a party hereto, but such corporation, company, or other entity shall be deemed to be a Subsidiary only so long as such ownership or control exists.
- 1.6 "System" means the electronic medical records and pharmacy information managements system for the Travis County Sheriff's Office.
- 1.7 "Mid-Level Provider" means Your nurse practitioners and physician assistants and all

other Mid-Level Providers.

- 1.8 "Mid-Level Provider License" means a client-portion of the Software license granted to a Mid-Level Provider. The total number of workstations accessing the EMR Software shall not exceed seven times the number of EMR Mid-Level Provider Licenses purchased by You per Software product.
- 1.9 "Provider" means a person or group of persons who renders health care services directly to a patient or makes clinical decisions regarding a patient, namely and without limitation, physicians, DOs, optometrists, physical therapists. All Provider supporting staff will be included under the Provider License.
- 1.10 "Provider License" means a client-portion of the Software license granted to a Provider. The total number of workstations accessing the Software shall not exceed seven times the number of Provider Licenses purchased by You per Software product.

2. SOFTWARE LICENSE.

- 2.1. Licensor grants a non-exclusive, paid-up, perpetual license to Travis County to use the Products solely for Travis County's internal business purposes for the Travis County Sheriff's Office ("TCSO"), not to exceed the number of licenses granted to Travis County. Travis County may grant access and use of the Products to Related Entities and contractors to the extent necessary for Travis County's use of the Products pursuant to this Agreement; provided, however, that Travis County shall require any party having access to the Products to be bound by restrictions on use and nondisclosure obligations to the same extent as Travis County is bound hereunder. Travis County has the right to transfer individual Product licenses internally at no additional charge, provided that the total number of licenses does not exceed the number granted to Travis County. Travis County may copy, in whole or in part, the Software as reasonably necessary for uses permitted under this Agreement. Travis County shall include on any copy, Licensor's copyright notice as provided with the Products when delivered to Travis County.
- 2.2. Except as otherwise provided herein, Products may not be assigned, sublicensed or otherwise made available to any third party outside of Travis County without Licensor's prior written consent. No title or ownership of the Products or their parts is transferred to Travis County. Travis County acknowledges and agrees that all right, title and interest in and to the Products and all related materials provided by Licensor hereunder, and all patent, trademark, copyright, trade secret and all other intellectual property rights related thereto are the sole and exclusive property of Licensor. All maintenance, support, updates or enhancements of the Software shall remain the property of Licensor as provided in the Professional Services Agreement (or its attachments and exhibits) between the parties.

3. TERM AND TERMINATION.

This Agreement and any license granted hereunder are subject to termination for cause by Licensor if (a) Travis County fails to pay any amount due to Licensor within sixty (60) days after Licensor gives Travis County notice of such non-payment; provided, however, that a default in payment under a particular license shall not otherwise affect this Agreement or any other license granted hereunder; (b) Travis County breaches a nonmonetary term, condition or provision of this Agreement, which breach is not cured within thirty (30) days after Licensor provides notice to Travis County; or (c) pursuant to Section 9.2. Except as otherwise specifically provided herein, this Section 3 is subject to Section 13 (Termination for Default; Convenience) set forth in the PSA. A license granted hereunder is further subject to termination by Travis County at any time upon sixty (60) days written notice to Licensor. Except as otherwise provided in the preceding sentence, such "Termination for Convenience" is subject to Section 13 of the PSA. Within thirty (30) days after a license is canceled, or as soon thereafter as permitted by applicable records retention statutes or regulations, Travis County will return or destroy, if so directed in writing by Licensor, the original and all reproductions, in whole or in part, in any form, and so acknowledge in writing to Licensor, except that Travis County may retain a copy for archival purposes. Those rights and obligations which by their nature are intended to survive expiration or termination of this Agreement shall survive the termination or expiration of this Agreement, including, without limitation, the rights and obligations in this Section 3 and Sections 4, 6, 8, 9 and 10.

4. PRICE AND PAYMENT.

- 4.1. Upon Licensor's written acceptance of a Travis County Purchase Order or SOW pursuant to the PSA, Licensor will promptly deliver to Travis County the Products at the mutually agreed upon prices, locations and payment terms specified in the PSA including Exhibits and Attachments thereto and the Travis County Purchase Order. All Travis County Purchase Orders issued pursuant to the PSA and this Agreement shall be governed by the terms and conditions of the PSA and this Agreement.
- 4.2 Despite anything to the contrary in this Contract, if the Contractor is delinquent in payment of property taxes at the time of providing services, Contractor hereby assigns the portion of the amount owing to it under this contract that is equal to the amount Contractor is delinquent in property tax payments to the Travis County Tax Assessor-Collector for the payment of the delinquent taxes.
- 4.3. County is a political subdivision organized under the laws of the State of Texas and is exempt from sales and use taxes under Texas Tax Code Ann., Section 151.309, as amended. An exemption certificate will be provided to Contractor upon written request. In addition, Travis County shall not be responsible for taxes based on Licensor's income or personal property.

4.4 All undisputed invoices will be paid in accordance with the payment provisions set forth in the PSA.

5. ACCEPTANCE.

The Software shall be delivered, installed, integrated and implemented by Contractor in accordance with the performance criteria defined in the PSA and its exhibits, the Products conformance Documentation, other published specifications and Product representations. Acceptance of the Products shall occur in accordance with Subsection 2.3.6 of the PSA.

6. WARRANTY.

The Warranty Provisions set forth in Section 7 of the PSA shall apply to the Medicalistics eMAR Software covered by this Agreement and such provisions are hereby incorporated by reference for all purposes as if fully copied and set forth herein verbatim.

7. Intentionally Left Blank

8. LIMITATION OF LIABILITY.

Except for Contractor's indemnity obligations set forth in Sections 9 and 11 hereof, neither party's liability hereunder for damages shall exceed the charges paid by Client for the products and services under this Agreement including Exhibits and Attachments hereto and any and all amendments to this Agreement including exhibits and attachments IN THE EVENT THAT THE EMR SOFTWARE OR ANY REPORT OR INFORMATION GENERATED BY THE EMR SOFTWARE IS USED IN CONNECTION WITH ANY DIAGNOSIS OR TREATMENT BY YOU AND/OR ANY OF YOUR EMPLOYEES, AGENTS, REPRESENTATIVES, AND THE LIKE, YOU AGREE THAT AS BETWEEN COUNTY, CONTRACTOR AND NEXTGEN, CONTRACTOR AND NEXTGEN ARE NOT DIRECTLY RESPONSIBLE TO COUNTY IN CONNECTION THEREWITH, INCLUDING RESPONSIBILITY FOR INJURY, DAMAGE AND/OR LOSS RELATED TO SUCH DIAGNOSIS OR TREATMENT, IRRESPECTIVE OF WHETHER SUCH INJURY, DAMAGE AND/OR LOSS RESULTS FROM YOUR USE OF THE EMR SOFTWARE. **THIS** LIMITATION OF LIABILITY IS STRICTLY LIMITED TO DIAGNOSIS AND TREATMENT AND THE PARTIES ANTICIPATE THAT PROVIDERS WILL VERIFY DATA IN AN EMR WITH THE PATIENT. FURTHER, THIS LIMITATION LIABILITY SHALL NOT BE**CONSTRUED** TO LIMIT INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTIONS 9 and 11 OF THIS AGREEMENT OR SECTION 7 and 15 OF THE PSA.

IN NO EVENT WILL EITHER PARTY BE LIABLE FOR SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Nothing in this Section 8.0 shall be construed in any way as an agreement by County to indemnify Contractor or any of its subcontractors, affiliates, subsidiaries, or any other entities.

9. INTELLECTUAL PROPERTY INDEMNIFICATION.

9.1 Contractor shall, at its sole cost and expense, indemnify, defend and hold harmless the County, its officers, agents and employees from and against any and all claims, losses, damages, causes of action, expense, liability of every kind for damages to any person or property arising in connection with any alleged or actual infringement of existing copyrights, patents, trade secrets, licenses, trademarks, service marks, and other proprietary or intellectual property rights applicable to the System and related documentation provided by Contractor under the PSA, including Exhibits and Attachments thereto, and products provided under this Agreement including any Exhibits and Attachments hereto, and Contractor will pay all damages and costs awarded against Client, including any settlement amount agreed to be paid, and related expenses in such actions that are attributable to such claims, provided Contractor is informed in writing within a reasonable time and furnished a copy of each communication, notice, or other action related to the alleged infringement and is given authority, information, and reasonable assistance at Contractor's expense, necessary to defend or settle such claim. Contractor will not be obligated to indemnify, defend or hold harmless or be liable for costs and damages to the extent that the infringement arises out of or relates to (i) Client's misuse or modification of the System, without Contractor's written consent; (ii) Client's failure to use corrections or enhancements delivered to Client, if such materials would have prevented the infringement; (iii) infringement that results from the combination by Client of the System with any product or technology not owned, developed or provided by Contractor, or not listed or referenced in any Exhibit to the PSA, unless Contractor recommends the product or technology or unless Supplier knowingly contributes to the infringement caused by such combination in providing the System or components thereof to Client for Client's intended use or application; or (iv) Supplier's compliance with information, directions, specifications, or materials provided by Client, provided Supplier informs Client that such compliance may constitute infringement and Client nonetheless requires compliance.

- 9.2 If the System is, or in Contractor's reasonable opinion, is likely to be held to constitute an infringing product, Contractor shall at its expense, cost and option either (i) procure for Travis County the right to continue using the System or component thereof; (ii) replace the System or component thereof with a non-infringing equivalent; (iii) modify the System or component thereof to make it non-infringing, but functionally the same; or in the event Contractor cannot accomplish any of (i), (ii), or (iii) on a commercially reasonable basis, Contractor may: (iv) terminate this Agreement, give Client a refund equal to the then current value of the System or component, and pay Client's reprocurement costs.
- 9.3 The indemnity provisions set forth in this Section shall survive the termination or expiration of this Agreement.

10. COPYRIGHT PROTECTION.

- 10.1. Travis County acknowledges that the System including components thereof is protectable by copyright laws and this Agreement. Travis County may not attempt to decompile or reverse assemble the System or components thereof or reproduce the System or components thereof except as provided herein or as specifically permitted by Licensor under the Professional Services Agreement.
- 10.2. Travis County acknowledges that Licensor shall have the right to take all reasonable steps to protect the System and components thereof, including but not limited to injunctive relief and any other remedies as may be available at law or in equity in the event Travis County does not fulfill its obligations relating to Subsection 2.2 and this Section 10.

11. **GENERAL INDEMNITY.**

- 11.1 Contractor shall indemnify, defend, and hold harmless County, its officers, agents and employees, from and against any and all third party claims, losses, damages, causes of action, suits, and liability of every kind, (whether meritorious or not) and, including all expenses of litigation, court costs, and reasonable attorneys' fees, arising out of the products and services provided by Contractor under this Agreement, including the Exhibits and Attachments hereto. It is the express intention of the parties to this Agreement, both Contractor and County, that the indemnity provided for in this Paragraph is indemnity by Contractor to indemnify and protect County from the consequences of Contractor's actions. All references herein to the "Contractor" refer to the Contractor, its officers, agents, employees, other personnel and subcontractors in the performance of services and furnishing products hereunder.
- 11.2 Contractor hereby represents that it has, or will have, prior to commencement of work by any individual, valid and sufficient arrangements or agreements with its employees and/or third parties, such that (i) the ownership of any and all inventions made by an employee and/or third party vests in Contractor; and (ii)

they agree to be bound by the confidentiality requirements in the PSA, including Exhibits and Attachments hereto, and subsequent non-disclosure agreement(s) executed by the parties. Further, Supplier warrants that it will not knowingly deliver to Client any Contractor Development which would infringe any duly issued patent or copyright or any trade secret or other intellectual property rights or other proprietary rights of a third party.

11.3 The indemnity provisions set forth in this Section shall survive the termination or expiration of this Agreement.

12 AUDITS.

- 12.1 Any audit by Contractor authorized under this Agreement shall be conducted only at Contractor's entire expense with at least 30 days prior written notice from Contractor to County of a pending audit.
- 12.2 In the course of such audit and after such audit, Contractor shall provide County all reports, information and data arising out of or resulting from such audit.
- 12.3 In the event an audit by Contractor results in a finding of non-compliance by County with the licensing terms of this Agreement or any amendment hereto, County's sole and entire liability for such non-compliance shall not exceed the total amount of payments made by County under this Agreement and any amendments hereto. In the event an audit results in a finding of unauthorized use of the Software covered by this Agreement or amendments hereto, as an alternative to any liability of County under this Section, County may elect to purchase from Contractor additional licenses to cover any users in excess of the maximum user limit or in excess of the maximum number of concurrent licenses, as applicable. County and Contractor shall mutually agree upon the fee for such licenses, with the payment of such fees made directly by County to Medicalistics, L.L.C., under the PSA between Travis County and Medicalistics.
- **13. GENERAL PROVISIONS.** The provisions of the PSA and its exhibits are incorporated by reference into this Master License Agreement and made a part hereof for all purposes.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed on its behalf by its duly authorized representative.

	WEDICHEISTICS, EEC.	WEDICHEISTICS, EEC.		
To the state of th				
By:	By:			
Name: Sammuel T. Biscoe	Name: Chris Russell			
Title: Travis County Judge	Title: President			

MEDICALISTICS LLC

MEDICALISTICS L.L.C. - MASTER LICENSE AGREEMENT

TRAVIS COUNTY

Date:	Date:

Exhibit "C"

Statement of Work

Travis County Sheriff's Office: Updates to NextGen System Updated 1.18.13

Travis County Sheriff's Office ("TCSO") is currently using the NextGen system as its electronic medical records system for documenting medical and mental health care provided to inmates. TCSO has requested a number of updates to the system at this time, and this statement of work describes these requested changes and the expected level of effort to complete them.

The work described below is divided into two phases. Phase I could begin immediately, while Phase II could occur at a later time, to allow time for budgeting. The items prioritized here, and the order in which they are performed, may be adjusted according to the preferences of the TCSO team. If desired by TCSO, different priorities (not yet identified) may be substituted for any of the attached items, allowing allocated hours to be redirected to those priorities.

Exhibit "C"

Summary of Proposed Work

Staff at the Travis County Sheriff's Office has requested a number of changes with respect to their NextGen system and current implementation.

These requests have been prioritized and are arranged in this document according to their priority groupings.

For each item, test acceptance criteria will be developed so completion of each item can be defined and acknowledged through signature by TCSO and Medicalistics team members.

Note that deliverables for the ezMar (electronic medication administration system for use with NextGen) will be covered in a separate document.

Travis County Sheriff's Office NextGen Updates

TCSO	NextGen	Project	TOTAL
Phase I	– Work Iss	ues	
Issue	Priority	Description	Hours
30	1	NextGen Upgrade including Custom Template Gap & Test	72
1	2	EPM/EMR Link to Communicate Appointment Data	4
3	1	Slowdowns at Central Booking	4
13	2	Glucose Monitoring Entered at Intake Not in Document	7
18	4	EMR Dropping DOB, Causing Second Chart To Be Created	8
19	1	Housing Information Not Always Updating (Inmate Interface)	8
20	1	Installation and Configuration of Pharmacy Interface (HL7 Interface to Pharmacy Not Running)	16
24	1	Jail Intake Screening Adjustments	24
40		Pharmacy Orders Appearing on Med Batch Report When Printed	11
Phase I	– Training		
Issue	Priority	Description	Hours
	1	NextGen 5.7 Update Training	24
55	4	Medication Updates and Adding New Medications	7
56	3	Training for Prebuilt List in Users Profiles	12
58	4	Training – New Doctor Setup	4
64	2	Customization/Training – Associate Fees for Services	20
Phase I	– Travel Ex	penses	
Issue	Priority		Travel

Exhibit "C"

	1	NextGen 5.7 Update Training	\$ 1,545
55,56, 58, 64,	2; 3; 4	Additional Training Issues	\$ 1,545
65			
Phase I	– Project N	Management	
Phase		Description	Hours
Phase I		Project Management	36
Phase I	– Totals		
Phase		Description	Hours/
			Travel
Phase I		Work Items, Training Hours, Project Management Hours	257
Phase I		Estimated Travel Expenses	\$ 3,090
Phase II	– Work Iss	sues	
Issue	Priority	Description	Hours
4	4	CHM Indicator Becoming Cleared	7
64	2	Customization/Training – Associate Fees for Services (half moved to Phase II)	20
46	4	Booking Number and PPD Date Administered (Phase II)	21
31	3	Medication Orders Not Stopping When Released from Custody (Phase II)	25
23	2	Patients in Booking Housing Do Not Send P Number (Phase II)	16
5	2	Patient Expired Label on BH Home	7
6	4	Chronic Problem List	13
11	3	Diabetic Questionnaire Items Not Appearing in Document	8
12	2	Glucose Monitor Customizations	13
14	2	Glucose Monitor Document	5
17	4	Quest Lab Interface – Labor	45
26	1	Adjustments to Medications by Patient Report	30
36	4	Neuro Check Template	46
37	4	Alerts More Prominent	200
41	4	Documents Require Allergies	30
43	4	Medication Batch Report Filter By Time	16
44	3	Tasks Appearing on Crystal Reports, Not in Task List	36
49	4	BH Master Document Issues	11
50	2	Pregnancy Report Tasking Catagories with Manual Tasks	13
52	4	Tasking Categories with Manual Tasks Nurse/Provider Favorites	n/a
57 59	4	Cheat Sheet (Urinalysis, DME, Pregnancy) Tasking Workflow	12
66	4	TUHSU – Diagnosis Translation	12 16
67	2	TUHSU Not Including New Data	25
68	2	TUHSU Document Not Including Meds	9
71	4	Patient Education Not Working	0
73	2	Appointment Status Not Updating	13
,,		Appointment status not opasting	13
Phase II	– Training		
			Наита
Issue	Priority	Description	Hours

45	4	Reports for Number of ER Visits and Outside Appointments	17
47	4	Report Generator, EMR JID #	7
48	4	Template Editor Training – specific item	9
53	4	Training – Tasking on Communications Template	12
54	3	Training – Tasking	72
65	2	Customization/Training – Kept Status on Appointments, EMR and EPM	16
61	4	Training – Hide Surveys/Forms for Medications	12
62	4	Training – Expungements	12
63	4	Training – Scanning/ICS	8
	– Travel E.	•	Tuessal
Issue	Priority	•	Travel
45, 47,	4	Reports for ER Visits, Outside Appointments; Report Generator, EMR JID #,	\$ 1,545
63		Scanning/ICS	
48, 53,	3; 4	Template Editor Training/Customizations; Tasking Configuration; Additional	\$ 1,545
54		Training as Needed	
Phase II	– Project I	Management Description	Hours
		•	
Phase II		Project Management	128
Phase II	– Totals		
Phase		Description	Hours/
			Travel
Phase II		Work Items, Training Hours, Project Management Hours	946
Phase II		Estimated Travel Expenses	\$ 3,090

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Issue # 3: Slow Downs at Central Booking	7
Issue # 13: Glucose Monitoring Entered at Intake Not in Document	7
Issue # 18: EMR Dropping DOB, Causing Second Chart To Be Created	7
Issue # 19: Housing Information Not Always Updating (Inmate Interface)	8
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Phase I

Work Items

The following items constitute the workload for Phase I for TCSO.

NextGen Upgrade (including Issue # 30: Issues with Medication Quantity)

The TCSO NextGen system is in need of a software and KBM upgrade. This upgrade will assist in several issues identified, including some issues with the medications module and other issues. We propose upgrading the NextGen application to version 5.7, to take advantage of some functionality on templates with respect to panels and other functionality. The most recent available KBM version in general release is also proposed (KBM 8.1 as of this writing).

Issue # 1: EPM/EMR Link to Communicate Appointment Data

This issue was described as follows: "The link was intentionally broken between EPM and EMR due to the EMR display always defaulted to the last person who opened the record for the provider. This did not work for our appointments. However, we would like to take advantage of the EPM and EMR applications being able to communicate appointment data between them."

Issue # 3: Slow Downs at Central Booking

The system regularly comes to a crawl from about midnight – 2:30 AM. Server and database backup activities and jobs will be examined to determine a possible cause, and adjust timing of these items if possible to reduce the slowdown.

Jeffrey Markham entered this issue.

Issue # 13: Glucose Monitoring Entered at Intake Not in Document

The Glucose Monitor field does not populate the CHM Glucose Monitor and must be hand entered. FHTs from the "Female History-Jail Intake" now populate the intake document but the "Comments" section in the same Template do not populate.

Laura Kennedy added this item to the list.

Issue # 18: EMR Dropping DOB, Causing Second Chart To Be Created

Sometimes the EMR is dropping the date of birth for a patient record, causing a second record to be created for the patient, and requiring later merging of these records when the issue is identified. This appears to be a problem with the inmate interface to the Tiburon system.

Elizabeth Minks entered this issue.

Issue # 19: Housing Information Not Always Updating (Inmate Interface)

The housing information is not always updating correctly through the inmate interface. Sometimes if someone is released and returns to custody, old/previous location information is persisting in the EMR for housing and is not always updated appropriately.

Robin Osborn submitted this issue.

Issue # 20: Installation and Configuration of Pharmacy Interface (HL7 Interface to Pharmacy Not Running)

A number of issues in the TCSO issues list related to problems with the pharmacy interface. These issues will be addressed by the new pharmacy interface. This item is to cover installation and configuration of the new pharmacy interface for TCSO.

Issue # 23: Patients in Booking Housing Do Not Send P Number

If a patient's housing location is "booking", the P number is not coming across.

Clarification from Diana Gonzalez: There are two different instances where the pharmacy doesn't receive the medication orders via NextGen to Frameworks (across the interface).

- 1. If the housing is "CB Pending" the inmate has not been booked in and is not in Tiburon yet, but Nursing enters medication orders in NextGen. These orders are in the medication batch but do not come through the HL7 interface into Frameworks.
- 2. CB BB Housing These inmates have a P number but their housing is still listed as "Released Released Released" so they don't come through the NextGen to Frameworks via HL7 interface. Ideally, once an inmate is released, Tiburon should feed this information into NextGen and all medication orders should automatically be discontinued. Currently when these orders come through with released housing the pharmacy staff has to go through the orders and manually discontinue the medication in Frameworks.

Issue # 24: Jail Intake Screening Adjustments

TCSO purchased a custom version of the jail intake, but it does not completely meet their needs, and they request reorganizing the content in SOAP format. This would include more clearly labeling SOAP sections on the template as well as the resulting document, and re-ordering of some items to comply with this structure.

Issue #31: Medication Orders Not Stopping When Released From Custody

Some of the medication orders are not being stopped by the job that should be taking care of this when the people are released from custody. The job needs to be examined, along with data of some records affected, to address the cause of this issue.

Issue # 40: Pharmacy Orders Appearing on Med Batch Report When Printed

When a medication order is originally entered, it goes to the pharmacy and is included on the med batch report. If that prescription is later printed by someone, it is added to the medication batch report again, causing some confusion on the pharmacy because the order was already sent and does not need to be sent again.

Diana Gonzalez contributed this issue.

Issue # 46: Booking Number and PPD Date Administered

Currently, the booking number is not coming across the inmate interface into NextGen. As a result, they are having to enter information about PPD placement and reads in the Tiburon system and report from there. The inmate interface needs to be adjusted to ensure booking number is coming across, and the PPD placement and reporting process examined to see if other adjustments are needed for staff to be able to use NextGen for PPD tracking, without needing to refer to Tiburon directly.

Mike Summers entered this issue.

Training

The following training efforts are connected to the work described, and would be best delivered as part of Phase I.

NextGen 5.7 Training

After completing the upgrade, training will be needed for staff on the updated features of the system. We propose to prepare documentation and training related to these upgrade activities.

We would propose that this training would be provided by one person, provided in person, over a three-day period, with traveling the day before and after the training is completed.

Issue # 55: Medication Updates and Adding New Medications

The current database contains an outdated medication update version, and the most recent medication update needs to be applied to the database. This should be done in conjunction with staff that will be responsible for keeping up with this on an ongoing basis, so they will be trained during the upgrade on how to apply future upgrades. Also, adding medications manually to the database can also be covered, in case the medication needed is not part of a medication update for some reason.

Issue # 56: Training for Prebuilt List in Users Profiles

TCSO needs training on how to populate prebuilt lists into users' profiles. Cynthia referred to this as a synchronization.

*The hours estimates for this item may adjust after further clarification is achieved. This may relate to building or adjusting an automated process to configure new accounts; there may be ways to automate some of this process for easier configuration of new accounts.

Issue # 58: Training - New Doctor Setup

Training is needed for the most efficient way to set up a new provider account, if a new provider has replaced a previous provider. TCSO is asking if the name can be replaced (not recommended approach); efficient configuration steps and setup could be discussed.

Changing the name in a provider record is definitely not recommended, because it would affect all records already present in the patient encounters that are connected to that provider. We would propose training on removing licensing links and de-activating provider records that are no longer needed to assist.

Issue # 64: Training - Associate Fees for Services

TCSO requests training on how to associate fees for services and how to enter fee amount. This will involve identification of the places in the workflow where this integration is needed and customization of templates within NextGen to facilitate this process.

Elizabeth Minks submitted this request.

Travel Expenses

To support the training described above, Medicalistics anticipates that the following travel expenses will be incurred. As part of this Agreement, County has encumbered funds sufficient to pay the amount shown in the "Est. Total" column, or the sum of \$3,090. County will have no obligation to reimburse Medicalistics for any travel expenses incurred above and beyond this sum unless and until County identifies additional available funding, encumbers the same in accordance with Travis County budgetary and expenditure policies and procedures, and the parties execute a modification to this Agreement in accordance with the amendment procedures set forth in this Agreement.

Training	Est. Airfare	Est. Hotel	Est. Car	Est. Per Diem	Est. Total
NextGen 5.7 Training	\$ 400	\$ 520 (4 nights)	\$ 325	\$ 300	\$ 1,545
Additional Training	\$ 400	\$ 520 (4 nights)	\$ 325	\$ 300	\$ 1,545
TOTALS	\$ 800	\$ 1,040	\$ 650	\$ 600	\$ 3,090

Project Management

Project management services will enable Medicalistics to appropriately coordinate services and training provided to TCSO, and manage the project on an ongoing basis.

Phase II

Work Items

The following work items are being proposed for inclusion in Phase II. They will be addressed after the system is upgraded and initial enhancements are applied as part of Phase I.

Issue # 4: CHM Indicator Becoming Cleared

The issue here is that there are one or more screens in NextGen where the CHM indicator field is shared (hidden), but is not read-only. Because of this, when someone right-clicks on the screen and selects clear, it is clearing out the CHM indicator as well, so the system does not function properly. The fix for this item will be to check all screens, updating any templates where the field is not read-only, to make it read-only to prevent this issue.

Danny Smith submitted this issue.

Issue # 5: Patient Expired Label on BH Home

When a person is released from custody, the expired indicator is set, causing a red label to appear on BH Home, obscuring the New/Established patient choice, so a visit type cannot be selected or saved.

Danny Smith submitted this issue.

Issue # 6: Chronic Problem List

There are issues and questions about how items get on the chronic condition list, and how items can be removed. They find them on the adult chart summary, home pages, general assessment, and diagnoses included in the meds module.

Issue # 11: Diabetic Questionnaire Items Not Appearing in Document

When the intake is completed, questions from the diabetic questionnaire portion of the intake screening do not appear in the generated document.

Laura Kennedy entered this issue.

Issue # 12: Glucose Monitor Customizations

This template was changed extensively and TCSO would like to know what changes were applied. The template will be compared with the current KBM version to understand the customizations applied to the TCSO version of the template.

Issue # 14: Glucose Monitor Document

The document generated from the custom glucose monitor template prints the results significantly out of date order. Some entries seem to have inappropriately formatted dates as well, which may be contributing to this problem. If "refused" or "no show" are selected, no date/time populate and the entry populates at the bottom of the template. Also, when a Glucose is entered on the Intake document the nurses name/date populate the CHM Glucose Monitor but the date/time is mixed up and this data also populates at the bottom of the template. The actual sugar reading does not come across.

Laura Kennedy contributed this item.

Issue # 17: Quest Lab Interface

The lab interface with Quest has not yet been established. This may not involve Medicalistics at this time, but be worked directly between TCSO and NextGen.

*Time estimate here is based on helping to determine status and move this forward if needed.

Issue # 26: Adjustments to Medications by Patient Report

The pop-up for medications by patient self-report has some requested adjustments, including increasing the text size of some of the fields, and adding more fields to the pop-up for requested needs. See attachment A to this document.

Laura Kennedy knows the most detail about what is required for this item.

Issue # 36: Neuro Check Template

A neuro check template is needed for nursing staff to complete standard neuro checks for patients. A form has been provided outlining current TCSO documentation requirements for assistance with the development of this item.

Issue #37: Alerts More Prominent

The alerts that are entered in the system are important, since TCSO staff do not use this information frequently, but use it for significant alerts. Adjustments are desired on the BH Home and CHM Home pages for more prominent display of alerts if they are present, and also a request that alerts notification be added to the adult chart summary as well.

Mike Summers provided this request.

Issue #41: Documents Require Allergies

There are some documents in the system that should include documentation of patient allergies, but currently do not do so. The Consult Note document needs to include allergies and currently does not. Other documents should be

examined for this problem as well, and addressed where found. It may be that the NextGen KBM upgrade will address these issues, and further changes may not be necessary; analysis of the documents will be necessary following the upgrade to determine the need.

Issue # 43: Medication Batch Report Filter By Time

Currently the medication batch report will filter by date, but not by time within the date entered. TCSO desires a more precise filtering of the report to include time, so orders entered before the daily cut-off to the pharmacy can be more easily identified.

Issue # 44: Tasks Appearing on Crystal Reports, Not in Task List

There are tasks appearing on the task list reports that are not present in the inbox. This is usually caused by a staff member accepting responsibility for the task, but not completing it. A report of tasks accepted but not completed could assist in this process. In addition, a template might be able to be built that would allow for visibility to these tasks, and perhaps assuming ownership of them, in case a staff member is absent or no longer working at TCSO and the tasks need to be addressed.

Issue # 49: BH Master Document Issues

The BH master document is generating including some blank pages in the middle, and too many medications are appearing. Extra blank pages or page break references need to be removed, as well as adjusting the medications summary macros to present only the most recent medication information.

Issue # 50: Pregnancy Report

TCSO requires a report listing all pregnant inmates. This report is required by jail standards.

Elizabeth Minks submitted this issue.

Issue # 52: Tasking Categories with Manual Tasks

When creating a manual task, the task category box needs to be defaulted.

Issue # 57: Nurse/Provider Favorites

TCSO requests the following: "When we add a new nurse or provider, how do we push over the favorite offenses?" It is possible the favorite medication lists were meant here.

It is possible that this configuration could be automated, in part or in whole. Portions that could be automated would be defined with the TCSO team and set up via SQL jobs, and training would be provided for any remaining actions needed on the part of TCSO staff to complete this configuration.

Issue # 59: Cheat Sheet (Urinalysis, DME, Pregnancy)

A cheat sheet was requested to stop auto-tasking for certain types of orders, including urinalysis, DME, and pregnancy.

This appears to be a request for template customization, adjusting the templates where orders are written to suppress tasking, and also perhaps developing new content to represent the cheat sheet.

Time estimates for this item may adjust based on clarification of the items needed.

Issue # 66: TUHSU - Diagnosis Translation

TUHSU needs diagnosis translation for the codes.

Clarification from Mike Summers: The diagnosis tends to change over time or there may be multiple diagnoses on the mentally ill; the TUHSU that prints captures the first diagnosis made and doesn't release it.

For example, P # 238672: The diagnosis reported on the TUHSU is 296.80 Bipolar Disorder, Unspecified. His current diagnoses are:

- Attention deficit disorder of childhood with hyper (314.01)
- Alcohol Abuse Unspec (305.00)
- Cannabis Abuse (305.20)
- Antisocial Personality Disorder (301.7)

NOTE: A big part of this may be that the original diagnosis was not marked as resolved by the provider; as a result, this might be a training issue.

Also, other physical medical diagnoses are not populating under the area of TUHSU, Paragraph C, Other healthcare problems. For example, P # 280241.

Listed Diagnoses: Under Part B (no codes listed, except for the depression)

- Drug abuse
- Alcoholism
- Hypertension
- Major Depression

Under Part C – he has pancreatic cancer, which is not populated in this section, as well as the diagnostic codes for hypertension, drug abuse, and alcoholism. The TUHSU form in the EMR was intended to be an accurate summary populated from the record; the current TUHSU still requires a lot of editing and checking to ensure accurate data is forwarded to the receiving jurisdiction.

Issue # 67: TUHSU Not Including New Data

The system is getting old data from the previous TUHSU, not the new one. Updates are needed to resolve the issues.

The TUHSU Data template is populated through the actions of a stored procedure; adjustments to this stored procedure may be necessary to ensure the correct information is being incorporated.

Then a Crystal Report is generated to display the results in the TUHSU format. It may be that adjustments are needed here as well.

Mike Summers entered this issue.

Issue # 68: TUHSU Document Not Including Meds

Some of the TUHSU documents, when generated, do not include the medications the patient is taking. If there is a current order (doctor), sometimes this does not print out either. The TUHSU document needs to be examined and adjusted in the areas of medications and other orders, to ensure the document is complete.

Linda Forbing submitted this issue.

Issue #71: Patient Education Not Working

The Patient Education function is not working. Accessing File > Patient Education in NextGen EMR is not working properly. Licensing and setup need to be examined to determine the cause of the issue.

When accessing File > Patient Education, the following message appears: "License Message. You are not licensed to run Patient Education."

We propose assisting TCSO with exploring the licensing needed and assisting with accessing it once licensing issues are resolved.

Issue #73: Appointment Status Not Updating

After vital signs are taken and entered into the patient's chart, the patient is not showing up as checked in or in waiting room in the provider's inbox. The appointment status still says "booked" with an empty space under room. Multiple appointments in one day for an inmate will not let you "arrive" them. We may need to determine the functionality or workflow needed to address this issue.

Jeanette Bettes entered this issue.

Training

The following training efforts are connected to the work described, and would be best delivered as part of Phase II.

Issue # 45: Reports for Number of ER Visits and Outside Appointments

There is a need to be trained on generating reports to show the number of ER visits and outside appointments for each month. This could be a report configured and memorized in EPM, if these events are all registered there. It appears that the Outside Appointments report could be memorized and configured in EPM, but further investigation will need to be done to determine how ER visits are tracked and documented (the source of the data for this report).

Issue # 47: Report Generator, EMR JID

There was an issue entered about the report generator and the EMR JID number. We expect this item to result in a training session to demonstrate how different fields can be added to the report generator, with a focus on this ID field in particular.

Danny Smith entered this issue.

Issue #48: Template Editor Training

For this issue, training in Template Editor was requested to discuss how to create a table in a template. General template editor training could address this and other questions that may have arisen while working with NextGen and Template Editor.

Danny Smith entered this issue.

Issue # 53: Training - Tasking on Communications Template

Need training – where does the communications template get tasks? The picklist is not consistent for groups.

This appears to be a template customization issue, rather than a training issue. Once requirements are determined precisely with the TCSO team, the customizations can be completed. This could be completed as part of a Template Editor training course on various desired customizations, with part of the work being completed after the training if desired or needed.

Issue # 54: Training - Tasking

TCSO has requested extensive training on tasking. Training could be provided as needed.

We would expect to spend some time examining the current situation with respect to tasking, and determining the best approach for the adjustments and training needed. The hours estimates for this item include possible customization to develop some management screens to manage tasks over their life cycle. If desired, this could include template(s) and/or reports to assist in determining what the current status of tasks are and what happened to them (for example, who accepted responsibility for them, and so on).

The hours estimates could be reduced for this item if custom solutions for managing tasks are not needed.

Issue # 61: Training - Hide Surveys/Forms for Medications

Is there a way to hide all surveys/forms for medications? Push vs. individual manipulation.

This sounds like a template customization item. If the surveys/forms are currently available on a template, we can customize them to hide links for these documents if desired. We will work with TCSO staff to define exactly what items should be hidden, and whether they should be hidden for all staff.

Since this was categorized as training, it could be part of a Template Editor training session involving adjustments and customizations such as this.

Issue # 62: Training - Expungements

How are expungements handled?

We would propose merging the patient records for such patients into a dummy patient record in these cases. The demographic information (name, date of birth, social security number, and so on) would be replaced by the dummy identifying information in the dummy record. This is probably the most efficient method to accomplish expungement of existing records requiring this.

Mike Summers contributed this item.

*Time estimates for this item may adjust based on clarification of the items needed. For example, if only training on the merge process is needed, that would take less time; if TCSO desires we complete the merges of these records, these hours might be required.

Issue # 63: Training - Scanning/ICS

TCSO has requested a quicker and smoother way to administer the scanning process. Batch processing is particularly slow. Workflow could be examined and training provided to optimize this process.

Issue # 65: Training - Kept Status on Appointments, EMR and EPM

How does the "kept" status of an appointment get from EMR to EPM? What are the steps required in EMR to accomplish this? What is the best workflow to keep the appointment status up to date in both EPM and EMR? The current workflow and possible workflow adjustments will be examined and trained.

Kathryn Geiger entered this issue.

Travel Expenses

To support the training described above, we believe the following travel expenses would be expected.

Training	Est. Airfare	Est. Hotel	Est. Car	Est. Per Diem	Est. Total
Reports for ER Visits, Outside	\$ 400	\$ 520 (4 nights)	\$ 325	\$ 300	\$ 1,545
Appointments, Report					
Generator, Scanning/ICS					
Template Editor Training,	\$ 400	\$ 520 (4 nights)	\$ 325	\$ 300	\$ 1,545
Tasking Configuration,					
Additional Training					
TOTALS	\$ 800	\$ 1,040	\$ 650	\$ 600	\$ 3,090

Project Management

Project management services will enable Medicalistics to appropriately coordinate services and training provided to TCSO, and manage the project on an ongoing basis.

TRAVIS COL	NITH SE		

Name _____

ATTACHMENT A	
MED VERIFICATION/INTAKE	
Allergies	
_	

DOB: _____

Date/ Init.	Pharmacy/ Phone #	Med name/ Dosage	Date Filled	Directions /Last Dose	Number Filled	# of Pills in bottle	# of RFs	Rxing MD

Medicalistics L.L.C. - SOFTWARE MAINTENANCE SERVICES AGREEMENT

This Agreement is entered into in connection with that certain Professional Services Agreement ("PSA") by and between Travis County, a political subdivision of the State of Texas ("You") and Medicalistics L.L.C. ("Company") of even date herewith. All capitalized terms used but not defined in this Agreement have the meaning ascribed to such terms in the PSA.

- 1. This Agreement is an integral part of the PSA and, except as modified herein, is subject to its terms and conditions.
- 2. In the event of a conflict between the PSA, any previously executed Agreement and the terms of this Agreement, the terms of the PSA will govern and control.
- 3. You elect to purchase annual Software Maintenance Services offered by Company for the NextGen Software listed in Exhibit "A" to the PSA. Any additional NextGen or Medicalistics Software purchased by You during the term of this Agreement shall be automatically added to Your Maintenance Services (unless You have terminated same as set forth below), and will result in an increase in Your Maintenance Services fee, subject to the funding provisions set forth in this Agreement and/or in the PSA.
- 4. Software Maintenance Services and fees charged for such services begin contemporaneously with the PSA Effective Date. Maintenance Services automatically renew for additional one (1) year periods. However, either party may terminate Software Maintenance Services at any time provided it gives the other party at least 60 days prior written notice of its intention not to renew.
- 5. The initial fees You will pay for Maintenance Services for the items set forth in Exhibit "A" to the PSA are set forth in the Payment Milestone Schedule, attached as Schedule "B" to the PSA. These fees are due and payable annually, in advance. After the first year, Company may increase the Annual Maintenance Services fee, but in no event will the fee increase more than 3% over the prior year's Annual Maintenance fee. This maximum annual increase applies to each individual NextGen Software item for which You purchase support and maintenance services, and to the total NextGen Software support and maintenance fee for all such items combined.
- 6. If You terminate this Maintenance Services Agreement and later wish to reinstate such Maintenance Services, Company will reinstate the Maintenance Services and may, in its sole discretion, charge You a reinstatement fee of \$2,000. In addition to the reinstatement fee, You may be separately charged to bring You up to the most current version of the Software (including but not limited to data conversion and other services) and to correct any problems that may have arisen during the non-supported period. No such additional charges will be due or payable by You unless Company has provided You a detailed, itemized quote listing all such applicable charges and You have given Company written permission to proceed.
- 7. Provided You are current in Your payments required under this Agreement, then Company shall provide You with its Software Maintenance Services, which include:

Medicalistics L.L.C. - SOFTWARE MAINTENANCE SERVICES AGREEMENT

- (i) Updates. At no additional charge, all Updates to the NextGen Software received by Company from NextGen, which shall include keeping the NextGen Software in compliance with federal and state regulated changes that are identified, in writing, by You or of which Company has become aware.
- (ii) Telephone & Internet Support. Access by You, during Business Hours, to Company's customer support department to resolve issues arising from Your internal use of the NextGen Software. Medicalistics will make available to You a telephone number to call requesting service of the NextGen Software. This telephone number will operate 24 x 7 x 365, and may be used by You to notify Medicalistics of problems associated with the NextGen Software and related documentation. Upon request, and in Company's sole discretion, Company will make the Software Maintenance Services available to You during non-Business Hours. For Software Maintenance Services rendered during non-Business Hours You will be charged at Company's then current hourly rate. Company agrees to advise You prior to commencing any work that would result in such per hour charge. Moreover, You authorize, as part of Company's Wellcare program, Company to monitor, via high-speed secured and protected internet access, Your servers (up to ten) associated with the NextGen Software to collect various data on critical performance metrics (e.g. CPU Utilization, disc free space, security & service packs, Veritas backup success if this product has been purchased and SQL server database dump success.)
- (iii) HIPAA Tools & Documents. Reasonable tools and technology that can assist You in your use of the NextGen Software to: (1) comply with applicable HIPAA privacy and security standards; (2) utilize HIPAA transaction and code set standards and (3) comply or use such future HIPAA regulations and standards as soon as practicable after they are promulgated. Presently, the NextGen® EPM software is (a) capable of using ICD9 and CPT4 codes as well as the following HIPAA transaction and code set standards: 837 claims (supporting professional and institutional billing) and 835 ERA, and (b) is able to capture and store the data required to support the current billing functions of the EPM, format such data in the X12 format, ready such file for Your transmission of such files, which may, however, require additional steps. With Company's optional RTS module, You will be able to use the following HIPAA transaction and code set standards 270/271 Eligibility and 278 Referral. Moreover, if requested, Company will execute a mutually acceptable Business Associates agreement.
- (iv) Source Code Escrow Program. The ability to enroll in Company's NextGen Software source code escrow program, which is currently maintained by DSI/Fort Knox ("Escrow Agent"), a nationally recognized, third party technology escrow agency service. To enroll in this program, You would pay the then current escrow enrollment fee and any renewal fees as the same become due and payable, as set by the Escrow Agent, and complete the necessary forms required by the Escrow Agent. Under this program, in the event that Company becomes subject to any bankruptcy, insolvency, liquidation or other similar proceedings, which are not dismissed within ninety (90) days after their commencement, You can obtain a license to use the source code in accordance with Company's then current escrow program, at no additional charge other than Company's then-current enrollment fee. Your access to such source code license shall be through Company's Escrow Agent as appointed, from

Medicalistics L.L.C. - SOFTWARE MAINTENANCE SERVICES AGREEMENT

time to time, at Company's discretion, and shall be solely for You to correct errors in and maintain the Software on Your System and to compile such corrected source code into executable code form. The terms of such escrow relationship and Your use of the source code are governed by the escrow agreement with the Escrow Agent; provided, however, Travis County will under no circumstances be obligated to indemnify, save, hold harmless or defend Escrow Agent, Company or any other third party under such escrow agreement or to release such parties from liability, in whole or in part.

(v) Remedial Support. At no additional charge, upon receipt by Medicalistics of notice from You of an error, defect, malfunction or nonconformity in the NextGen Software "documentation", Medicalistics shall respond as follows:

Severity 1: Produces an emergency situation in which the NextGen Software is inoperable, produces incorrect results, or fails catastrophically.

Response: Medicalistics will provide a response by a qualified member of its staff to begin to diagnose and to correct a Severity 1 problem as soon as reasonably possible, but in any event a response via telephone will be provided within two (2) business hours , and/or within 2 hours of the next regular business day if such issue is reported afterhours or during a non-business day/holiday. Medicalistics will continue to provide best efforts to resolve Severity 1 problems in less than forty-eight (48) hours. The resolution will be delivered to You as a work-around or as an emergency software fix. If Medicalistics delivers an acceptable work-around, the severity classification will drop to a Severity 2.

Severity 2: Produces a detrimental situation in which performance (throughput or response) of the NextGen Software degrades substantially under reasonable loads, such that there is a severe impact on use; the NextGen Software is usable, but materially incomplete; one or more mainline functions or commands is inoperable; or the use is otherwise significantly impacted.

Response: Medicalistics will provide a response by a qualified member of its staff to begin to diagnose and to correct a Severity 2 problem as soon as reasonable possible, but in any event a response via telephone will be provided within four (4) hours, and/or within 4 hours of the next regular business day if such issue is reported afterhours or during a non-business day/holiday. Medicalistics will exercise best efforts to resolve Severity 2 problems within five (5) days. The resolution will be delivered to You in the same format as Severity 1 problems. If Medicalistics delivers an acceptable work-around for a Severity 2 problem, the severity classification will drop to a Severity 3.

Severity 3: Produces an inconvenient situation in which the NextGen Software is usable, but does not provide a function in the most convenient or expeditious manner, and the user suffers little or no significant impact.

Response: Medicalistics will exercise best efforts to resolve Severity 3 problems in the next maintenance release.

Severity 4: Produces a noticeable situation in which the use is affected in some way which is reasonably correctable by a documentation change or by a future, regular release from Medicalistics.

Response: Medicalistics will provide, as agreed by the parties, a fix or fixes for Severity 4 problems in future maintenance releases.

Medicalistics L.L.C. - SOFTWARE MAINTENANCE SERVICES AGREEMENT

(vi) **Exclusions.** Software Maintenance Services does not include the following: (a) support or support time due to a cause external to any of the Software provided adversely affecting its operability or serviceability, which shall include but not be limited to water, fire, wind, lightning, other natural calamities, transportation, misuse, abuse or neglect; (b) repair of any of the Software modified in any way other than modifications made by Company, or modifications made by You with Company's prior written consent; (c) support of any other third-party vendors' software not covered by this Agreement, such as operating system software, network software, database managers, word processors, etc., except that Company will provide reasonable assistance and coordination in handling issues that arise with that Third Party Software purchased by You from third parties outside the scope of this Agreement and issues that arise with Third Party Software purchased by you from Company under this Agreement; however, such assistance shall not include any updates to or new versions of the Third Party Software not covered by this Agreement or correction of any program-errors within the third-party software; (d) support services that can be rendered telephonically either by Company or Your personnel (at Company's direction) but at Your request are performed onsite by Company; (e) Maintenance Services on any non-current version of the Software provided, unless otherwise agreed to by Company in its sole discretion; (f) on-site installation of the Updates or additional conversion services; (g) any additional hardware or third party software that may be required to install and use any Updates; or (h) training. All such excluded maintenance services performed by Company at Your request shall be invoiced to You on a time and materials basis, plus reasonable expenses associated therewith.

8. Medicalistics warrants and represents that:

- (1) the Maintenance Services will be provided in a manner that ensures the security and integrity of Your existing infrastructure components and in compliance with all Your existing information security requirements and all federal, state and local government laws and regulations governing the creation, use, storage, access, accessibility, maintenance, processing and transmission of information assets. You acknowledge that Medicalistics' ability to comply with the obligations set forth in this paragraph is in part dependent on Your coordination and cooperation with Medicalistics in procuring recommended security solutions and in gathering and evaluating accurate, complete information regarding laws governing information assets.
- (2) only individuals who are highly experienced and skilled in providing the types of services to be provided under this Agreement will be assigned to perform the Maintenance Services. Medicalistics acknowledges that You selected Medicalistics in part on the basis of the expertise and experience of such personnel, and that regardless of specific personnel changes, Medicalistics shall maintain the overall level of expertise, experience, and skill in supplying employees to perform the Maintenance Services.

Medicalistics L.L.C. - SOFTWARE MAINTENANCE SERVICES AGREEMENT

TRAVIS COUNTY	MEDICALISTICS, LLC.
Ву:	Ву:
Name: Sammuel T. Biscoe	Name:
Title: Travis County Judge	Title:
Date:	Date:

	Medicalistics L.L.C.			
Prepa	red for: Travis County Sheriff's Office	Proposal Date:		12/18/2012
Item	Description	QTY	Unit Price	Extended Price
пеш	Existing Yearly Maintenance	QII	Unit Frice	Extended i noc
	LAISTING Tearry Maintenance			
	NextGen EPM Provider License(s)	3		
	NextGen EMR Provider License(s)	3		
	NextGen EPM Mid-Level Provider License(s)	6		
	NextGen EMR Mid-Level Provider License(s)	6		
	NextGen ICS Provider License(s) - included with	· ·		
	EMR/EPM/BSP/Express Lic.	9		
	NextGen ICS Remote Scanning Sites - Per Remote			
	Site	2		
	NextGen Patient Synchronization - Per Provider	9		
	NextGen Dental Clinical Suite (without XRAY or			
	imaging)	1		
	NextGen EMR Dental Provider Med Module ONLY	1		
	NextGen EMR RTF Monitor - Per Provider License -			
	included with EMR/Express Lic.	9		
	NextGen RTS (Real-Time Transaction) - Per Provider - included with EPM/BSP Lic.	9		
	Flovider - included with Erwibse Lic.	9		
	Practice License Fee for EMR	1		
	Practice License Fee for EPM	1		
	Tradition Electrical Teacher Electrical	'		
	Existing Yearly Maintenance Subtotal:			\$ 37,808
	Existing Fourty maintenance outsteam			Ψ 01,000
	New Software			
	NextGen EPM Provider License(s)	2	\$ 10,000	\$ 20,000
	NextGen EMR Provider License(s)	2	\$ 10,000	\$ 20,000
	Combined NextGen EMR & EPM Provider License			
	Discount	2	\$ (5,000)	\$ (10,000)
	NextGen EPM Mid-Level Provider License(s)	1	\$ 7,000	\$ 7,000
	NextGen EMR Mid-Level Provider License(s)	1	\$ 7,000	\$ 7,000
	Combined NextGen EMR & EPM Mid-Level Provider			
	License Discount	1	\$ (3,500)	\$ (3,500)
	NextGen ICS Provider License(s) - included with			
	EMR/EPM/BSP/Express Lic.	-	incl.	\$ -

NextGen ICS Remote Scanning Sites - Per Remote Site		¢	1 000	¢	
NextGen Patient Synchronization - Per Provider	<u> </u>	\$ \$	1,000	\$	
NextGen EMR Dental Provider Med Module ONLY		Ψ	incl.		
NextGen EMR RTF Monitor - Per Provider License -			11101.	Ψ	
included with EMR/Express Lic.	_		incl.	\$	_
 NextGen RTS (Real-Time Transaction) - Per Provider -			11101.	Ψ	
included with EPM/BSP Lic.	-		incl.	\$	_
,				·	
Software Subtotal:				\$	54,000
Interfaces					·
Practice Medication Interface - NextGen HL7 Format	1	\$	12,500	\$	12,500
Interface Sub-Total				\$	12,500
Third Party Software					
Software					
Libraries - yearly subscription fee /updated per					
year / per provider					
Bundled ICD9 and CPT4 Codes Loaded (First User					
 License Per Year)	1	\$	279	\$	279
Bundled ICD9 and CPT4 Codes Loaded (Add'l User					
 Licenses Per Year)	11	\$	35	\$	385
NextGen Edits: includes CCI Edits, ICD9/CPT4 Edits,					
CPT OCE and other Edits (requires ICD9/CPT4 codes) -					
Annual per User	-	\$	20	\$	-
First Data Drug Database with Integrated Interaction					
Module (EMR only) - Annual per Provider	11	\$	139	\$	1,529
SureScripts ePrescribing (EMR only) - Annual per Provider	4.4		اء ما		
Third Party Software Sub-Su	ıh-Total		incl.	\$	2,193
NextGen eLearning				Ψ	2,133
 Mandatory EMR/EPM eLearning Lic. to be Purchased					
(Annual Fee for each Lic.)	5	\$	199	\$	995
eLearning Licenses purchased herein include a one		<u> </u>		Ψ	333
year subscription to the NextGen education via the					
Internet at your convenience. After the first year, the					
eLearning License will be renewed at the then					
prevailing rate, unless expressly communicated to					
NextGen that you are no longer interested in using					
the eLearning License. Any Practice or Enterprise Registration Fees are 1-time fees and not subject to					
annual renewals.					

Third Party Software Subtota	l:			\$	3,188
Services					·
Medicalistics Hours for EMR and/or EPM Implen	entation Services				
EMR/EPM Implementation Services may include some or all of the following: Project Management or Coordination; Project Implementation Meeting; System Check, Definition Workshop (DWS) Training/Review; Database Review; Database Review; Core Group Training (CGT); Tuning/Testing Go-Live, Advanced Training, Physician Resource Assistance, and Post Go-Live Audit, as described in Attachment A.	; 257	\$	160	\$	41,120
Travel expenses relating to training				\$	3,090
* Implementation hours based upon Customer using existing NextGen and/or purchased templates with minimum or no modifications made by compant Modifications to existing templates and/or Custon Design may be contracted through Medicalistics, LL at Medicalistics current hourly rate of \$225.00 /hour Also, the jail can optionally build their own screens.	th y. m C				
Summary					
Softwar	e			\$	54,000
Interface	S			\$	12,500
Hardwai	e			\$	-
Third Party Softwar	e			\$	3,188
Total System Price:				\$	69,688
Total Discounts for this Proposal are				\$	13,500
Total Discount Percent for this Proposal is	:				19.372%
Total Revised System Price				\$	56,188
existing yearly maintenand				\$	37,808
new yearly maintenance				\$	15,932
Total Annual Software Maintenance Pric		}		\$	53,740
Total Systems BRICE	e			\$	44,210.0
TOTAL SYSTEMS PRICE				Þ	154,138.0

STATE OF TEXAS} COUNTY OF TRAVIS}

ETHICS AFFIDAVIT

Date:_				
Name	of Affiant:			
Title (of Affiant:			
	ess Name of Proposer: y of Proposer:			
Count	y of 110posett	_		
Affiar	t on oath swears that the following s	tatements are true:		
1.	Affiant is authorized to make this a	ffidavit for Licensor.		
2.	Affiant is fully aware of the facts st	tated in this affidavit.		
3.	Affiant can read the English langua	age.		
4.	Licensor has received the list of attached to this affidavit as Exhibit		associated with this A	greement which is
5.	Affiant has personally read Exhibit	"1" to this Affidavit.		
6.	Affiant has no knowledge of any I business or has done business durir	•		_
		Signature of Affiant		
		Address		
	SUBSCRIBED AND SWORN TO	before me by	on	, 20
		Notary Public, State of		
		Typed or printed name of My commission expires:_		

EXHIBIT 1 LIST OF KEY CONTRACTING PERSONS JANUARY 16, 2013

CURRENT

Position Held	Name of Individual Holding Office/Position	Name of Business Individual is Associated
1 OSITION FIELD	Holding Office/1 osition	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	Vacant	
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	Gerald Daugherty*	
Commissioner, Precinct 3 (Spouse)		Consultant
Executive Assistant		
Executive Assistant		
Executive Assistant	Barbara Smith*	
Commissioner, Precinct 4		
Executive Assistant		
Executive Assistant		
County Treasurer	Dolores Ortega-Carter	
County Auditor	•	
County Executive, Administrative		
County Executive, Planning & Budget		
County Executive, Emergency Services		
County Executive, Health/Human Services		
County Executive, TNR		
County Executive, Justice & Public Safety		
Director, Facilities Management		
Interim Chief Information Officer		
Interim Chief Information Officer		
Interim Chief Information Officer		
Director, Records Mgment & Communications	e e	
Travis County Attorney		
First Assistant County Attorney		
Executive Assistant, County Attorney		
Director, Land Use Division		
Attorney, Land Use Division		
Attorney, Land Use Division		
Director, Transactions Division	-	
Attorney, Transactions Division		

Attorney, Transactions Division	
Attorney, Transactions Division	
Director, Health Services Division	
Attorney, Health Services Division	
Purchasing Agent	
Assistant Purchasing Agent	
Assistant Purchasing Agent	
Purchasing Agent Assistant IV	Patrick Strittmatter
Purchasing Agent Assistant IV	Lori Clyde, CPPO, CPPB
Purchasing Agent Assistant IV	
Purchasing Agent Assistant IV	
Purchasing Agent Assistant IV	Loren Breland, CPPB
Purchasing Agent Assistant IV	
Purchasing Agent Assistant IV	Rosalinda Garcia
Purchasing Agent Assistant IV	
Purchasing Agent Assistant III	Shannon Pleasant, CTPM
Purchasing Agent Assistant III	David Walch
Purchasing Agent Assistant III	Michael Long, CPPB
Purchasing Agent Assistant III	Nancy Barchus, CPPB
Purchasing Agent Assistant III	Jesse Herrera, CTP, CTPM, CTCM
Purchasing Agent Assistant III	Sydney Ceder*
Purchasing Agent Assistant III	Vacant
Purchasing Agent Assistant II	Vacant
Purchasing Agent Assistant II	L. Wade Laursen*
Purchasing Agent Assistant II	
HUB Coordinator	Sylvia Lopez
HUB Specialist	Betty Chapa
HUB Specialist	
Purchasing Business Analyst	
Purchasing Business Analyst	Jennifer Francis
Travis County Sheriff's Office	
Travis County Sheriff's Office	
Travis County Sheriff's Office	Tiffany Curnutt

FORMER EMPLOYEES

	Name of Individual	
Position Held	Holding Office/Position	Date of Expiration
Purchasing Agent Assistant III	Elizabeth Corey, C.P.M	03/14/13
Attorney, Transactions Division	Tamara Armstrong	03/30/13
Executive Assistant	Lori Duarte	06/15/13
Chief Information Officer.	Joe Harlow	07/31/13
County Auditor	Susan Spataro, CPA	08/31/13
Purchasing Agent Assistant IV	George R. Monnat, C.P.M., A.P.P.	09/26/13
Executive Assistant	Cheryl Aker	
Purchasing Agent Assistant II	Jayne Rybak, CTP	12/14/13
Commissioner, Precinct 3.	Karen Huber	01/01/14
Executive Assistant	Garry Brown	01/01/14
Executive Assistant	Julie Wheeler	01/01/14
Executive Assistant	Jacob Cottingham	01/01/14

 $^{\ ^{*}}$ - Identifies employees who have been in that position less than a year.

period immediately before th	the date of this Affidavit with the following Key Contracting Persons:	
		-
		-
		_
		-
		-

If no one is listed above, Licensor warrants that Licensor is not doing business and has not done business during the 365 day period immediately before the date of this Affidavit with any Key Contracting Person.

PAYMENT MILESTONE SCHEDULE SCHEDULE "B"

Product and M	aintenance		
Milestone 1	Medicalistics Maintenance	\$	53,740
	3rd Party Software (with discount)	<u>\$</u>	2,570
	Sub total	\$	56,310
Milestone 2	Electronic Delivery of Software & Interfaces (with discount)	\$	53,618
	Sub total	\$	53,618

Services Milest	tone		
Milestone 3	Upgrade with Gap and Test = 72, PM = 12 = Total 84 hrs	\$	13,440
	Interface and Tech – Slowdowns = 4, EMR Dropping DOB = 8, Install Pharmacy If	=	
Milestone 4	= 16, Housing Info = 8 = 36 Hours Total + PM = 8	\$	7,040
Milesonte 5	Custom Fixes = 66 hrs + 10 hrs PM = 76 hrs	\$	12,160
Milestone 6	Initial Training – 24 hours + PM = 30	\$	4,800
	Training Completion Medication update 7, Training for Prebuilt List In user		
Milestone 7	profile 12, New Doctor 4=23	\$	3,680
	Training Sub Total	\$	41,120

<u>Travel</u>	\$	3,090
TOTAL MILESTONE	\$ 15	54,138
*Travel billed on reimbursement and not to exceed contract amount		
* Milestone not necessarily consecutive		

Date: 04/16/2013 JAMES N. SYLVESTER Chief Dep MEMORANDUM

To:



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

From: Robin Osborn, Lieutenant www.tcsheriff.org

Subject: Electronic Medical Record System

Purchasing

PHYLLIS CLAIR Major – Law Enforcement

DARREN LONG

Major - Corrections

MARK SAWA Major - Administration & Support

Please accept this memo as request to place the purchase of support and maintenance for the Sheriff's Office NextGen Electronic Medical Record System (EMR) on the next available Commissioners' Court Agenda. Medicalistics will be the third party software vendor to provide the requested services and deal directly with the software provided by NextGen Healthcare.

TCSO initially contracted with Simplicity for the purchase, install, maintenance and training for NextGen and Softwriters (Pharmacy) software based on a competitive bid process. Simplicity was not able to complete the project according to their contract terms (CM110076SW). Oct 26, 2010, this contract was terminated for convenience.

The remaining funds for this project will be used for the pending contract with Medicalistics. Additional funds were reallocated to purchase maintenance/support of the system on April 2, 2013 by Commissioner's Court based on.

TCSO contracted directly with Softwriters for the support and maintenance of that software and it is not a part of the project with Medicalistics.

TCSO has been functioning for the past three years without support or maintenance of the NextGen software and associated interfaces. Medicalistics is the only NextGen Healthcare approved and authorized vendor allowed and capable of the service required to bring the EMR software up to date and complete the project as well as provide ongoing support and maintenance.

Please note that TCSO intends to submit an FY14 budget package to continue the implementation of software upgrades to include software maintenance and support as outlined in Phase II.

Cc: Mark Sawa, Major Support Admin.
Tiffany Curnutt, Business Analyst I
Scott Wilson, Purchasing Agent
Paul Matthews, TCSO Finance Director
File

RO/tc



Travis County Commissioners Court Agenda Request

Meeting Date:
Prepared By/Phone Number:
Elected/Appointed Official/Dept. Head:
Commissioners Court Sponsor:

Tuesday, April 30, 2013 Deece Eckstein, 854-9754 Deece Eckstein, 854-9754 Judge Biscoe

AGENDA LANGUAGE:

AT 11:00 A.M.:

CONSIDER AND TAKE APPROPRIATE ACTION ON LEGISLATIVE MATTERS, INCLUDING:

- A. UPDATE ON LEGISLATIVE ACTIVITIES;
- B. LEGISLATION RELATING TO TRANSPARENCY IN LOCAL GOVERNMENT, INCLUDING HOUSE BILL 14;
- C. LEGISLATION RELATING TO PROPERTY TAX EXEMPTIONS:
- D. LEGISLATION RELATING TO COUNTY AUTHORITY TO USE LAND USE TOOLS TO ENHANCE THE HEALTH AND SAFETY OF RESIDENTS;
- E. LEGISLATION RELATING TO TEXAS COMMISSION ON ENVIRONMENTAL QUALITY OVERSIGHT AND RATEPAYER PROTECTION IN THE RATEMAKING PROCESS FOR WATER AND SEWER UTILITIES, INCLUDING HOUSE BILL 3857; AND,
- F. ADDITIONS TO THE PRIORITIES, POLICY POSITIONS AND THE POSITIONS ON OTHER PROPOSALS SECTIONS OF THE TRAVIS COUNTY LEGISLATIVE AGENDA.

SUMMARY AND IGR COORDINATOR RECOMMENDATION: See below.

BACKGROUND:

1) As the attached spreadsheet shows, a few bills, mostly local in character, continue to be filed. IGR is also expanding the number of bills it is monitoring, particularly for their potential to become "vehicles" for other legislation (good or bad).

- 128 bills that IGR is tracking were heard in committee during the week of April 22-26. IGR will provide a spreadsheet with a full summary of those bills.
- 3) There are 28 days remaining in the session.

ISSUES AND OPPORTUNITIES:

1) As you know, "**transparency**" has been one of the more visible issues this session, driven by the Comptroller's effort to make local governments provide more information through more avenues for their citizens. The centerpiece of the effort was HB 14 by Pitts/SB 14 by Williams, intended to be omnibus bills.

The Subcommittee on Budget Transparency and Reform of the House Appropriations Committee took extensive testimony on HB 14, including from Travis County IGR. TAC and the CUC worked with subcommittee members to address concerns about the bill, with some success. However, the committee substitute adopted last week does not meet the Court's test: increasing transparency in reasonable and cost-effective ways.

For this reason, IGR recommends that the Court approve and execute a letter to Speaker Joe Straus, asking him to delay consideration of CSHB 14. Other county organizations, commissioners courts and officials are sending similar letters.¹

2) As in past sessions, numerous bills and joint resolutions have been filed to create or extend various **property tax exemptions**. This session, they total approximately 60. A spreadsheet listing the bills, the activity or class they are exempting, and their potential fiscal impact (as measured in preliminary analyses from the LBB) is attached.

Property tax exemptions produce a reduction in total value available to be taxed. Each affected taxing entity is left with two choices:

- a. leave tax rates the same and accept a reduction in available revenues, even though exemptions almost never reduce demand for services; or,
- b. adjust tax rates and shift the tax burden to other, non-exempted taxpayers.

For example, a letter from Tarrant County Judge Glen Whitley is attached.

In the past, the Court has not taken a position on such proposals. However, because the cumulative impact of property tax exemptions can be significant, the Conference of Urban Counties has studied the issues and adopted a policy that emphasizes local control and accountability for decisions involving property tax exemptions. IGR recommends that the Court adopt a similar policy, as articulated in the attached draft resolution, and that the Court add the following to the Legislative Agenda:

Support legislation that gives counties and other local governments additional permissive authority to grant property tax exemptions.

- 3) In past sessions, refinements to county land use authority have been a focus of the Court's attention and IGR's activities. This session, we are monitoring over 60 bills related to growth management. Most of them either:
 - a. do not apply directly to Travis County,
 - b. diminish county authority in unproductive ways, or
 - c. both.

There is one proposal, contained in four different bills (<u>HB 761</u>, <u>HB 1537</u>, <u>SB 170</u>, <u>SB 456</u>), that expands on the authority granted to counties in 2009 to adopt a version of the Residential Construction Code and require homebuilders to submit inspection reports. These bills put more teeth into the reporting requirement by giving the County an option to require issuance of a certificate of compliance prior to utility connections for new residential construction. This would improve builder compliance (currently, only a handful of builders submit reports). If the County opted to require the provisions of this bill, the County would have to produce a certificate of compliance within five working days of the request. In order to meet the requirement, the County may need additional FTEs. However, the legislation does not allow the County to assess a fee to recoup the cost of service.

IGR has expressed support for these bills as they worked their way through the process.

4) <u>House Bill 3857</u> would authorize the Texas Commission on Environmental Quality (TCEQ) to permit a water and sewer utility to increase its rates or charges up to five percent (5%) without a contested case hearing if the utility is investing in infrastructure

improvement projects to serve the utility's service area. The bill defines "infrastructure improvement project" as an engineering project to construct, improve, or renovate a facility used and useful for the production, transmission, storage, distribution, or provision of potable or recycled water to the public or the collection, transportation, treatment, or disposal of sewage.

This bill contrasts with bills such as <u>HB 1307</u> by Geren and <u>SB 567</u> by Watson, which recommend stronger oversight of water/sewer utility ratemaking (including transfer of ratemaking jurisdiction) to the Public Utility Commission, or <u>HB 1663</u> by Guillen, which limits water or sewer utilities (who frequently have multiple service areas) to one rate increase per year for each service area.

IGR recommends that the Court oppose HB 3857 as consistent with its stated Policy Position:

Support legislation to increase ratepayer protection in water supply corporation and water utility proceedings before the Texas Commission on Environmental Quality. (ENR-5)

5) IGR also recommends modifications to the Legislative Agenda as contained in the attached Motion in Writing.

FISCAL IMPACT AND SOURCE OF FUNDING: Not applicable.

REQUIRED AUTHORIZATIONS: None.

NAMES, PHONE NUMBERS AND EMAIL ADDRESSES OF PERSONS WHO MIGHT BE AFFECTED BY OR BE INVOLVED WITH THIS REQUEST:

Tanya Acevedo, Interim Chief Information Officer Travis County Information Technology Services

Phone: 854-8685

Email: <u>Tanya.Acevedo@co.travis.tx.us</u>

Daniel Bradford, Assistant County Attorney

County Attorney's Office

Phone: 854-3718

Email: <u>Daniel.Bradford@co.travis.tx.us</u>

Leslie Browder, County Executive

Planning and Budget Office

Phone: 854-8679

Email: <u>Leslie.Browder@co.travis.tx.us</u>

David Escamilla County Attorney Phone: 854-9415

Email: <u>David.Escamilla@co.travis.tx.us</u>

Sherri Fleming, County Executive

Health and Human Services/Veterans Services

Phone: 854-4101

Email: <u>Sherri.Fleming@co.travis.tx.us</u>

Cyd Grimes

Purchasing Agent Phone: 854-9700

Email: Cyd.Grimes@co.travis.tx.us

John Hille, Transactions Division Director

County Attorney's Office

Phone: 854-9642

Email: John.Hille@co.travis.tx.us

Danny Hobby, County Executive

Emergency Services Phone: 854-4416

Email: <u>Danny.Hobby@co.travis.tx.us</u>

Roger Jefferies, County Executive

Justice and Public Safety

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Gregg Knaupe

Travis County Legislative Consultant

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Email: <u>Gregg@KnaupeGR.com</u>

Steven Manilla, County Executive Transportation and Natural Resources

Phone: 854-9429

Email: <u>Steven.Manilla@co.travis.tx.us</u>

Nicki Riley

Travis County Auditor Phone: 854-3227

Email: Nicki.Riley@co.travis.tx.us

Jessica Rio, Budget Director Planning and Budget Office

Phone: 854-4455

Email: Jessica.Rio@co.travis.tx.us

Aerin-Renee Toussaint, Budget Analyst II

Planning and Budget Office

Phone: 854-1160

Email: Aerin.Toussaint@co.travis.tx.us

ATTACHMENTS:

- A. Bill Status Report, April 30, 2013.
- B. Letter from Tarrant County Judge Whitley to Speaker Joe Straus, April 22, 2103.
- C. Proposed letter to House Speaker Joe Straus re CSHB 14, for approval and execution, April 30, 2013.
- D. Spreadsheet analyzing property tax exemption-related legislation, 83rd Texas Legislature, April 25, 2103.
- E. Draft Resolution regarding property tax exemption legislation, for review and adoption, April 30, 2013
- F. Motion in Writing regarding amendments to the Travis County Legislative Agenda, April 30, 2013.

SBs

TOTAL BILLS

SJRs

TRAVIS COUNTY

TRACKED

ANALYSES

SUPPORT

OPPOSE

1,843

5,925

1,433

1,320

14

61

1,855

5,944

1,457

1,404

14

61

1,865

5,969

1,466

1,513

17

61

AS OF	WEEK	1	2	3	4	5	6	7	8	9	10
THURSD	AY	10-Jan	17-Jan	24-Jan	31-Jan	7-Feb	14-Feb	21-Feb	28-Feb	7-Mar	14-Mar
	HBs	446	550	686	845	1,035	1,282	1,582	2,001	2,841	3,862
	HJRs	39	43	44	51	58	63	72	83	106	130
	SBs	149	162	209	268	386	528	669	906	1,305	1,823
	SJRs	11	13	16	20	22	29	30	36	45	59
TOTAL	BILLS	645	768	955	1,184	1,501	1,902	2,353	3,026	4,297	5,874
TRAV	IS COUNTY										
	TRACKED	167	281	305	368	474	551	636	712	1,064	1,428
	ANALYSES	109	137	281	346	430	485	627	723	878	1,135
	SUPPORT	0	0	0	0	0	0	0	0	0	3
	OPPOSE	0	0	0	0	1	1	1	2	14	14
AS OF	WEEK	11	12	13	14	15	16	17	18	19	20
THURSD	AY	21-Mar	28-Mar	4-Apr	11-Apr	18-Apr	25-Apr	2-May	9-May	16-May	23-May
	HBs	3,891	3,898	3,913	3,927	3,936	3,947				
	HJRs	130	130	130	130	130	130				

1,884

6,003

1,479

1,582

21

62

1,900

6,029

1,485

1,596

11

25

63

1,908

6,048

1,492

1,651

14

25

63

Printed: 4/25/2013, 10:37 AM



B. GLEN WHITLEY COUNTY JUDGE of TARRANT COUNTY

April 22, 2013

The Honorable Joe Straus Speaker, Texas House of Representatives Room CAP 2W.13, Capitol P.O. Box 2910 Austin, Texas 78768-2910

Dear Mr. Speaker:

I write to you today in **opposition to HB 14** introduced by House Appropriations Chairman Jim Pitts. It is my understanding that this legislation was initiated at the request of Comptroller Susan Combs, in the name of "transparency and accountability". I strongly believe this legislation misses the mark on improving either.

Among my specific concerns, this legislation would lower the number of petition signatures needed to force an election on the issuance of Certificates of Obligation. Countywide bond elections cost a minimum of <u>\$1 million</u> in Tarrant County and I am concerned that a low petition threshold would increase the frequency of these elections.

Additionally, this legislation would prohibit a county from issuing Certificates of Obligation if a bond proposition for the same purpose failed in the preceding three years. It would also require ballot language for a bond proposal to include information that would expand already confusing ballots. This confusion often leads to protracted legal battles and ultimately hinders local governments' ability to issue debt necessary for the infrastructure in a fast growing state.

The bill also includes numerous provisions requiring financial and debt related information be reported to the comptroller and posted on local government web sites. While well intended, adding more duplicate reporting requirements and micromanaging local web sites does not intrinsically improve transparency.

Impeding local governments' ability to appropriately finance infrastructure expansion could encumber the ability of Texas to provide for our rapidly growing population. Unfortunately, I believe this bill will likely hinder growth and economic development.

For these reasons I respectfully request for your assistance in opposing HB 14.

Sincerely,

B. Glen Whitley

Tarrant County Judge

The Honorable Jim Pitts, Chairman House Appropriations Committee cc: The Honorable Todd Hunter, Chairman House Calendars Committee

The Honorable Charlie Geren, Chairman House Administration Committee



TRAVIS COUNTY COMMISSIONERS COURT

RON DAVIS Commissioner, Pct. 1

GERALD DAUGHERTY Commissioner, Pct. 3 SAMUEL T. BISCOE County Judge

SARAH ECKHARDT Commissioner, Pct. 2

MARGARET J. GÓMEZ Commissioner, Pct. 4

April 30, 2013

The Honorable Joe Straus, III Speaker, Texas House of Representatives Capitol Building, Room 2W.13 Austin, Texas

RE: HB 14 by Pitts

Dear Mr. Speaker:

The Travis County Commissioners Court has long been committed to transparency in conducting the public's business and to using communications media and technology to share information with our citizens. From 1987, when we became the first commissioners court to broadcast its weekly meetings on television, until now, when all our County budget documents are available on our website, we are proud of our open record.

However, we are writing to you today in opposition to CSHB 14 by Representative Jim Pitts. While we support proposals that increase transparency in reasonable and cost-effective ways, this bill does not meet that test.

For example, the bill would require ballot language for a bond proposal to include detailed and confusing information that would expand already lengthy ballots, often leading to voter frustration and reduced participation – the very opposite of what the authors intend. Ballot language could also become a source for protracted legal disputes and delays, as stakeholders and opportunistic attorneys debated whether ballot language met the new standards imposed by CSHB 14.

The ultimate effect of these and other provisions would be to hinder local governments' ability to issue debt to meet the needs of a fast growing state. As you know, the Central Texas region is one of the fastest-growing in the country. Impeding our ability to appropriately finance infrastructure expansion could hurt the region's – and Texas' – ability to provide for our rapidly growing population, and we feel that this bill will likely hinder growth and economic development.

We are grateful for the hard work and goodwill of Representative Pitts, as well as Chairwoman Crownover and the members of the Subcommittee on Budget Transparency and Reform. We appreciate their openness to our input. Unfortunately, we are unable to support the bill in its current form. We respectfully ask for your assistance in opposing HB 14.

Sincerely,	
	T. BISCOE Y JUDGE
RON DAVIS COMMISSIONER, PRECINCT 1	SARAH ECKHARDT COMMISSIONER, PRECINCT 2
GERALD DAUGHERTY COMMISSIONER, PRECINCT 3	MARGARET J. GÓMEZ COMMISSIONER, PRECINCT 4

CC: The Honorable Jim Pitts, Chairman, House Appropriations Committee The Honorable Todd Hunter, Chairman, House Calendars Committee The Honorable Donna Howard, Member, Subcommittee on Budget Transparency and Reform, House Appropriations Committee

					Fiscal Impac	
Bill /JR	Companion(s)	Author	Target Population	Nature of Exemption	State All Funds	Local Counties
HB 97 HJR 24		Perry	Partially disabled veteran or surviving spouse thereof	Exemption $\%$ = disability $\%$ if the house was donated by a charitable organization	(\$108,921) Publication of Resolution	Indeterminate cost
НВ 113 НЈR 28	HB 214 HJR 21	Raymond	Surviving spouse of a disabled veteran	Makes the previously-granted (2011) 100% exemption for the residence homestead of the surviving spouse retroactive	(\$29,618,000)	(\$12,244,000)
HB 214 HJR 21	HB 113 HJR 28	Pickett	Surviving spouse of a disabled veteran	Makes the previously-granted (2011) 100% exemption for the residence homestead of the surviving spouse retroactive	(\$29,618,000)	(\$12,244,000)
НВ 229 HJR 50		Isaac	Surviving spouse of an active-duty service member killed in action	Requires a 100 percent property tax exemption for the residence homestead of the spouse	(\$2,041,000)	(\$847,000)
НВ 294		Rodriguez, E.	Charitable organizations providing housing or services to the homeless	Exemption from ad valorem taxation for properties on a single campus that have been owned for at least 12 years and are used to provide services or housing to the homeless; bracketed to municipalities with a population between 750,000 - 850,000 and their ETJ.	No Significant Impact	No Significant Impact
НВ 546		Strama		Allows the creation of a renewable energy reinvestment zone within a city and allows that city to enter into a tax abatement agreement of ad valorem taxes; bracketed to a city with a population between 45,000 - 60,000 in a county with a popultion of at least one million and which does not contain more than two school districts in its corporate limits	No Fiscal Implication	Indeterminate cost
HB 548 HJR 62	SB 163 SJR 16	Turner, C.	Surviving spouse of an active-duty service member killed in action	Requires a 100 percent property tax exemption for the residence homestead of the spouse; if a different property is identified as the spouse's residence homestead, they are granted an exemption equal to the amount of the former homestead	(\$739,000)	(\$308,000)
НВ 561		Workman	Schools	Exempts certain school organizations from paying the additional tax, penalty, and interest imposed when there is a change of use of agricultural land	Indeterminate cost	Indeterminate cost
НВ 732		Raymond	Disabled veterans	Allows them to claim the exemption under Tax Code $\S11.22$ for the full year in which they purchase the property	(\$4,702,000)	(\$1,951,000)
HB 780		Farias		Studies the effect of veteran exemptions on local and state revenue	No impact	No impact
HB 859		Sheets	Certain military servicemembers serving active duty	Exemption from motor vehicle sales and use tax	(\$23,782,000)	No impact
HB 862		King, S.	Elderly or disabled persons	Changes the application of allowable transfers of limitation of certain ad valorem taxes	Indeterminate gain	Indeterminate gain
HB 1008	SB 486	Bonnen, D.	100% disabled veteran or surviving spouse	For an individual who qualifies for a property tax exemption on the residence homestead of a totally disabled veteran, the amount of property tax due on the property is calculated as if the individual qualified for the exemption on January 1 and continued to qualify for the exemption for the remainder of the tax year	(\$10,743,000)	(\$4,454,000)

						pact (5 years)
Bill	(c)	A south a so	Towart Downlotion	Natura - C Francisco	State	Local
/JR	Companion(s)	Author	Target Population	Nature of Exemption	All Funds	Counties
НВ 1217 НЈR 82	SB 465 SJR 30	Menendez	Disabled veterans and/or surviving spouses and children of disabled veterans	The veterans exemption from taxation of the assessed value of a property is raised to \$24,000; Surviving spouse and/or unmarried children under 18 are entitled to an exemption of \$10,000 of the assessed value of the property	(\$67,160,000)	(\$27,879,000)
НВ 1360 НЈR 86	SB 1455 SJR 52	Ritter	Property owners leasing properties to schools	Exemption from ad valorem taxation if the property is used exclusively for educational purposes, the property is necessary for the operation of the school, the owner certifies by affidavit the rent is reduced in equal amount to the tax reduction as a result of the exemption, the owner discloses this reduction to the school, and the rent is reduced in equal amount to the tax reduction as a result of the exemption	(\$15,008,000)	(\$6,274,000)
НВ 1371 НЈК 88		Munoz		Defines disabled; extends definition to include a diagnosis of cancer, diabetes, multiple sclerosis, or leprosy	No Fiscal Note	No Fiscal Note
HB 1459		Gooden	Charitable organizations	Exemption from ad valorem taxation from certain real property leased to and used by charitable organizations	Indeterminate cost	Indeterminate cost
НВ 1736	SB 1529	Anchia	Landfill generated methane conversion facilities	Exemption from taxation of all real and personal property owned or leased by a person that is used as part of or in connection with a renewable natural gas facility to produce renewable natural gas	Indeterminate cost	Taxable property values and related ad valorem tax revenue for local government could be reduced
HB 2497		Workman	Child-care facilities	Exemption from taxation of the real property the person owns and operates as a child-care facility that qualifies	No Fiscal Note	No Fiscal Note
НВ 2599		Klick		Includes "promoting a candidate for election to a federal, state, or local public office" as an eligible primary function for a charitable organization receiving an exemption from ad valorem taxation.	No Fiscal Note	No Fiscal Note
HB 2675 HJR 119		Laubenberg	Former spouses of recipients of 65 or Over exemption, if they are over 55 and living in the former's spouse residence homestead	May receive the 65 or Over exemption as granted by the local taxing authority	No Fiscal Note	No Fiscal Note
НВ 2712	HB 3216 SB 1030	Perez	Energy storage systems in use in nonattainment areas	100% exemption for equipment used, constructed, acquired, or installed to meet or exceed environmental regulations of the federal, state or local government	Indeterminate cost	Indeterminate cost
HB 2747		Workman	Owners of rainwater harvesting systems	Gives taxing entities the right to grant an exemption for the cost of such systems	No Fiscal Note	No Fiscal Note
HB 2886		Moody	A surviving spouse who is a life tenant	Includes them in the definition of an occupant of a "residence homestead"	No Fiscal Note	No Fiscal Note
HB 2901 HJR 127		Turner, C.	Owners of properties used as group homes or intermediate care facilities	A tax credit calculated by multiplying their expenses by the percentage of their total taxes paid to that taxing entity. Permits carryover from year to year	No Fiscal Note	No Fiscal Note
HB 3132 HJR 134	SB 1552 SJR 59	Lucio III	A veteran who has been honorably discharged	Entitled to an exemption of \$10,000, or greater amount contingent upon action by the commissioners court of a county	(\$108,921) Publication of Resolution	(\$12,371,000)
НВ 3216	HB 2712 SB 1030	Strama	Energy storage systems in use in nonattainment areas	100% exemption for equipment used, constructed, acquired, or installed to meet or exceed environmental regulations of the federal, state or local government	Indeterminate cost	Indeterminate cost

					Fiscal Impac	
Bill /JR	Companion(s)	Author	Target Population	Nature of Exemption	State All Funds	Local Counties
HB 3348 HJR 138	companion(s)	Rodriguez, E.	All homeowners	Grants the governing body of a taxing unit to adopt a residence homestead exemption of a flat dollar amount of \$5,000 or more, as an alternative to the optional percentage homestead exemption	(\$108,921) Publication of Resolution	Indeterminate cost
НВ 3703		Rodriguez, E.	Properties financed with low-income housing tax credits	Requires the chief appraiser to use the "Income Method" for appraising the value of the property	No Fiscal Note	No Fiscal Note
НВ 3767		Coleman	Charitable organizations	Adds the following as a qualifying activity for an exemption of ad valorem taxation for a charitable organization: engaging in or supporting the planting, growing, cultivation, or maintenance of trees located or to be located exclusively along public rights-of-way, on public easements, on public school grounds, in public parks, or on other public lands or areas available for the use and enjoyment of the public	No Fiscal Note	No Fiscal Note
HJR 142		Ritter	Programs for water conservation	Exemption from ad valorem taxation real and personal property used for the conservation, reuse, or recycling of water	No Fiscal Note	No Fiscal Note
SB 163 SJR 16	HB 548 HJR 62	Van de Putte	Surviving spouse of an active-duty service member killed in action	Requires a 100 percent property tax exemption for the residence homestead of the spouse	(\$739,000)	(\$308,000)
SB 465 SJR 30	HB 1217 HJR 82	Van de Putte	Disabled veterans and/or surviving spouses and children of disabled veterans	The veterans exemption from taxation of the assessed value of a property is raised to $$24,000$; Surviving spouse and/or unmarried children under 18 are entitled to an exemption of $$10,000$ of the assessed value of the property	(\$67,160,000)	(\$27,879,000)
SB 486	HB 1008	Taylor	100% disabled veteran or surviving spouse	For an individual who qualifies for a property tax exemption on the residence homestead of a totally disabled veteran, the amount of property tax due on the property is calculated as if the individual qualified for the exemption on January 1 and continued to qualify for the exemption for the remainder of the tax year	(\$10,743,000)	(\$4,454,000)
SB 489 SJR 32		Paxton	Disabled or elderly homeowners and their spouses	Allows a taxing entity, other than a school district, to adopt an ad valorem tax limitation for disabled or elderly homeowners and their spouses	(\$108,921) Publication of Resolution	Indeterminate cost
SB 1030	НВ 2712 НВ 3216	Taylor	Energy storage systems in use in nonattainment areas	100% exemption for equipment used, constructed, acquired, or installed to meet or exceed environmental regulations of the federal, state or local government	Indeterminate cost	Indeterminate cost
SB 1131 SJR 44		Ellis	Property owners leasing property to schools	Extends exemptions of ad valorem taxes to property owners leasing property to schools	No Fiscal Note	No Fiscal Note
SB 1455 SJR 52	HB 1360 HJR 86	Taylor	Property owners leasing properties to schools	Exemption from ad valorem taxation if the property is used exclusively for educational purposes, the property is necessary for the operation of the school, the owner certifies by affidavit the rent is reduced in equal amount to the tax reduction as a result of the exemption, the owner discloses this reduction to the school, and the rent is reduced in equal amount to the tax reduction as a result of the exemption	(\$15,008,000)	(\$6,274,000)

						pact (5 years)
Bill /JR	Companion(s)	Author	Target Population	Nature of Exemption	State All Funds	Local Counties
SB 1529	НВ 1736	West	Landfill generated methane conversion facilities	Exemption from taxation of all real and personal property owned or leased by a person that is used as part of or in connection with a renewable natural gas facility to produce renewable natural gas	Indeterminate cost	Taxable property values and related ad valorem tax revenue for local government could be reduced
SB 1552 SJR 59	НВ 3132 НЈR 134	Lucio	A veteran who has been honorably discharged	Entitled to an exemption of \$10,000, or greater amount contingent upon action by the commissioners court of a county	(\$108,921) Publication of Resolution	(\$12,371,000)

						ect (5 years)
Bill /JR	Companion(s)	Author	Target Population	Nature of Exemption	State All Funds	Local Counties
НВ 538	gompumon(o)	Davis, Y.	Certain property owners	Repeals the following sections of the Tax Code in chapters 11 (Tangible Personal Property Exemptions, Motor Vehicles Leased for Personal Use, Tangible Personal Property in Transit, Solar and Wind-Powered Energy Devices, Property Exempted from City Taxation by Agreement, Pollution Control Property, Exemption for Cotton Stored in Warehouse), 151 (Items Taxed by Other Law, Timber Items, Gas and Electricity, Property Used in Manufacturing, Property Used in Newspaper Publication, Magazines, Containers, Equipment Used Elsewhere for Mineral Exploration or Production, Aircraft, Certain Ships & Equipment, Boats & Boat Motors, Rolling Stock, Coin-Operated Services, Information Services and Data Processing Services), 152 (Exempt Vehicles) 162 (Certain Exemptions on Gasoline), and 171(Certain Corporations, Certain Insurance Companies, Open-End Investment Companies, Corporations with Business Interest in Solar Energy Devices, Electric Cooperative Corporations, and Telephone Cooperative Corporations)	No Fiscal Note	No Fiscal Note
HB 875 HJR 72		King, P.	Surviving spouse 55 or older of a person who was disabled or 65 or older at the time of death	Extends the 65 or older or disabled school district ad valorem tax exemption to the surviving spouse of the qualifying homeowner in the event of their death; allows for a full or proportionate transfer of the the exemption to a new residence homestead	(\$1,410,921)	(\$599,000)
HB 1712	SB 1685	Lozano	Owners of offshore spill response containment systems	Exemption from ad valorem taxation of all or part of real and personal property that is used for the control of air, water or land pollution.	(\$30,815,000)	(\$11,675,000)
НВ 1897		Eiland	Pollution control property	Prohibits a chief appraiser from accepting an application for a pollution control property tax exemption until the property owner provides a copy of the letter issued by the executive director of TCEQ determining that the property is used wholly or partly as pollution control property; establishes that a property owner is not entitled to an exemption nor to rwhole or partial relief for the denial of the exemption, for any tax year preceding the tax year in which the property owner provides a copy of the letter with the application for the exemption	No Fiscal Implication	No Fiscal Implication
НВ 2771		Rodriguez, J.	Property owners of housing used to provide low-income or moderate-income housing	Amends Section 11.1825 of the Tax Code which clarifies previous ownership of the property eligible for an ad valorem tax exemption; not offering a new exemption	No Fiscal Implication	No Fiscal Implication
HB 3108 HJR 132		Morrison	Oil, natural gas, and petroleum product transporters	Removes the exclusion of oil, natural gas, and petroleum products from the ad valorem taxation exemption for goods-in-transit	No Fiscal Note	No Fiscal Note
НВ 3035		Harper-Brown	Property owner of certain freeport goods	Extends the exclusion period for tax purposes from 175 days to two years on freeport goods assembled, manufactured, repaired, maintained, processed, or fabricated in this state or used by the person who acquired or imported the property in the repair or maintenance of aircraft operated by a certificated air carrier	No Fiscal Note	No Fiscal Note
НВ 3121 НЈR 133		Harper-Brown		Allows a taxing entity to extend the number of days that property may be exempted from ad valorem taxation up to the 730th day after the date the property was acquired or brought into the state.	(\$40,986,921)	(\$17,122,000)
SB 193		West	Property owners of housing used to provide low-income or moderate-income housing	Changes the annual audit requirements for property owners who receive an ad valorem taxation exemption for providing low-income or moderate-income housing	No Fiscal Implication	No Fiscal Implication

Bill /JR	Companion(s)	Author	Target Population	Nature of Exemption	Fiscal Impa State All Funds	ct (5 years) Local Counties
SB 1619 SJR 51	companion(s)	Paxton	Owners of certain retail inventory	Allows for a school district ad valorem tax exemption on the appraised value of a person's inventory for retail sale; does not include real property, motor vehicle inventory, heavy equipment inventory, vessel and outboard motor inventory or, manufactured housing inventory	No Fiscal Note	No Fiscal Note
SB 1685	НВ 1712	Zaffirini	Owners of offshore spill response containment systems	Exemption from ad valorem taxation of all or part of real and personal property that is used for the control of air, water or land pollution.	(\$30,815,000)	(\$11,675,000)

Resolution



WHEREAS, the Constitution and laws of the State of Texas permit counties and other local governments to levy ad valorem property taxes to support the operations of those governments; and,

WHEREAS, the Constitution and laws of the State of Texas also establish exemptions from ad valorem taxes, some of which are mandatory and some of which are left to the discretion of the applicable local governments; and,

WHEREAS, the Travis County Commissioners Court uses it discretion to offer its residents a 20% residence homestead exemption as well as a \$70,000 exemption for the elderly and a \$70,000 exemption for the disabled; and,

WHEREAS, during the Regular Session of the 83rd Texas Legislature over 60 bills have been filed to expand existing property tax exemptions or create new ones; and,

WHEREAS, some of these proposals mandate local governments to grant certain exemptions while others are permissive; however, all of them impact the ability of local governments to support their operations; and,

WHEREAS, the Court believes that local governments are best equipped to make decisions about the appropriate level of property tax exemptions for their communities; now therefore,

BE IT RESOLVED that the Travis County Commissioners Court supports legislation that gives counties and other local governments additional permissive authority to grant property tax exemptions; and

BE IT FURTHER RESOLVED that the Travis County Commissioners Court will work with members of the Travis County delegation and the entire Legislature to evaluate and shape legislation to accomplish this goal.

	UEL T. BISCOE UNTY JUDGE
RON DAVIS COMMISSIONER, PCT. 1	SARAH ECKHARDT COMMISSIONER, PCT. 2
GERALD DAUGHERTY COMMISSIONER, PCT. 3	MARGARET J. GÓMEZ COMMISSIONER, PCT. 4

Travis County Commissioners Court Voting Session, April 30, 2013 <u>Motion in Writing</u>

Move that the Travis County Commissioners Court adopt the following amendments to its Legislative Agenda for the 83rd Texas Legislature:

1. Add the following to the **Taxation**, **Revenues**, **Budget and Administration** subsection of the **Policy Positions** section:

<u>Support legislation that gives counties and other local governments additional permissive authority to grant property tax exemptions.</u>



Travis County Commissioners Court Agenda Request

Meeting Date: April 30, 2013

Prepared By/Phone Number: Andrea Shields, Manager/854-9116

Elected/Appointed Official/Dept. Head: Leslie Browder, County

Executive, Planning and Budget/854-9106

Commissioners Court Sponsor: Samuel T. Biscoe, County Judge

AGENDA LANGUAGE:

- 1. Public Hearing concerning the issuance of multifamily housing revenue bonds by Travis County Housing Finance Corporation for the acquisition, construction, and financing of Parmer Place Apartments, 1500 East Parmer Lane, Austin, Texas.
- 2. Public Hearing concerning the issuance of multifamily housing revenue bonds by Travis County Housing Finance Corporation for the acquisition, construction, and financing of William Cannon Place Apartments, 2112 East William Cannon, Austin, Texas.
- 3. Approve issuance of multifamily housing revenue bonds by Travis County Housing Finance Corporation for the Parmer Place Apartments.
- 4. Approve issuance of multifamily housing revenue bonds by Travis County Housing Finance Corporation for the William Cannon Place Apartments.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS: See attached backup.

STAFF RECOMMENDATIONS: Staff recommends approval.

ISSUES AND OPPORTUNITIES: None.

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

FISCAL IMPACT AND SOURCE OF FUNDING: None.

REQUIRED AUTHORIZATIONS: Andrea Shields, Manager/854-9116; Leslie Browder, County Executive, Planning and Budget/854-9106

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



MEMORANDUM from William C. Blount

(512) 807-2454 Fax (512) 474-1901 E-mail: blount@namanhowell.com

TO:

Travis County Judge and County Commissioners

DATE:

April 23, 2013

RE:

Issuance of multifamily housing revenue bonds by Travis County Housing Finance Corporation ("TCHFC") to finance the acquisition, construction and financing of William Cannon Place Apartments and Parmer Place Apartments by partnerships affiliated with Pedcor Investments.

Agenda Date:

April 30, 2013

The two items for this development are (1) to hold a public hearing for the above-referenced issuance of bonds by TCHFC and (2) for the County to approve the issuance of the bonds by TCHFC.

Attached are the notices of hearing that were published in the <u>Austin American-Statesman</u> on April 15, 2013. William Cannon Place is a proposed 252-unit multifamily housing residential project to be located at 2112 East William Cannon. Parmer Place is a proposed 252-unit multifamily housing residential project to be located at 1500 East Parmer Lane. The structure and financing of these transactions is identical and the plan is to close the transactions simultaneously. The proposed structure is similar to the structure that was discussed regarding previous transactions where the financing will be coupled with a HUD loan. The bonds will only be outstanding for a relatively short period of time – probably between 2 and 3 years and they will be completely cash collateralized at all times.

The developers were present at the April 2 board meeting of TCHFC to make an initial presentation and TCHFC staff has reviewed the application materials and proposals submitted by the developer.

As you know, for the bonds to be tax-exempt, the issuance must be approved by the "Highest Applicable Elected Representative" after a public hearing. The Commissioner's Court

qualifies as the Highest Applicable Elected Representative for these purposes. The bond issuance must be approved by the Attorney General's Office and Travis County will not have liability for the bonds.

Please give me a call if you have any questions or require any additional information regarding this matter before Tuesday.

cc: Andrea Shields

Karen Thigpen Ladd Pattillo

Travis County Housing Finance Corporation 700 Lavaca, Suite 1560 Austin, Texas 78701 Telephone: (512) 854-9116 Fax: (512) 854-4210

Memo

April 30, 2013

To:

Board of Directors

From:

Andrea Shields, Manager

Re:

Two applications for multifamily bond issues from Pedcor Investments:

William Cannon Apartments and Parmer Place

Information on Pedcor Investments

Pedcor was founded in 1987 and is an accomplished and respected affordable housing developer with holdings in 12 states. Pedcor's portfolio includes more than 14,000 units, and more than 11,000 of those units are set-aside as affordable. The firm has familiarity with bonds and tax credits (both 9% and 4%), and utilizes both types of affordable financing across the portfolio. The company, which is headquartered in Indianapolis, IN, currently does not have any properties in the state of Texas; however, staff has familiarity with Pedcor projects and construction based on previous market analysis experience on properties in other states. We recognize that the Board typically prefers that staff visit current projects to report condition, construction type, management practices, etc. Since there are no properties in the immediate area, we requested a quote from an appraisal firm in Columbus, OH that would perform site inspections, interview management staff, take photos and provide a brief write up on the condition of the two Pedcor properties in Columbus. The fee for this service is \$500, which would be considerably more affordable than a staff visit. We have included the engagement letter for this service in the backup for your consideration.

An important consideration is that when Pedcor develops properties, they hold the asset in their portfolio and have an in-house management company to perform on-site management. Since the company does not divest themselves of the assets, they are motivated to keep the properties in good condition and to work efficiently to maintain positive cash flows while providing safe and affordable housing to individuals and families. For more detailed information on Pedcor or its holdings, please review the Company Resume and Previous Participation documentation included in the backup materials.

Staff's prior experience with Pedcor has been positive, with properties exhibiting good construction and condition, while providing needed safe and affordable housing in their respective communities.

Details on William Cannon Apartments

Location:

2112 E. William Cannon Drive, Austin, 78744 (maps are included in the

back up for reference). The property is located in Precinct 4.

Bond Amt:

\$20,000,000

Construction

Costs:

Total construction costs are estimated at \$39,180,825 with the balance financed primarily through 4% tax credits. Please note, the applicant has applied for a 221(d)4 mortgage through HUD, which would close upon completion of construction and stabilization, likely in mid-2014, at which time the bonds would be paid off. The HFC plans to continue to monitor the property annually for compliance with affordability restrictions required in the bond documents through the compliance period (typically 15 years.)

Construction

Structures:

Completion: Construction is expected to be complete by December 2014.

Site:

27.43 acres, appropriately zoned for multifamily development. reviews are in process with the city, but the design has already been awarded a One Star Rating as a Austin Energy Green Building (AEGB) as part of the SMART program approval process.

The property will offer 252 one-, two- and three-bedroom family units in 3-story garden style apartment buildings constructed with stucco, stone and cement-board siding.

Units:

The units at the property will be set at 50 and 60% of the Area Median Income. The following chart shows the number of each unit type, the unit size, the set aside and the proposed rent and rent per square foot.

	PROPOSED RENTS							
Unit Type	Sq. Ft.	# of Units	Set- aside*	Proposed Rent	Rent Per SF			
1bed/1bath	723	4	50%	\$555	0.76763			
1bed/1bath	723	68	60%	\$692	0.95712			
2bed/2bath	995	132	60%	\$824	0.82814			
3bed/3bath	1,231	48	60%	\$916	0.74411			
Total/Avg	918	252		\$747				

According to the Market Study by Apartment MarketData, LLC dated October 26, 2012, the proposed rents compare favorably with the average market rents for this Subject's area, with rent differences between 17.7% and 34.0%, which is shown in the following table.

Unit Type	Sq. Ft.	# of Units	Set- aside*	Proposed Rent	Market Rent	% Difference
1bed/1bath	723	4	50%	\$555	\$880	34.0%
1bed/1bath	723	68	60%	\$692	\$880	17.7%
2bed/2bath	995	132	60%	\$824	\$1,100	21.6%
3bed/3bath	1,231	48	60%	\$916	\$1,260	24.0%
Total/Avg	918	252		\$747	\$1,030	

Amenities:

Units: The units will include ranges, refrigerators, dishwashers, microwaves, 9' ceilings, central A/C, garbage disposals, carpet, blinds, washer and dryer connections and patios/balconies. All appliances will be Energy Star rated.

Property: The property will offer a clubhouse, fitness center, community room, central laundry facilities, education center, library, business center, pool with splash pad, covered pavilion area, barbeque grills, picnic area, two playgrounds, a dog park, and Wi-Fi in the community areas. All of the amenities are free to the residents. The property is located less than 0.3 miles from the closest bus stop.

Green Building Features:

William Cannon Apartments meets the requirements of the Austin Energy Green Building (AEGB) 1 Star Rating. To meet this requirement, the property has at least 14 features for energy efficiency. Some of these include energy efficient property design (windows, insulation, lighting, mechanical systems, plumbing, etc.) and unit features (air conditioning units, Energy Star appliances, etc.) For more detailed information on the property's energy efficient features, please see the "William Cannon Green

Building Characteristics" document provided by Pedcor, which is included in the backup.

Resident

Programs:

The clubhouse includes a Learning/Education Center which will be operated in conjunction with YMCA. The center will offer after school programs. Curricula will include computers and English as a Second Language. For seniors and disabled residents, management will pick up rent checks and provide concierge trash services. Management will also offer a slate of resident activities and events. The YMCA programming for children of the property as well as resident activities and events provided by management are further detailed in the "William Cannon Tenant Service and Programming" document provided by Pedcor, which is included in the backup.

Fees:

Pedcor has paid the application fee for this project. The issuer fee on this project if the bonds are issued is anticipated to be approximately \$100,000.

Backup:

These items are included in the backup for your review and consideration.

*The HFC Application Questionnaire

*Agreement to Issue Bonds

*Application for Financial Participation

*Resume for Pedcor Investments and Portfolio Information

*Sources and Uses

*15 Year Cash Flow

*Site Plan

*Location Maps

*William Cannon Green Building Characteristics

*William Cannon Tenant Service and Programming

Details on Parmer Place Apartments

Location:

1500 E. Parmer Lane, Austin, 78754 (maps are included in the back up for

reference). The property is located in Precinct 1.

Bond Amt:

\$20,000,000

Construction

Costs:

Total construction costs are estimated at \$37,771,873 with the balance financed primarily through 4% tax credits. Please note, the applicant has applied for a 221(d)4 mortgage through HUD, which would close upon completion of construction and stabilization, likely in mid-2014, at which time the bonds would be paid off. The HFC plans to continue to monitor the property annually for compliance with affordability restrictions

required in the bond documents through the compliance period (typically 15 years.)

Construction

Completion: Construction is expected to be complete by December 2014.

Site:

15.50 acres, appropriately zoned for multifamily development. Plan reviews are in process with the city, but the design has already been awarded a One Star Rating as a Austin Energy Green Building (AEGB) as part of the SMART program approval process.

Structures:

The property will offer 252 one-, two- and three-bedroom family units in 3-story garden style apartment buildings constructed with stone and cement-board siding.

Units:

The units at the property will be set at 60% of the Area Median Income. The following chart shows the number of each unit type, the unit size, the set aside and the proposed rent and rent per square foot.

	PROPOSED RENTS							
Unit Type	Sq. Ft.	# of Units	Set- aside*	Proposed Rent	Rent Per SF			
1bed/1bath	723	72	60%	\$692	0.95712			
2bed/2bath	995	132	60%	\$824	0.82814			
3bed/3bath	1,231	48	60%	\$916	0.74411			
Total/Avg	983	252		\$811				

According to the Market Study by Apartment MarketData, LLC dated October 26, 2012, the proposed rents compare favorably with the average market rents for this Subject's area, with rent differences between 12.0% and 21.5%, which is shown in the following table.

Unit Type	Sq. Ft.	# of Units	Set- aside*	Proposed Rent	Market Rent	% Difference
1bed/1bath	723	72	60%	\$692	\$850	14.8%
2bed/2bath	995	132	60%	\$824	\$980	12.0%
3bed/3bath	1,231	48	60%	\$916	\$1,220	21.5%
Total/Avg	983	252		\$811	\$1,017	A TRANSPORT

Amenities:

Units: The units will include ranges, refrigerators, dishwashers, microwaves, 9' ceilings, central A/C, garbage disposals, carpet, blinds, washer and dryer connections and patios/balconies. All appliances will be Energy Star rated.

Property: The property will offer a clubhouse, fitness center, community room, central laundry facilities, education center, library, business center, pool with splash pad, covered pavilion area, barbeque grills, picnic area, two playgrounds, a dog park, and Wi-Fi in the community areas. All of the amenities are free to the residents. The property is located adjacent to the closest bus stop.

Green Building Features:

Parmer Place Apartments meets the requirements of the Austin Energy Green Building (AEGB) 1 Star Rating. To meet this requirement, the property has at least 14 features for energy efficiency. Some of these include energy efficient property design (windows, insulation, lighting, mechanical systems, plumbing, etc.) and unit features (air conditioning units, Energy Star appliances, etc.) For more detailed information on the property's energy efficient features, please see the "Parmer Place Green Building Characteristics" document provided by Pedcor, which is included in the backup.

Resident Programs:

The clubhouse includes a Learning/Education Center which will be operated in conjunction with YMCA. The center will offer after school programs. Curricula will include computers and English as a Second Language. For seniors and disabled residents, management will pick up rent checks and provide concierge trash services. Management will also offer a slate of resident activities and events. The YMCA programming for children of the property as well as resident activities and events provided by management are further detailed in the "Parmer Place Tenant Service and Programming" document provided by Pedcor, which is included in the backup.

Fees:

Pedcor has paid the application fee for this project. The issuer fee on this project if the bonds are issued is anticipated to be approximately \$100,000.

Backup:

These items are included in the backup for your review and consideration.

- *The HFC Application Questionnaire
- *Agreement to Issue Bonds
- *Application for Financial Participation
- *Sources and Uses
- *15 Year Cash Flow
- *Site Plan
- *Location Maps
- *Parmer Place Green Building Characteristics
- *Parmer Place Tenant Service and Programming

cc: Leslie Browder, County Executive, Planning and Budget Cliff Blount, Naman Howell Ladd Pattillo, FA

RESOLUTION OF THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS APPROVING A TAX EXEMPT BOND FINANCING TO BE UNDERTAKEN BY TRAVIS COUNTY HOUSING FINANCE CORPORATION

WHEREAS, Travis County Housing Finance Corporation (the "Issuer") is proposing to issue its multifamily housing revenue bonds in an aggregate principal amount not to exceed \$20,0000,000 (the "Bonds") to finance the acquisition, construction and equipping of a proposed 252-unit residential housing development to be known as Parmer Place Apartments to be located at 1500 East Parmer Lane, Austin, Travis County, Texas, 78753 (the "Property") located within Travis County, Texas (the "County") by Pedcor Investments-2012-CXXX, LP; and

WHEREAS, pursuant to Section 147(f) of the Internal Revenue Code of 1986 (the "Code"), the issuance of the Bonds requires approval, following a public hearing, by the applicable elected representative of the governmental unit having jurisdiction over the area in which the Property is located; and

WHEREAS, on April 15, 2013, a notice of a public hearing with respect to the proposed issuance of the Bonds was published in a newspaper of general circulation in Travis County, Texas; and

WHEREAS, this Commissioner's Court conducted the public hearing, at which time an opportunity was provided to present arguments both for and against the issuance of the Bonds and the nature and location of the Property to be financed; and

WHEREAS, the Commissioners Court of Travis County now desires to approve the financing and the issuance of the Bonds;

NOW, THEREFORE, BE IT RESOLVED by the Commissioners Court of Travis County, as follows:

Section 1. The Commissioners Court of Travis County hereby approves the financing described above and the issuance of the Bonds in an amount not to exceed \$20,000,000. It is the purpose and intent of the Commissioners Court of Travis County that this resolution constitute approval of the financing and the issuance of the Bonds for the purposes of Section 147(f) of the Code by the applicable elected representative of the governmental unit having jurisdiction over the area in which the Property is located, in accordance with said Section 147(f) of the Code.

Section 2. The County Judge, County Clerk and County Commissioners are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this resolution and the financing transaction approved hereby.

Section 3. Nothing in this resolution shall be construed to create any obligation of the County with respect to the repayment of the Bonds. The Bonds shall

never constitute an indebtedness or pledge of the County within the meaning of any constitutional or statutory provision, and the owners of the Bonds shall never be paid in whole or in part out of any funds raised or to be raised by taxation or any other revenues of the County.

Section 4. This resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED on April 30, 2013.

	COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS
	County Judge
ATTEST:	
County Clerk	_

RESOLUTION OF THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS APPROVING A TAX EXEMPT BOND FINANCING TO BE UNDERTAKEN BY TRAVIS COUNTY HOUSING FINANCE CORPORATION

WHEREAS, Travis County Housing Finance Corporation (the "Issuer") is proposing to issue its multifamily housing revenue bonds in an aggregate principal amount not to exceed \$20,0000,000 (the "Bonds") to finance the acquisition, construction and equipping of a proposed 252-unit residential housing development to be known as William Cannon Place Apartments to be located at 2112 East William Cannon, Austin, Travis County, Texas, 78753 (the "Property") located within Travis County, Texas (the "County") by Pedcor Investments-2012-CXXXI, LP; and

WHEREAS, pursuant to Section 147(f) of the Internal Revenue Code of 1986 (the "Code"), the issuance of the Bonds requires approval, following a public hearing, by the applicable elected representative of the governmental unit having jurisdiction over the area in which the Property is located; and

WHEREAS, on April 15, 2013, a notice of a public hearing with respect to the proposed issuance of the Bonds was published in a newspaper of general circulation in Travis County, Texas; and

WHEREAS, this Commissioner's Court conducted the public hearing, at which time an opportunity was provided to present arguments both for and against the issuance of the Bonds and the nature and location of the Property to be financed; and

WHEREAS, the Commissioners Court of Travis County now desires to approve the financing and the issuance of the Bonds;

NOW, THEREFORE, BE IT RESOLVED by the Commissioners Court of Travis County, as follows:

Section 1. The Commissioners Court of Travis County hereby approves the financing described above and the issuance of the Bonds in an amount not to exceed \$20,000,000. It is the purpose and intent of the Commissioners Court of Travis County that this resolution constitute approval of the financing and the issuance of the Bonds for the purposes of Section 147(f) of the Code by the applicable elected representative of the governmental unit having jurisdiction over the area in which the Property is located, in accordance with said Section 147(f) of the Code.

Section 2. The County Judge, County Clerk and County Commissioners are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this resolution and the financing transaction approved hereby.

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Section 4. This resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED on April 30, 2013.

	COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS	
	County Judge	
ATTEST:		
County Clerk	_	

Austin American-Statesman

PO#: WmCannonApts

Ad ID#: 5638799

Acct#: 5124790300

Account Name: NAMAN, HOWELL SMITH &

LEE

NAMAN, HOWELL SMITH & LEE 8310 CAP OF TX HWY N SUITE 490 **AUSTIN, TX 78731**

AFFIDAVIT OF PUBLICATION

THE STATE OF TEXAS **COUNTY OF TRAVIS**

Before me, the undersigned authority, a Notary Public in and for the County of Travis, State of Texas, on this day personally appeared:

CARechys Klywa

Advertising Agent of the Austin American-Statesman, a daily newspaper published in said County and State that is generally circulated in Bastrop, Bell, Blanco, Brazos, Burleson, Burnet, Caldwell, Colorado, Comal, Coryell, Fayette, Gillespie, Gonzales, Guadalupe, Hays, Kerr, Lampasas, Lee, Llano, Milam, Nueces, San Saba, Travis, Washington, and Williamson Counties, who being duly sworn by me, states that the attached advertisement was published at the lowest published rate for Classified advertising in said newspaper on the following date(s), to wit:

First Published: 4/15/2013

Last Published:

4/15/2013

Times Published: 1

Classification:

Legal Notices (9980)

Lines:

Cost:

\$450.50

and that the attached is a true copy of said advertisement.

SWORN AND SUBSCRIBED TO BEFORE ME, this the day of

SHARY DENISE FOWLER HOTARY PUBLIC STATE OF TEXAS

07-12-2013

Notary Public in and for

TRAVIS COUNTY, TEXAS

Austin American-Statesman 305 South Congress Ave., P.O. Box 670, Austin, Texas 78767-0670 512-445-3832



Company Lines

Austin American-Statesman

PO#: ParmerPlApts

Ad ID#: 5638803

Acct#: 5124790300

Account Name: NAMAN, HOWELL SMITH &

NAMAN, HOWELL SMITH & LEE 8310 CAP OF TX HWY N **SUITE 490 AUSTIN, TX 78731**

AFFIDAVIT OF PUBLICATION

THE STATE OF TEXAS COUNTY OF TRAVIS

Before me, the undersigned authority, a Notary Public in and for the County of Travis, State of Texas, on this day personally appeared:

CARdyn Khur

Advertising Agent of the Austin American-Statesman, a daily newspaper published in said County and State that is generally circulated in Bastrop, Bell, Blanco, Brazos, Burleson, Burnet, Caldwell, Colorado, Comal, Coryell, Fayette, Gillespie, Gonzales, Guadalupe, Hays, Kerr, Lampasas, Lee, Llano, Milam, Nueces, San Saba, Travis, Washington, and Williamson Counties, who being duly sworn by me, states that the attached advertisement was published at the lowest published rate for Classified advertising in said newspaper on the following date(s), to wit:

First Published: 4/15/2013

Last Published:

4/15/2013

\$441.49

Times Published: 1

Classification:

Legal Notices (9980)

Lines:

Cost:

and that the attached is a true copy of said advertisement.

SWORN AND SUBSCRIBED TO BEFORE ME, this the

SHARY DENISE FOWLER NOTARY PUBLIC STATE OF TEXAS

Notary Public in and for TRAVIS COUNTY, TEXAS

Austin American-Statesman 305 South Congress Ave., P.O. Box 670, Austin, Texas 78767-0670 512-445-3832





Item 34



BRUCE ELFANT
ASSESSOR AND COLLECTOR
OF TAXES

5501 Airport Boulevard AUSTIN, TEXAS 78751 (512) 854-9473

TRAVIS COUNTY COMMISSIONERS COURT

AGENDA REQUEST

Please consider the following item for $4.30 \cdot 2013$.					
I.	A.	Request made by Bruce Elfant	Phone 854-9005		
	B.	Request Text:			
		Request Commissions Court of Amendment One to a County related to the County related to			
	C.	Approved by:			
II.	A.	Is backup material attached?	Yes		
	В.	Have agencies affected been invited?	Yes		
		David Escamilla, County Attorney / 49415 Barbara Wilson, Assistant County Attorney / 49415 Purchasing office / 49700			
III.	l. Personnel – no change				
IV.	Budget Request – no action needed				



BRUCE ELFANT
ASSESSOR AND COLLECTOR
OF TAXES

5501 Airport Boulevard AUSTIN, TEXAS 78751 (512) 854-9473

MEMORANDUM

Date:

4.30-2013

TO:

Travis County Commissioner's Court

FROM:

Bruce Elfant, Tax Assessor-Collector

SUBJECT:

Department of Motor Vehicles(Formerly)

Texas Department of Transportation (TX DMV) Contract

On September 23, 2003, Commissioner's Court approved Amendment One to the Agreement for the use of State of Texas Automation Equipment with DMV(TX DMV)(copy attached). This Amendment authorized the leasing of Registration and Titling Service equipment to title services and subcontractors of the Travis County Tax Office. Two subcontractors now wish to add an additional workstation to their locations.

In order to increase the allotment to this subcontractor DMV(Tx DMV) requests a new Amendment One be signed by Commissioner Court reflecting the increase in equipment and cost. The new Amendment One is identical to the one signed on September 23, 2003, with the addition of two workstations to be assigned to assigned Universal Title Service and Auto Title Service. The figures indicating "Total Annual Cost" and "Annual Leasing Fee" have also been changed to reflect the additional RTS workstations. The fee for use is paid by the title service and subcontractors.

If you have any questions, please contact Stan Wilson at (854-9031).

Thank you for your assistance.

EXHIBIT "A" To Amendment One State of Texas, County of _____

- 1. If a County desires additional RTS information resources, e.g. workstations or peripheral equipment, beyond that which is allocated by the State, the equipment and support may be leased <u>at County expense</u> from the State. Counties should contact their supporting Vehicle Titles and Registration Division Regional Office for information and the necessary form to amend their existing Agreement for the Use of State of Texas Automation Equipment, that is, their "County Agreement."
- 2. Submitting a signed amendment form to Randy Elliston, Director, Vehicle Titles and Registration Division, will constitute the County's formal request to lease RTS workstations and will signify that the County Tax Assessor-Collector has the funds necessary to lease this equipment.
- 3. The cost of leasing a basic RTS workstation will be \$1,500 per year, except if the installation is at a new site that is a site where RTS has not previously been installed. In this case, a "one time" additional fee of \$2,500 for the first workstation will be charged. The cost of leasing other RTS information resources and support is reflected below. Counties will identify the type and amount of the equipment desired by appropriately annotating this quantity below.
- 4. During the first year of installation, the county will be billed during the month immediately following the month in which the equipment is installed for the pro-rated portion of the State fiscal year that remains. Thereafter, billing will occur annually during the first month of the State's fiscal year (September).
- 5. The county may request the State remove the equipment at any time and it will be removed within 30 days of the request being received by TxDMV. The county will forfeit any portion of the annual lease fee that remains.
- 6. Equipment leased by a county will remain in the county unless replaced by the State or until the County requests that it be removed.
- 7. Annual costs for the above equipment and services are subject to change annually. Counties will be notified at least 90 days in advance of proposed changes.
- 8. Counties will annotate below (by site and quantity) equipment requirements. Total annual costs can be projected using the table provided. TxDMV will compute final costs and the county will be billed in accordance with paragraph 4 above.

	Item Type	Quantity	Individual Item Cost	Total A	nual Cost
1.	Workstation, Basic ¹	-23 25	\$1,500.00	\$34,500.00	\$37,500.00
2.	Remote Sticker Printing System (Renewal) ²	2- 0	600.00	\$600.00	\$0.
3.	Remote Sticker Printing System (DTA) ³	21 —23	600.00	\$12,600.00	\$13,800.00
4.	Uninterrupted Power Supply		125.00		
5.	Printer Laser, HP 8000 (high capacity)		1,100.00		
6.	Additional Printer		250.00		
7.	Bar code reader	2	550.00		\$1,100.00
8.	New Site Cost (one time fee)		2,500.00		
			Annual Leasing Fee		\$52,400.00

² The Remote Sticker Printing System (RSPS renewal) includes all standard items for full functionality at your subcontractor (laptop, bar code reader, printer, software, support, and two flash drives).

¹ The Basic Workstation includes all standard items for full functionality (monitor, CPU, keyboard, printer, software, support, and cash drawer, if necessary), in a normal environment.

The RSPS (DTA) includes all standard items for full functionality at your subcontractor vehicle dealer (laptop, printer, software, support, and two flash drives).

COUNTY OF	

AMENDMENT ONE ILEASE OF STATE OF TEXAS REGISTRATION AND TITLE SYSTEM

(RTS) INFORMA		S AND SUPPORT] TO AGREEME XAS AUTOMATION EQUIPMENT	
Subchapter A, Chapter the State of Texas for RTS workstations/item regarding responsibilit security, maintenance, building electrical requ	520, Section 520.002 of the purposes of provides directly from the Sty for: equipment insequipment repair and uirements, accountabiles.	"State" and the "County" pursuant to to find the Texas Transportation Code as enacting the County of, Texas state. This amendment incorporates a stallation, RTS programming and harded replacement, equipment movement, ulity/inventory of equipment, training, and mation Equipment dated	cted by the 76 th Legislature of an option to lease additional the terms and provisions ware/software configuration nauthorized equipment use
non-county tax assesse functions for the county be responsible for all to	or-collector sites; e.g. y tax office; will be lim raining, user support, for s amendment will rema	county agreement, TxDMV's responsibility privately owned, for profit enterprises per lited to ensuring the equipment remains forms, supplies, user policy and procedure in in force for as long as the Agreement of the country of the country in the country of the	forming registration and title operational. The county will es, etc., associated with this
Support not identified in	the Agreement for Us	r the County to obtain additional RTS se of State Automation Equipment. The mation associated with this lease are in	process for requesting these
provisions of this ame amendment will be s	ndment will be install igned below by the Order or Resolution v	neral equipment identified on Exhibit A led following approval of the County C County Judge or will be supported by which will be attached, and the Director of Motor Vehicles.	ommissioner's Court. This
		* * *	
The County ofTRAV	/IS, Texas at the following County	will lease2 additional RTS works Tax Office manager or controlled site(s):	station(s)/items and requests
Site Name	New (N) or Existing (E) Site	Site Address	Number of Items

Site Name	New (N) or Existing (E) Site	Site Address	Number of Items
Auto Title Service	E	2321 E. Cesar Chavez Street Ste C Austin, Tx 78702	1
Universal Title Service	E	2105 Justin Lane Ste 106 Austin, Tx 78757	1

Samuel T.	Biscoe	Date
Travis Cou	unty Judge	

List of Remote Sticker Locations

HEB / CITY OF JONESTOWN / FIESTA MART

Store #	Store Location
LIED #1	HE7 2701 E. 7 th Street
HEB #1	H335 6607 S. IH 35
HEB #2	HAN 1000 E. 41 st Street
HEB #3	HFW 7015 Village Center
HEB #4	HPR 12407 N Mopac
HEB #6	HWB 1434 Wells Branch
HEB #7	HOL 2400 W. Congress
HEB #8	HBR 5805 Burnet Road
HEB #9	HOH 7010 Hwy 290 West
HEB #10	HSL 2100 Slaughter Lane
HEB #11	HRV 2508 Riverside Drive
HEB #12 HEB #13	HED 7032 Ed Bluestein
	HLM 9414 N. Lamar
HEB #15	HBK 10710 Research Blvd
HEB #17	HWM 500 W. William Cannon
HEB #19 HEB #20	HWP 6001 W. Parmer Lane
HEB #20 HEB #21	HBC 12400 Hwy 710 West
HEB #23	HBL 6900 Brodie Lane
HEB #24	H22 7301 N FM 620
HEB #25	HCR 500 Canyon Ridge
HEB #29	WLH 701 S. Capital of Tx Hwy
HEB #68	WSL 5800 W. Slaughter Lane
HEB #479	HPF 201 FM 685
City of Jonestown	18649 FM 1431
Fiesta Mart #25	3909 N IH 35
Fiesta Mart #64	5510 S IH 35
AAA Texas Austin	Austin – South
AAA Texas Austin	Austin - North
AAA 16xas Austiii	Ausum - Horum

List of Car Dealerships Remote Sticker Printing Systems

Dealer Name	Dealer Location					
Capitol Chevrolet	6200 S. IH 35					
Mazda South	4506 S. IH 35					
Roger Beasley Mazda	6825 Burnet Road					
Continental Cars	6757 Airport Blvd					
Austin Infiniti	8140 Burnet Road					
Henna Chevrolet	8805 N IH 35					
Howdy Honda	5519 E. Ben White					
Woods Fun Center	11405 N IH 35					
Leif Johnson Ford	501 E. Koenig Lane					
Lexus Of Austin	9910 Stonelake Blvd					
Maxwell Town North Nissan	9160 Research Blvd					
First Texas Honda	1301 W. Koenig Lane					
Austin Subaru	200 W. Huntland Drive					
Champion Chevrolet	11400 Research Blvd					
Maxwell Ford	5000 S. IH 35					
Charles Maund Imports	6900 Burnet Rd					
Roger Beasley Mitsubishi	1120 Shelby Lane					
Roger Beasley Volvo	6375 Hwy 290 East					
Maund Inc. DBA Maund Toyota	8400 Research Blvd					
Champion Toyota	4800 IH 35 South					
EAN Holdings LLC	4210 South Congress					
Riata Ford	10507 Hwy 290					
L Motors	12331 N. Mopac					



Travis County Commissioners Court Agenda Request

Meeting Date: April 30, 2013

Prepared By/Phone Number: Michael Winn, 854-4728

Elected/Appointed Official/Dept. Head: Dana DeBeauvoir, County Clerk

Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE: CONSIDER AND TAKE APPROPRIATE ACTION REGARDING ELECTION SERVICE AGREEMENTS TO CONDUCT ELECTIONS FOR TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT #17 AND PILOT KNOB MUNICIPAL UTILITY DISTRICT #3

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

ELECTION SERVICES AGREEMENTS FOR TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT #17 AND PILOT KNOB MUNICIPAL UTILITY DISTRICT #3

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:

Susan Bell, Chief Deputy Clerk, 854-9587 Michael Winn, Director of Elections, 854-4728/632-5927 Michelle Parker, Assistant Director of Elections, 854-9193/914-6575

Related Departments Elizabeth Winn, County Attorney's Office 854-9415

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.

ELECTION AGREEMENT BETWEEN TRAVIS COUNTY AND TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 17

Pursuant to Chapter 31, Subchapter D, Chapter 123, and Chapter 271 of the Texas Election Code ("Code") and Chapter 791 of the Texas Government Code, Travis County and Travis County Municipal Utility District No. 17 ("Participating Entity") enter into this agreement for the Travis County Clerk, as the County's Election Officer, to conduct the Participating Entity's elections, including runoffs, and for the Participating Entity's use of the County's current or future-acquired election equipment for any voting system that the County adopts, as authorized under Title 8 of the Election Code, for all Participating Entity elections. The purpose of this agreement is to maintain consistency and accessibility in voting practices, polling places, and election procedures in order to best assist the voters of the Participating Entity.

I. GENERAL PROVISIONS

- (A) Except as otherwise provided in this agreement, the term "election" refers to any Participating Entity election, occurring on the second Saturday in May and a resulting runoff, if necessary, and the first Tuesday after the first Monday in November and a resulting runoff, if necessary within all Participating Entity territory located in Travis County. If a runoff is necessary, the Participating Entity shall work with the Election Officer to determine a mutually acceptable run-off date; in the event that the Participating Entity and any other entity for which the County is providing election services or for which the County is conducting a joint election, do not agree on a run-off date, the Participating Entity agrees to whichever run-off date is selected by the Election Officer.
- (B) If the Participating Entity determines it is necessary to conduct an election during a time other than that specified in I.(A), the Election Officer and a representative designated by the Participating Entity will meet as soon as possible to determine the feasibility of the Election Officer conducting such an election. If both parties agree that the Election Officer will administer this election, the new election will be based on all other applicable provisions of this agreement.
- (C) Except as otherwise provided in this agreement, the term "Election Officer" refers to the Travis County Clerk.
- (D) Except as otherwise provided in this agreement, the term "precinct" means all precincts in the territory of the Participating Entity within Travis County.
- (E) Except as otherwise provided in this agreement, the term "fiscal year" refers to a time period that begins on October 1 and closes on September 30 of each year.
- (F) Except as otherwise provided in this agreement, the term "election services" refers to services used to perform or supervise any or all of the duties and functions that an election officer determines necessary for the conduct of an election. Except as otherwise

provided in this agreement, the term "cost for election services" includes the costs for personnel, supplies, materials, or services needed for providing these services as permitted by the Texas Election Code. The term does not refer to costs relating to the use of the voting equipment.

- (G) Except as otherwise provided in this agreement, the cost for "use of voting equipment" is the amount the Participating Entity agrees to pay the County for use of the County's DRE equipment.
- (H) The Participating Entity agrees to commit the funds necessary to pay for election-related expenses for Participating Entity elections.
- (I) The Election Officer has the right to enter into agreements with other entities at any time, including during the dates listed in I.(A).
- (J) As a condition for providing election services and equipment usage, the Election Officer may require authorities of political subdivisions holding elections on the same day in all or part of the same territory to enter into a joint election agreement as authorized in Chapter 271 of the Texas Election Code. The Participating Entity agrees to enter into any joint election agreement required by the County.

II. PARTICIPATING ENTITY'S USE OF VOTING EQUIPMENT

(A) The County shall make available to the Participating Entity their current and future-acquired voting system as authorized under Title 8 of the Election Code, subject to reasonable restrictions and conditions imposed by the Election Officer to ensure availability of the equipment for County-ordered elections, primary elections, and subsequent runoff elections. The Election Officer may impose reasonable restrictions and conditions to protect the equipment from misuse or damage.

III. APPOINTMENT OF ELECTION OFFICER

- (A) The Travis County Election Officer ("Election Officer") is appointed to serve as the Participating Entity's Election Officer and Early Voting Clerk to conduct the Participating Entity's elections described in Section I.
- (B) As the Participating Entity's Election Officer and Early Voting Clerk, the Election Officer shall coordinate, supervise, and conduct all aspects of administering voting in Participating Entity elections in compliance with all applicable law.
- (C) The Participating Entity shall continue to perform those election duties listed in (1) through (8) below and any other election duties that may not be delegated to another governmental entity:

- (1) preparing, adopting, and publishing all required election orders, resolutions, notices and other documents, including bilingual materials, evidencing action by the governing authority of the Participating Entity necessary to the conduct of an election;
- (2) preparing federal Voting Rights Act election pre-clearance submissions to the Department of Justice, other than changes in a joint election conducted under this agreement that directly affect the County;
- (3) preparing the text for the Participating Entity's official ballot in English and Spanish, or other languages as required by law;
- (4) providing the Election Officer with a list of candidates or propositions showing the order and the exact manner in which the candidates' names and the propositions are to appear on the official ballot;
- (5) conducting the official canvass of a Participating Entity election;
- (6) administering the Participating Entity's duties under state and local campaign finance laws;
- (7) having a Participating Entity representative serve as the custodian of its election records; and
- (8) filing the Participating Entity's annual voting system report to the Secretary of State as required under Chapter 123 et seq. of the Texas Election Code.
- (D) The Participating Entity shall also be responsible for proofing and attesting to the accuracy of all ballot language and format information programmed by the County. This includes any information programmed for use with the audio or tactile button features of the equipment. The Participating Entity will also monitor and review all logic and accuracy testing and mandatory recounts held prior to and after the election. The Participating Entity will complete its duties within timeframes as prescribed by the County. If the Participating Entity finds any discrepancies or concerns, it will immediately report them to the Election Officer and work with her to resolve any issues so that final approval can be reached.
- (E) The legal assistant to the attorney for the District will assist the County whenever possible when the conduct of the election requires assistance from Participating Entity departments and staff. Prior to each election, the Participating Entity will designate a person who will serve as Regular Early Voting Clerk for the Participating Entity to receive requests for applications for early voting ballots, and forward these applications to the Joint Early Voting Clerk. The legal assistant to the Attorney for the District will serve as the Custodian of Records for the Participating Entity to complete those tasks in the Election Code that the Election Officer will not perform.

IV. ELECTION WORKERS AND POLLING PLACES

- (A) The County shall provide a list for presentation to the governing body of the Participating Entity, containing a list of places, times, and dates of early voting suitable for consideration and adoption by the governing body in accordance with Texas Election Code Chapter 85. The Election Officer will designate and confirm all Election Day polling place locations.
- (B) The Election Officer will assume the responsibility for recruiting election personnel; however, if by the 5th day before the Election, the Election Officer reports vacancies in positions for election judges, alternate judges, election day clerks, early voting ballot board, receiving substation clerks, or any other key election personnel, the Participating Entity shall provide emergency personnel in these positions.
- (C) The Election Officer shall notify each of the election judges and alternates of their appointment and the eligibility requirements that pertain to them and to the selection of election day clerks. Included in this notification will be the number of clerks that each precinct should have in addition to the election judge and alternate judge. The election judges and/or the alternates are responsible for recruiting and supervising their clerks.
- (D) All election workers must agree to attend training sessions as determined by the Election Officer. Costs for these training sessions and compensation for attendees will be included as part of the election service costs.
- (E) During any election and any subsequent runoff election that involve entities in addition to the Participating Entity, the Election Officer will work with all parties to find a plan that can be agreed upon regarding polling places. If agreement cannot be reached, the Election Officer will resolve the differences. In all cases, emergency polling place changes will be made by the Election Officer.

V. BUDGET INFORMATION

- (A) Not later than February 15 of each year, the Participating Entity shall provide to the Election Officer a forecast of Participating Entity elections for the next two fiscal years.
- (B) Not later than March 15 of each year, Travis County shall provide to the Participating Entity, based on the confirmed forecasts of each jurisdiction for which the County performs election services or with which the County participates in joint elections, a projection of the Participating Entity's election costs per year for each of the next two fiscal years. The forecast shall include:

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(1) a forecast of elections for all jurisdictions for which the County performs election services or with which the County participates in joint elections.

- (2) the precincts to be used for each election and each jurisdiction described in Subsection 1.
- for each election, the Participating Entity's projected share of election costs (3) determined by this contract and relative to other jurisdictions for which the County performs election services or with which the County participates in joint elections. In the case of a joint election, the Participating Entity's projected share of election costs will be determined on a pro rata basis using the following method. The number of precincts each participating entity has involved in an election will be added together. The proportional percentage of that sum for each entity will be calculated. The proportional cost for each participating entity for election services will be calculated by multiplying the proportional percentage of each participating entity by the total cost of the election. The product of these numbers is the pro rata cost for each entity. For Participating Entities with fewer than 50 precincts, a not-to-exceed flat rate will be determined in accordance with Exhibit A, which is attached hereto and incorporated herein for all purposes. After each election the formula that produces the lowest figure will be used for final billing purposes.
- (4) If a flat fee is not used in calculating the Participating Entity's projected share of election costs relative to other jurisdictions for which the County performs election services in addition to the projected itemized election costs, Travis County shall include a fee to be charged by the Election Officer equal to 10% of the Participating Entity's projected share of the total costs of each election, as described in Section VI., excluding the costs of voting equipment, which are described in Section VII.

VI. PAYMENTS FOR ELECTION SERVICES

- (A) Payments for the use of voting equipment are addressed separately in Section VII. of this agreement.
- (B) Not later than the 50th day before an election, the Participating Entity will make a payment equal to 75% of the total of the Participating Entity's projected share of election costs according to the most recent calculation presented by the Election Officer under Section V.(B)(3) of this agreement. In case of a cancellation of an election by the Participating Entity, the Participating Entity will notify the Election Officer on or before 11:59 p.m. on the 60th day before the election whether it expects to be able to cancel its election, and on or before 11:59 p.m. on the 53rd day before the election if that election will or will not be cancelled. Notwithstanding the provisions in IX. (B), the County and the Participating Entity agree that notice under VI.(B) can be provided via e-mail to the County at election@co.travis.tx.us and cc to michael.winn@co.travis.tx.us. Email notification shall be sent by the attorney for the Participating Entity or his or her legal assistant. No deposit will be due if the Election Officer receives final written notice on or before 11:59 p.m. of the 53rd day before the election that an election will be cancelled. Within thirty days after receipt of an election cost schedule or bill setting forth the Election

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Officer's actual contract expenses and charges incurred in the conduct of the election, the Participating Entity shall pay the Election Officer the remaining 25% of the expenses and charges, or the balance due where the cost schedule or bill has been revised. Payment shall be made from current revenues available to the Participating Entity. If there is a runoff election, the Participating Entity will make a payment equal to 75% of the projected costs for the runoff election immediately after receiving that projected cost from the Election Officer. The projected share of election costs will include the 10% fee for election services as discussed in VI.(C).

- (C) The Election Officer will charge a fee for election services, as described in Section VI, equal to 10% of the total costs of each election excluding the costs of voting equipment. Costs for use of voting equipment are described in Section VII. In the event of a joint election, this 10% fee will be divided on a pro rata basis among all entities involved in the election in the same method as described in Section V.(B)(3). If the flat fee calculated in accordance with Exhibit A is found to be the lesser of the two amounts, the 10% fee is included in that flat fee charge.
- (D) For elections that do not have a runoff election, the County will send the Participating Entity a final invoice of election expenses not later than the 45th day after an election. For elections that do have a runoff, the County may send the Participating Entity a final invoice of election expenses not later than the 45th day after the runoff election. This invoice may include expenses for both elections. The total amount due according to these invoices shall be offset by any payments made for "upfront" costs or made in accordance with Subsection (B) of this section. The County shall prepare the invoice to include:
 - (1) an itemized list of each election expense incurred;
 - (2) the corresponding budget estimate for each item listed;
 - (3) for each final invoice item, the Participating Entity's pro rata share of costs will be expressed as a percentage of the total cost of the item for all jurisdictions for which Travis County performs election services;
 - (4) an itemization of any adjustments or credits to the first post-election invoice; and
 - (5) the total payment due from the Participating Entity for any portion of the Participating Entity's costs not included in the Participating Entity's payment under Subsection V.(B) or not included as payment for an "upfront" cost;
- (E) The Participating Entity shall promptly review an election invoice and supporting documentation when received from the County. The Participating Entity may audit, during normal business hours, relevant County election or accounting records upon reasonable notice to the County. The Participating Entity shall pay the entire final invoice or the undisputed portion of the final invoice not later than the 30th day after receiving the invoice.

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VII. PAYMENTS FOR USE OF VOTING EQUIPMENT

- (A) The Election Officer shall conduct elections using the voting system that the Election Officer administers in the conduct of County elections, as approved by the Secretary of State in accordance with the Texas Election Code unless otherwise agreed upon by both parties.
- (B) The Participating Entity shall make payments to Travis County as consideration for the use of the County's DRE equipment. The Participating Entity shall pay \$5 for each unit of electronic voting system equipment installed at a polling place; and \$5 for each unit of other electronic equipment used to conduct the election or provide election services.
- (C) If the Participating Entity holds an election on a date when the County is holding a general or special November election, the Participating Entity is not charged any cost for equipment usage. However, if a runoff election is necessary after a November election, the Participating Entity will pay for equipment usage.
- (D) In the event of a joint election not occurring in November, the cost for equipment usage per entity is determined by taking the cost per election and multiplying it by the proportional cost factor for that entity. If the flat fee is charged in accordance with Exhibit A, the participating Entity will pay the lesser of the two amounts.
- (E) If the Participating Entity holds an election on a date other than as listed in Section I.(A), the Participating Entity will pay \$5 for each unit of electronic voting system equipment installed at a polling place; and \$5 for each unit of other electronic equipment used to conduct the election or provide election services.
- (F) Payment by the Participating Entity to the County for DRE equipment is due 30 days after receipt of billing as part of the final payment for election costs as discussed in Section VI.(D).
- (G) If the County acquires additional equipment, different voting equipment, or upgrades to existing equipment during the term of this contract, the charge for the use of the equipment may be renegotiated.

VIII. COMMUNICATIONS

- (A) The Participating Entity and the Election Officer shall each designate a member of their staff to serve as the primary contact for the respective offices under this agreement and provide the name and contact information for that individual to each entity.
- (B) Throughout the term of this Agreement, the Participating Entity and the County will engage in ongoing communications issues related to Participating Entity elections, the

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use of County's voting equipment, and the delivery of services under this agreement and, when necessary, the County Clerk, elections division staff members, and other election workers shall meet with the Participating Entity to discuss and resolve any problems which might arise under this Agreement.

(C) The Election Officer shall be the main point of media contact for election information related to election administration. The Participating Entity shall designate a contact to be the main point of contact for matters related to the content of the Participating Entity's ballot or candidates.

IX. MISCELLANEOUS PROVISIONS

(A) Amendment/Modification

Except as otherwise provided, this Agreement may not be amended, modified, or changed in any respect whatsoever, except by a further Agreement in writing, duly executed by the parties hereto. No official, representative, agent, or employee of the County has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the Commissioners Court of Travis County, Texas. No official, representative, agent, or employee of the Participating Entity has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the governing body of the Participating Entity. Dana DeBeauvoir, Travis County Clerk, may propose necessary amendments or modifications to this Agreement in writing in order to conduct a Joint Election smoothly and efficiently, except that any such proposals must be approved by the Commissioners Court of the County and the governing body of the Participating Entity.

(B) Notice

Any notice to be given hereunder by any party to the other shall be in writing and may be effected by personal delivery, by certified mail, or by common carrier. Notice to a party shall be addressed as follows:

TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 17

c/o Sharlene N. Collins Armbrust & Brown, PLLC 100 Congress Avenue, Suite 1300 Austin, Texas 78701

TRAVIS COUNTY Honorable Dana DeBeauvoir, Travis County Clerk 1000 Guadalupe Street, Room 222 Austin, Texas 78701

Cc: Honorable David Escamilla, Travis County Attorney 314 West 11th Street, Suite 300

Austin, Texas 78701

Notice by hand-delivery is deemed effective immediately, notice by certified mail is deemed effective three days after deposit with a U.S. Postal Office or in a U.S. Mail Box, and notice by a common carrier, is deemed effective upon receipt. Each party may change the address for notice to it by giving notice of such change in accordance with the provisions of this Section.

(C) Force Majeure

In the event that the performance by the County of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or condition of any persons not a party or in privity thereof, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

(D) Venue and Choice of Law

The Participating Entity agrees that venue for any dispute arising under this Agreement will lie in the appropriate courts of Austin, Travis County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and the United States of America.

(E) Entire Agreement

This Agreement contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed and supersedes all prior agreements, including prior election services contracts and prior agreements to conduct joint elections. Any prior agreements, promises, negotiations, or representations not expressly contained in this Agreement are of no force and effect. Any oral representations or modifications concerning this Agreement shall be of no force or effect, excepting a subsequent modification in writing as provided herein.

(F) Severability

If any provision of this Agreement is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect the remaining provisions of this Agreement; and, parties to this Agreement shall perform their obligations under this Agreement in accordance with the intent of the parties to this Agreement as expressed in the terms and provisions of this Agreement.

(G) Breach

In the event that Participating Entity or County breaches any of its obligations under this Agreement, the non-breaching party shall be entitled to pursue any and all rights and remedies allowed by law.

(H) Payments from Current Revenues

Payments made by the Participating Entity in meeting its obligations under this Agreement shall be made from current revenue funds available to the governing body of the Participating Entity. Payments made by the County in meeting its obligations under this Agreement shall be made from current revenue funds available to the County.

(I) Other Instruments

The County and the Participating Entity agree that they will execute other and further instruments or any documents as may become necessary or convenient to effectuate and carry out the purposes of this Agreement.

(J) Third Party Beneficiaries

Except as otherwise provided herein, nothing in this Agreement, expressed or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights or remedies under or by reason of this Agreement.

(K) Other Joint Election Agreements

The County and the Participating Entity expressly understand and acknowledge that each may enter into other Joint Election Agreements with other jurisdictions, to be held on Election Day and at common polling places covered by this Agreement.

(L) Mediation

When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.023 of the Texas Civil Practice and Remedies Code unless both parties agree, in writing, to waive the confidentiality. Notwithstanding the foregoing, the parties intend to fully comply with the Texas Open Meetings Act and the Texas Public Information Act whenever applicable. The term "confidential" as used in this Agreement has the same meanings as defined and construed under the Texas Public Information Act and the Texas Open Meetings Act.

(M) Addresses for Payments

Payments made to the County or the Participating Entity under this agreement shall be addressed to following respective addresses:

Elections Division Travis County Clerk P.O. Box 149325 Austin, Texas 78751

TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 17

c/o Sharlene N. Collins Armbrust & Brown, PLLC 100 Congress Avenue, Suite 1300 Austin, Texas 78701

- This agreement is effective upon execution by both parties and expires on July 1, 2014 (N) and renews automatically for one additional three-year term unless one party notifies the other party in writing that it wants to terminate the agreement.
- (O) Either party may terminate this agreement for any reason upon providing 60 days written notice to the other party.
- (P) The individuals below have been authorized to sign this Agreement.

	IN	TESTIMON	ΙΥ	WHEREOF,	the	parties	hereto	have	executed	this	Agreement	in
multiple copies, each of equal dignity, on this day of							_, 20	13.				

TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 17

BY:

Frank Caldwell, President

Board of Directors

TRAVIS COUNTY

BY:

Samuel T. Biscoe County Judge

Na Obeaussis BY:

Dana DeBeauv

County Clerk

Exhibit A

Pricing Schedule for Entities with fewer than 50 precincts

Note: Each Participating Entity is responsible for its Department of Justice submission, publishing its notice of election, submitting ballot language in English an Spanish, proofing of its ballot, and canvassing its returns (Travis County supplies the results of the canvass).

Election Day polling location flat rate:

\$1675 each location

(\$1500 for operating costs +\$150 for 10% admin fee + \$25 for equipment usage fee)

This rate is a not-to-exceed rate for each polling location. When determining polling locations, the goal is for all Participating Entities to agree on the polling locations for their common areas. In most cases the larger entities determine the sites and precinct combinations for polling locations. If a Participating Entity has precincts that are not shared with another entity, the Participating Entity may choose to combine locations.

Each Election Day location has one judge, one alternate judge, and one or two clerks. If the location is shared with other jurisdictions, this cost is divided according to the number of jurisdictions at that location and the percentage of population for that jurisdiction at that location. Cost includes 10% admin fee and equipment usage fee.

Election Day polling location proportional rate:

Cost depends upon participation

If a large number of entities participate in an election, and a proportional rate of the actual costs is the less expensive alternative for the Participating Entity, Travis County will charge the proportional cost instead of the flat rate cost. In other words, Travis County will charge the lesser of the two amounts.

Additional Early Voting Options:

Operation of an Early Voting location as part of the Travis County regular Mobile Voting program:

Per day \$275

All of the Participating Entity's voters within Travis County have access to all of the Travis County Early Voting sites in each election at no additional cost. If Travis County does not run a permanent or mobile site in a Participating Entity's area, the Participating Entity may request a mobile unit for one to five days. This would include Travis County staff setting up and breaking down the equipment daily, trained staffing of the location, and Travis County law enforcement securing the equipment in the Travis County Elections Division's safe at 5501 Airport on a daily basis.

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ELECTION AGREEMENT BETWEEN TRAVIS COUNTY AND PILOT KNOB MUNICIPAL UTILITY DISTRICT NO. 3

Pursuant to Chapter 31, Subchapter D, Chapter 123, and Chapter 271 of the Texas Election Code ("Code") and Chapter 791 of the Texas Government Code, Travis County and Pilot Knob Municipal Utility District No. 3 ("Participating Entity") enter into this agreement for the Travis County Clerk, as the County's Election Officer, to conduct the Participating Entity's elections, including runoffs, and for the Participating Entity's use of the County's current or future-acquired election equipment for any voting system that the County adopts, as authorized under Title 8 of the Election Code, for all Participating Entity elections. The purpose of this agreement is to maintain consistency and accessibility in voting practices, polling places, and election procedures in order to best assist the voters of the Participating Entity.

I. GENERAL PROVISIONS

- (A) Except as otherwise provided in this agreement, the term "election" refers to any Participating Entity election, occurring on the second Saturday in May and a resulting runoff, if necessary, and the first Tuesday after the first Monday in November and a resulting runoff, if necessary within all Participating Entity territory located in Travis County. If a runoff is necessary, the Participating Entity shall work with the Election Officer to determine a mutually acceptable run-off date; in the event that the Participating Entity and any other entity for which the County is providing election services or for which the County is conducting a joint election, do not agree on a run-off date, the Participating Entity agrees to whichever run-off date is selected by the Election Officer.
- (B) If the Participating Entity determines it is necessary to conduct an election during a time other than that specified in I.(A), the Election Officer and a representative designated by the Participating Entity will meet as soon as possible to determine the feasibility of the Election Officer conducting such an election. If both parties agree that the Election Officer will administer this election, the new election will be based on all other applicable provisions of this agreement.
- (C) Except as otherwise provided in this agreement, the term "Election Officer" refers to the Travis County Clerk.
- (D) Except as otherwise provided in this agreement, the term "precinct" means all precincts in the territory of the Participating Entity within Travis County.
- (E) Except as otherwise provided in this agreement, the term "fiscal year" refers to a time period that begins on October 1 and closes on September 30 of each year.
- (F) Except as otherwise provided in this agreement, the term "election services" refers to services used to perform or supervise any or all of the duties and functions that an

election officer determines necessary for the conduct of an election. Except as otherwise provided in this agreement, the term "cost for election services" includes the costs for personnel, supplies, materials, or services needed for providing these services as permitted by the Texas Election Code. The term does not refer to costs relating to the use of the voting equipment.

- (G) Except as otherwise provided in this agreement, the cost for "use of voting equipment" is the amount the Participating Entity agrees to pay the County for use of the County's DRE equipment.
- (H) The Participating Entity agrees to commit the funds necessary to pay for election-related expenses for Participating Entity elections.
- (I) The Election Officer has the right to enter into agreements with other entities at any time, including during the dates listed in I.(A).
- (J) As a condition for providing election services and equipment usage, the Election Officer may require authorities of political subdivisions holding elections on the same day in all or part of the same territory to enter into a joint election agreement as authorized in Chapter 271 of the Texas Election Code. The Participating Entity agrees to enter into any joint election agreement required by the County.

II. PARTICIPATING ENTITY'S USE OF VOTING EQUIPMENT

(A) The County shall make available to the Participating Entity their current and futureacquired voting system as authorized under Title 8 of the Election Code, subject to reasonable restrictions and conditions imposed by the Election Officer to ensure availability of the equipment for County-ordered elections, primary elections, and subsequent runoff elections. The Election Officer may impose reasonable restrictions and conditions to protect the equipment from misuse or damage.

III. APPOINTMENT OF ELECTION OFFICER

- (A) The Travis County Election Officer ("Election Officer") is appointed to serve as the Participating Entity's Election Officer and Early Voting Clerk to conduct the Participating Entity's elections described in Section I.
- (B) As the Participating Entity's Election Officer and Early Voting Clerk, the Election Officer shall coordinate, supervise, and conduct all aspects of administering voting in Participating Entity elections in compliance with all applicable law.
- (C) The Participating Entity shall continue to perform those election duties listed in (1) through (8) below and any other election duties that may not be delegated to another governmental entity:

- (1) preparing, adopting, and publishing all required election orders, resolutions, notices and other documents, including bilingual materials, evidencing action by the governing authority of the Participating Entity necessary to the conduct of an election;
- (2) preparing federal Voting Rights Act election pre-clearance submissions to the Department of Justice, other than changes in a joint election conducted under this agreement that directly affect the County;
- (3) preparing the text for the Participating Entity's official ballot in English and Spanish, or other languages as required by law;
- (4) providing the Election Officer with a list of candidates or propositions showing the order and the exact manner in which the candidates' names and the propositions are to appear on the official ballot;
- (5) conducting the official canvass of a Participating Entity election;
- (6) administering the Participating Entity's duties under state and local campaign finance laws;
- (7) having a Participating Entity representative serve as the custodian of its election records; and
- (8) filing the Participating Entity's annual voting system report to the Secretary of State as required under Chapter 123 et seq. of the Texas Election Code.
- (D) The Participating Entity shall also be responsible for proofing and attesting to the accuracy of all ballot language and format information programmed by the County. This includes any information programmed for use with the audio or tactile button features of the equipment. The Participating Entity will also monitor and review all logic and accuracy testing and mandatory recounts held prior to and after the election. The Participating Entity will complete its duties within timeframes as prescribed by the County. If the Participating Entity finds any discrepancies or concerns, it will immediately report them to the Election Officer and work with her to resolve any issues so that final approval can be reached.
- (E) The legal assistant to the attorney for the District will assist the County whenever possible when the conduct of the election requires assistance from Participating Entity departments and staff. Prior to each election, the Participating Entity will designate a person who will serve as Regular Early Voting Clerk for the Participating Entity to receive requests for applications for early voting ballots, and forward these applications to the Joint Early Voting Clerk. The legal assistant to the Attorney for the District will serve as the Custodian of Records for the Participating Entity to complete those tasks in the Election Code that the Election Officer will not perform.

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IV. ELECTION WORKERS AND POLLING PLACES

- (A) The County shall provide a list for presentation to the governing body of the Participating Entity, containing a list of places, times, and dates of early voting suitable for consideration and adoption by the governing body in accordance with Texas Election Code Chapter 85. The Election Officer will designate and confirm all Election Day polling place locations.
- (B) The Election Officer will assume the responsibility for recruiting election personnel.
- (C) The Election Officer shall notify each of the election judges and alternates of their appointment and the eligibility requirements that pertain to them and to the selection of election day clerks. Included in this notification will be the number of clerks that each precinct should have in addition to the election judge and alternate judge. The election judges and/or the alternates are responsible for recruiting and supervising their clerks.
- (D) All election workers must agree to attend training sessions as determined by the Election Officer. Costs for these training sessions and compensation for attendees will be included as part of the election service costs.
- (E) During any election and any subsequent runoff election that involve entities in addition to the Participating Entity, the Election Officer will work with all parties to find a plan that can be agreed upon regarding polling places. If agreement cannot be reached, the Election Officer will resolve the differences. In all cases, emergency polling place changes will be made by the Election Officer.

V. BUDGET INFORMATION

- (A) Not later than February 15 of each year, the Participating Entity shall provide to the Election Officer a forecast of Participating Entity elections for the next two fiscal years.
- (B) Not later than March 15 of each year, Travis County shall provide to the Participating Entity, based on the confirmed forecasts of each jurisdiction for which the County performs election services or with which the County participates in joint elections, a projection of the Participating Entity's election costs per year for each of the next two fiscal years. The forecast shall include:
 - (1) a forecast of elections for all jurisdictions for which the County performs election services or with which the County participates in joint elections.
 - (2) the precincts to be used for each election and each jurisdiction described in Subsection 1.
 - (3) for each election, the Participating Entity's projected share of election costs

determined by this contract and relative to other jurisdictions for which the County performs election services or with which the County participates in joint elections. In the case of a joint election, the Participating Entity's projected share of election costs will be determined on a pro rata basis using the following method. The number of precincts each participating entity has involved in an election will be added together. The proportional percentage of that sum for each entity will be calculated. The proportional cost for each participating entity for election services will be calculated by multiplying the proportional percentage of each participating entity by the total cost of the election. The product of these numbers is the pro rata cost for each entity. For Participating Entities with fewer than 50 precincts, a not-to-exceed flat rate will be determined in accordance with Exhibit A, which is attached hereto and incorporated herein for all purposes. After each election the formula that produces the lowest figure will be used for final billing purposes.

(4) If a flat fee is not used in calculating the Participating Entity's projected share of election costs relative to other jurisdictions for which the County performs election services in addition to the projected itemized election costs, Travis County shall include a fee to be charged by the Election Officer equal to 10% of the Participating Entity's projected share of the total costs of each election, as described in Section VI., excluding the costs of voting equipment, which are described in Section VII.

VI. PAYMENTS FOR ELECTION SERVICES

- (A) Payments for the use of voting equipment are addressed separately in Section VII. of this agreement.
- Not later than the 50th day before an election, the Participating Entity will make a (B) payment equal to 75% of the total of the Participating Entity's projected share of election costs according to the most recent calculation presented by the Election Officer under Section V.(B)(3) of this agreement. In case of a cancellation of an election by the Participating Entity, the Participating Entity will notify the Election Officer on or before 11:59 p.m. on the 60th day before the election whether it expects to be able to cancel its election, and on or before 11:59 p.m. on the 53rd day before the election if that election will or will not be cancelled. Notwithstanding the provisions in IX. (B), the County and the Participating Entity agree that notice under VI.(B) can be provided via e-mail to the County at election@co.travis.tx.us and cc to michael.winn@co.travis.tx.us. notification shall be sent by the attorney for the Participating Entity or his or her legal assistant. No deposit will be due if the Election Officer receives final written notice on or before 11:59 p.m. of the 53rd day before the election that an election will be cancelled. Within thirty days after receipt of an election cost schedule or bill setting forth the Election Officer's actual contract expenses and charges incurred in the conduct of the election, the Participating Entity shall pay the Election Officer the remaining 25% of the expenses and charges, or the balance due where the cost schedule or bill has been revised. Payment shall

be made from current revenues available to the Participating Entity. If there is a runoff election, the Participating Entity will make a payment equal to 75% of the projected costs for the runoff election immediately after receiving that projected cost from the Election Officer. The projected share of election costs will include the 10% fee for election services as discussed in VI.(C).

- (C) The Election Officer will charge a fee for election services, as described in Section VI, equal to 10% of the total costs of each election excluding the costs of voting equipment. Costs for use of voting equipment are described in Section VII. In the event of a joint election, this 10% fee will be divided on a pro rata basis among all entities involved in the election in the same method as described in Section V.(B)(3). If the flat fee calculated in accordance with Exhibit A is found to be the lesser of the two amounts, the 10% fee is included in that flat fee charge.
- (D) For elections that do not have a runoff election, the County will send the Participating Entity a final invoice of election expenses not later than the 45th day after an election. For elections that do have a runoff, the County may send the Participating Entity a final invoice of election expenses not later than the 45th day after the runoff election. This invoice may include expenses for both elections. The total amount due according to these invoices shall be offset by any payments made for "upfront" costs or made in accordance with Subsection (B) of this section. The County shall prepare the invoice to include:
 - (1) an itemized list of each election expense incurred;
 - (2) the corresponding budget estimate for each item listed;
 - (3) for each final invoice item, the Participating Entity's pro rata share of costs will be expressed as a percentage of the total cost of the item for all jurisdictions for which Travis County performs election services;
 - (4) an itemization of any adjustments or credits to the first post-election invoice; and
 - (5) the total payment due from the Participating Entity for any portion of the Participating Entity's costs not included in the Participating Entity's payment under Subsection V.(B) or not included as payment for an "upfront" cost;
- (E) The Participating Entity shall promptly review an election invoice and supporting documentation when received from the County. The Participating Entity may audit, during normal business hours, relevant County election or accounting records upon reasonable notice to the County. The Participating Entity shall pay the entire final invoice or the undisputed portion of the final invoice not later than the 30th day after receiving the invoice.

VII. PAYMENTS FOR USE OF VOTING EQUIPMENT

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- (A) The Election Officer shall conduct elections using the voting system that the Election Officer administers in the conduct of County elections, as approved by the Secretary of State in accordance with the Texas Election Code unless otherwise agreed upon by both parties.
- (B) The Participating Entity shall make payments to Travis County as consideration for the use of the County's DRE equipment. The Participating Entity shall pay \$5 for each unit of electronic voting system equipment installed at a polling place; and \$5 for each unit of other electronic equipment used to conduct the election or provide election services.
- (C) If the Participating Entity holds an election on a date when the County is holding a general or special November election, the Participating Entity is not charged any cost for equipment usage. However, if a runoff election is necessary after a November election, the Participating Entity will pay for equipment usage.
- (D) In the event of a joint election not occurring in November, the cost for equipment usage per entity is determined by taking the cost per election and multiplying it by the proportional cost factor for that entity. If the flat fee is charged in accordance with Exhibit A, the participating Entity will pay the lesser of the two amounts.
- (E) If the Participating Entity holds an election on a date other than as listed in Section I.(A), the Participating Entity will pay \$5 for each unit of electronic voting system equipment installed at a polling place; and \$5 for each unit of other electronic equipment used to conduct the election or provide election services.
- (F) Payment by the Participating Entity to the County for DRE equipment is due 30 days after receipt of billing as part of the final payment for election costs as discussed in Section VI.(D).
- (G) If the County acquires additional equipment, different voting equipment, or upgrades to existing equipment during the term of this contract, the charge for the use of the equipment may be renegotiated.

VIII. COMMUNICATIONS

- (A) The Participating Entity and the Election Officer shall each designate a member of their staff to serve as the primary contact for the respective offices under this agreement and provide the name and contact information for that individual to each entity.
- (B) Throughout the term of this Agreement, the Participating Entity and the County will engage in ongoing communications issues related to Participating Entity elections, the use of County's voting equipment, and the delivery of services under this agreement and, when necessary, the County Clerk, elections division staff members, and other election

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{W0572001.1}

workers shall meet with the Participating Entity to discuss and resolve any problems which might arise under this Agreement.

(C) The Election Officer shall be the main point of media contact for election information related to election administration. The Participating Entity shall designate a contact to be the main point of contact for matters related to the content of the Participating Entity's ballot or candidates.

IX. MISCELLANEOUS PROVISIONS

(A) Amendment/Modification

Except as otherwise provided, this Agreement may not be amended, modified, or changed in any respect whatsoever, except by a further Agreement in writing, duly executed by the parties hereto. No official, representative, agent, or employee of the County has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the Commissioners Court of Travis County, Texas. No official, representative, agent, or employee of the Participating Entity has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the governing body of the Participating Entity. Dana DeBeauvoir, Travis County Clerk, may propose necessary amendments or modifications to this Agreement in writing in order to conduct a Joint Election smoothly and efficiently, except that any such proposals must be approved by the Commissioners Court of the County and the governing body of the Participating Entity.

(B) Notice

Any notice to be given hereunder by any party to the other shall be in writing and may be effected by personal delivery, by certified mail, or by common carrier. Notice to a party shall be addressed as follows:

PILOT KNOB MUNICIPAL UTILITY DISTRICT NO. 3 c/o Patrick M. Carlson Armbrust & Brown, PLLC 100 Congress Avenue, Suite 1300 Austin, Texas 78701

TRAVIS COUNTY
Honorable Dana DeBeauvoir, Travis County Clerk
1000 Guadalupe Street, Room 222
Austin, Texas 78701

Cc: Honorable David Escamilla, Travis County Attorney 314 West 11th Street, Suite 300
Austin, Texas 78701

Notice by hand-delivery is deemed effective immediately, notice by certified mail is deemed effective three days after deposit with a U.S. Postal Office or in a U.S. Mail Box, and notice by a common carrier, is deemed effective upon receipt. Each party may change the address for notice to it by giving notice of such change in accordance with the provisions of this Section.

(C) Force Majeure

In the event that the performance by either party of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or condition of any persons not a party or in privity thereof, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

(D) Venue and Choice of Law

The Participating Entity agrees that venue for any dispute arising under this Agreement will lie in the appropriate courts of Austin, Travis County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and the United States of America.

(E) Entire Agreement

This Agreement contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed and supersedes all prior agreements, including prior election services contracts and prior agreements to conduct joint elections. Any prior agreements, promises, negotiations, or representations not expressly contained in this Agreement are of no force and effect. Any oral representations or modifications concerning this Agreement shall be of no force or effect, excepting a subsequent modification in writing as provided herein.

(F) Severability

If any provision of this Agreement is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect the remaining provisions of this Agreement; and, parties to this Agreement shall perform their obligations under this Agreement in accordance with the intent of the parties to this Agreement as expressed in the terms and provisions of this Agreement.

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(G) Breach

{W0572001.1}

In the event that Participating Entity or County breaches any of its obligations under this Agreement, the non-breaching party shall be entitled to pursue any and all rights and remedies allowed by law.

(H) Payments from Current Revenues

Payments made by the Participating Entity in meeting its obligations under this Agreement shall be made from current revenue funds available to the governing body of the Participating Entity. Payments made by the County in meeting its obligations under this Agreement shall be made from current revenue funds available to the County.

(I) Other Instruments

The County and the Participating Entity agree that they will execute other and further instruments or any documents as may become necessary or convenient to effectuate and carry out the purposes of this Agreement.

(J) Third Party Beneficiaries

Except as otherwise provided herein, nothing in this Agreement, expressed or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights or remedies under or by reason of this Agreement.

(K) Other Joint Election Agreements

The County and the Participating Entity expressly understand and acknowledge that each may enter into other Joint Election Agreements with other jurisdictions, to be held on Election Day and at common polling places covered by this Agreement.

(L) Mediation

When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.023 of the Texas Civil Practice and Remedies Code unless both parties agree, in writing, to waive the confidentiality. Notwithstanding the foregoing, the parties intend to fully comply with the Texas Open Meetings Act and the Texas Public Information Act whenever applicable. The term "confidential" as used in this Agreement has the same meanings as defined and construed under the Texas Public Information Act and the Texas Open Meetings Act.

(M) Addresses for Payments

Payments made to the County or the Participating Entity under this agreement shall be addressed to following respective addresses:

Elections Division Travis County Clerk P.O. Box 149325 Austin, Texas 78751

Pilot Knob Municipal Utility District No. 3 c/o Patrick M. Carlson Armbrust & Brown, PLLC 100 Congress Avenue, Suite 1300 Austin, Texas 78701

- (N) This agreement is effective upon execution by both parties and expires on July 1, 2014 and renews automatically for one additional three-year term unless one party notifies the other party in writing that it wants to terminate the agreement.
- (O) Either party may terminate this agreement for any reason upon providing 60 days written notice to the other party.
- (P) The individuals below have been authorized to sign this Agreement.

IN TESTIMONY WHEREOF,	the	parties	hereto	have	executed	this	Agreement	in
multiple copies, each of equal dignity, o			day o				, 2013.	

TRAVIS COUNTY

BY:

Samuel T. Biscoe

County Judge

Para DeBeauvrio

BY:

Dana DeBeauvoir County Clerk

PILOT KNOB MUNICIPAL UTILITY DISTRICT NO. 3

BY:

Thomas K. Rhodes, President

Board of Directors

Exhibit A

Pricing Schedule for Entities with fewer than 50 precincts

Note: Each Participating Entity is responsible for its Department of Justice submission, publishing its notice of election, submitting ballot language in English and Spanish, proofing of its ballot, and canvassing its returns (Travis County supplies the results of the canvass).

Election Day polling location flat rate:

\$1675 each location

(\$1500 for operating costs +\$150 for 10% admin fee + \$25 for equipment usage fee)
This rate is a not-to-exceed rate for each polling location. When determining polling locations, the goal is for all Participating Entities to agree on the polling locations for their common areas. In most cases the larger entities determine the sites and precinct combinations for polling locations. If a Participating Entity has precincts that are not shared with another entity, the Participating Entity may choose to combine locations.

Each Election Day location has one judge, one alternate judge, and one or two clerks. If the location is shared with other jurisdictions, this cost is divided according to the number of jurisdictions at that location and the percentage of population for that jurisdiction at that location. Cost includes 10% admin fee and equipment usage fee.

Election Day polling location proportional rate:

Cost depends upon participation

If a large number of entities participate in an election, and a proportional rate of the actual costs is the less expensive alternative for the Participating Entity, Travis County will charge the proportional cost instead of the flat rate cost. In other words, Travis County will charge the lesser of the two amounts.

Additional Early Voting Options:

Operation of an Early Voting location as part of the Travis County regular Mobile Voting program:

\$275

Per day

All of the Participating Entity's voters within Travis County have access to all of the Travis County Early Voting sites in each election at no additional cost. If Travis County does not run a permanent or mobile site in a Participating Entity's area, the Participating Entity may request a mobile unit for one to five days. This would include Travis County staff setting up and breaking down the equipment daily, trained staffing of the location, and Travis County law enforcement securing the equipment in the Travis County Elections Division's safe at 5501 Airport on a daily basis.



Travis County Commissioners Court Agenda Request

Meeting Date: April 30, 2013

Prepared By/Phone Number: Michael Winn, 854-4728

Elected/Appointed Official/Dept. Head: Dana DeBeauvoir, County Clerk

Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE: CONSIDER AND TAKE APPROPRIATE ACTION REGARDING A JOINT ELECTION AGREEMENT FOR THE MAY 11, 2013 JOINT GENERAL AND SPECIAL ELECTIONS WITH TRAVIS COUNTY AND 13

PARTICIPATING ENTITIES:

City of Bee Cave

City of Lakeway

City of Manor

Austin ISD

Lake Travis ISD

Manor ISD

Lost Creek MUD

Travis County MUD 17

Pilot Knob MUD #3

Travis County ESD 8

Travis County ESD 10

Travis County ESD 12

Travis County ESD 14

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Joint election agreement to conduct entity elections.

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:

Susan Bell, Chief Deputy Clerk, 854-9587 Michael Winn, Director of Elections, 854-4728/632-5927 Michelle Parker, Assistant Director of Elections, 854-9193/914-6575

Related Departments Elizabeth Winn, County Attorney's Office 854-9415
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.

JOINT ELECTION AGREEMENT FOR MAY 11, 2013 ELECTIONS

Travis County (the "County") will be conducting general and special election for the Participating Entities listed in Exhibit A, which is attached to and incorporated into this agreement, on May 11, 2013. The Participating Entities require elections to be held on May 11, 2013 in those portions of Travis County as shown on the maps and metes and bounds descriptions in Exhibit B, also attached to and incorporated into this agreement.

Under Section 271.002, Texas Election Code, Texas's political subdivisions are authorized to hold elections jointly in voting precincts that common polling places can serve, if two or more political subdivisions' authorities order elections to be held on the same day in all or part of the same territory. And Texas Government Code Chapter 791 authorizes local governments to contract with one another and with state agencies for various governmental functions, including those in which the contracting parties are mutually interested.

It would benefit the County, the Participating Entities, and their respective citizens and voters to hold the elections jointly in the election precincts that common polling places can serve. Thus, the County and the Participating Entities enter into this joint election agreement.

I. Scope of Joint Election Agreement

This agreement covers conducting the May 11, 2013 Joint General and Special Elections for the parties to this agreement to be held on May 11, 2013. The County and the Entities will hold these elections on May 11, 2013 ("Election Day") jointly for the voters in those portions of Travis County identified on the maps and descriptions in Exhibit B.

II. Election Officer

The Participating Entities hereby appoint the Travis County Clerk, the election officer for Travis County, as the election officer to perform or supervise the County's duties and responsibilities involved in conducting the joint election covered by this agreement.

III. Early Voting

Each of the Participating Entities agrees to conduct its early voting jointly. Each of the Participating Entities appoints the Travis County Clerk, the early voting clerk for Travis County, as the early voting clerk for the joint election. Early voting for the Participating Entities will be conducted at the dates, times, and locations to be mutually agreed upon by the election officer and authorized and ordered by the governing body of each Participating Entity.

A. <u>County Responsibilities</u>

1. The County will provide to the governing body of each Participating Entity a list of places, times, and dates of early voting suitable for consideration and adoption by the governing body, under Texas Election Code chapter 85.

- 2. The Travis County Clerk, as the early voting clerk, will be responsible for conducting early voting by mail and by personal appearance for all Travis County voters voting in the joint election. The Travis County Clerk will receive from each Participating Entity's regular early voting clerk applications for early voting ballots to be voted by mail, under Texas Election Code Title 7. The Travis County Clerk will send early voting ballots by mail and receive early voting ballots for early voting by mail. And the Travis County Clerk may appoint such deputy early voting clerks as necessary to assist the Travis County Clerk with voting to take place at the early voting locations.
- 3. The County will determine the number of election workers to hire to conduct early voting in the joint election. The Travis County Clerk will arrange or contract for training for all election workers and will assign all election workers employed for early voting in the joint election. The training of these election workers is mandatory; these individuals will be compensated for their time in training. The County will provide a training facility for election schools to train election workers employed in conducting early voting, including the mobile early voting program, early voting by personal appearance at main and temporary branch early voting polling places, early voting by mail, and other aspects of the early voting program for the joint election. The County will name early voting deputies and clerks employed to conduct early voting.
- 4. The County will provide and deliver all supplies and equipment necessary to conduct early voting for the joint election, including ballots, election forms, any necessary ramps, utility hook-ups, signs, registration lists and ballot boxes, to early voting polling places. The County will designate and confirm all early voting polling place locations.
- 5. The County will be responsible for preparing and transporting the electronic voting equipment necessary to conduct early voting. The County will perform all tests of voting equipment as required, including posting notice of equipment testing.
- 6. Under Election Code sections 66.058 and 271.010, the Participating Entities appoint the Travis County Clerk as the joint custodian of records for the sole purpose of preserving all voted ballots securely in a locked room in the locked ballot boxes for the preservation period that the Election Code requires.
- 7. The County will receive ballot language in both English and Spanish from each Participating Entity and format the ballots as needed to include these languages. The County will provide each Participating Entity with a final proof of ballot language for approval before printing the ballots. Upon final proof approval, ballots will be printed in an expedited timeframe so as to allow ballot allocations for the Early Voting by Personal Appearance Program, and the ballot mail outs for the Early Voting by Mail Program.
- 8. A single joint voter sign-in process consisting of a common list of registered voters, and common signature rosters will be used for early voting. A single, combined ballot and single ballot box will be used. The County will use an electronic voting system, as defined and described in Texas Election Code Title 8, and agrees to use ballots that are compatible with such equipment.

9. The County will be responsible for conducting the Early Voting Ballot Board. The County will designate a person to serve as the presiding judge for the Early Voting Ballot Board and will provide that information to the governing body of each Participating Entity for entry of an order by that authority appointing this official. The presiding judge for the Early Voting Ballot Board is eligible to serve in this capacity. The presiding judge for the Early Voting Ballot Board will appoint two or more election clerks, and the judge and clerks will compose the Early Voting Ballot Board and will count and return early voting ballots, and perform other duties the Election Code requires of it.

B. <u>Participating Entities'</u> Responsibilities

- 1. Each Participating Entity will appoint a qualified person to serve as the regular early voting clerk for the Participating Entity. The regular early voting clerk for each respective Participating Entity will receive requests for applications for early voting ballots to be voted by mail and will forward in a timely manner, as prescribed by law, any and all applications for early voting ballots to be voted by mail, received in the Entity's office, to the Travis County Clerk.
- 2. Each Participating Entity will appoint a qualified person to act as custodian of records for the Participating Entity to perform the duties imposed by the Election Code on the custodian of records for its respective entity.
- 3. Each Participating Entity will provide ballot language for the respective portion of the official ballot to the County in both English and Spanish. The Entity must make any additions, modifications, deletions, or other changes to such ballot contents or language before the Entity's final proof approval. The County will provide the Participating Entity with a final proof of ballot language, as it is to appear on the ballot, for final proof approval. Upon final proof approval, the ballot will be programmed for the voting equipment in an expedited timeframe so as to allow ballot allocations for the Early Voting by Personal Appearance Program, and the printed ballot mail outs for the Early Voting by Mail Program.

IV. Election Day

A. County Responsibilities

- 1. The County will designate and confirm all Election Day polling place locations for the joint election, and will forward such information to the Participating Entities in a timely fashion to allow the governing body of the respective Participating Entities to enter orders designating such polling places and for the Entities to submit to the U.S. Department of Justice for review before Election Day.
- 2. The County will designate the presiding election judge and the alternate presiding election judge to administer the election in the precinct in which a common polling place is to be used and will forward such information to the Participating Entities to allow the governing bodies of the respective Participating Entities to enter appropriate orders designating such officials before the election. The presiding election judge and alternate presiding election judge must be qualified voters of the Travis County election precinct in which the joint election is held.

The presiding election judge for the precinct in which a common polling place is used may appoint election clerks as necessary to assist the judge in conducting the election at the precinct polling place. The alternate presiding election judge may be appointed as a clerk. The alternate presiding election judge may serve as the presiding election judge for the precinct in the presiding election judge's absence. Election judges and clerks will be compensated at the rate established by the County. The Texas Election Code and other applicable laws will determine compensable hours.

- 3. One set of election officials will preside over the election in the precinct using a common polling place. There will be a single joint voter sign-in process consisting of a common list of registered voters and common signature rosters in the precinct using a common polling place. A single, combined ballot and single ballot box will be used. The officer designated by law to be the custodian of the voted ballots for the County will be custodian of all materials used in common in the precinct using a common polling place. The County will use an electronic voting system, as defined and described by Texas Election Code Title 8, and agrees to use ballots that are compatible with such equipment.
- 4. The County will arrange for training and will provide the instructors, manuals and other training materials deemed necessary for training all judges and clerks. Training for election judges and alternate judges is mandatory, and these individuals will be compensated for their time in training.
- 5. The County will arrange for election-day voter registration precinct lists for the joint election. The County will determine the amount of election supplies needed for Election Day voting.
- 6. The County, by and through the County Clerk's Elections Division, and Administrative Operations, will be responsible for preparing and transporting voting equipment and election-day supplies for use on Election Day.
- 7. The County, by and through the County Voter Registrar, will provide the list of registered voters as needed in the overlapping jurisdictions identified in the attached exhibits, with designation of registered voters in each Participating Entity, for use at the joint election day polling place on Election Day.
- 8. The common polling place is designated as the polling place that the County uses. At the common polling place, a single ballot box will be used for depositing all ballots cast in the joint election. At this polling place, one voter registration list and one combination poll list and signature roster form will be kept for the joint election. The final returns for each Participating Entity and the County will be canvassed separately by each respective Participating Entity. The Travis County Clerk will maintain a return center on Election Day for the purpose of receiving returns from the County. The Travis County Clerk will provide unofficial election results to the qualified individual appointed by each Participating Entity.
- 9. On Election Day, the Travis County Clerk or the clerk's Elections Division will field all questions from election judges.

10. The County will make available translators capable of speaking English and Spanish to assist Spanish-speaking voters in understanding and participating in the election process in the territory covered by this agreement.

B. <u>Participating Entities' Responsibilities</u>

- 1. Before Election Day, each Participating Entity will answer questions from the public with respect to the Participating Entity's election during regular office hours of 8:00 a.m. 5:00 p.m.
- 2. The custodian of records for each Participating Entity will receive returns from the Travis County Clerk on Election Day.

V. Election Night

A. County Responsibilities

- 1. The County will be responsible for all activities on election night, including setting up a central counting station, coordinating and supervising the results tabulation, coordinating and supervising the physical layout of the support stations that are the joint election's receiving substations, and coordinating and managing election media coverage.
- 2. The County is responsible for transporting voted ballot boxes to the central counting station.
- 3. The County will appoint the presiding judge and alternate presiding judge of the central counting station to maintain order at the central counting station, to administer oaths as necessary, to receive sealed ballot boxes, and to perform such other duties that the Texas Election Code requires, and will forward such information to each Participating Entity in a timely fashion to allow the governing body of each Participating Entity to enter appropriate orders designating such election officials before the election. The presiding judge of the central counting station may appoint clerks to serve at the central counting station. In addition, the County will appoint a tabulation supervisor to be in charge of operating the automatic tabulating equipment at the central counting station; an individual to serve as central counting station manager; and an assistant counting station manager to be in charge of administering the central counting station and generally supervising the personnel working at the central counting station. The County will forward such information to each Participating Entity in a timely fashion to allow the governing body of each Participating Entity to enter appropriate orders designating such election officials before the election.
- 4. The County will provide the Participating Entities with reasonable space in a public area adjacent to the central counting station at which each Participating Entity may have representatives or other interested persons present during the counting process.

B. Participating Entities' Responsibilities

1. Other than receiving returns from the Travis County Clerk, the Participating Entities have no role or responsibility on the night of the election.

VI. County Resources

- A. The County will provide the Elections Division permanent staff and offices to administer the joint election, under the Travis County Clerk's direction.
- B. For early voting, the County will provide a locked and secure area in which voted ballot boxes will be stored until the Early Voting Ballot Board convenes. The County, by and through Administrative Operations, will be responsible for transporting the ballot boxes to the central counting station for the Early Voting Ballot Board.
- C. The County will be responsible for providing and maintaining voting equipment and testing any voting equipment as required by the Texas Election Code.
- D. The County will process the payroll for all temporary staff hired to conduct the joint election. The payroll processing includes statutory reporting and providing W-2 forms where applicable.
- E. The County will conduct early voting as indicated in this agreement.

VII. Joint Election Costs; Payment

- A. Transmitted with this agreement is a check payable to Travis County from each Participating Entity, in the amount equal to the deposit identified for each Entity in the Cost Estimate attached as Exhibit C, which is also incorporated into this agreement. This deposit represents approximately 75% of the costs of each Participating Entity's share of the estimated election costs. The County will submit an invoice to each Participating Entity for the balance of the Participating Entity's actual joint election expenses upon the election's completion. Joint-election expenses include expenses for facilities, personnel, supplies, and training that the County actually incurs for establishing and operating all early voting and election-day activities at the polling place in the joint election territory as well as activities related to tabulating votes, all as reflected on the Cost Estimate. Each Participating Entity will pay the total amount of its invoice within thirty (30) days of receiving it.
- B. In the event of a recount, the expense of the recount will be borne by the Participating Entity involved in the recount on a pro-rata basis.
- C. In the event a Participating Entity cancels its respective election because of unopposed candidates under Texas Election Code Title I, subchapter C, the Participating Entity will be responsible for its respective share of election expenses incurred through the date that the election is canceled as allocated to the cancelling entity based on the formula in the Cost Estimate, adjusted for the actual expenses incurred by the County through the date of the cancellation. When the Participating Entity cancels its election, the County will recalculate the allocation percentages among the remaining Entities according to the formula used in the Cost Estimate.

- D. In the event there are any expenses associated with processing a ballot arising from a write-in candidate, the Participating Entity that received the declaration will bear the expenses.
- E. A Participating Entity that establishes an early voting polling place, other than one that was mutually agreed upon by all Participating Entities, will bear the expense of doing so. The Cost Estimate for each individual Participating Entity will include additional polling locations for each Participating Entity, as set forth in Exhibit C.

VIII. General Provisions

A. <u>Legal Notices</u>

Each of the Participating Entities will be individually responsible for preparing the election orders, resolutions, notices, and other pertinent documents for adoption or execution by its own respective governing board and for all related expenses. Each of the Participating Entities will be individually responsible for obtaining appropriate preclearance, if necessary, from the United States Department of Justice. The Travis County Clerk will provide each Participating Entity information on changes affecting the Participating Entity's election, such as polling place changes and changes in voting equipment, when such changes are confirmed, verified, or otherwise become known to the clerk's office. Each of the Participating Entities will be individually responsible for posting or publishing election notices and for all related expenses. Each of the Participating Entities further will be individually responsible for election expenses incurred in relation to any polling place that is not a common polling place as designated in this agreement.

B. Communication

Throughout this agreement's term, the Travis County Clerk or the clerk's employee will meet as necessary with the designated representative of each Participating Entity to discuss and resolve any problems that might arise regarding the joint election.

C. <u>Custodian</u>

The Travis County Clerk will serve as the custodian of the keys to the ballot boxes for voted ballots in the joint election.

D. <u>Effective Date</u>

This agreement takes effect upon its complete execution by all Participating Entities and the County. The obligation of each Participating Entity to the County under this agreement will not end until the entity pays the County its share of the joint election costs.

IX. Miscellaneous Provisions

A. Amendment/Modification of Exhibits A, B, and C

- 1. The Participating Entities acknowledge and agree that Exhibits A, B, and C may be amended to add or remove entities wishing to participate or cease participating in the agreement. The Participating Entities agree to future amendments of Exhibits A, B, and C and authorize the County to enter into such amendments without the Entities' having to sign the future amendments. The County agrees to notify all Participating Entities of any amendments to Exhibits A, B, and C.
- 2. Except as otherwise provided, this Agreement may not be amended in any respect whatsoever except by a further agreement in writing, duly executed by the parties to this agreement. No official, representative, agent, or employee of the County has any authority to modify this Agreement except by express authorization from the Travis County Commissioners Court. No official, representative, agent, or employee of any Participating Entity has any authority to modify this agreement except by express authorization from the governing body of the respective Participating Entity. The Travis County Clerk may propose necessary amendments to this agreement in writing in order to conduct the joint election smoothly and efficiently. The Travis County Commissioners Court and the governing body of the respective Participating Entity, however, must approve any proposal.

B. Notice

Any notice to be given in this agreement, by any party to the other, must be in writing and delivered personally or by certified mail, return receipt requested, to the proper party at the addresses listed in Exhibit A.

Each party may change the address for notice to it by giving notice of the change under this section's terms.

C. Force Majeure

In the event that the County cannot perform any of its obligations in this agreement or is interrupted or delayed by any occurrence not occasioned by its own conduct, whether it be an act of God, the result of war, riot, civil commotion, sovereign conduct, or like reason, then the County will be excused from performing for such period of time as is reasonably necessary after such occurrence to remedy its effects.

D. Venue and Choice of Law

The Participating Entities agree that venue for any dispute arising under this agreement will lie in the appropriate courts of Austin, Travis County, Texas. This agreement is governed by and construed under the laws of Texas and the United States of America.

E. Entire Agreement

This agreement contains the parties' entire agreement relating to the rights granted and the obligations assumed in it, and it supersedes all prior agreements, including prior election services contracts relating to each Participating Entity's May 11, 2013 election. Any prior agreements,

promises, negotiations, or representations not expressly contained in this agreement are of no force or effect. Any oral representations or modifications concerning this agreement have no force or effect, except a subsequent amendment in writing as this agreement provides.

F. Severability

If any provision of this agreement is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability will not affect the agreement's remaining provisions; and its parties will perform their obligations under the agreement's surviving terms and provisions.

G. Breach

In the event that any Participating Entity or the County breaches any of its obligations under this agreement, the non-breaching party will be entitled to pursue any and all rights and remedies allowed by law.

H. <u>Payments from Current Revenues</u>

Payments made by the Participating Entities in meeting their obligations under this agreement will be made from current revenue funds available to the governing body of the respective Participating Entity. Payments made by the County in meeting its obligations under this agreement will be made from current revenue funds available to the County.

I. Other Instruments

The Participating Entities agree that they will execute other and further instruments or any documents as may become necessary or convenient to effectuate and carry out this agreement's purposes.

J. Third Party Beneficiaries

Except as otherwise provided in this agreement, nothing in this agreement, expressed or implied, is intended to confer upon any person, other than the parties to it, any of its benefits, rights or remedies.

K. Other Joint Election Agreements

The County and the Participating Entities expressly understand and acknowledge that each may enter into other joint election agreements with other political subdivisions, to be held on Election Day and at common polling places covered by this agreement, and that the addition of other political subdivisions as parties to this agreement will require amending Exhibits A, B, and C.

L. Mediation

When mediation is acceptable to both parties in resolving a dispute arising under this agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Texas Civil Practice and Remedies Code section 154.023. Unless both parties are satisfied with the mediation's result, the mediation will not constitute a final and binding resolution to the dispute. All communications within the scope of the mediation will remain confidential as described in section 154.023, unless both parties agree, in writing, to waive the confidentiality. Despite this, the parties intend to fully comply with the Texas Open Meetings Act and the Texas Public Information Act whenever applicable. The term "confidential" as used in this agreement has the same meanings as defined and construed under the Texas Public Information Act and the Texas Open Meetings Act.

M. <u>Counterparts</u>

This Agreement may be executed in multiple counterparts, all of which will be deemed originals and with the same effect as if all parties to it had signed the same document. All of such counterparts will be construed together and will constitute one and the same agreement.

	The parties to	this agreement	have executed	it in	multiple	copies,	each	of equal	dignity,
on this	day of		, 2013.						

TRAVIS COUNTY

BY:	g IT D
	Samuel T. Biscoe
	County Judge
BY:	Dana DeBeauvoir
	County Clerk

Name of Participating Entity	CITY OF BEE CAVE
Address	4000 GALLERIA PARKWAY
	BEE CAVE, TEXAS 78738
Name of Authorized Signatory _	CAROLINE MURPHY
Signature	I woling Brugoh
Date signed _	3 20 12

Name of Participating Entity	City of LA keway
Address	1102 Lohmans Gossing
1144.000	LAKEWAY TX 78734
Name of Authorized Signatory	DONNA Boyle
Signature	Ama Boyle
Date signed	4/1/2013

1 0	City of Manor
Address	201 E Parsons St./Pabax 387
	Manor, Tx 78653
Name of Authorized Signatory	Steve Shanks, City Manager
Signature	Mula
Date signed	4-8-13

SIGNATURE PAGE

Name of Participating Entity Austin Independent School District

Address IIII West 6th Street

Austin, Texas 78703

Name of Authorized Signatory Vincent M.Torres, President, Board of Trustees

Signature

Date signed Horil 1, 2013

Name of Participating Entity	Lake Travis 15D
Address	3322 Ranch Road 6205
	Austin, TX 70738
Name of Authorized Signatory	Sonathan W. Hill
Signature	Smoothan w. D.O
Date signed	4. 12-13

Name of Participating Entity	Manor ISD
Address	10335 US Hwy 290 E
	Manor, TX 78653
Name of Authorized Signatory	Kevin Brackmeyer, Superintendent of Schools
Signature	15 Deallinge
Date signed	3-21-13.

Name of Participating Entity	_Lost Creek Municipal Utility District_
Address	1305 Quaker Ridge Drive
	Austin, Texas 78746
Name of Authorized Signatory	-
Signature	Jon G. Clark
Date signed	_April 15, 2013

Name of Participating Entity:

Travis County Municipal Utility District No. 17

Address:

c/o Armbrust & Brown, PLLC 100 Congress Avenue, Suite 1300

Austin, Texas 78701

Name of Authorized Signatory

Frank Caldwell, President

Signature

3-1-13, 2013

Date signed

Pilot Knob MUD No. 3 Name of Participating Entity:

c/o Armbrust & Brown, PLLC 100 Congress Avenue, Suite 1300 Austin, Texas 78701 Address:

Thomas K. Rhodes, President, Board of Directors Name of Authorized Signatory

Signature

Date signed February 21, 2013

Name of Participating Entity .. Address

Travis County Emergency Services District 8

801 Bee Creek Road

Spicewood, Tx. 78669

Name of Authorized Signatory

Ed Walker

Signature

Date signed

May 11, 2013

Name of Participating Entity Travis County ESD #10

Address 353 South Commons Ford Road

Austin, TX 78733

Name of Authorized Signatory John M. Jackson

Signature

Date signed April 9, 2013

Name of Participating Entity	TRAVIS COUNTY ESD#12
Address	405 W. PARSON ST.
	MANOR, Tx 78653
Name of Authorized Signatory	JESSE ARELLAHO, PRESIDENT
Signature	Jesse Willen
Date signed	3/26/2013

Name of Participating Entity Travis County ESD No. 14

Address 15406 FM 2769

Volente TX 78641

Name of Authorized Signatory

Signature

Date signed

STEVENSON

EXHIBIT A

May 2013 Entities

Municipalities

City of Bee Cave City of Lakeway City of Manor

School Districts

Austin ISD Lake Travis ISD Manor ISD

MUDs

Lost Creek MUD
Travis County MUD 17 (establishing election)
Pilot Knob MUD #3 (establishing election)

ESDs

Travis County ESD 8 Travis County ESD 10 Travis County ESD 12 Travis County ESD 14

EXHIBIT B MAPS AND DESCRIPTIONS

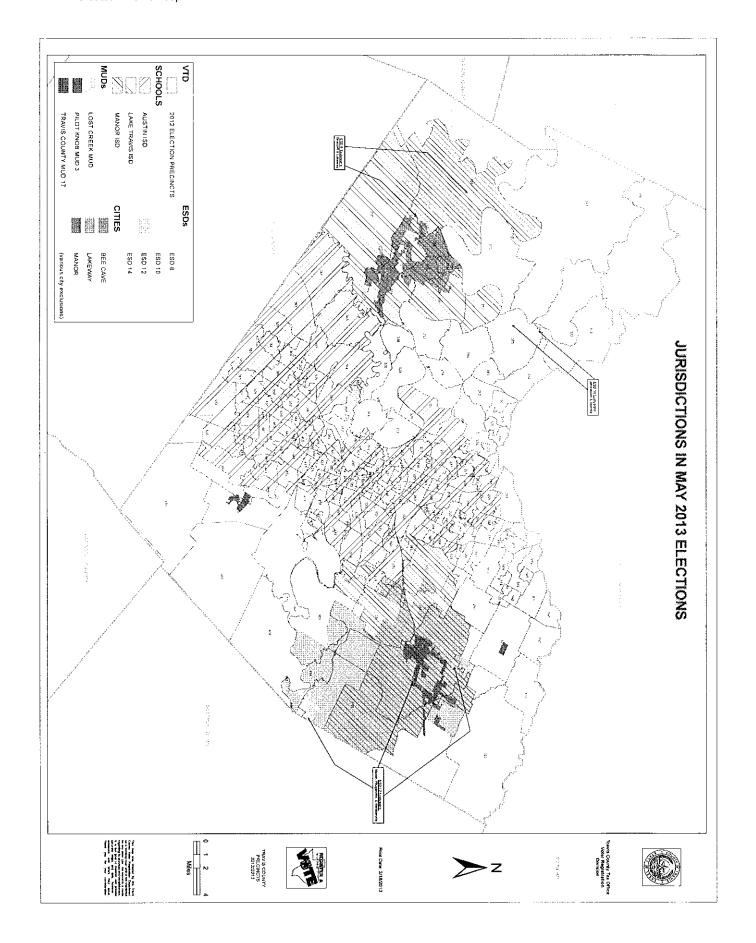


EXHIBIT C

COST ESTIMATE

	Voters in Electi Proportion: Total Costs	Proportions To	tal Costs	Projected Cost	Administration	Projected Cost Administration Equipment Rental Total Costs	Total Costs
MANOR	2,253	0.50% \$	4,283	3,871.00	387.10	25.00	4,283.10
LAKEWAY	9,350	2.06%	17,773	16,064.00	1,606.40	103.00	17,773.40
BEE CAVE	2,709	0.60%	5,149	4,654.00	465.40	30.00	5,149.40
EMER SVC DIST 8	4,433	0.98%	8,427	7,616.00	761.60	49.00	8,426.60
EMER SVC DIST 10	5,653	1.25%	10,746	9,712.00	971.20		10,745.20
EMERGENCY SERV DISTR 12	5,972	1.32%	11,352	10,260.00	1,026.00	00.99	11,352.00
EMERGENCY SVCS DIST 14	3,081	0.68%	5,857	5,293.00	529.30	34.00	5,856.30
LOST CREEK MUD	2,741	%09.0	5,210	4,709.00	470.90	30.00	5,209.90
AUSTIN ISD	376,416	82.91%	715,522	646,707.00	64,670.70	4,145.00	715,522.70
LAKE TRAVIS ISD	26,834	5.91%	51,008	46,102.00	4,610.20	296.00	51,008.20
MANOR ISD	14,558	3.21%	27,673	25,012.00	2,501.20	160.00	27,673.20
	454,000	-	863,000	780,000	78,000	5,000	863,000
				•			
Projected Costs	\$ 780,000.00		:				:
Administration	78,000.00						
Equipment Rental	5,000 00			-	:		
Total Costs	\$ 863,000.00	•					



Travis County Commissioners Court Agenda Request

Meeting Date: April 30, 2013

Prepared By/Phone Number: Ken Gaede, 854-9894; Leslie Stricklan, 854-

4778

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: County Judge Samuel T. Biscoe

AGENDA LANGUAGE:

Consider and take appropriate action regarding County building at 416 W. 11th Street, Austin, Texas (formerly PTA property). (This item may be taken into Executive Session under the Consultation with Attorney or Real Property exceptions.)

BACKGROUND/SUMMARY OF REQUEST:

In December 2012, Travis County purchased the 0.5 acre corner property at 11th and San Antonio Street in downtown Austin for development of a future County office building for the District Attorney as the primary anchor tenant. This request is for Commissioners Court approval of the project delivery method and other related actions to initiate this project and authorize the Facilities Management Department to manage the project for the County.

STAFF RECOMMENDATIONS:

The Facilities Management Department (FMD) recommends that the Commissioners Court:

- Approve the use of the Construction Manager at Risk (CMAR) project delivery method for this project based on determination that this is the best value method for this project. (Refer to Attachments 1-4 for definitions & roles, process, government code and draft schedule for the CMAR method.)
- 2. Approve the designation of FMD as the Project Manager, providing County staff support and oversight for the project.
- 3. Approve the project scope definition as a 200,000 GSF facility with

130,000 GSF office building of seven stories and 70,000 GSF parking structure of three levels underground, intended for primary occupancy by the District Attorney offices and Grand Jury Suites, with a tunnel connection to the Criminal Justice Center (CJC) complex.

4. Direct staff to work with the Purchasing Office to proceed with developing the Request for Qualifications (RFQ) for Professional Architectural/Engineering Services for this project to bring back to Commissioners Court for approval prior to issuance.

ISSUES AND OPPORTUNITIES:

The new office and parking facility will provide urgently needed space for the District Attorney to vacate the CJC complex in order to permit expected Criminal Courts expansion there, as originally anticipated when the CJC was built in 2000. The proposed facility will include 130,000 GSF office space on seven floors and 70,000 GSF underground parking structure on three levels. This will provide enough space to meet the District Attorney's projected needs through 2035, including two Grand Jury suites, a shared building amenity large conference room and ground floor retail space.

Assuming the recommended Construction Manager at Risk project delivery method is approved, the proposed overall project duration would be approximately 32 months from project initiation through construction substantial completion as shown in Attachment 4. If the Commissioners Court approves the recommended project delivery method, scope and design phase funding by the end of April 2013, the project could reach substantial completion by end of December 2015.

FISCAL IMPACT AND SOURCE OF FUNDING:

Estimated funding of \$130,858 is needed in Fiscal Year 2013 to begin programming and schematic design, and can be funded from the General Fund Allocated Reserve.

The remainder of funding needed for the design phase is estimated at approximately \$2 million. The overall project budget is estimated at \$38,530,300, including the design phase budget. The funding for the balance of the project budget will be addressed through the annual budget processes for Fiscal Years 2014 and 2015. Analysis previously presented to the Commissioners Court regarding funding for this project has focused on the future issuance of Certificates of Obligation with a 20-year maturity as the primary funding source.

If the Commissioners Court approves the project delivery method, scope and design phase funding by the end of April 2013, the construction funding should be made available by April 2014 in order to stay on schedule for proposed project substantial completion in December 2015.

ATTACHMENTS/EXHIBITS:

- Construction Manager At Risk Project Delivery Method Definitions & Roles
- 2. Construction Manager At Risk Project Delivery Method Process
- 3. Government Code for CMAR Method
- 4. Draft Project Schedule for CMAR Delivery Method

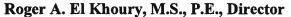
REQUIRED AUTHORIZATIONS:

N/A

Copies to:

The Honorable Rosemary Lehmberg, District Attorney
Kenneth Evans, District Attorney's Office
Cyd V. Grimes, CPM, Purchasing Agent
Marvin Brice, CPPB, Assistant Purchasing Agent
John Hille, County Attorney's Office
John Carr, Administrative Director, Facilities Management Department
Belinda Powell, Strategic Planning Manager, Planning and Budget Office

FACILITIES MANAGEMENT DEPARTMENT





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

Construction Manager at Risk (CMAR) Project Delivery Method

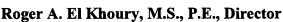
Definitions and Roles

- CMAR: Construction Manager at Risk. The CMAR is a consultant to the Owner during the design phase. However, after the Guaranteed Maximum Price (GMP) is established and the project progresses into the construction phase, the CMAR assumes the role of a general contractor and is no longer serving as an agent for the Owner. The CMAR assumes the risk for construction of the facility at the contracted price. Through a competitive bidding process, the CMAR selects subcontractors for the various elements of the construction and is responsible for their performance.
- A/E: Architect / Engineer. The design team is composed of the selected architecture firm, their engineering team members, and other specialty design consultants as required for the Project. The A/E is hired through the RFQ procurement process based on the team best qualified to design this specific project. The A/E team is professionally responsible for the building and site design, for applying their professional seals to the project documents, and for providing construction phase services to observe the construction and advise the owner on construction quality and conformance to the plans and specifications.
- PM: **Project Manager.** In accordance with the A/E and CMAR contracts, FMD acts as the Owner's agent on behalf of the Commissioners Court, providing County staff support and project oversight. The PM manages all aspects of the project from initiation to final completion and close-out of all project contracts. The PM manages the various project contracts, including that of the A/E and the CMAR, insuring that the consultants, contractors, and vendors are complying with their contract requirements and delivering to the County the intended products and services. In the role of PM, FMD also manages the design, selection, procurement, delivery, and installation of furniture (FF&E) for the project. In cooperation with the users, the County's Information Technology Services Department, and the vendor providing moving services, FMD manages and coordinates the transition and move to the new facility. The PM facilitates the coordination of the various project elements and communication between the multiple parties, including County staff and departments. All project management related to procurements is done in close cooperation with Purchasing.
- CA: Contract Administrator. The Travis County Purchasing Agent acts as the overall Contractor Administrator. The Contractor Administrator may designate representatives to transmit instructions and receive information. The Contractor Administrator acts as the County's representative in the issuance and administration of any Contract in relation to disputes. Any document, notice, or correspondence not

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issued by or to the Contract Administrator in relation to disputes is void unless otherwise stated in the Contract. If the Contractor does not agree with any document, notice, or correspondence issued by the Contract Administrator, or other authorized County person, the Contractor must submit a written notice to the Contract Administrator within thirty calendar days after receipt of the document, notice, or correspondence outlining the exact point of disagreement in detail. If the matter is not resolved to the Contractor's satisfaction, the Contractor may submit a written Notice of Appeal to the Travis County Commissioners Court, through the Contractor Administrator, if the Notice is submitted within ten calendar days after receipt of the unsatisfactory reply. The Contractor then has the right to be heard by Travis County Commissioners Court.

FACILITIES MANAGEMENT DEPARTMENT





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

Construction Manager at Risk (CMAR) Project Delivery Method

Process

Project Initiation:

Commissioners Court approves:

- Construction Manager at Risk (CMAR) Project Delivery Method
- Facilities Management Department (FMD) as Project Manager
- Project Scope, including designation of primary occupant
- Project Budget and Funding
- Project Schedule

Pre-Design Phase:

Competitive Procurement of Architect / Engineering Firm (A/E):

- FMD, Purchasing, and County Attorney collaborate to prepare A/E procurement documents including RFQ, Selection Criteria, draft PSA (contract), and Scope of Services
- Court approves RFQ documents and A/E Selection Committee
- Purchasing issues RFQ
- A/E firms prepare and submit RFQ response to Purchasing
- Under Purchasing oversight, A/E Selection Committee reviews RFQ responses and ranks respondents
- Court approves negotiations to begin with highest-ranked A/E respondent
- FMD, Purchasing, & County Attorney negotiate contract and fee with highest-ranked firm
- Court approves A/E contract

Competitive Procurement of Construction Manager at Risk (CMAR):

- CMAR procurement process begins during Pre-Design Phase, following commencement
 of A/E procurement, with the goal to have the CMAR under contract by Design
 Development Phase
- FMD, Purchasing, and County Attorney collaborate to prepare CMAR procurement documents including RFQ/RFP, Selection Criteria, and CMAR Contract
- CMAR procurement documents will also include A/E's Schematic Design documents depicting preliminary construction Scope of Work
- Court approves RFQ/RFP documents and CMAR Selection Committee

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• Purchasing issues RFQ and forms CMAR Selection Committee. FMD recommends A/E team be represented on CMAR Selection Committee.

- CMAR firms prepare and submit response to RFQ
- CMAR Selection Committee reviews RFQ responses and short lists up to 5 respondents
- Short-listed respondents prepare and submit responses to RFP. RFP responses to include proposed pre-construction fee, construction management fee, general conditions costs, CMAR contingency, and other relevant information
- CMAR Selection Committee reviews RFP responses and ranks respondents
- Court approves negotiations to begin with highest-ranked CMAR respondent
- FMD, Purchasing, & County Attorney negotiate contract and fee with highest-ranked firm
- Court approves CMAR contract (although the CMAR procurement begins during the Pre-Design Phase, the goal is to have the contract ready for Court approval by the Design Development Phase below)

Design Phase:

Schematic Design:

- Purchasing issues NTP to A/E
- A/Es meet with FMD, ITS, and User Departments to validate and complete the design criteria, identification of space needs, and other Owner project requirements
- A/Es prepare Schematic Design (SD) documents
- FMD, Information Technology Services (ITS), and user departments review and approve SD documents
- FMD and A/E reconcile SD cost estimate to keep project within budget and scope
- Court approves SD documents

Design Development:

- A/Es prepare Design Development (DD) documents
- Purchasing issues NTP to CMAR for Pre-Construction Services
- CMAR begins reviewing DD documents and providing cost, constructability, and value engineering (VE) recommendations
- FMD, ITS, and user Departments review and approve DD documents
- FMD and CMAR reconcile DD cost estimate to keep project within budget and scope
- A/E completes site plan documents and submits for regulatory review and approval
- A/E prepares furniture plans in cooperation with FMD and the User groups
- FMD manages preparation of furniture lists including existing furniture to be moved to the new building, existing furniture to be moved to the Purchasing warehouse, and new furniture

Construction Documents:

- A/Es prepare Construction Documents (CDs)
- CMAR reviewing CD's and continues providing cost, constructability, and VE recommendations

- CMAR and Travis County Purchasing host HUB Mixer
- FMD, ITS, and user Departments review and approve CDs
- FMD and CMAR reconcile CD cost estimate to keep project within budget and scope
- A/E submits completed CDs for building permit review and approval
- CMAR begins subcontractor bidding process with completed CDs
- CMAR develops Guaranteed Maximum Price (GMP)
- FMD and Purchasing review GMP prior to submitting for Court agenda
- Court approves GMP

Construction Phase:

- Purchasing issues Construction Phase NTP to CMAR following Court approval of GMP
- Construction Phase begins with NTP and ends with Substantial Completion
- In coordination with Purchasing, FMD obtains furniture quotes from vendors, prepares furniture delivery schedules, and begins furniture procurement process
- FMD coordinates with Users, ITS, and County move vendor to plan and schedule moves to new building
- Change Orders exceeding \$50,000 will be brought to Court for approval

Transition Phase:

- CMAR completes Punch List items to achieve Final Completion
- ITS installs network equipment and brings network up in new building
- FMD manages delivery and installation of new furniture
- FMD manages User Department move into new spaces
- FMD works with A/E, CMAR, and other vendors to close-out contracts

Post-Occupancy / Warranty Phase:

- Warranty issues are communicated and monitored by FMD Maintenance
- Upon close-out of all project contracts, FMD's project management role mostly ends unless a latent design defect or latent construction defect surfaces, at which point FMD will manage the resolution of such issues

Government Code - CMAR Method

Vernon's Texas Statutes and Codes Annotated Government Code

Title 10. General Government

Subtitle F. State and Local Contracts and Fund Management

See Chapter 2267. Contracting and Delivery Procedures for Construction Projects

Subchapter F. Construction Manager-At-Risk Method

§ 2267.251. Contracts for Facilities: Construction Manager-at-risk

- (a) In this chapter, the "construction manager-at-risk method" is a delivery method by which a governmental entity contracts with an architect or engineer for design and construction phase services and contracts separately with a construction manager-at-risk to serve as the general contractor and to provide consultation during the design and construction, rehabilitation, alteration, or repair of a facility.
- (b) A construction manager-at-risk is a sole proprietorship, partnership, corporation, or other legal entity that assumes the risk for construction, rehabilitation, alteration, or repair of a facility at the contracted price as a general contractor and provides consultation to the governmental entity regarding construction during and after the design of the facility. The contracted price may be a guaranteed maximum price.
- (c) A governmental entity may use the construction manager-at-risk method in selecting a general contractor for the construction, rehabilitation, alteration, or repair of a facility only as provided by this subchapter.

§ 2267.252. Use of Architect or Engineer

- (a) On or before the selection of a construction manager-at-risk, the governmental entity shall select or designate an architect or engineer to prepare the construction documents for the project.
- (b) The governmental entity's architect or engineer for a project may not serve, alone or in combination with another person, as the construction manager-at-risk unless the architect or engineer is hired to serve as the construction manager-at-risk under a separate or concurrent selection process conducted in accordance with this subchapter. This subsection does not prohibit the governmental entity's architect or engineer from providing customary construction phase services under the architect's or engineer's original professional service agreement in accordance with applicable licensing laws.

§ 2267.253. Selection Process

- (a) The governmental entity shall select the construction manager-at-risk in a one-step or two-step process.
- (b) The governmental entity shall prepare a single request for proposals, in the case of a one-step process, and an initial request for qualifications, in the case of a two-step process, that includes:
- (1) a statement as to whether the selection process is a one-step or two-step process;
- (2) general information on the project site, project scope, schedule, selection criteria and the weighted value for each criterion, and estimated budget and the time and place for receipt of the proposals or qualifications; and
- (3) other information that may assist the governmental entity in its selection of a construction manager-at-risk.
- (c) The governmental entity shall state the selection criteria in the request for proposals or qualifications.
- (d) If a one-step process is used, the governmental entity may request, as part of the offeror's proposal, proposed fees and prices for fulfilling the general conditions.

- (e) If a two-step process is used, the governmental entity may not request fees or prices in step one. In step two, the governmental entity may request that five or fewer offerors, selected solely on the basis of qualifications, provide additional information, including the construction manager-at-risk's proposed fee and prices for fulfilling the general conditions.
- (f) At each step, the governmental entity shall receive, publicly open, and read aloud the names of the offerors. At the appropriate step, the governmental entity shall also read aloud the fees and prices, if any, stated in each proposal as the proposal is opened.
- (g) Not later than the 45th day after the date on which the final proposals are opened, the governmental entity shall evaluate and rank each proposal submitted in relation to the criteria set forth in the request for proposals.

§ 2267.254. Selection of Offeror

- (a) The governmental entity shall select the offeror that submits the proposal that offers the best value for the governmental entity based on the published selection criteria and on its ranking evaluation.
- (b) The governmental entity shall first attempt to negotiate a contract with the selected offeror.
- (c) If the governmental entity is unable to negotiate a satisfactory contract with the selected offeror, the governmental entity shall, formally and in writing, end negotiations with that offeror and proceed to negotiate with the next offeror in the order of the selection ranking until a contract is reached or negotiations with all ranked offerors end.
- (d) Not later than the seventh day after the date the contract is awarded, the governmental entity shall make the rankings determined under Section 2267.253(g) public.

§ 2267.255. Performance of Work

- (a) A construction manager-at-risk shall publicly advertise for bids or proposals and receive bids or proposals from trade contractors or subcontractors for the performance of all major elements of the work other than the minor work that may be included in the general conditions.
- (b) A construction manager-at-risk may seek to perform portions of the work itself if:
- (1) the construction manager-at-risk submits its bid or proposal for those portions of the work in the same manner as all other trade contractors or subcontractors; and
- (2) the governmental entity determines that the construction manager-at-risk's bid or proposal provides the best value for the governmental entity.

§ 2267.256. Review of Bids or Proposals

- (a) The construction manager-at-risk shall review all trade contractor or subcontractor bids or proposals in a manner that does not disclose the contents of the bid or proposal during the selection process to a person not employed by the construction manager-at-risk, architect, engineer, or governmental entity. All bids or proposals shall be made available to the governmental entity on request and to the public after the later of the award of the contract or the seventh day after the date of final selection of bids or proposals.
- (b) If the construction manager-at-risk reviews, evaluates, and recommends to the governmental entity a bid or proposal from a trade contractor or subcontractor but the governmental entity requires another bid or proposal to be accepted, the governmental entity shall compensate the construction manager-at-risk by a change in price, time, or guaranteed maximum cost for any additional cost and risk that the construction manager-at-risk incurs because of the governmental entity's requirement that another bid or proposal be accepted.

§ 2267.257. Default; Performance of Work

If a selected trade contractor or subcontractor defaults in the performance of its work or fails to execute a subcontract after being selected in accordance with this subchapter, the construction manager-at-risk may itself fulfill, without advertising, the contract requirements or select a replacement trade contractor or subcontractor to fulfill the contract requirements.

§ 2267.258. Performance or Payment Bond

- (a) If a fixed contract amount or guaranteed maximum price has not been determined at the time the contract is awarded, the penal sums of the performance and payment bonds delivered to the governmental entity must each be in an amount equal to the construction budget, as specified in the request for proposals or qualifications.
- (b) The construction manager-at-risk shall deliver the bonds not later than the 10th day after the date the construction manager-at-risk executes the contract unless the construction manager-at-risk furnishes a bid bond or other financial security acceptable to the governmental entity to ensure that the construction manager will furnish the required performance and payment bonds when a guaranteed maximum price is established.

CONSTRUCTION MANAGER AT RISK (CMAR) OPTION: 31.6 MONTHS

DRAFT PROJECT SCHEDULE - CMAR OPTION 416 W. 11TH NEW BUILDING

Ex Delivery Method 14 VE RQ	TASK	DAYS								ļ	1,1	-		25-13 43
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^{*} Total Duration is from initial Court approval until Substantial Completion, not including Final Completion.



Travis County Commissioners Court Agenda Request

Meeting Date: April 30, 2013

Prepared By/Phone Number: Sherine E. Thomas, 854-9431 Elected/Appointed Official/Dept. Head: David A. Escamilla Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE: Consultation with County Attorney, receive briefing and take appropriate action regarding Travis County Chapter 9\10 – 2012-13 TNR Investigation re: work environment and facilities (EXECUTIVE SESSION UNDER GOV'T. CODE ANN. §551.071, CONSULTATION WITH ATTORNEY)

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:



Travis County Commissioners Court Agenda Request

Meeting Date: April 30, 2013

Prepared By/Phone Number: Sherine E. Thomas, 854-9431 Elected/Appointed Official/Dept. Head: David A. Escamilla Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE: In consultation with County Attorney, receive briefing; appoint representative for mediation; and take appropriate action in *Susan E. Roehm vs. Travis County; James D. Moore, Individually; Greg Hamilton, Individually* (EXECUTIVE SESSION UNDER GOV'T. CODE ANN. §551.071, CONSULTATION WITH ATTORNEY)

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:



Travis County Commissioners Court Agenda Request

Meeting Date: April 30, 2013

Prepared By/Phone Number: Adriana Ramos, 854-3110 Elected/Appointed Official/Dept. Head: David A. Escamilla Commissioners Court Sponsor: Hon. Samuel T. Biscoe

AGENDA LANGUAGE:

CONSULTATION WITH COUNTY ATTORNEY, AUTHORIZE COUNTY ATTORNEY TO ACCEPT, REJECT, OR COUNTER SETTLEMENT OFFER, AND/OR TAKE APPROPRIATE ACTION IN CAUSE NO. D-1-GN-11-000323; ELIDA GARZA V. TRAVIS COUNTY, TEXAS, IN THE 250TH JUDICIAL DISTRICT, TRAVIS COUNTY TEXAS. (EXECUTIVE SESSION ALSO, PURSUANT TO TEX. GOVT. CODE ANN., SECTIONS 551.071(1)(A) AND 551.071(1)(B))

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

N/A

STAFF RECOMMENDATIONS:

N/A

ISSUES AND OPPORTUNITIES:

N/A

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A

REQUIRED AUTHORIZATIONS:

Leslie W. Dippel, County Attorney, 854-9841 Laurie R. Eiserloh, County Attorney, 854-6906 William Paterson, Risk Management, 854-9650

Travis County Commissioners Court Agenda Request

Meeting Date: April 30, 2013

Prepared By: Gayla Dembkowski Phone #: 854-7642

Division Director/Manager: Anna Bowlin

Department Head: Steven M. Manilla, P.E., County Executive-TNR Sponsoring Court Member: Commissioner Daugherty, Precinct Three

AGENDA LANGUAGE: Approve setting a public hearing on Tuesday, May 14, 2013 to receive comments regarding street name assignments for unnamed private easements to be known as "Wild River Road", "Hupedo Ranch Road", and "Howards Way" in Precinct Three.

BACKGROUND/SUMMARY OF REQUEST:

Approve setting a public hearing on Tuesday, May 14, 2013 to receive comments regarding unnamed private easements to be known as "Wild River Road", "Hupedo Ranch Road", and "Howards Way".

Emergency responders who were sent to evacuate during the wildfires in 2011 reported confusion because of a street name sign placed at a private easement that was not in their database. The name on the sign, "Larry Linda Lane", did not go through the street name procedure.

Property owners were contacted and have chosen names for private easements that lead to ranches and approved through 911 Addressing. Starting at Fall Creek Road the names are "Wild River Road", "Hupedo Ranch Road" and "Howards Way". The property owners will provide directional signs placed along the two mile private easements leading to each destination.

STAFF RECOMMENDATIONS:

Staff recommends a group street name assignment for unnamed private easements to be known as "Wild River Road", "Hupedo Ranch Road", and "Howards Way".

This street name assignment does not imply Travis County maintenance in any way. Street name signs are the responsibility of the property owners.

ISSUES AND OPPORTUNITIES:

This street name assignment is not on a road that Travis County maintains.

FISCAL IMPACT AND SOURCE OF FUNDING:

None.

ATTACHMENTS/EXHIBITS:

Map-1 Signed ballots

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Anna Bowlin	Division Manager	Development Services	854-7561
CC:			

: :

4101 - Road, Bridge, Fleet Svs - Wild River Road, Hupedo Ranch Road and Howards Way

