



Travis County Commissioners Court Agenda Request

Meeting Date: January 28, 2014

Prepared By: Michael Hettenhausen, Planner **Phone #:** (512) 854-7563

Division Director/Manager: Anna Bowlin, Division Director of Development Services and Long Range Planning

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

Sponsoring Court Member: Commissioner Todd, Precinct Two

AGENDA LANGUAGE: Receive comments regarding a plat for recording: Raceway Single Family Subdivision Section Four (A Small Lot Subdivision) Final Plat. The resubdivision of Lots 21-24, Northridge Acres Number Two Subdivision, makes a total of 84 Lots, Grand Avenue Parkway, City of Austin ETJ in Precinct Two.

BACKGROUND/SUMMARY OF REQUEST:

This final plat of the re-subdivision consists of 84 total lots; 83 Single Family Lots and 1 landscape Lot on 18.96 acres. The proposed plat boundaries are located within the previously platted Northridge Acres Number Two Subdivision. The applicant proposes to divide Lots 21-24 of the Northridge Acres Number Two Subdivision into the Raceway Single Family Subdivision Section Four Final Plat. There are 5,071 linear feet of public streets proposed with this final plat. The parkland fees in lieu of dedication have been paid to Travis County in the amount of \$44,158.00. A fiscal surety will be posted with the City of Austin prior to the Court taking action. Water and wastewater services will be provided by the City of Austin.

STAFF RECOMMENDATIONS:

The final plat for resubdivision meets all Travis County standards and is scheduled for approval at the City of Austin Zoning and Platting Commission (ZAP) meeting on January 7, 2014, Single Office staff recommend approval of this motion.

ISSUES AND OPPORTUNITIES:

Notification of the hearing for the final plat to resubdivision at ZAP and the Commissioners Court was mailed to current owners of property and registered neighborhoods associated within 500 feet of the proposed subdivision. These addresses were obtained from the Travis Central Appraisal District current tax rolls. The Single Office records show that required property owners under Title 30 received notification. Single Office has registered no interested parties for this application.

As part of the requirements for a plat re-subdivision, a public hearing sign will be placed on the subject property to announce the date, time, and location of the public hearing. Should TNR receive any inquiries from adjacent property owners as a result of the mail-out or sign placement, an addendum to this backup memorandum will be provided to the Court prior to the public hearing.

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A

ATTACHMENTS/EXHIBITS:

- Precinct map
- Location map
- Existing final plat
- Proposed final plat

REQUIRED AUTHORIZATIONS:

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|-------------------|-------------------|-----|----------------|
| Cynthia McDonald | Financial Manager | TNR | (512) 854-4239 |
| Steven M. Manilla | County Executive | TNR | (512) 854-9429 |
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**1101 - Development Services Long Range Planning - Raceway Single Family Subdivision
Section Four (A Small Lot Subdivision) Final Plat**



Travis County Commissioners Court Agenda Request

Meeting Date: January 28, 2014

Prepared By: Paul Scoggins Engineer Specialist **Phone #:** (512) 854-7619

Division Director/Manager: Anna Bowlin, Division Director of Development Services and Long Range Planning

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

Sponsoring Court Member: Commissioner Daugherty, Precinct Three

AGENDA LANGUAGE: Receive comments regarding a request to authorize the filing of an order to convert the public right-of-way known as Cueva de Oro Cove within The Preserve at Lost Gold Cave, Phase I to a private street - Precinct Three.

BACKGROUND/SUMMARY OF REQUEST:

On November 29, 2005 Travis County Commissioners Court passed an order authorizing the filing for record of the plat of The Preserve at Lost Gold Cave, Phase I. In that order the developer signed a statement which dedicated the street shown on the plat to the public. The subject street known as Cueva de Oro Cove was later accepted for maintenance by Travis County Commissioners Court on May 21, 2013.

In a letter from Robert C. Thompson, P.E., dated August 15, 2013, Mr. Thompson requests that Cueva de Oro Cove be converted to a private street, which takes an action of the Travis County Commissioners Court. The letter further states the reasons for converting the street to private to be as follows:

- Limit the amount of traffic and provide a safe environment for pedestrians;
- Provide the subdivision with security;
- Allow the installation of community landscaping, irrigation, and monumentation without a License Agreement; and
- Limit the amount of traffic into the subdivision which would help reduce the pollutant load to the creek (all of the drainage from the subdivision goes to Eanes Creek, a Water Supply Suburban watershed).

Declaration of Covenants, Conditions, and Restrictions (DCCRs) for the subdivision have been recorded. These DCCRs show that there is a body in place to collect fees and maintain "Common Properties" including private roads. The property owners have signed requests to abandon and discontinue the public right-of-way known as Cueva de Oro Cove.

Eanes ISD, Emergency Services Department #9 Westlake (ESD #9), City of Austin's Development Services Process Coordinator, and utility companies known to be operating in the area have stated they have no objection to privatizing the subject street. Access for utilities and emergency services will remain.

STAFF RECOMMENDATIONS:

The request has been reviewed by TNR and staff finds the request meets Section 82.206(c) of the Travis County Standards for Construction of Streets and Drainage in Subdivisions. As of this memo, staff has not received any inquiries in regards to this request. As such, TNR staff recommends the request.

ISSUES AND OPPORTUNITIES:

Lot owners within the subdivision have signed letters requesting Cueva de Oro Cove be abandoned and discontinued. It is understood that if there are future plans to gate the development that construction plans will be needed along with a permit application.

FISCAL IMPACT AND SOURCE OF FUNDING:

None.

ATTACHMENTS/EXHIBITS:

- Request Letter
- Order
- Plat Map
- Lot Owners Letters and Statements of Utility Companies, City of Austin, Emergency Services, Eanes ISD
- Sign Affidavit, Pictures, and Maps

REQUIRED AUTHORIZATIONS:

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|-------------------|---|-----|----------------|
| Cynthia McDonald | Financial Manager | TNR | (512) 854-4239 |
| Steven M. Manilla | County Executive | TNR | (512) 854-9429 |
| Anna Bowlin | Division Director of Development Services and Long Range Planning | TNR | (512) 854-7561 |
| Don Grigsby | Engineer Associate | TNR | (512) 854-7560 |

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| Stacey Scheffel | Permit Program Manager | TNR | (512) 854-7565 |
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1101 - Development Services Long Range Planning - The Preserve at Lost Gold Cave, Phase I



Travis County Commissioners Court Agenda Request

Meeting Date: January 28, 2014

Prepared By/Phone Number: Diana Ramirez (512) 854-9694

Elected/Appointed Official/Dept. Head: Leslie Browder, County Executive

Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE: APPROVE RESOLUTION HONORING WILLIAM DERRYBERRY ON HIS RETIREMENT FROM THE PLANNING AND BUDGET OFFICE AFTER 14 YEARS OF SERVICE

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS: See attached resolution.

STAFF RECOMMENDATIONS: PBO recommends approval of the resolution.

ISSUES AND OPPORTUNITIES: None.

FISCAL IMPACT AND SOURCE OF FUNDING: None.

REQUIRED AUTHORIZATIONS:

Leslie Browder, County Executive, Planning and Budget Office
Jessica Rio, Budget Director, Planning and Budget Office
County Judge's Office



Travis County Commissioners Court Agenda Request

Meeting Date: Tuesday, January 28, 2014
Prepared By/Phone Number: Deece Eckstein, 854-9754
Elected/Appointed Official/Dept. Head: Deece Eckstein, 854-9754
Commissioners Court Sponsor: Commissioner Daugherty

AGENDA LANGUAGE:

APPROVE RESOLUTION HONORING THE LIFE OF ANDREA SLOAN.

SUMMARY AND IGR RECOMMENDATION:

Austin attorney **Andrea Sloan**, the Executive Director of the Texas Advocacy Project, succumbed to cancer after a seven-year struggle on January 1, 2014. The Texas Advocacy Project, which provides free legal services to victims of domestic violence, sexual assault and stalking throughout Texas, worked closely with the Travis County Sheriff's Office and other community groups to promote domestic violence awareness.

IGR recommends that the Commissioners Court adopt the enclosed resolution honoring her life and her service to the people of Travis County and of Texas, and execute two copies of it for her family.

NAMES, PHONE NUMBERS AND EMAIL ADDRESSES OF PERSONS WHO MIGHT BE AFFECTED BY OR BE INVOLVED WITH THIS REQUEST:

Greg Hamilton
Travis County Sheriff
Email: Greg.Hamilton@co.travis.tx.us

Jim Sylvester
Chief Deputy Sheriff, Travis County Sheriff's Office
Email: Jim.Sylvester@co.travis.tx.us

**MEMORIAL RESOLUTION
HONORING THE LIFE OF
ANDREA SLOAN**

WHEREAS, Andrea Sloan was born on January 23, 1968, and graduated from high school in Tyler, Texas; and,

WHEREAS, Andrea attended the University of Texas at Austin, earning a Bachelor of Arts in Government and a Juris Doctor degree, serving as a legislative aide to Representatives James Hury and Jim McReynolds during that time; and,

WHEREAS, Andrea began practicing law while also serving her community through leadership roles in organizations like the Texas Freedom Network, the Texas Hill Country Ride for AIDS and United Way of Central Texas; and,

WHEREAS, in 2005 she was named Executive Director and General Counsel for the Texas Advocacy Project, where she oversaw a staff of attorneys providing free legal services to victims of domestic violence and sexual assault for almost a decade; and,

WHEREAS, Andrea and the Texas Advocacy Project worked closely with the Travis County Sheriff's Office on community outreach and education programs regarding domestic violence awareness; and,

WHEREAS, Andrea was diagnosed with ovarian cancer in 2006 and waged an inspiring struggle against the disease, living her joy-filled life while enlisting thousands in "Andi's Army" in an ongoing battle to reform the pharmaceutical industry's compassionate use policies; and,

WHEREAS, Andrea lost her battle with cancer on January 1, 2014, and Andrea's friends and family will celebrate her life in a memorial service to be held on Friday, January 31; and,

WHEREAS, the people of Travis County and the entire state of Texas benefitted from her extraordinary life and passionate commitment to "serving up a bowl of justice," as she liked to say; NOW, THEREFORE,

BE IT RESOLVED that the Travis County Commissioners Court honors the life and work of Andrea Sloan; and

BE IT FURTHER RESOLVED that the Travis County Commissioners Court requests this resolution be shared with her family as a token of its respect and an expression of its condolences.

IN WITNESS whereof we have hereunto set our hands this 28th day of January, 2014.

SAMUEL T. BISCOE
COUNTY JUDGE

RON DAVIS
COMMISSIONER, PRECINCT 1

BRUCE TODD
COMMISSIONER, PRECINCT 2

GERALD DAUGHERTY
COMMISSIONER, PRECINCT 3

MARGARET J. GÓMEZ
COMMISSIONER, PRECINCT 4



Travis County Commissioners Court Agenda Request

Meeting Date: January 21, 2014

Prepared By: Anna Bowlin, Division Director of Development Services and Long Range Planning

Phone #: (512) 854-7561

Division Director/Manager: Steven M. Manilla, P.E., County Executive-TNR

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

Sponsoring Court Member: County Judge Samuel T. Biscoe

AGENDA LANGUAGE: Consider and take appropriate action the proposed Watershed Protection Amendments to Title 30.

BACKGROUND/SUMMARY OF REQUEST:

On October 17, 2013 the Austin City Council passed a comprehensive amendment to the Watershed Protection Ordinance that is in effect inside the city limits. The City of Austin is requesting similar watershed protection amendments to Title 30 the combined Travis County and City of Austin code in the ETJ. The purpose of the watershed protection amendments is to improve creek and floodplain protection, prevent unsustainable public expense on drainage systems, simplify development regulations where possible, and minimize the impact of any changes on individual and collective abilities to develop land.

The Summary of Proposed Regulations:

Creek Protection:

One major cornerstone of the new amendment is the extension of the Critical Water Quality Zone (CWQZ) buffer to headwaters streams with 64 acres of drainage in the city's ETJ. This change will be most significant in the eastern suburban watersheds, which currently only protects streams up to 320 acres of drainage. In addition, a number of western watersheds currently only protect streams up to 128 acres of drainage. Another fundamental part of the amendment is the establishment of the erosion hazard zone and the prohibition on development within this setback. Additional provisions ensure that improvements within the CWQZ, such as parks and trails, minimize disturbance to existing vegetation and drainage patterns.

Floodplain Protection:

Another major revision of the amendment is to adjust the approach to protecting and enabling the recovery of degraded waterways by strengthening rules for floodplain design and modification. The proposed development will need to plan for fully

vegetated natural floodplains rather than altered mowed floodplains. The floodplain modification will be prohibited within the CWQZ, except for public health and safety, significant environmental benefits, and developments already permitted (e.g., road crossings). In addition to these exceptions, floodplain modification will be allowed outside of the CWQZ if a functional assessment of floodplain health determines the area to be in poor or in fair condition. The modification must be offset through on-site restoration or off-site mitigation where restoration is infeasible.

Improved Stormwater Controls:

To improve structural stormwater controls, the amendment will revise the current threshold for water quality controls from 20 percent of net site area to 8,000 square feet, and require controls to be accessible for maintenance and inspection, also requires maintenance plans, and third-party inspections for subsurface controls. In addition, the amendment will remove the requirement for isolating the water quality volume from larger flood flows.

Mitigation Options:

The amendment will improve the existing, limited transfers of development rights sections within the code to allow for increased flexibility and protection of additional environmental resources (e.g., floodplains).

Simplifying Regulations and Maintaining Opportunity:

One of the purposes of the amendments is to simplify development regulations where possible and minimize the impact of any changes on individual and collective abilities to develop land. In order to offset impacts from the new core protections of this amendment, a number of trade-off provisions are proposed for the eastern suburban watersheds, including:

- Using gross site area instead of net site area to calculate impervious cover.
- Eliminating the Water Quality Transition Zone.
- Allowing "buffer averaging" to reduce the width of buffers by up to 1/2 of the overall amount of area protected remains the same.
- Allowing additional uses within the upper half of the CWQZ, including green stormwater controls and utilities.

In addition to these offsets, a large number of clarifications and corrections of the existing code and policy interpretations are proposed as well.

STAFF RECOMMENDATIONS:

The City of Austin has conducted an extensive stakeholder process to discuss this proposed code amendment. Travis County, along with a diverse group of over 200 stakeholders have been a part of the 2 year stakeholder process. The City of Austin has worked closely with Travis County during the development of the proposed ordinance to align with the county's water quality regulations whenever possible. The

proposed code amendments must be approved by both Travis County and the City of Austin prior to being included in Title 30. TNR recommends this item.

ISSUES AND OPPORTUNITIES:

Notice of this public hearing was placed in the newspaper and on the Transportation and Natural Resources website.

FISCAL IMPACT AND SOURCE OF FUNDING:

None

ATTACHMENTS/EXHIBITS:

Proposed Watershed Protection Amendments to Title 30
 Takings Impact Analysis
 Order

REQUIRED AUTHORIZATIONS:

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|-------------------|--|--------------------------|----------------|
| Cynthia McDonald | Financial Manager | TNR | (512) 854-4239 |
| Steven M. Manilla | County Executive | TNR | (512) 854-9429 |
| Tom Nuckols | County District Attorney Division Director | County Attorney's Office | (512) 854-9415 |
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| Julie Joe | Attorney IV | County Attorney's Office | (512) 854-9415 |
| Tom Weber | Enviromental Program Manager | TNR | (512) 854-4629 |
| Jon White | Natural Resources Enviromental Quality Division Director | TNR | (512) 854-7212 |
| Matt Hollon | COA | City of Austin | (512) 974-2212 |

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1101 - Development Services Long Range Planning - Title 30 Code Amendment

**ORDER OF THE TRAVIS COUNTY COMMISSIONERS COURT
ADOPTING WATER QUALITY AMENDMENTS TO TITLE 30,
TRAVIS COUNTY/CITY OF AUSTIN SUBDIVISION REGULATIONS**

WHEREAS, Subchapter A, Chapter 232 of the Local Government Code authorizes Travis County to adopt reasonable specifications for drainage in a subdivision;

WHEREAS, Subchapter E, Chapter 232 of the Local Government Code authorizes Travis County to adopt subdivision regulations to promote health, safety, welfare, and orderly development;

WHEREAS, Chapter 573 of the Local Government Code authorizes Travis County to take any necessary or proper action to comply with the requirements of the storm water permitting program under the national pollutant discharge elimination system (Section 402, Federal Water Pollution Control Act (33 U.S.C.A. Section 1342));

WHEREAS, Subchapter I, Chapter 16 of the Water Code authorizes Travis County to adopt comprehensive floodplain management rules that it determines are necessary and appropriate; and

WHEREAS, Travis County's Municipal Separate Storm Sewer System ("MS4") permit sets out a broad mandate that requires Travis County to implement rules that:

- (1) Cover its entire jurisdiction;
- (2) Control construction sites disturbing more than one acre of land;
- (3) Ensure developments adequately manage runoff after being built;
- (4) Eliminate pollutant discharges into our storm sewers from industrial and commercial enterprises;
- (5) Reduce pollutants in runoff from road construction; and
- (6) Set out enforcement policies that will deter and correct violations;

WHEREAS, Travis County and the City of Austin, in fulfillment of the requirements of Chapter 242, Local Government Code, relating to the joint regulation of subdivisions in the city's extraterritorial jurisdiction (ETJ), adopted into their respective codes Title 30, Austin/Travis County Subdivision Regulations relating to plats, subdivision construction plans, and subdivision of land in the ETJ, which took effect on December 22, 2003; and

WHEREAS, the City of Austin has notified Travis County that the Austin City Council has adopted an ordinance to include certain water quality amendments to Title 30, Austin/Travis County Subdivision Regulations;

WHEREAS, newspaper notice was published of proposed amendments to the Travis County Code, and although the regulations are exempt, the Commissioners Court prepared a takings impact assessment and published newspaper notice of it pursuant to Chapter 2007 of the Government Code;

WHEREAS, Travis County now desires to amend Title 30, Austin/Travis County Subdivision Regulations relating to water quality protection by adopting the attached amendments; and

NOW, THEREFORE:

1. The Commissioners Court finds that the adoption of the amendments to Title 30, Travis County/City of Austin Subdivision Regulations Code, that are attached hereto as Exhibit 1 (collectively, the "Amendments"):
 - (A) will promote the health, safety, morals, and general welfare of the County and the safe, orderly, and healthful development of the unincorporated area of the County,
 - (B) are necessary for planning and appropriate to protect public health and safety; and
 - (C) are necessary and proper action to comply with the requirements of the storm water permitting program under the national pollutant discharge elimination system (Section 402, Federal Water Pollution Control Act (33 U.S.C.A. Section 1342)).
2. In continued fulfillment of the requirements of Chapter 242, Local Government Code, the Commissioners Court hereby adopts the Amendments as set forth in Exhibit 1 to be effectively immediately pursuant to Section 2.004 of the Travis County Code.
3. The Commissioners Court intends for the Amendments to be construed liberally to achieve their purpose.
4. If any portion of the Amendments or its application to any person or circumstance is held invalid or unconstitutional for any reason by a court of competent jurisdiction, that decision shall not affect the validity or constitutionality of the remaining portion of the Amendments. The Commissioners Court declares that it would have passed the Amendments, and adopted each section, clause, or phrase of the Amendments, independent of the elimination from the Amendments of any portion that may be declared invalid or unconstitutional. The provisions of the Amendments are declared to be severable.

Date of Order: _____

Samuel T. Biscoe
County Judge

Ron Davis
County Commissioner, Precinct 1

Bruce Todd
County Commissioner, Precinct 2

Gerald Daugherty
County Commissioner, Precinct 3

Margaret Gómez
County Commissioner, Precinct 4

TAKINGS IMPACT ASSESSMENT: WATER QUALITY PROTECTION AMENDMENTS TO TITLE 30—TRAVIS COUNTY/CITY OF AUSTIN SUBDIVISION REGULATIONS

Overview

Pursuant to a legislative mandate set forth in Chapter 232 of the Local Government Code, Travis County (the “County”) and the City of Austin (the “City”) have adopted Title 30, Travis County/City of Austin Subdivision Regulations, a consistent and consolidated set of regulations that govern the development of subdivisions in the extraterritorial jurisdiction (“ETJ”) of the City. County and City staff have conferred with both external and internal stakeholders from August 2011 to April 2012 to discuss potential changes to Title 30 to improve creek and floodplain protection; prevent unsustainable public expense on drainage systems; simplify development regulations where possible; and minimize the impact of any changes on the ability of individual and collective property owners to develop land. Based on the input received in stakeholder meetings, amendment revisions were drafted and presented to the stakeholder community and to citizen boards and commissions for review in 2013. The Austin City Council adopted the amendments on October 17, 2013 as part of City of Austin Ordinance No. 20131017-046. If the Travis County Commissioners Court adopts these amendments, they will take effect on the date set forth in the Court’s order adopting the amendments.

Portions of the City of Austin ETJ that are within Travis County lie along the boundary of two ecological regions: the Edwards Plateau (“Hill Country”) to the west and the Blackland Prairie to the east. The distinctive terrains and soils of these two regions pose unique challenges for the protection of creeks and floodplains. The Edwards Plateau features steep slopes, rugged canyons, and the caves and springs of the Edwards Aquifer. In addition, these western watersheds drain to the City and the County’s principal sources of drinking water. In contrast, the Blackland Prairie features broad, alluvial floodplains as well as erosive clay soils and creek banks. Given these fundamental physical differences, the proposed amendments to watershed regulations for the eastern and western watersheds have been tailored to best fit the unique conditions of each ecological region.

Summary of Proposed Regulations

The purpose of the watershed protection amendments is to improve creek and floodplain protection, prevent unsustainable public expense on drainage systems, simplify development regulations where possible, and minimize the impact of any changes on individual and collective abilities to develop land.

- **Creek Protection**

One major cornerstone of the new amendment is the extension of the critical water quality zone buffer to headwaters streams with 64 acres of drainage in the City's ETJ. This change will be most significant in the eastern Suburban watersheds, which currently only protects streams up to 320 acres of drainage. In addition, a number of western watersheds currently only protect streams up to 128 acres of drainage. Another fundamental part of the amendment is the establishment of the erosion hazard zone and the prohibition on development within this setback. Additional provisions ensure that improvements within the critical water quality zone, such as parks and trails, minimize disturbance to existing vegetation and drainage patterns.

- **Floodplain Protection**

Another major revision of the amendment is to adjust the approach to protecting and enabling the recovery of degraded waterways by strengthening rules for floodplain design and modification. Proposed development will need to plan for fully vegetated, natural floodplains rather than altered, mowed floodplains. Floodplain modification will be prohibited within the critical water quality zone, except for public health and safety, significant environmental benefit, and development already permitted (e.g., road crossings). In addition to these exceptions, floodplain modification will be allowed outside of the critical water quality zone if a functional assessment of floodplain health determines the area to be in poor or fair condition. Modification must be offset through on-site restoration or off-site mitigation where restoration is infeasible.

- **Improved Stormwater Controls**

To improve structural stormwater controls, the amendment will revise the current threshold for water quality controls from 20 percent of net site area to 8,000 square feet, require controls to be accessible for maintenance and inspection, and require maintenance plans and third-party inspections for subsurface controls. In addition, the amendment will remove the requirement for isolating the water quality volume from larger flood flows.

- **Mitigation Options**

The amendment will improve the existing, limited transfers of development rights sections within the Code to allow for increased flexibility and protection of additional environmental resources (e.g., floodplains).

- **Simplifying Regulations and Maintaining Opportunity**

One of the purposes of the amendments is to simplify development regulations where possible and minimize the impact of any changes on individual and collective abilities to develop land. In order to offset impacts

from the new core protections of this amendment, a number of trade-off provisions are proposed for the eastern Suburban watersheds, including:

- Using gross site area (instead of net site area) to calculate impervious cover
- Eliminating the Water Quality Transition Zone
- Allowing “buffer averaging” to reduce the width of buffers by up to one-half if the overall amount of area protected remains the same
- Allowing additional uses within the upper half of the critical water quality zone, including green stormwater controls and utilities

In addition to these offsets, a large number of clarifications and corrections of existing code and policy interpretations are proposed as well.

DETAILED DISCUSSION OF AMENDMENTS

TAKINGS IMPACT ASSESSMENT

This takings impact assessment is prepared using the series of questions in the Private Real Property Rights Preservation Act Guidelines (the “Guidelines”) promulgated by the Attorney General’s Office under Chapter 2007, GOV’T CODE ANN. (the “Act”). The proposed action is Travis County’s adoption of amendments to Title 30, Travis County/City of Austin Subdivision Regulations to manage, protect, and preserve the quality of water in those portions of the City of Austin’s extraterritorial jurisdiction (“ETJ”) that are located within the boundaries of Travis County and to align the water quality provisions of Title 30 with the water quality provisions that the County adopted on August 14, 2012 to Chapter 82 of the Travis County Code.

Guidelines Question 1: Is Travis County a governmental entity covered by the Act?

Yes.

Guidelines Question 2: Is the proposed action covered by the Act?

All of the amendments are exempt from the Act. The amendments are exempt under the following provisions of the Guidelines or the Act for the reasons indicated.

a. §2.18 of the Guidelines.

The procedural amendments and many of the substantive amendments impose no new burden on private real property. To the extent the amendments impose no new burdens, they will not result in a taking. Therefore, to the extent no new

burden is imposed, the amendments are not subject to the requirement in §2007.043 to perform a takings impact assessment.

b. §2007.003(b)(4) of the Act.

The substantive and procedural amendments are exempt under §2007.003(b)(4) because they are actions reasonably taken to fulfill obligations mandated by state and federal law. First, the U.S. Environmental Protection Agency ("EPA") and the Texas Commission on Environmental Quality ("TCEQ"), through the Texas Pollutant Discharge Elimination System ("TPDES") program, have mandated that Travis County, as an operator of a small municipal separate storm sewer system ("MS4"), regulate development that drains storm water into the County's MS4. In addition to mandating that Travis County require developers to implement construction phase and post-construction measures, EPA and TCEQ mandate that the County itself ensure ongoing maintenance of the MS4.

The County has authority under Section 573.002 of the Local Government Code to take any necessary or proper action to comply with the requirements of the stormwater permitting program under the national pollutant discharge elimination system (Section 402, Federal Water Pollution Control Act (33 U.S.C. Section 1342)), including:

- (1) developing and implementing controls to reduce the discharge of pollutants from any conveyance or system of conveyance owned or operated by the county that is designed for collecting or conveying stormwater;
- (2) developing, implementing, and enforcing stormwater management guidelines, design criteria, or rules to reduce the discharge of pollutants into any conveyance or system of conveyance owned or operated by the county that is designed for collecting or conveying stormwater.

Subchapter J of Chapter 16 of the Water Code requires the County to regulate development to mitigate the effects of development on flooding and thus ensure that flood insurance is available to all residents of the County. Most of the substantive measures imposed by the amendments are recognized not only as effective, practical, and ordinary measures to control the discharge of pollutants in urban storm water runoff, but are also recognized by the Federal Emergency Management Agency ("FEMA") as effective floodplain management techniques.

c. §2007.003(b)(5) of the Act.

The substantive and procedural amendments are exempt under §2007.003(b)(5) because they simply modify regulations that provide a unilateral expectation that does not rise to the level of a recognized interest in real property.

d. §2007.003(b)(11)(A) of the Act.

The substantive amendments dealing with development within stream buffers are partially exempt under §2007.003(b)(11)(A) because they regulate construction in legally designated floodplains.

e. §2007.003(b)(13) of the Act.

The substantive amendments are exempt under §2007.003(b)(13) because they respond to real and substantial threats to public health and safety, significantly advance that purpose, and do not impose a greater burden than is necessary. Travis County is amending Title 30, Travis County/City of Austin Subdivision Regulations to implement, in those portions of the City of Austin's extraterritorial jurisdiction that are located within Travis County, requirements of the federal Clean Water Act and Chapter 26, Texas Water Code, which require the reduction and elimination of discharge of pollutants. Many pollutants discharged from urban area sources pose potentially negative impacts on human health in reservoirs and streams used for swimming and wading. Some pollutants can be biomagnified and concentrated in the food chain and ultimately consumed by persons who fish in Travis County waters. Urban storm water in Travis County ultimately discharges into Lake Travis, Lake Austin, and the Colorado River downstream of Lady Bird Lake. From each of these water bodies, water is diverted for public drinking water use. The proposed amendments will safeguard the public health and safety by controlling and managing storm water discharges from the Travis County MS4.

Guidelines Questions 3 and 5: Does the proposed action result in a burden on private real property as that term is defined in the Act? How does it burden private real property?

The procedural provisions in the amendments do not impose any burdens on private real property. They specify a particular sequence in which a developer must obtain various approvals that are already required as part of the development process. Rather than restricting the land itself in any way, they simply provide greater order and structure to the process of receiving these approvals.

A. "Covered Governmental Actions" Determined to Not Place a Burden on Property

The following actions are provisions that will differ based on watershed classification in order to match the unique geology of the ecological region:

Blackland Prairie

As mentioned above, one of the core objectives of the amendments is to provide better creek protection in the eastern watersheds of the Blackland Prairie. Although the size of creek protected (64 acres of drainage) was made uniform within the City's corporate limits and in the City's ETJ, the geometry of the buffer (referred to as the Critical Water Quality Zone) was customized for the eastern watersheds to match the erosive nature of these creeks and soils. To help offset the impact of this change, a number of provisions were introduced to minimize the individual and collective ability to develop land. These provisions are designed to provide more flexibility than existing regulations, and thus would not impose a burden on private real property.

- **Buffer Averaging**

This new option for Suburban watersheds allows sites to adjust the width of the buffer to achieve the same overall footprint of buffer. This adds flexibility to buffer design to work around site-specific geographic and cultural features.

- **Water Quality Transition Zone**

The amendment proposes to eliminate the Water Quality Transition Zone (a secondary creek setback) in Suburban Watersheds. This will potentially enable higher impervious coverage on the site nearer to the creek in areas that currently require this secondary setback.

- **Gross Site Area**

Current rules calculate impervious cover using a "Net Site Area" formula which is complex and complicates development on properties with stream buffers. This change reduces the complexity of impervious cover calculations and increases opportunities to develop properties with buffers.

- **Transfers of Development Rights**

The amendment expands the existing options for transfers of development rights in Suburban watersheds to protect the unique features of the Blackland Prairie, including broad, alluvial floodplains and remnant prairies.

- **Parallel Utility Lines**

The amendment will allow utility lines under certain conditions in the upper half of the Critical Water Quality Zone in Urban and Suburban watersheds.

This provides design flexibility and reduces the cost and environmental impact of deep wastewater trenching.

- **Green Stormwater Controls**

The amendment will allow green water quality controls under certain conditions in the upper half of the Critical Water Quality Zone in Urban and Suburban watersheds. This provides design flexibility and allows more effective placement of water quality controls to help with baseflow enhancement.

Edwards Plateau

Several new provisions of the amendment outline separate requirements for the western watersheds to acknowledge the importance of protecting the County's water supply and the increased sensitivity of aquatic resources such as the Edwards Aquifer to pollution from urban runoff. While these additional measures are designed to provide increased environmental protection, several of these provisions also offer additional options and flexibility to development. The remaining provisions are consistent with current County requirements and thus do not impose an additional burden to private real property.

- **Redevelopment Exception**

The Barton Springs Zone (BSZ) Redevelopment Exception was originally added as an option for projects in 2007 to achieve environmental protection while expanding redevelopment opportunity. It allows a redevelopment project to retain all of its existing impervious cover in exchange for providing an on-site water quality control and off-site land mitigation. The exception is being expanded under the amendment to allow more properties to potentially utilize this option. The exception is also being extended to the rest of the water supply watersheds.

- **Athletic Fields**

Due to concerns with compaction and fertilizer use, athletic fields will not be allowed within the primary stream buffer in the Drinking Water Protection Zone. However, these western watersheds have a two-tiered buffer system, which allows space for athletic fields to set back into the secondary stream buffer further from the creek.

- **Water Quality Transition Zone**

The language for water quality transition zone requirements differs slightly for the various watersheds. This language was aligned as much as possible for consistency. In addition, provisions were added to ensure that

permitted development within the water quality transition zone can also construct water quality controls within the buffer.

- **Natural Area Buffer**

The amendment codifies the current policy that the required natural area buffer in Water Supply Rural areas is located within the uplands and must receive overland drainage from developed areas (e.g., impervious cover) of the site. A clarification will be added to allow more flexibility for placement of the buffer if a water quality control is provided.

- **Porous Pavement**

The amendment codifies the current policy that porous pavement for pedestrian walkways does not count as impervious if not located over the Edwards Aquifer recharge zone. Since this credit is not allowed under current code over the recharge zone, there is no change in potential impact.

- **Street Crossings (Imagine Austin)**

Current code limits the frequency of stream crossings. This provision may conflict with the Imagine Austin Comprehensive Plan objective to facilitate connectivity and associated social and environmental benefits. The amendment adds an option to allow additional street crossings within identified Imagine Austin Comprehensive Plan centers and corridors. The crossings must maintain the water quality and quantity of recharge in recharge and contributing areas of the Edwards Aquifer. Administrative variances are currently not allowed for additional street crossings in the Barton Springs Zone. This remains the case for crossings within Imagine Austin centers and corridors that fall within the Barton Springs Zone.

B. Actions in the Proposed Regulations Determined to Be “Covered Governmental Actions” and to Place a “Burden” on “Private Real Property”

Two of the Covered Governmental Actions in the amendment were determined to potentially place a burden on private real property: the new geometry for the buffers in the eastern watersheds and the new 8,000 square foot threshold for water quality controls outside of the Barton Springs Zone.

In Suburban watersheds, the amendment will establish buffer widths of 100, 200, and 300 feet for "minor", "intermediate," and "major" waterways respectively to protect water quality, preserve the Erosion Hazard Zone, and provide a uniform system.

The new amendment will require water quality controls for projects with over 8,000 square feet of impervious cover. This requirement is consistent with TCEQ

Edwards Aquifer Rules, EPA requirements for federal projects, and the existing City of Austin Environmental Criteria Manual requirement for Urban watersheds. The Barton Springs Zone will continue to require water quality controls for all development. Exceptions (no control required) are proposed for small roadway projects in the Barton Springs Zone.

Most of these requirements already exist in LCRA, those parts of Travis County that are outside the City of Austin ETJ, TCEQ, and other regulations, or are recognized as technical guidelines established for this specific geographical area and local hydrologic conditions. In particular, LCRA, the County (for those areas that are outside the City of Austin ETJ), and TCEQ already require construction and post-construction water quality controls. A material new burden is created to the extent that certain post-construction water quality control requirements have not previously applied in the City of Austin ETJ. However, the burden is not a severe one because requirements for permanent water quality controls are common in much of Travis County, required in general by TCEQ requirements, and have not impaired the economic viability of development of private real property.

With regard to waterway setback requirements, Travis County's existing requirements will expand to apply to subdivision development within the City of Austin ETJ, proposing expanded waterway setback requirements for the eastern watersheds of Travis County. Depending on site-specific facts for a given property, these setback requirements may result in either more land within a setback or less. Travis County's setback requirements impose a new burden, but it is minimal. The stream setbacks are based on and largely comprise the 100 year floodplain. Travis County's existing regulations already require that this floodplain be dedicated as a drainage easement, which severely restricts the amount of development that can occur there. Since the setbacks consist largely of floodplain, the new burdens imposed by the stream buffers do not extend to a very large area. Again, the burden is not a severe one because waterway buffers are common in much of Travis County and have not impaired the economic viability of development of private real property.

Guidelines Questions 4 and 6: What is the specific purpose of the proposed action? How does it benefit society?

One purpose of these proposed amendments is to implement a way to comply with the Travis County MS4 permit issued by the TCEQ. The permit specifies that Travis County must develop, implement, and enforce a program to reduce pollutants in any storm water runoff to the MS4 from construction projects and to address storm water runoff from new development and re-development. The program must include the development and implementation of, at a minimum, an ordinance or regulatory mechanism to require erosion and sediment controls and controls on post-construction runoff. Additionally, the permit requires an

ordinance or other regulatory mechanism be utilized to prohibit and eliminate illicit discharges.

Additionally, the purpose of the proposed action is to amend Travis County's development regulations regarding the City of Austin ETJ to protect surface and ground water from the effects of development, to mitigate the effects of development on flooding, and to make Travis County's process for review and approval of subdivisions more effective and efficient. Also, the purpose of the proposed amendments is to provide the regulated community and the public a consolidated set of environmental quality requirements that apply to applications for Travis County development permits, preliminary plans, plats, and construction plans. The proposed amendments include requirements for the processing of the environmental review of applications as well as substantive, minimum environmental technical standards and guidelines that can be approved during the application process. The proposed amendments include requirements that will control, reduce, and eliminate the discharge of pollutants into the Travis County storm sewer system and water in the State through the proper management of storm water and drainage while achieving optimal management of floodplains to prevent loss of property and human life. In addition, the proposed amendments set forth prohibitions and standards that will eliminate the discharge of unauthorized waste or illicit discharges into the Travis County storm sewer system and water in the State.

a. Substantive Amendments

The substantive amendments impose storm water control and environmental protection requirements applicable to the construction and post-construction phases of development. The purpose of these amendments is to protect water quality from polluted runoff, to reduce pollutant discharges from development to the maximum extent practicable, and to mitigate flooding and environmental damage that can result from urban development.

1. Water Quality Measures for Construction Activities.

It is clear that storm water runoff from construction sites can negatively affect water quality in receiving water bodies. Moreover, the resulting sedimentation can inhibit the ability of those streams to convey storm water, resulting in increased flooding. Enabling County staff to enforce water quality requirements will substantially reduce the likelihood of future occurrences of storm water pollution from construction sites.

2. Setbacks.

The amendments would expand existing setback requirements to the City of Austin ETJ and revisions to waterway setbacks in eastern watersheds of Travis County, potentially limiting development around streams and environmentally

valuable features. Creating areas where storm water flows across undisturbed natural ground before entering and environmentally valuable features allows the storm water to be slowed and filtered, reduces the peak discharge flows, and prevents pollutants from contaminating these features. Thus, setbacks are a commonly used measure for protecting water quality and the environment. Moreover, FEMA recognizes setbacks as a measure that mitigates flooding in streams.

b. Procedural Amendments.

The amendments make certain changes to how Travis County processes and reviews applications for development approvals. The County has limited staff resources to perform that important function. The purpose of that function is to protect the general citizenry, other land owners, and the purchasers of subdivided land from the negative effects of poorly designed or constructed subdivisions. In recent years, development issues have become more complex. Both citizens of the County and state and federal agencies are placing greater demands on the County for a more effective, efficient, and thorough development review process. The County's processes need to be updated to address these issues. The procedural amendments require that an applicant submit environmental documentation to Travis County with a preliminary plan, final plat, construction plan, or development permit application.

Guidelines Question 7: Will the proposed action constitute a taking?

Even if the amendments are not exempt, they do not constitute a taking. Adoption of the amendments does not, in and of itself, eliminate all economic uses of any private real property. Whether application of the amendments to an individual development has that result can be determined only when the regulations are applied to the land as part of the development review process. However, it is highly unlikely that they will result in a taking. Clearly, the amendments are not a *per se* taking or denial of a fundamental attribute of ownership. First, the amendments do not involve any sort of physical invasion of or limitation on title to private real property. Current County, TCEQ, LCRA, the City of Austin, and other municipal regulations basically already require land owners to construct storm water control facilities for which land owners usually dedicate drainage easements. Thus, any new burden created by the amendments will be minimal. If such a dedication is required for a development, it will be roughly proportional to the impact of that development because the structure will only be required to have capacity to accommodate drainage for which that development is legally responsible.

Nor are the amendments a taking because they do not eliminate all economic uses of private real property or otherwise interfere with reasonable investment-backed expectations to the degree to be a taking. As noted above, the more significant material new burdens imposed are an expansion of current City of

Austin requirements related to environmental feature setbacks, cut and fill restrictions, and any part of the waterway setback that extends outside the 100 year floodplain. When analyzing the extent to which a regulation affects the economic viability of development of a given tract of land, one looks to the impact of the regulation on the entire tract. For large tracts of land, these requirements would restrict development on a small percentage of the tract. Moreover, the cut and fill restrictions and setbacks could actually add value to a tract because, through proper design, they can be incorporated into the development as aesthetic amenities. Moreover, in areas of Travis County affected by the amendments, projects have been and are being developed that must comply with city regulations that may be as strict or stricter than the requirements in the County's amendments. This indicates that the County's amendments will not have significant economic impacts. For a small tract of land having many slopes, environmental features, or streams, there is a greater possibility that these restrictions could have an economic impact. However, for some tracts of land affected by the setbacks, the amendments identify exceptions that may be approved so that the economic impact could be mitigated.

Though the amendments restrict property rights that would otherwise exist in their absence in that they obviously restrict certain development activities in certain areas, it cannot be said that the amendments reduce the fair market value of private real property by 25% or more. Whether the amendments would have that result can be determined only through the development review process where the restrictions are applied to an individual tract and the development proposed there. If there is an economic impact from the amendments, a variance is available to mitigate that impact.

Guidelines Question 8: Are there reasonable alternatives to the proposed action that would accomplish its purpose?

An alternative to the amendments would be to not adopt the proposed amendments. However, this alternative would put the County at risk of violating federal and state mandates and the clear responsibilities of a MS4 as stated in the MS4 permit and would result in an inadequate level of water quality and flood protection. The standards contained in the amendments reflect a balancing of, on the one hand, the interests of owners of private real property who want to develop their land and, on the other hand, the public and other land owners whose interests could be negatively affected by that development.

EXHIBIT 1

SECTION 1. Section 30-1-132 (*Easements and Alleys*), Subsection (A) is amended to read as follows:

- (A) Easements for public utilities and drainage ways shall be retained in all subdivisions in the widths and locations determined necessary by the single office. All easements shall be dedicated to public use for the named purpose and shall be aligned to minimize construction and future maintenance costs [cost].

SECTION 2. Section 30-1-291 (*Application for Adjustment*) is amended to read as follows:

§ 30-1-291 APPLICATION FOR ADJUSTMENT.

- (A) An application for an adjustment under Chapter 30-5, Subchapter A (Water Quality) [~~Article 12 (Save Our Springs Initiative)~~] may be considered only in connection with the review of:
- (1) a site plan;
 - (2) a subdivision; or
 - (3) other specific development project or proposal.
- (B) An applicant may file an application for an adjustment with the director.
- (C) An application for an adjustment must be on a form prescribed by the director and must include:
- (1) the names and addresses of the applicant and the owner;
 - (2) the address and legal description of the property;
 - (3) proof that the applicant is either the record owner or the record owner's agent;
 - (4) identification of the section of Chapter 30-5, Subchapter A (Water Quality) [~~Article 12 (Save Our Springs Initiative)~~], that, as applied to the development project or proposal, the applicant claims violates the United States Constitution, the Texas Constitution, or federal or state statute, and the provisions violated;
 - (5) a statement of the factual basis for applicant's claims;

- (6) a legal brief supporting applicant's claims; and
- (7) a description of the adjustment requested, and an explanation of how the adjustment is the minimum required to comply with the conflicting law and provides maximum protection of water quality.

SECTION 3. Section 30-1-292 (*Consideration of Application for Adjustment*) is amended to read as follows:

§ 30-1-292 CONSIDERATION OF APPLICATION FOR ADJUSTMENT.

This section prescribes the order of process for an application for adjustment.

- (1) The city law department shall review an application for adjustment and advise the City Manager.
- (2) The City Manager shall present the application and the City Manager's recommendation to the Council.
- (3) The Council shall determine whether application of Chapter 30-5, Subchapter A (*Water Quality*) [~~Article 12 (Save Our Springs Initiative)~~] to the applicant's development project or proposal violates the United States Constitution, the Texas Constitution, or federal or state statute. An affirmative determination requires a three-quarters vote of the City Council. If the Council does not make an affirmative determination, the application is denied.
- (4) This subsection applies if the Council makes an affirmative determination under Subsection (3).
 - (a) The Watershed Protection [~~and Development Review~~] Department shall review the application and advise the City Manager.
 - (b) The City Manager shall present the application and the City Manager's recommendation to the Council at a public hearing.
 - (c) After a public hearing, the City Council shall:
 - (i) determine the minimum adjustment required to comply with the conflicting law and provide maximum protection of water quality; and
 - (ii) grant the adjustment.

SECTION 4. Section 30-2-132 (*Easements and Alleys*), Subsection (A) is amended to read as follows:

- (A) Easements for public utilities and drainage ways shall be retained in all subdivisions in the widths and locations determined necessary by the single office.

All easements shall be dedicated to public use for the named purpose and shall be aligned to minimize construction and future maintenance costs [cost].

SECTION 5. Chapter 30-4 (*Drainage*) is repealed and replaced with a new Chapter 30-4 to read as in the attached and incorporated **Attachment 1**.

SECTION 6. Section 30-5-1 (*Definitions*) is amended to read as follows:

§ 30-5-1 DEFINITIONS.

In this subchapter:

- (1) BARTON SPRINGS means the springs that comprise the Barton Springs complex associated with Barton Springs Pool, and includes Upper Barton, Old Mill, Eliza, and Parthenia springs
- (2) BLUFF means ~~[is limited to a bluff with]~~ a vertical change in elevation _____ of more than 40 feet and an average gradient greater than 400percent.
- (3) ~~[(2)]~~ CANYON RIMROCK means ~~[is limited to a rimrock with]~~ a rock substrate that:
 - (a) has a gradient that exceeds 60 percent for a vertical distance of at least four feet; and
 - (b) is exposed for at least 50 feet horizontally along the rim of the canyon.
- (4) ~~[(3)]~~ COMMERCIAL DEVELOPMENT means all development other than open space and residential development.
- (5) CLUSTER HOUSING means a residential housing development that maximizes common open space by grouping housing units to minimize individual yards and has a maximum lot area of fifteen thousand (15,000) square feet for detached residential development.
- ~~[(4)]~~ CREST OF BLUFF is limited to a crest of a bluff that is described in Subsection (1). ~~A crest coincides with a line along the top of a bluff beyond which the average slope has a gradient of not more than 50 percent for a distance of at least 40 feet.]~~
- (6) ~~[(5)]~~ CRITICAL ENVIRONMENTAL FEATURES means ~~[are]~~ features that are of critical importance to the protection of environmental resources, and includes ~~[include]~~ bluffs, canyon rimrocks, caves, faults and fractures, seeps, sinkholes, springs, and wetlands.
- (7) DIRECTOR, when used without a qualifier, means the director of the Planning and Development Review Department, or the director's designee.

- (8) EROSION HAZARD ZONE means an area where future stream channel erosion is predicted to result in damage to or loss of property, buildings, infrastructure, utilities, or other valued resources.
- (6) ~~IMPERVIOUS COVER~~ means roads, parking areas, buildings, swimming pools, rooftop landscapes and other impermeable construction covering the natural land surface.]
- (9) [(7)] FAULTS AND FRACTURES means [is limited to] significant fissures or cracks in rock that may permit infiltration of surface water to underground cavities or channels.
- (10) IMPERVIOUS COVER means the total area of any surface that prevents the infiltration of water into the ground, such as roads, parking areas, concrete, and buildings.
- (11) MULTI-USE TRAIL means a facility designated for the [shared] use of pedestrians, bicycles, and/or other non-motorized users and associated bridges.
- (12) OPEN SPACE means a public or private park, multi-use trail, golf cart path, the portions of a golf course left in a natural state, and an area intended for outdoor activities which does not significantly alter the existing natural vegetation, drainage patterns, or increase erosion. Open space does not include parking lots.
- (13)[(8)] OWNER includes a lessee.
- (14)[(9)] POINT RECHARGE FEATURE means a cave, sinkhole, fault, joint, or other natural feature that lies over the Edwards Aquifer recharge zone and that may transmit a significant amount of surface water into the subsurface strata.
- (15)[(10)] WATER QUALITY CONTROL means a structure, system, or feature that provides water quality benefits by treating stormwater run-off.
- (16)[(11)] WETLAND means a transitional land between terrestrial and aquatic systems where the water table is usually at or near the surface or the land is covered by shallow water, and conforms to the Army Corps of Engineers' definition.

SECTION 7. Section 30-5-2 (*Descriptions of Regulated Areas*) is amended to read as follows:

§ 30-5-2 DESCRIPTIONS OF REGULATED AREAS.

- (A) This section describes the watersheds, aquifers, and water zones that are regulated by this subchapter. A map of these areas is maintained by the

Watershed Protection Department and available for inspection at the offices of the single office.

- (B) [~~Except as provided in Subsection (C), the~~] The Watershed Protection Department [~~single office~~] shall determine the boundaries of the areas described in Subsection (D).
- (C) [~~The Council and commissioners court, acting jointly, shall determine the boundaries of the Edwards Aquifer recharge zone after receiving a recommendation from the single office.~~] For property within 1500 feet of a boundary, the Watershed Protection Department [~~single office~~] may require that an applicant provide a certified report from a geologist or hydrologist verifying the boundary location.
- (D) In this subchapter:
- (1) BARTON SPRINGS ZONE means the Barton Creek watershed and all watersheds that contribute recharge to Barton Springs, including those portions of the [~~Barton,~~] Williamson, Slaughter, Onion, Bear and Little Bear Creek watershed located in the Edwards Aquifer recharge or contributing zones.
 - (2) BARTON CREEK WATERSHED means the land area that drains to Barton Creek including Little Barton Creek watershed.
 - (3) EDWARDS AQUIFER is the water-bearing substrata that [~~also known as the Edwards and Associated Limestones Aquifer and~~] includes the stratigraphic rock units known as the Edwards Group [~~Formation~~] and Georgetown Formation.
 - (4) EDWARDS AQUIFER CONTRIBUTING ZONE means all land generally to the west and upstream of the Edwards Aquifer recharge zone that provides drainage into the Edwards Aquifer recharge zone.
 - (5) EDWARDS AQUIFER RECHARGE ZONE means all land over the Edwards Aquifer that recharges the aquifer, as determined by the surface exposure of the geologic units comprising the Edwards Aquifer, including the areas overlain with quaternary terrace deposits.
 - (6) SOUTH EDWARDS AQUIFER RECHARGE ZONE means the portion of the Edwards Aquifer recharge zone that is located south of the Colorado River and north of the Blanco River.
 - (7) SUBURBAN WATERSHEDS include all watersheds not otherwise classified as urban, water supply suburban, or water supply rural watersheds, and include:

- (a) the Brushy, Buttercup, Carson, Cedar, Cottonmouth, Country Club, Decker, Dry Creek East [Dry], Elm Creek South, Gilleland, Harris Branch, Lake, Maha, Marble, North Fork Dry, Plum, Rattan, Rinard, South Boggy, South Fork Dry, South Brushy, Walnut, and Wilbarger creek watersheds;
- (b) the Colorado River watershed downstream of U.S. 183; and
- (c) those portions of the Onion, Bear, Little Bear, Slaughter, and Williamson creek watersheds not located in the Edwards Aquifer recharge or contributing zones.

(8) URBAN WATERSHEDS include:

- (a) the Blunn, Buttermilk, East Boggy, East Bouldin, Fort, Harper Branch, Johnson, Little Walnut, Shoal, Tannehill, Waller, and West Bouldin creek watersheds;
- (b) the north side of the Colorado River watershed from Johnson Creek to U.S. 183; and
- (c) the south side of the Colorado River watershed from Barton Creek to U.S. 183.

(9) WATER SUPPLY RURAL WATERSHEDS include:

- (a) the Lake Travis watershed;

(a) [~~and~~]the Lake Austin watershed, excluding the Bull Creek watershed and the area to the south of Bull Creek and the east of Lake Austin; and

 (c) the Bear West, Bee, Bohl's Hollow, Cedar Hollow, Coldwater, Commons Ford, Connors, Cuernavaca, Harrison Hollow, Hog Pen, Honey, Little Bee, Panther Hollow, Running Deer, St. Stephens, Steiner, and Turkey Creek watersheds.

(10) WATER SUPPLY SUBURBAN WATERSHEDS include:

- (a) the Bull, Eanes, Dry Creek North [Dry], Huck's Slough, Taylor Slough North, Taylor Slough South, and West Bull creek watersheds;
- (b) the Lady Bird [Town] Lake watershed on the south side of Lady Bird [Town] Lake from Barton Creek to Tom Miller Dam;

- (c) the Lady Bird [Town] Lake watershed on the north side of Lady Bird [Town] Lake from Johnson Creek to Tom Miller Dam; and
- (d) the Lady Bird [Town] Lake watershed on the east side of Lake Austin from Tom Miller Dam to Bull Creek.

SECTION 8. Section 30-5-22 (*Urban Watershed Exemptions*) is deleted in its entirety and replaced with the following:

§ 30-5-22 APPLICABILITY.

This subchapter applies to a preliminary plan, final plat, or subdivision construction plan outside the city's zoning jurisdiction and inside the portion of the city's extraterritorial jurisdiction that is within Travis County.

SECTION 9. Section 30-5-23 (*Special Exceptions*) is amended to read as follows:

§ 30-5-23 SPECIAL EXCEPTIONS; LIMITED ADJUSTMENTS.

- (A) Except as prohibited by Article 13[42] (*Save Our Springs Initiative*), a special exception from the requirements of this subchapter may be granted in accordance with Chapter 30-1, Article 9, Division 4 (*Special Exceptions*).
- (B) If a three-quarters majority of the City Council concludes, or a court of competent jurisdiction renders a final judgment concluding that identified sections of this subchapter, as applied to a specific development project or proposal violate the United States Constitution or the Texas Constitution or are inconsistent with federal or state statutes that may preempt a municipal ordinance or the Austin City Charter, the City Council may, after a public hearing, adjust the application of this subchapter to that project to the minimum extent required to comply with the conflicting law. Any adjustment shall be structured to provide the maximum protection of water quality.

SECTION 10. Section 30-5-24(*Redevelopment Exception*) is deleted in its entirety.

SECTION 11. Section 30-5-41 (*Land Use Commission Variances*) is amended to read as follows:

§ 30-5-41 LAND USE COMMISSION VARIANCES.

- (A) It is the applicant's burden to establish that the findings described in this Section have been met. Except as provided in Subsections (B) and (C), the land use commission may grant a variance from a requirement of this subchapter after determining that:

- (1) the requirement will deprive the applicant of a privilege or the safety of property given to owners of other similarly situated property with approximately contemporaneous development;
 - (2) the variance:
 - (a) is not based on a condition caused by the method chosen by the applicant to develop the property, unless the development method provides greater overall environmental protection that is achievable without the variance;
 - (b) is the minimum change necessary to avoid the deprivation of a privilege given to other property owners and to allow a reasonable use of the property; and
 - (c) does not create a significant probability of harmful environmental consequences; and
 - (3) development with the variance will result in water quality that is at least equal to the water quality achievable without the variance.
- (B) The land use commission may grant a variance from a requirement of [~~Section 30-5-393 (Water Quality Transition Zone),~~] Section 30-5-422 [423] (*Water Quality Transition Zone*), Section 30-5-452[453] (*Water Quality Transition Zone*), or Article 7, Division 1 (*Critical Water Quality Zone Restrictions*) after determining that:
- (1) the criteria for granting a variance in Subsection (A) are met;
 - (2) the requirement for which a variance is requested prevents a reasonable, economic use of the entire property; and
 - (3) the variance is the minimum change necessary to allow a reasonable, economic use of the entire property.
- (C) The land use commission may not grant a variance from a requirement of Article 13[42] (*Save Our Springs Initiative*).
- (D) The land use commission shall prepare written findings of fact to support the grant or denial of a variance request under this section.

SECTION 12. Section 30-5-42 (*Administrative Variances*) is amended to read as follows:

§ 30-5-42 ADMINISTRATIVE VARIANCES.

(A) A variance under this section may not vary the requirements of Article 13 [42] *Save Our Springs Initiative*).

(B) The Watershed Protection Department director may grant a variance from a requirement of:

(1) Section 30-5-261 (Critical Water Quality Zone Development), only if:

(a) necessary to protect public health and safety, or if it would provide a significant, demonstrable environmental benefit, as determined by a functional assessment of floodplain health as prescribed by the Environmental Criteria Manual,

(b) necessary to allow an athletic field in existence on {the effective date of this ordinance} to be maintained, improved, or replaced,

(c) necessary to allow an athletic field to be located in an area not otherwise allowed under Section 30-5-261 (B) (5), or

(d) necessary to allow a hard surfaced trail to be located in an area not otherwise allowed under Section 30-5-261(B) (3);

(2) Section 30-5-261 (Critical Water Quality Zone Development), for development within an urban watershed, only if the proposed development:

(a) is located not less than 25 feet from the centerline of a waterway,

(b) is located outside the erosion hazard zone, unless protective works are provided as prescribed in the Drainage Criteria Manual,

(c) does not increase non-compliance, if any, with Article 7, Division 1 (Critical Water Quality Zone Restrictions), Section 30-5-281 (Critical Environmental Features) or Section 30-5-282 (Wetland Protection), and

(d) restores native vegetation and soils if development is removed from the Critical Water Quality Zone;

(3) Subsection 30-5-262 (B) (Critical Water Quality Zone Street Crossings), only outside the Barton Springs Zone;

(4) Section 30-5-281 (Critical Environmental Features);
[Subsection 30-5-423(C) (Water Quality Transition Zone);]

_____ (5) (2) Section 30-5-322 (*Clearing For A Roadway*);
[~~(3)~~ Subsection 30-5-343(A) (*Spoil Disposal*);
~~(4)~~ Article 7, Division 1 (*Critical Water Quality Zone Restrictions*);]

(6)[~~(5)~~] Section 30-5-341 (*Cut Requirements*) or Section 30-5-342 (*Fill Requirements*), for a water quality control or detention facility and appurtenances for conveyance such as swales, drainage ditches, and diversion berms; [or]

_____ (7)[~~(6)~~] Section 30-5-341 (*Cut Requirements*) or Section 30-5-342 (*Fill Requirements*), for a cut or fill of not more than eight feet in the desired development zone;

(8) Subsection 30-5-343(A) (*Spoil Disposal*);

(9) Section 30-5-365 (*Interbasin Diversion*).

(C) It is the applicant's burden to establish that the findings described in this Section have been met.

(D) The Watershed Protection Department director may grant a variance described in Subsection (B) only after determining that [:

(4) —]development in accordance with the variance meets the objective of the requirement for which the variance is requested[;] and:

_____ (1) [~~(2)~~] for property in the Barton Springs Zone, the variance will result in water quality that is at least equal to the water quality achievable without the variance; [and]

_____ (2) for a variance from Section 30-5-261 (B) (5), that the proposed work on or placement of the athletic field will have no adverse environmental impacts;

(3) for a variance from Section 30-5-281, that the proposed measures preserve all characteristics of the critical environmental feature;

_____ (4) for a variance from Section 30-5-341 or Section 30-5-342 [described in Paragraph (B)(6)], the cut or fill is not located on a slope with a gradient of more than 15 percent or within 100 feet of a classified waterway;

_____ (5) for a variance from Section 30-5-343(A), use of the spoil provides a necessary public benefit. Necessary public benefits include:

_____ (a) roadways;

(b) stormwater detention facilities;

(c) public or private park sites; and

(d) building sites that comply with Section 30-5-341 (*Cut Requirements*),
Section 30-5-342 (*Fill Requirements*), and Chapter 30-4(*Drainage*);
and

(6) for a variance from Section 30-5-365, there are no adverse environmental or
drainage impacts.

(E) [(D)] The Watershed Protection Department director shall prepare written findings to support the grant or denial of a variance request under this section.

SECTION 13. Section 30-5-62 (*Net Site Area*) is amended to add a new Subsection (C) to read as follows:

(C) Net site area does not apply in the urban or suburban watersheds.

SECTION 14. Section 30-5-63 (*Impervious Cover Calculations*) is amended to read as follows:

§ 30-5-63 IMPERVIOUS COVER CALCULATIONS.

(A) Impervious cover is calculated in accordance with this Section and the Environmental Criteria Manual.

(B) Impervious cover calculations include:

(1) roads;

(2) driveways;

(3) parking areas;

(4) buildings;

(5) concrete;

(6) impermeable construction covering the natural land surface;

(7) for an uncovered wood deck that has drainage spaces between the deck boards and that is located over a pervious surface, 50 percent of the horizontal area of the deck; and

(8) ~~[interlocking or permeable pavers, except up to 20 percent of the area of the pavers may be excluded in calculating impervious cover if the pavers are approved by the director for recharge enhancement under Section 30-5-151(*Innovative Management Practices*); and~~

~~_____ (9)]the portion of a site used for the storage of scrap and metal salvage, including auto salvage.~~

(C) Impervious cover calculations exclude:

(1) sidewalks in a public right-of-way or public easement;

(2) multi-use trails open to the public and located on public land or in a public easement;

~~_____ (3) water quality controls, excluding subsurface water quality controls;~~

~~_____ (4) detention basins, excluding subsurface detention basins;~~

~~_____ (5)[(3)] drainage swales and conveyances;~~

~~_____ (6)[(4)] ponds, pools, and fountains; [and]~~

~~_____ (7) [(5)] areas with gravel placed over pervious surfaces that are used only for landscaping or by pedestrians and are not constructed with compacted base;~~

~~_____ (8) porous pavement designed in accordance with the Environmental Criteria Manual, limited to only pedestrian walkways and multi-use trails, and located outside the Edwards Aquifer Recharge Zone;~~

~~_____ (9) fire lanes designed as prescribed by the Environmental Criteria Manual, that consist of interlocking pavers, and are restricted from routine vehicle access; and~~

~~_____ (10) a subsurface portion of a parking structure if the director of the Watershed Protection Department determines that:~~

~~_____ (a) the subsurface portion of the structure:~~

~~_____ (i) is located within an urban or suburban watershed;~~

~~_____ (ii) is below the grade of the land that existed before construction of the structure;~~

_____ (iii) is covered by soil with a minimum depth of two feet and an average depth of not less than four feet; and

_____ (iv) has an area not greater than fifteen percent of the site;

_____ (b) the structure is not associated with a use regulated by Section 1.2.2 of Subchapter F of Chapter 25-2 (*Residential Design and Compatibility Standards*);

_____ (c) the applicant submits an assessment of the presence and depth of groundwater at the site sufficient to determine whether groundwater will need to be discharged or impounded; and

_____ (d) the applicant submits documentation that the discharge or impoundment of groundwater from the structure, if any, will be managed to avoid adverse effects on public health and safety, the environment, and adjacent property.

SECTION 15. Section 30-5-65 (*Roadways*) is deleted in its entirety and replaced with the following.

§ 30-5-65 COMMERCIAL IMPERVIOUS COVER

- (A) This section applies to impervious cover calculations for commercial developments.
- (B) An application for a commercial development must demonstrate that once fully constructed, the development will not exceed applicable maximum impervious cover limitations.
- (C) Subsection (B) does not apply to an application for a commercial site development, including a roadway project, that will not exceed 8,000 square feet of new impervious cover. For the purposes of this Section, roadway improvements are limited to intersection upgrades, low-water crossing upgrades, additions for bicycle lanes, and additions for mass transit stops.

SECTION 16. Section 30-5-91 (*Waterway Classifications*) is amended to read as follows:

§ 30-5-91 WATERWAY CLASSIFICATIONS.

- (A) This section classifies ~~[the significant]~~ waterways ~~[in each watershed]~~ according to drainage area.
- (B) In all watersheds except urban~~[a suburban watershed]~~:

- (1) a minor waterway has a drainage area of at least 64 [320] acres and not more than 320 [640] acres;
- (2) an intermediate waterway has a drainage area of more than 320[640] acres and not more than 640 [1280] acres; and
- (3) a major waterway has a drainage area of more than 640 [1280] acres.

~~[(C) In a water supply suburban watershed:~~

- ~~(1) a minor waterway has a drainage area of at least 128 acres and not more than 320 acres;~~
- ~~(2) an intermediate waterway has a drainage area of more than 320 acres and not more than 640 acres; and~~
- ~~(3) a major waterway has a drainage area of more than 640 acres.~~

~~(D) In a water supply rural watershed:~~

- ~~(1) a minor waterway has a drainage area of at least 64 acres and not more than 320 acres;~~
- ~~(2) an intermediate waterway has a drainage area of more than 320 acres and not more than 640 acres; and~~
- ~~(3) a major waterway has a drainage area of more than 640 acres.~~

~~(E) In the Barton Springs Zone:~~

- ~~(1) for the Barton Creek, Bear Creek, Little Barton Creek, Little Bear Creek, and Onion Creek watersheds:
 - ~~(a) a minor waterway has a drainage area of at least 64 acres and not more than 320 acres;~~
 - ~~(b) an intermediate waterway has a drainage area of more than 320 acres and not more than 640 acres; and~~
 - ~~(c) a major waterway has a drainage area of more than 640 acres; and~~~~
- ~~(2) for the Slaughter Creek and Williamson Creek watersheds:
 - ~~(a) a minor waterway has a drainage area of at least 128 acres and not more than 320 acres;~~~~

~~_____ (b) an intermediate waterway has a drainage area of more than 320 acres and not more than 640 acres; and~~

~~_____ (c) a major waterway has a drainage area of more than 640 acres.]~~

SECTION 17. Section 30-5-92 (*Critical Water Quality Zones Established*) is amended to read as follows:

§ 30-5-92 CRITICAL WATER QUALITY ZONES ESTABLISHED.

(A) In the water supply rural watersheds, water supply suburban watersheds, and Barton Springs zone, a [A] critical water quality zone is established along each waterway classified under Section 30-5-91 (*Waterway Classifications*).

(1) The boundaries of a critical water quality zone coincide with the boundaries of the 100 year flood plain calculated under fully developed conditions as prescribed by the Drainage Criteria Manual, except:

~~_____ (a) [(2)]~~ for a minor waterway, the boundaries of the critical water quality zone are located not less than 50 feet and not more than 100 feet from the centerline of the waterway;

~~_____ (b) [(a)]~~ for an intermediate waterway, the boundaries of the critical water quality zone are located not less than 100 feet and not more than 200 feet from the centerline of the waterway;

~~_____ (c) [(b)]~~ for a major waterway, the boundaries of the critical water quality zone are located not less than 200 feet and not more than 400 feet from the centerline of the waterway; and

~~_____ (d) [(e)]~~ for the main channel of Barton Creek, the boundaries of the critical water quality zone are located 400 feet from the centerline of the creek.

~~_____ (2) [(3)]~~ Notwithstanding the provisions of Subsections (A) ~~(1) [(2)]~~(a), (b), and (c), a critical water quality zone does not apply to a previously modified drainage feature serving a public roadway right of way that does not possess any natural and traditional character and cannot reasonably be restored to a natural condition, as prescribed in the Environmental Criteria Manual~~[extend beyond the crest of a bluff].~~

(B) In the suburban watersheds, a critical water quality zone is established along each waterway classified under Section 30-5-91 (*Waterway Classifications*).

~~_____ (1)~~ for a minor waterway, the boundaries of the critical water quality zone are located 100 feet from the centerline of the waterway;

- (2) for an intermediate waterway, the boundaries of the critical water quality zone are located 200 feet from the centerline of the waterway; and
 - (3) for a major waterway, the boundaries of the critical water quality zone are located 300 feet from the centerline of the waterway;
 - (4) The critical water quality zone boundaries may be reduced to not less than 50 feet from the centerline of a minor waterway, 100 feet from the centerline of an intermediate waterway, and 150 feet from the centerline of a major waterway if the overall surface area of the critical water quality zone is the same or greater than the surface area that would be provided without the reduction, as prescribed in the Environmental Criteria Manual.
 - (5) Notwithstanding the provisions of Subsections (B) (1), (2), and (3), a critical water quality zone does not apply to a previously modified drainage feature serving a public roadway right of way that does not possess any natural and traditional character and cannot reasonably be restored to a natural condition.
- (C) Critical water quality zones are established to include the inundated areas that constitute Lake Walter E. Long, Lake Austin, Lady Bird Lake, and the Colorado River downstream of Lady Bird Lake.
- (D) ~~(B)~~ Critical water quality zones are established along and parallel to the shorelines of Lake Travis, Lake Austin, and Lady Bird ~~[Town]~~ Lake.
- (1) The shoreline boundary of a critical water quality zone:
 - (a) for Lake Travis, coincides with the 681.0 foot contour line;
 - (b) for Lake Austin, coincides with the 492.8 foot contour line;
and
 - (c) for Lady Bird ~~[Town]~~ Lake, coincides with the 429.0 foot contour line.
 - (2) The width of a critical water quality zone, measured horizontally inland, is:
 - (a) 100 feet; or
 - (b) for a detached single-family residential use, 75 feet.
- (E) ~~(C)~~ Critical water quality zones are established along and parallel to the shorelines of the Colorado River downstream of Lady Bird ~~[Town]~~ Lake.

- (1) The shoreline boundary of a critical water quality zone coincides with the river's ordinary high water mark, as defined by Code of Federal Regulations Title 33, Section 328.3 (*Definitions*).
 - (2) The inland boundary of a critical water quality zone coincides with the boundary of the 100-year floodplain as delineated by the Federal Emergency Management Agency, except that the width of the critical water quality zone, measured horizontally inland, is not less than 200 feet and not more than 400 feet.
- (F) [(D)] In an urban watershed, a critical water quality zone is established along each waterway with a drainage area of at least 64 acres. This does not apply in the area bounded by IH-35, Riverside Drive, Barton Springs Road, Lamar Boulevard, and 15th Street.
- (1) The boundaries of the critical water quality zone coincide with the boundaries of the 100 year floodplain calculated under fully developed conditions as prescribed by the Drainage Criteria Manual; provided that the boundary is not less than 50 feet and not more than 400 feet from the centerline of the waterway.
 - ~~(2) Notwithstanding the provisions of Subsection (F) (1), a critical water quality zone does not apply to a previously modified drainage feature serving a public roadway right of way that does not possess any natural and traditional character and cannot reasonably be restored to a natural condition. [Except as limited by Paragraph (3), for a waterway whose 100-year flood plain has been delineated by the Federal Emergency Management Agency:~~
 - ~~(a) the boundaries of the critical water quality zone coincide with the boundaries of the floodplain as delineated by FEMA; or~~
 - ~~(b) if the applicant has calculated the 100-year flood plain for the waterway and the city has approved the calculations, the boundaries of the critical water quality zone coincide with the boundaries of the calculated flood plain.~~
 - ~~(2) Except as limited by Paragraph (3), for a waterway whose 100-year flood plain has not been delineated by the Federal Emergency Management Agency:~~
 - ~~(a) the boundaries of a critical water quality zone are located 100 feet from the centerline of the waterway; or~~
 - ~~(b) if the applicant has calculated the 100-year flood plain for the waterway and the city has approved the calculations, the boundaries of the critical water quality zone coincide with are the lesser of the boundaries of the calculated flood plain.~~

- (3) ~~The boundaries of a critical water quality zone are located not less than 50 feet and not more than 400 feet from the centerline of the waterway.]~~

SECTION 18. Section 30-5-93 (*Water Quality Transition Zones Established*), Subsection (A) is amended to read as follows:

- (A) In the water supply rural watersheds, water supply suburban watersheds, and in the Barton Springs zone, excluding [Except for] Lake Austin, Lake Travis, and Lady Bird [Town] Lake, a water quality transition zone is established adjacent and parallel to the outer boundary of each critical water quality zone.

SECTION 19. The title of Chapter 30-5, Subchapter A, Article 3 is amended to read as follows:

**ARTICLE 3. ENVIRONMENTAL RESOURCE INVENTORY [ASSESSMENT];
POLLUTANT ATTENUATION PLAN.**

SECTION 20. Section 30-5-121 (*Environmental Assessment Requirement*) is amended to read as follows:

§ 30-5-121 ENVIRONMENTAL RESOURCE INVENTORY [ASSESSMENT] REQUIREMENT.

- (A) An applicant shall file an environmental resource inventory [assessment] with the [single office] Watershed Protection Department for proposed development located:
- (1) over a karst aquifer;
 - (2) within an area draining to a karst aquifer or reservoir;
 - (3) in a water quality transition zone;
 - (4) in a critical water quality zone;
 - (5) in a floodplain [flood plain]; or
 - (6) on a tract with a gradient of more than 15 percent.
- (B) An environmental resource inventory [assessment] must:
- (1) identify critical environmental features and propose protection measures for the features;

- (2) provide an environmental justification for spoil disposal locations or roadway alignments;
 - (3) propose methods to achieve overland flow~~[and justify enclosed storm sewers; and]~~;
 - (4) describe proposed industrial uses and the pollution abatement program; and
 - (5) be completed as prescribed by the Environmental Criteria Manual.
- (C) An environmental resource inventory ~~[assessment]~~ must include:
- (1) a hydrogeologic report in accordance with Section 30-5-122(*Hydrogeologic Report*);
 - (2) a vegetation report in accordance with Section 30-5-123 (*Vegetation Report*); and
 - (3) a wastewater report in accordance with Section 30-5-124 (*Wastewater Report*).
- (D) The Watershed Protection Department director ~~[single office]~~ may permit an applicant to exclude from an environmental resource inventory ~~[assessment]~~ information required by this section after determining that the information is unnecessary because of the scope and nature of the proposed development.

SECTION 21. City Code Section 30-5-122 (*Hydrogeologic Report*) is amended to read as follows:

§ 30-5-122 HYDROGEOLOGIC REPORT.

A hydrogeologic report must:

- (1) generally describe the topography, soils, and geology of the site;
- (2) identify springs and significant point recharge features on the site; ~~[and]~~
- (3) demonstrate that proposed drainage patterns will protect the quality and quantity of recharge at significant point recharge features; ~~and[-]~~
- (4) identify all recorded and unrecorded water wells, both on the site and within 150 feet of the boundary of the site.

SECTION 22. Section 30-5-125 (*Pollutant Attenuation Plan*) is amended to read as follows:

§ 30-5-125 POLLUTANT ATTENUATION PLAN.

An applicant proposing an industrial use that is not completely enclosed in a building shall provide a pollutant attenuation plan in accordance with the ~~[Administrative and the]~~ Environmental Criteria Manual ~~[Manuals]~~.

SECTION 23. Section 30-5-151 (*Innovative Management Practices*) is amended to read as follows:

§ 30-5-151 INNOVATIVE MANAGEMENT PRACTICES.

(A) An innovative water quality control is a practice that is not specifically prescribed in the Environmental Criteria Manual, but is designed to address the requirements of Article 6 (*Water Quality Controls*).

(B) ~~[(A)]~~ An innovative runoff management practice is a practice that is designed to address the requirements of ~~[Article 6 (*Water Quality Controls*) and]~~ Section 30-5-281 (*Critical Environmental Features*), enhance the recharge of groundwater and the discharge of springs, and maintain the function of critical environmental features. ~~[The city and county encourage innovative management practices.]~~

(C) A proposal for an [An] innovative water quality control or runoff management practice [proposal] must be reviewed and approved by the Watershed Protection Department director. Review and approval is based on:

- (1) technical merit;
- (2) compliance with the requirements of this title for water quality protection and improvement;
- (3) resource protection and improvement;
- (4) advantages over standard practices; and
- (5) anticipated maintenance requirements.

SECTION 24. Section 30-5-185 (*Overland Flow*) is amended to read as follows:

§ 30-5-185 OVERLAND FLOW.

(A) Drainage patterns must be designed to:

- (1) prevent erosion;
- (2) maintain infiltration and recharge of local seeps and springs;

- (3) attenuate the harm of contaminants collected and transported by stormwater; and
- (4) where possible, maintain and restore overland sheet flow, maintain natural drainage features and patterns, and disperse runoff back to sheet flow.

~~[(B) Construction of an enclosed storm sewer or an impervious channel lining is prohibited unless the single office determines, based on engineering evidence, that an enclosed storm sewers or impervious channel lining is the preferred option. A conflict between the requirements of this subsection and another requirement of this title may be resolved by an appeal to the land use commission.]~~

(B) [(C)] The applicant shall design an enclosed storm drain [sewer] to mitigate potential adverse impacts [its harmful effect] on water quality by using [structural devices or other] methods to prevent erosion and dissipate discharges from outlets. Applicant shall locate [wherever practicable, and by locating] discharges to maximize overland flow through buffer zones or grass-lined swales wherever practicable.

SECTION 25. Section 30-5-211 (*Water Quality Control Requirement*) is amended to read as follows:

§ 30-5-211 WATER QUALITY CONTROL REQUIREMENT.

- (A) In the Barton Springs Zone, water quality controls are required for all development.
- (B) In a watershed other than a Barton Springs Zone watershed, water quality controls are required for development:
 - (1) located in the water quality transition zone;
 - (2) of a golf course, play field, or similar recreational use, if fertilizer, herbicide, or pesticide is applied; or
 - (3) if the total of new and redeveloped impervious cover exceeds 8,000 square feet~~[except as provided in Subsection (C), with impervious cover that exceeds 20 percent of net site area].~~
- (C) In an urban watershed:
 - ~~(1) water quality controls are required in accordance with the Environmental Criteria Manual; and~~
 - ~~(2)-]~~ All new development must provide for removal of floating debris from stormwater runoff.

- (D) The water quality control requirements in this division do not require water quality controls on a single-family or duplex lot but apply to the residential subdivision as a whole.
- (E) The water quality control requirements in this division do not require water quality controls for a roadway project with less than 8,000 square feet of new impervious cover. For the purposes of this Section, roadway improvements are limited to intersection upgrades, low-water crossing upgrades, additions for bicycle lanes, and additions for mass transit stops.

SECTION 26. Section 30-5-213 (*Water Quality Control Standards*) is amended to read as follows:

§ 30-5-213 WATER QUALITY CONTROL STANDARDS.

- (A) A water quality control must be designed in accordance with the Environmental Criteria Manual.
- (1) The control must provide at least the treatment level of a sedimentation/filtration system under the Environmental Criteria Manual.
 - (2) An impervious liner is required in an area where there is surface runoff to groundwater conductivity. If a liner is required and controls are located in series, liners are not required for the second or later in the series following sedimentation, extended detention, or sedimentation/filtration.
 - (3) The control must be accessible for maintenance and inspection as prescribed in the Environmental Criteria Manual.
- (B) A water quality control must capture~~[, isolate,]~~ and treat the water draining to the control from the contributing area. The required capture volume is:
- (1) the first one-half inch of runoff; and
 - (2) for each 10 percent increase in impervious cover over 20 percent of gross site area, an additional one-tenth of an inch of runoff.
- (C) The location of a water quality control:
- (1) must avoid recharge features to the greatest extent possible;
 - (2) must be shown on the slope map, preliminary plan, site plan, or subdivision construction plan, as applicable; and
 - (3) in a water supply rural watershed, may not be in the 40 percent buffer zone, unless the control disturbs less than 50% of the buffer, and is located to

maximize overland flow and recharge in the undisturbed remainder of the 40 percent buffer zone.

- (D) This subsection provides additional requirements for the Barton Springs Zone.
- (1) Approval by the Watershed Protection Department director is required for a proposed water quality control that is not described in the Environmental Criteria Manual. The applicant must substantiate the pollutant removal efficiency of the proposed control with published literature or a verifiable engineering study.
 - (2) Water quality controls must be placed in sequence if necessary to remove the required amount of pollutant. The sequence of controls must be:
 - (a) based on the Environmental Criteria Manual or generally accepted engineering principles; and
 - (b) designed to minimize maintenance requirements.

SECTION 27. Section 30-5-214 (*Optional Payment Instead of Structural Controls in Urban Watersheds*) is amended to read as follows:

§ 30-5-214 OPTIONAL PAYMENT INSTEAD OF STRUCTURAL CONTROLS IN URBAN WATERSHEDS.

- (A) The Watershed Protection Department director shall identify and prioritize water quality control facilities for the urban watersheds in an Urban Watersheds Structural Control Plan. The Environmental Board shall review the plan in January of each year.
- (B) An Urban Watersheds Structural Control Fund is established for use in the design and construction of water quality control facilities in the urban watersheds.
- (C) Instead of providing the water quality controls required under Section 30-5-211 (*Water Quality Control Requirement*), in an urban watershed a developer may request approval to deposit with the city a nonrefundable cash payment, based on a formula established by the Council. The Watershed Protection Department director shall review the request and accept or deny the request based on standards in the Environmental Criteria Manual~~[not later than the 15th working day after its receipt]~~.
- (D) The Watershed Protection Department director shall deposit a payment made under this section in the Urban Watersheds Structural Control Fund.

SECTION 28. Section 30-5-231 (*Water Quality Control Maintenance and Inspection*) is amended to read as follows:

§ 30-5-231 WATER QUALITY CONTROL MAINTENANCE AND INSPECTION.

- (A) In this section:
- (1) COMMERCIAL DEVELOPMENT means all development other than Residential Development.
 - (2) COMMERCIAL POND means a required water quality control or appurtenance that receives stormwater runoff from a Commercial Development.
 - (3) ECM STANDARDS means the provisions in the Environmental Criteria Manual regarding maintenance of a required water quality control or appurtenance.
 - (4) RESIDENTIAL DEVELOPMENT means development of two dwelling units or less per lot.
 - (5) RESIDENTIAL POND means a required water quality control or appurtenance that receives stormwater runoff from a Residential Development.
- (B) The record owner of a commercial development shall maintain the commercial pond serving the commercial development in accordance with the ECM standards, whether or not the commercial pond is located on the same property as the commercial development. The record owner shall provide the City proof of the right to access and maintain the commercial pond if it is not located on the same property as the commercial development.
- (C) If more than one commercial development is served by a single commercial pond, the record owners of the commercial pond and all commercial developments served by the commercial pond shall be jointly and severally responsible for maintenance of the commercial pond in accordance with the ECM standards.
- (D) The Watershed Protection Department director may authorize an alternative arrangement for maintenance of a residential or commercial pond [~~basin~~] in accordance with the Environmental Criteria Manual [~~DCM~~] standards. If an alternative arrangement is approved by the director, the City Attorney shall determine whether an agreement is necessary; the agreement must be approved by the City Attorney and filed of record.
- (E) The City shall inspect each commercial pond that is not a subsurface pond at least once every three years to ensure that the commercial pond is being maintained in accordance with the ECM standards. If the commercial pond fails inspection

requiring an additional inspection, the Watershed Protection Department director may charge a re-inspection fee.

(F) The record owner of a subsurface commercial pond must provide the Watershed Protection Department with a maintenance plan and an annual report from a registered engineer verifying that the pond is in proper operating condition.

(G) [~~F~~] Until the City accepts a residential pond for maintenance, the record owner(s) of the residential pond and the residential development served shall maintain the residential pond in accordance with the ECM standards.

(H) [~~G~~] The City shall be responsible for maintenance of a residential pond only after the residential pond has been accepted for maintenance by the City. The City will accept the residential pond upon determining that it meets the requirements of the Environmental Criteria Manual and, if applicable, Section 25-8-234 (*Fiscal Security in the Barton Springs Zone*).

SECTION 29. Section 30-5-232 (*Dedicated Fund*), Subsection (C) is amended to read as follows:

(C) The Watershed Protection Department director shall administer the fund, allocate the fund for appropriate projects, and report annually to the Council regarding the status of the fund and the monitoring and maintenance program described in this section.

SECTION 30. Section 30-5-233 (*Barton Springs Zone Operating Permit*) is amended to read as follows:

§ 30-5-233 BARTON SPRINGS ZONE OPERATING PERMIT.

(A) In the Barton Springs Zone, the owner or operator of a commercial or multifamily development is required to obtain an annual operating permit for the required water quality controls

(B) To obtain an annual operating permit, an applicant must:

(1) provide the Planning and Development Review Department with:

(a) a maintenance plan; and

(b) the information necessary to verify that the water quality controls are in proper operating condition; and

(c) pay the required, nonrefundable fee.

- (C) The Planning and Development Review Department may verify that a water quality control is in proper operating condition by either inspecting the water quality control or accepting a report from a registered engineer.
- (D) The Planning and Development Review Department shall issue an operating permit after determining that:
 - (1) the applicant has complied with the requirements of Subsection (B); and
 - (2) the water quality controls are in proper operating condition.
- (E) The Planning and Development Review Department shall transfer an operating permit to a new owner or operator if, not later than the 30th day after a change in ownership or operation, the new owner or operator:
 - (1) signs the operating permit;
 - (2) accepts responsibility for the water quality controls; and
 - (3) documents the transfer on a form provided by the Planning and Development Review Department.

SECTION 31. Section 30-5-261 (*Critical Water Quality Zone Development*) is amended to read as follows:

§ 30-5-261 CRITICAL WATER QUALITY ZONE DEVELOPMENT.

In all watersheds, development is prohibited in a critical water quality zone except as provided in this Division. Development allowed in the critical water quality zone under this Division shall be revegetated and restored within the limits of construction as prescribed by the Environmental Criteria Manual.

- (A) A fence that does not obstruct flood flows is permitted in a critical water quality zone.
- (B) Open space [~~A public or private park, golf course, or open spaces, other than a parking lot,~~] is permitted in a critical water quality zone if a program of fertilizer, pesticide, and herbicide use is approved by the Watershed Protection Department director, subject to the conditions in this Subsection.
 - (1) In a water supply rural watershed, water supply suburban watershed, or the Barton Springs Zone, open space [~~park development~~] is limited to sustainable urban agriculture or a community garden if the requirements in subsection (B) (4) are met, multi-use trails, picnic facilities, [~~hiking, jogging, or walking trails~~] and outdoor facilities, excluding [~~and excludes~~] stables, [~~and~~] corrals for animals, and athletic fields.

(2) A~~[In the Barton Springs Zone, a]~~ master planned park that is ~~[reviewed by the land use commission and]~~ approved by the Council may include recreational development other than that described in Subsection (B)(1).

(3) A hard surfaced trail that does not cross the critical water quality zone may be located within the critical water quality zone only if:

(a) designed in accordance with the Environmental Criteria Manual;

(b) located outside the erosion hazard zone, unless protective works are provided as prescribed in the Drainage Criteria Manual;

(c) limited to 12 feet in width unless a wider trail is designated in the Urban Trails Master Plan adopted by Council;

(d) located not less than 25 feet from the centerline of a waterway if within an urban watershed and not crossing the Critical Water Quality Zone; and

(e) located not less than 50 feet from the centerline of a minor waterway, 100 feet from the centerline of an intermediate waterway, and 150 feet from the centerline of a major waterway if within a watershed other than an urban watershed and not crossing the Critical Water Quality Zone.

(4) Open space may include sustainable urban agriculture or a community garden only if:

(a) in an urban watershed and located not less than 25 feet from the centerline of a waterway, or in a watershed other than an urban watershed and located not less than 50 feet from the centerline of a minor waterway, 100 feet from the centerline of an intermediate waterway, and 150 feet from the centerline of a major waterway;

(b) designed in accordance with the Environmental Criteria Manual; and

(c) limited to garden plots and paths, with no storage facilities or other structures over 500 square feet.

(5) In a suburban or urban watershed, open space may include an athletic field only if:

(a) the athletic field is in an urban watershed and located not less than 25 feet from the centerline of a waterway, or is in a suburban

watershed and located not less than 50 feet from the centerline of a minor waterway, 100 feet from the centerline of an intermediate waterway, and 150 feet from the centerline of a major waterway; and

(b) the owner of the athletic field submits to the Watershed Protection Department a maintenance plan to keep the athletic field well vegetated and minimize compaction, as prescribed in the Environmental Criteria Manual.

(C) Along Lake Travis, Lake Austin, or Lady Bird [Town] Lake:

- (1) a boat dock, pier, wharf, or marina and necessary access and appurtenances, is permitted in a critical water quality zone; and
- (2) approval by the Watershed Protection Department director of chemicals used to treat building materials that will be submerged in water is required before a permit may be issued or a site plan released.

(D) In the Barton Springs Zone:

- ~~(1) a boat dock, pier, wharf, or marina and necessary access appurtenances, or a pedestrian bridge, or bicycle or golf cart path, is permitted in a critical water quality zone; and~~
- ~~(2) approval by the director of chemicals used to treat building materials that will be submerged in water is required before a permit may be issued or a site plan released.]~~

~~(D)~~(E) A utility line, including a storm drain, is prohibited in the critical water quality zone, except as provided in subsection (E) or for a necessary crossing. A necessary utility crossing may cross into or through a critical water quality zone only if:

- (1) the utility line follows the most direct path into or across the critical water quality zone to minimize disturbance;
- (2) the depth of the utility line and location of associated access shafts are not located within an erosion hazard zone, unless protective works are provided as prescribed in the Drainage Criteria Manual; and
- (3) in [in] the Barton Springs Zone, is approved [approval] by the Watershed Protection Department director[is required for a utility line crossing].

- (E) In the urban and suburban watersheds, a utility line may be located parallel to and within the critical water quality zone if:
- (1) in an urban watershed and located not less than 50 feet from the centerline of a waterway, or in a watershed other than urban and located not less than 50 feet from the centerline of a minor waterway, 100 feet from the centerline of an intermediate waterway, and 150 feet from the centerline of a major waterway;
 - (2) designed in accordance with the Environmental Criteria Manual;
 - (3) located outside the erosion hazard zone, unless protective works are provided as prescribed in the Drainage Criteria Manual; and
 - (4) the project includes either riparian restoration of an area within the critical water quality zone equal in size to the area of disturbance in accordance with the Environmental Criteria Manual, or payment into the Riparian Zone Mitigation Fund of a non-refundable amount established by ordinance.
- (F) [Except in the Barton Springs Zone,] Detention [detention] basins and wet ponds [floodplain alterations] are prohibited [permitted] in the critical water quality zone unless [if] the requirements of Section 30-5-364 (*Floodplain Modification*), Chapter 30-4 (*Drainage*), and the other provisions of this subchapter are met.
- (G) Floodplain modifications are prohibited in the critical water quality zone unless:
- (1) the floodplain modifications proposed are necessary to protect the public health and safety;
 - (2) the floodplain modifications proposed would provide a significant, demonstrable environmental benefit, as determined by a functional assessment of floodplain health as prescribed by the Environmental Criteria Manual, or
 - (3) the floodplain modifications proposed are necessary for development allowed in the critical water quality zone under section 30-5-261 (*Critical Water Quality Zone Development*) or 30-5-262 (*Critical Water Quality Zone Street Crossings*).
- (H) In the urban and suburban watersheds, vegetative filter strips, rain gardens, biofiltration ponds, areas used for irrigation or infiltration of stormwater, or other controls as prescribed by rule are allowed in the critical water quality zone if:

- (1) in an urban watershed and located not less than 50 feet from the centerline of a waterway, or in a watershed other than urban and located no less than 50 feet from the centerline of a minor waterway, no less than 100 feet from the centerline of an intermediate waterway, and no less than 150 feet from the centerline of a major waterway;
 - (2) located outside the 100 year floodplain; and
 - (3) located outside the erosion hazard zone, unless protective works are provided as prescribed in the Drainage Criteria Manual.
- (I) A residential lot that is 5,750 square feet or less in size may not include any portion of a critical water quality zone.
- (J) For the purposes of calculating the centerline of a waterway in an urban watershed under this Section, the waterway must have a drainage area of at least 64 acres and be located outside the area bounded by Interstate 35, Riverside Drive, Barton Springs Road, Lamar Boulevard, and 15th Street.

SECTION 32. Section 30-5-262 (*Critical Water Quality Zone Street Crossings*) is amended by amending Subsection (C) and adding a new Subsection (D) to read as follows:

(C) [Except in the Barton Springs Zone, the director may vary the requirements of Subsection (B).]In all watersheds, multi-use trails may cross a critical water quality zone of any waterway.

(D) Notwithstanding subsections (A) and (B) and except in the Barton Springs Zone, a street or driveway may cross the critical water quality zone if the street or driveway is located in a center or corridor as identified on the growth concept map of the Imagine Austin Comprehensive Plan, as adopted by Ordinance No. 20120614-058, and if the proposed crossing:

- (1) is necessary to facilitate the development or redevelopment of a designated corridor or center as recommended in the Imagine Austin Comprehensive Plan, Chapter 4 (*Shaping Austin: Building the Complete Community*), growth concept map and related definitions; and
- (2) maintains the quality and quantity of recharge if located in a center or corridor designated as a sensitive environmental area in the Edwards Aquifer recharge zone, Edwards Aquifer contributing zone, or the South Edwards Aquifer recharge zone, as determined by the Watershed Protection Department director.

SECTION 33. Section 30-5-281 (*Critical Environmental Features*) is amended by amending Subsections (C) and (D) to read as follows:

(C) This subsection prescribes the requirements for critical environmental feature buffer zones.

- (1) A buffer zone is established around each critical environmental feature described in this subchapter.
 - (a) Except as provided in Subsection (C)(1)(b), the width of the buffer zone is 150 feet from the edge of the critical environmental feature.
 - (b) For a point recharge feature, the buffer zone coincides with the topographically defined catchment basin, except that the width of the buffer zone from the edge of the critical environmental feature is:
 - (i) not less than 150 feet; ~~and~~
 - (ii) not more than 300 feet; and
 - (iii) calculated in accordance with the Environmental Criteria Manual.
- (2) Within a buffer zone described in this subsection:
 - (a) the natural vegetative cover must be retained to the maximum extent practicable;
 - (b) construction is prohibited; and
 - (c) wastewater disposal or irrigation is prohibited.
- (3) If located at least 50 feet from the edge of the critical environmental feature, the prohibition of Subsection (C)(2)(b) does not apply to:
 - (a) a yard or hiking trail; or
 - (b) a recharge basin approved under Section 30-5-213 (*Water Quality Control Standards*) that discharges to a point recharge feature; or
 - (c) an innovative runoff management practice approved under Section 30-5-151 (*Innovative Management Practices*).
- (4) Perimeter fencing with not less than one access gate must be installed at the outer edge of the buffer zone for all point recharge features. The fencing must comply with the Standard Specifications Manual.

(5) The owner must maintain the buffer zone in accordance with standards in the Environmental Criteria Manual to preserve the water quality function of the buffer.

(D) ~~[The director may grant an administrative variance to a requirement of this section. An applicant for a variance must demonstrate that the proposed measures preserve all characteristics of the critical environmental feature.]~~When voids in the rock substrate are uncovered during development, the following protocol must be followed:

(1) construction in the area of the void must cease while the applicant conducts a preliminary investigation of the void as prescribed by the Environmental Criteria Manual.

(2) The applicant shall contact a City of Austin Environmental Inspector to schedule further investigation by the City of the void as prescribed by the Environmental Criteria Manual if the preliminary investigation indicates that the void:

(a) is at least one square foot in total area;

(b) blows air from within the substrate;

(c) consistently receives water during any rain event; or

(d) potentially transmits groundwater.

(3) Construction may only proceed after mitigation measures are reviewed and approved by the Watershed Protection Department.

SECTION 34. Section 30-5-282 (*Wetland Protection*) is amended to read as follows:

§ 30-5-282 WETLAND PROTECTION.

(A) Wetlands must be protected in all watersheds except in the area bounded by Interstate 35, Riverside Drive, Barton Springs Road, Lamar Boulevard, and 15th Street [central business area].

(B) Protection methods for wetlands include:

(1) appropriate setbacks that preserve the wetlands or wetland functions;

(2) wetland mitigation, including wetland replacement;

(3) wetland restoration or enhancement; or

(4) use of a wetlands for water quality controls.

(C) The Watershed Protection Department director may approve:

- (1) the removal and replacement of a wetland; or
- (2) the elimination of setbacks from a wetland that is proposed to be used as a water quality control.

SECTION 35. Section 30-5-302 (*Construction of a Building or Parking Area*), Subsection (B) is amended to read as follows:

(B) A person may construct a building or parking structure on a slope with a gradient of more than 15 percent and not more than 25 percent if the requirements of this subsection are met.

- (1) Impervious cover on slopes with a gradient of more than 15 percent may not exceed 10 percent of the total area of the slopes.
- (2) The terracing techniques in the Environmental Criteria Manual are required for construction that is uphill or downhill of a slope with a gradient of more than 15 percent.
- (3) Hillside vegetation may not be disturbed except as necessary for construction, and disturbed areas must be restored with native and adapted vegetation as prescribed in the Environmental Criteria Manual.
- (4) For construction described in this section, a cut or fill must be revegetated, or if a cut or fill has a finished gradient of more than 33 percent, stabilized with a permanent structure. This does not apply to a stable cut.

SECTION 36. Section 30-5-343 (*Spoil Disposal*) is amended by deleting Subsection (B) in its entirety and renumbering the remaining Subsections accordingly.

SECTION 37. Section 30-5-361 (*Wastewater Restrictions*) is amended to read as follows:

§ 30-5-361 WASTEWATER RESTRICTIONS.

(A) Wastewater treatment by land application is prohibited:

- _____ (1) on a slope with a gradient of more than 15 percent;
- _____ (2) in a critical water quality zone;
- _____ (3) in a 100-year floodplain;

- _____ (4) on the trunk of surveyed trees;
 - _____ (5) in the buffer zone established around a critical environmental feature under Section 30-5-281 (*Critical Environmental Features*); or
 - _____ (6) during wet weather conditions.
- (B) A lot in the Edwards Aquifer recharge zone with private on-site sewage facilities must demonstrate compliance with City Code Chapter 15-5 (*Private Sewage Facilities*).
- ~~[(A) A wastewater line is prohibited in a critical water quality zone, except for a necessary crossing.~~
- ~~_____ (1) The land use commission may grant a variance to the prohibition of this subsection. An applicant for a variance must provide an environmental assessment evaluating the effects of alternative sewer alignments.~~
 - ~~_____ (2) Except for a necessary crossing, a wastewater line in a critical water quality zone must be located outside the two-year flood plain unless approved by Council.~~
- ~~(B) For a commercial development in a water supply rural watershed, a wastewater disposal area may not be located in the 40 percent buffer zone.~~
- ~~(C) Development for a wastewater disposal system is not permitted in a critical water quality zone.~~
- ~~(D) A package wastewater treatment plant with a capacity of 5,000 gallons a day or more must provide at least:~~
- ~~_____ (1) 100 days of storage capacity; or~~
 - ~~_____ (2) if using subsurface effluent disposal, 48 hours of storage capacity.]~~

SECTION 38. A new Section 30-5-364 is added to read as follows:

§ 30-5-364 FLOODPLAIN MODIFICATION

- (A) Floodplain modification within a critical water quality zone is prohibited except as allowed under Section 30-5-261 (*Critical Water Quality Zone Development*).
- (B) Floodplain modification outside a critical water quality zone is prohibited except as allowed in this section.
- (C) Floodplain modification is allowed only if the modification proposed:

- (1) is necessary to protect the public health and safety;
 - (2) would provide a significant, demonstrable environmental benefit, as determined by a functional assessment of floodplain health as prescribed by the Environmental Criteria Manual;
 - (3) is located within a floodplain area classified as in fair or poor condition, as determined by a functional assessment of floodplain health, prescribed by the Environmental Criteria Manual; or
 - (4) is necessary for development allowed under Section 30-5-261 (*Critical Water Quality Development*) or 30-5-262 (*Critical Water Quality Zone Street Crossings*).
- (D) Floodplain modifications must:
- (1) be designed to accommodate existing and fully-vegetated conditions;
 - (2) encourage sound engineering and ecological practices, prevent and reduce degradation of water quality, and encourage the stability and integrity of floodplains and waterways, as prescribed in the floodplain modification criteria in the Environmental Criteria Manual;
 - (3) restore floodplain health, or provide mitigation if restoration is infeasible, to support natural functions and processes as prescribed in the floodplain modification criteria in the Environmental Criteria Manual ; and
 - (4) comply with the requirements of Chapter 30-4 (*Drainage*), the Drainage Criteria Manual, and the Environmental Criteria Manual.
- (E) If mitigation is required under this Section, it may be satisfied by:
- (1) paying into the Riparian Zone Mitigation Fund a non- refundable amount established by ordinance;
 - (2) transferring in fee simple or placing restrictions on mitigation land approved by the Watershed Protection Department director and meeting the following conditions:
 - (a) located within the same watershed classification;
 - (b) in accordance with the procedures in Section 25-8-26 (*Redevelopment in the Barton Springs Zone*), Subsection (H) (3);

- (c) dedicated to or restricted for the benefit of the City or another entity approved by the Watershed Protection Department director and which the City or other approved entity accepts; or
- (3) a combination of the mitigation methods described in Subparagraphs (1) and (2), if approved by the Watershed Protection Department director.

SECTION 39. A new Section 30-5-365 is added to read as follows:

§ 30-5-365 INTERBASIN DIVERSION.

- (A) Development may not divert stormwater from one watershed to another, except as authorized by this Section.
- (B) A proposed diversion of less than 20% of the site based on gross site area or less than 1 acre, whichever is smaller, may be allowed if the applicant demonstrates that:
 - (1) existing drainage patterns are maintained to the extent feasible; and
 - (2) there are no adverse environmental or drainage impacts.

SECTION 40. A new Chapter 30-5, Subchapter A, Article 8 is added to read as follows, and the remaining Articles are renumbered accordingly:

ARTICLE 8. URBAN WATERSHED REQUIREMENTS.

§ 30-5-371 APPLICABILITY; COMPLIANCE.

- (A) This article applies to development in an urban watershed.
- (B) A person who develops in an urban watershed must comply with the requirements of this article.

§ 30-5-372 UPLANDS ZONE.

- (A) This section applies to development in an uplands zone. Impervious cover limits in this section are expressed as percentages of gross site area.
- (B) Maximum impervious cover for development outside the City's zoning jurisdiction is 80 percent.

SECTION 41. Sections 30-5-392 (*Critical Water Quality Zone*) and 30-5-393 (*Water Quality Transition Zone*) are deleted in their entirety.

SECTION 42. Section 30-5-394 (*Uplands Zone*) is renumbered as Section 30-5-392 and amended to read as follows:

§ 30-5-~~392~~[~~394~~] UPLANDS ZONE.

- (A) This section applies to development in an uplands zone. Impervious cover limits in this section are expressed as percentages of gross~~[net]~~ site area.
- (B) This subsection applies in the extraterritorial jurisdiction and in the portions of the Lake, Rattan, Buttercup, South Brushy, and Brushy Creek watersheds that are in the zoning jurisdiction.
- (1) Impervious cover for a single-family residential use with a minimum lot size of 5,750 square feet may not exceed:
- (a) 45 percent; or
 - (b) if development intensity is transferred under Section 30-5-393 ~~[395]~~(*Transfer Of Development Intensity*), 50 percent.
- (2) Impervious cover for a duplex or single-family residential use with a lot smaller than 5,750 square feet in size may not exceed:
- (a) 55 percent; or
 - (b) if development intensity is transferred under Section 30-5-393 ~~[395]~~(*Transfer Of Development Intensity*), 60 percent.
- (3) Impervious cover for a multifamily residential use may not exceed:
- (a) 60 percent; or
 - (b) if development intensity is transferred under Section 30-5-393 ~~[395]~~(*Transfer Of Development Intensity*), 65 percent.
- (4) Impervious cover for a commercial use may not exceed:
- (a) 65 percent; or
 - (b) if development intensity is transferred under Section 30-5-393 ~~[395]~~ (*Transfer Of Development Intensity*), 70 percent.
- (5) Impervious cover for mixed use may not exceed
- (a) the limits in subsection (B) (3) for the portion of the ground floor that is multifamily residential;

(b) the limits in subsection (B) (4) for the portion of the ground floor that is commercial; and

(c) impervious cover for the entire site shall be based on the ratios determined on the ground floor.

(C) This subsection applies in the portion of the zoning jurisdiction that is outside the Lake, Rattan, Buttercup, South Brushy, and Brushy Creek watersheds.

(1) Impervious cover for a single-family residential use with a minimum lot size of 5,750 square feet may not exceed:

(a) 50 percent; or

(b) if development intensity is transferred under Section 30-5-393 [~~395~~] (*Transfer Of Development Intensity*), 60 percent.

(2) Impervious cover for a duplex or single-family residential use with a lot smaller than 5,750 square feet in size may not exceed:

(a) 55 percent; or

(b) if development intensity is transferred under Section 30-5-393 [~~395~~] (*Transfer Of Development Intensity*), 60 percent.

(3) Impervious cover for a multifamily residential use may not exceed:

(a) 60 percent; or

(b) if development intensity is transferred under Section 30-5-393 [~~395~~] (*Transfer Of Development Intensity*), 70 percent.

(4) Impervious cover for a commercial use may not exceed:

(a) 80 percent; or

(b) if development intensity is transferred under Section 30-5-393 [~~395~~] (*Transfer Of Development Intensity*), 90 percent.

(5) Impervious cover for mixed use may not exceed

(a) the limits in subsection (C) (3) for the portion of the ground floor that is multifamily residential;

(b) the limits in subsection (C) (4) for the portion of the ground floor that is commercial; and

_____ (c) impervious cover for the entire site shall be based on the ratios determined on the ground floor.

SECTION 43. Section 30-5-395 (*Transfer of Development Intensity*) is renumbered as Section 30-5-393 and amended to read as follows:

§ 30-5-393 [395] TRANSFER OF DEVELOPMENT INTENSITY.

(A) An applicant who complies with a provision of this subsection qualifies for the development intensity transfer described in the provision, subject to the requirements in subsection (B) and the impervious cover limitations in section 30-5-392 (Uplands Zone).

(1) ~~The [For each acre of land in a critical water quality zone that an applicant dedicates in fee simple to the city or county, the]~~ applicant may transfer 20,000 square feet of impervious cover to an uplands zone for each acre of land in a critical water quality zone:

_____ (a) dedicated to the City, County, or another entity approved by the Watershed Protection Department director in fee simple and which the City or other approved entity accepts; or

_____ (b) on which restrictions are placed to the benefit of the City, County, or other approved entity and which the City or other approved entity accepts; and

_____ (c) the applicant does not include in impervious calculations elsewhere.

(2) The applicant may transfer 20,000 square feet of impervious cover to an uplands zone for each acre of land in an uplands zone:

_____ (a) located either in the 100-year floodplain or in an environmentally sensitive area as determined by environmental resource inventory and approved by the Watershed Protection Department director; and

_____ (b) dedicated to the City, County, or another entity approved by the Watershed Protection Department director in fee simple and which the City, County, or other approved entity accepts; or

_____ (c) on which restrictions are placed to the benefit of the City, County, or other approved entity and which the City, County, or other approved entity accepts; and

_____ (d) the applicant does not include in impervious calculations elsewhere.

- ~~_____ (3) Land dedicated in fee simple to the City or County under this subsection may also be [tø] credited toward the parkland dedication requirements of Chapter 30-2, Article 3, Division 5 (*Parkland Dedication*).~~
- ~~[(2) For each acre of land in the water quality transition zone that an applicant leaves undeveloped and undisturbed and does not include in impervious cover calculations elsewhere, the applicant may transfer 20,000 square feet of impervious cover to the uplands zone.~~
- ~~(3) For each acre of land in a water quality transition zone that an applicant uses for a golf course or other recreational use, restores using predominantly native plants and grasses, and provides a plan for minimizing the use and effect of pesticides, herbicides and fertilizers, the applicant may transfer 17,000 square feet of impervious cover to an uplands zone.~~
- ~~_____ (4) For each acre of land in a water quality transition zone that an applicant uses for wastewater disposal, the applicant may transfer 10,000 square feet of impervious cover to an uplands zone.~~
- ~~(5) For each acre of land in an uplands zone that is located in the buffer zone of a critical environmental feature and that an applicant leaves natural and undisturbed, the applicant may transfer 20,000 square feet of impervious cover to an uplands zone. The buffer area may be included in the net site area calculations for the uplands zone.~~
- ~~_____ (6) For each acre of land in an uplands zone that an applicant uses for wastewater irrigation, restricts against future development, and leaves in a natural state, other than for necessary irrigation lines and tailwater control berms, the applicant may transfer 20,000 square feet of impervious cover to an uplands zone.~~
- (B) An applicant who qualifies for a development intensity transfer under Subsection (A) must comply with requirements of this subsection to effect the transfer.
- (1) For transfers between two subdivided tracts:
- ~~_____ (a) An applicant may transfer development intensity to a receiving tract that is within the same watershed classification a the transferring tract [not more than one mile from the transferring tract]. This limitation does not apply if the transferring and receiving tracts are both owned by the applicant and are separated only by property that is also owned by the applicant.~~
- ~~_____ (b) [(2)] An applicant must concurrently plat the transferring and receiving tracts and must transfer all development intensity at that time.~~

_____ (c) ~~[(3)]~~ An applicant must note the development intensity transfer on the plats of the transferring and receiving tracts, in a manner determined by the single office.

_____ (d) ~~[(4)]~~ An applicant must file in the deed records a restrictive covenant, approved by the City Attorney and county attorney, that runs with the transferring tract and describes the development intensity transfer.

_____ (2) For transfers between two site plans

_____ (a) An applicant may transfer development intensity to a receiving tract that is within the same watershed classification as the transferring tract. This limitation does not apply if the transferring and receiving tracts are both owned by the applicant and are separated only by property that is also owned by the applicant

_____ (b) The transfer must be noted on the receiving and transferring site plans;

_____ (c) An applicant must file in the deed records a restrictive covenant, approved by the City Attorney and county attorney, that runs with the transferring tract and describes the development intensity transfer.

_____ (d) The transfer must occur before the receiving and transferring site plans are released.

(3) For transfers within a single site plan, an applicant must file in the deed records a restrictive covenant, approved by the City Attorney and the county attorney, that runs with the transferring tract and describes the development intensity transfer.

SECTION 44. Section 30-5-422 (*Critical Water Quality Zone*) is deleted in its entirety and the remaining sections renumbered accordingly.

SECTION 45. Section 30-5-423 (*Water Quality Transition Zone*) is amended to read as follows:

§ 30-5-~~422~~[423] WATER QUALITY TRANSITION ZONE.

(A) Development is prohibited in a water quality transition zone that lies over the South Edwards Aquifer recharge zone, except for:

_____ (1) development described in Article 7, Division 1 (*Critical Water Quality Zone Restrictions*); and

(2) minor drainage facilities or water quality controls that comply with Section 30-5-364 (Floodplain Modification) and the floodplain modification criteria in the Environmental Criteria Manual.

- (B) In a water quality transition zone that does not lie over the South Edwards Aquifer recharge zone, the impervious cover of the land area of a site may not exceed 18 percent. In determining land area, land in the 100 year floodplain is excluded.
- (C) Water quality controls [~~for development in an uplands zone or water quality transition zone~~] may [~~not~~] be located in a water quality transition zone that does not lie over the South Edwards Aquifer recharge zone.

SECTION 46. Section 30-5-424 (*Uplands Zone*) is amended to read as follows:

§ 30-5-423[424] UPLANDS ZONE.

- (A) This section applies to development in an uplands zone. Impervious cover limits in this section are expressed as percentages of net site area.
- (B) Impervious cover for a duplex or single-family residential use may not exceed:
 - (1) 30 percent; or
 - (2) if development intensity is transferred under Section 30-5-424[425](*Transfer Of Development Intensity*), 40 percent.
- (C) Impervious cover for a commercial, [~~or~~] multifamily residential use, or mixed use may not exceed:
 - (1) 40 percent; or
 - (2) if development intensity is transferred under Section 30-5-424[425](*Transfer Of Development Intensity*), 55 percent.

SECTION 47. Section 30-5-425 (*Transfer of Development Intensity*) is amended to read as follows:

§ 30-5-424[425] TRANSFER OF DEVELOPMENT INTENSITY.

- (A) An applicant who complies with a provision of this section qualifies for the development intensity transfer described in the provision, subject to the requirements in subsection (B) and the impervious cover limitations in section 30-5-423 (*Uplands Zone*).
 - (1) The [~~For each acre of land in a critical water quality zone that an applicant dedicates in fee simple to the city or county, the~~] applicant may transfer

15,000 square feet of impervious cover to an uplands zone for each acre of land in a critical water quality zone or water quality transition zone:

(a) dedicated to the City, County, or another entity approved by the Watershed Protection Department director in fee simple and which the City or other approved entity accepts; or

(b) on which restrictions are placed to the benefit of the City, County, or other approved entity and which the City or other approved entity accepts; and

(c) the applicant does not include in impervious calculations elsewhere.

(2) Land dedicated in fee simple to the City or County under this subsection may also be credited toward the parkland dedication requirements of Chapter 30-2, Article 3, Division 5 (*Parkland Dedication*).

~~[(2) For each acre of land in the water quality transition zone that an applicant leaves undeveloped and undisturbed and does not include in impervious cover calculations elsewhere, the applicant may transfer 15,000 square feet of impervious cover to the uplands zone.~~

~~(3) For each acre of land in a water quality transition zone that an applicant uses for a golf course or other recreational use, restores using predominantly native plants and grasses, and provides a plan for minimizing the use and effect of pesticides, herbicides and fertilizers, the applicant may transfer 12,750 square feet of impervious cover to an uplands zone.~~

~~(4) For each acre of land in a water quality transition zone that an applicant uses for wastewater disposal, the applicant may transfer 7,500 square feet of impervious cover to an uplands zone.~~

~~(5) For each acre of land in an uplands zone that is located in the buffer zone of a critical environmental feature and that an applicant leaves natural and undisturbed, the applicant may transfer 15,000 square feet of impervious cover to an uplands zone. The buffer area may be included in the net site area calculations for the uplands zone.~~

~~(6) For each acre of land in an uplands zone that an applicant uses for wastewater irrigation, restricts against future development, and leaves in a natural state, other than for necessary irrigation lines and tailwater control berms, the applicant may transfer 15,000 square feet of impervious cover to an uplands zone.]~~

(B) An applicant who qualifies for a development intensity transfer under Subsection (A) must comply with requirements of this subsection to effect the transfer.

(1) For transfers between two subdivided tracts:

- _____ (a) An applicant may transfer development intensity to a receiving tract that is within the same watershed classification as the transferring tract [~~not more than one mile from the transferring tract~~]. This limitation does not apply if the transferring and receiving tracts are both owned by the applicant and are separated only by property that is also owned by the applicant.
- _____ (b) [(2)] An applicant must concurrently plat the transferring and receiving tracts and must transfer all development intensity at that time.
- _____ (c) [(3)] An applicant must note the development intensity transfer on the plats of the transferring and receiving tracts, in a manner determined by the single office.
- _____ (d) [(4)] An applicant must file in the deed records a restrictive covenant, approved by the City Attorney and county attorney, that runs with the transferring tract and describes the development intensity transfer.

_____ (2) For transfers between two site plans

- _____ (a) An applicant may transfer development intensity to a receiving tract that is within the same watershed classification as the transferring tract. This limitation does not apply if the transferring and receiving tracts are both owned by the applicant and are separated only by property that is also owned by the applicant.
- _____ (b) The transfer must be noted on the receiving and transferring site plans;
- _____ (c) An applicant must file in the deed records a restrictive covenant, approved by the City Attorney and county attorney, that runs with the transferring tract and describes the development intensity transfer.
- _____ (d) The transfer must occur before the receiving and transferring site plans are released.

_____ (3) For transfers within a single site plan, an applicant must file in the deed records a restrictive covenant, approved by the City Attorney and county attorney, that runs with the transferring tract and describes the development intensity transfer.

SECTION 48. Section 30-5-452 (*Critical Water Quality Zone*) is deleted in its entirety and the remaining sections renumbered accordingly.

SECTION 49. Section 30-5-453 (*Water Quality Transition Zone*) is amended to read as follows:

§ 30-5-~~452~~[453] WATER QUALITY TRANSITION ZONE.

(A) Development is prohibited in a water quality transition zone that lies over the South Edwards Aquifer recharge zone, except for:

- _____ (1) development described in Article 7, Division 1 (*Critical Water Quality Zone Restrictions*); and
- _____ (2) minor drainage facilities or water quality controls that comply with Section 30-5-364 (*Floodplain Modification*) and the floodplain modification criteria in the Environmental Criteria Manual.

(B) Development is prohibited in a water quality transition zone that lies outside the South Edwards Aquifer recharge zone, except for:

- (1) development described in Article 7, Division 1 (*Critical Water Quality Zone Restrictions*);
- (2) streets;
- (3) minor drainage facilities or water quality controls that comply with Section 30-5-364 (*Floodplain Modification*) and the floodplain modification guidelines of the Environmental Criteria Manual;
- (4) ~~[parks or open spaces; and~~
- _____ (5) duplex or single-family residential development with a minimum lot size of two acres and a density of not more than one unit for each three acres, excluding acreage in the 100 year flood plain.

(C) A lot that lies within a critical water quality zone must also include at least two acres in a water quality transition zone or uplands zone.

~~[(D) Water quality controls may not be located in a water quality transition zone.]~~

SECTION 50. Section 30-5-454 (*Uplands Zone*) is amended to read as follows:

§ 30-5-~~453~~[454] UPLANDS ZONE.

(A) This section applies to development in an uplands zone. Density and impervious cover limits are based on net site area.

(B) For a duplex or single family residential use, density may not exceed:

- (1) one unit for each two acres, with a minimum lot size of three-quarters acre; or
- (2) if development intensity is transferred under Section 30-5-~~454~~455(*Transfer Of Development Intensity*), one unit for each acre, with a minimum lot size of one-half acre.

(C) This Subsection applies to [~~For a~~] cluster housing [~~use,~~].

 (1) density may not exceed:

 (a) [~~(1)~~] one unit for each acre; or

 (b) [~~(2)~~] if development intensity is transferred under Section 30-5-~~454~~455(*Transfer Of Development Intensity*) two units for each acre.

 (2) At least 40 percent of the uplands area of a site must be retained in or restored to its natural state to serve as a buffer. The buffer must be contiguous to the development, and must receive overland drainage from the developed areas of the site unless a water quality control is provided. Use of the buffer is limited to fences, utilities that cannot reasonably be located elsewhere, irrigation lines not associated with wastewater disposal, and access for site construction. A wastewater disposal area may not be located in the buffer.

(D) This subsection applies to a commercial, [~~or~~] multifamily residential use or mixed use.

(1) Impervious cover may not exceed:

(a) 20 percent; or

(b) if development intensity is transferred under Section 30-5-~~454~~455(*Transfer Of Development Intensity*), 25 percent.

(2) At least 40 percent of the uplands area of a site must be retained in or restored to its natural state to serve as a buffer. The [~~the~~] buffer must be contiguous to the development, and [~~the buffer~~] must receive overland drainage from the developed areas of the site unless a water quality control is provided. Use of the buffer is limited to fences, utilities that cannot reasonably be located elsewhere, irrigation lines not associated with wastewater disposal, and access for site construction. A wastewater disposal area may not be located in the buffer.

SECTION 51. Section 30-5-455 (*Transfer of Development Intensity*) is amended to read as follows:

§ 30-5-454[455] TRANSFER OF DEVELOPMENT INTENSITY.

- (A) An applicant who complies with a provision of this section qualifies for the development intensity transfer described in the provision, subject to the requirements in subsection (B) and the impervious cover limitations in section 30-5-453 (*Uplands Zone*).
- (1) ~~The [For each acre of land in a critical water quality zone that an applicant dedicates in fee simple to the city, county, or another entity approved by the single office,]~~ the applicant may transfer one single-family residential housing unit or 6,000 square feet of impervious cover for commercial or multifamily development to an uplands zone for each acre of land in a critical water quality zone or water quality transition zone:
- (a) dedicated to the City, County, or another entity approved by the Watershed Protection Department director in fee simple and which the City, County, or other approved entity accepts; or
- (b) on which restrictions are placed to the benefit of the City, County, or other approved entity and which the City, County, or other approved entity accepts; and
- (c) the applicant does not include in impervious calculations elsewhere.
- (2) Land dedicated in fee simple to the City or County under this subsection may also be credited toward the parkland dedication requirements of Chapter 30-2, Article 3, Division 5 (*Parkland Dedication*).
- ~~[(2) For each acre of land in the water quality transition zone that an applicant leaves undeveloped and undisturbed and does not include in impervious cover calculations elsewhere, the applicant may transfer one single-family residential housing unit or 6,000 square feet of impervious cover for commercial or multifamily development to the uplands zone.~~
- ~~(3) For each acre of land in a water quality transition zone that an applicant uses for a golf course or other recreational use, restores using predominantly native plants and grasses, and provides a plan for minimizing the use and effect of pesticides, herbicides and fertilizers, the applicant may transfer 85 percent of a single-family residential housing unit or 5,100 square feet of impervious cover for commercial or multifamily development to an uplands zone.~~

~~(4) For each acre of land in a water quality transition zone that an applicant uses for wastewater disposal, the applicant may transfer 50 percent of a single-family residential housing unit or 3,000 square feet of impervious cover for commercial or multifamily development to an uplands zone.~~

~~(5) For each acre of land in an uplands zone that is located in the buffer zone of a critical environmental feature and that an applicant leaves natural and undisturbed, the applicant may transfer one single-family residential housing unit or 6,000 square feet of impervious cover for commercial or multifamily development to an uplands zone. The buffer area may be included in the net site area calculations for the uplands zone.~~

~~(6) For each acre of land in an uplands zone that an applicant uses for wastewater irrigation, restricts against future development, and leaves in a natural state, other than for necessary irrigation lines and tailwater control berms, the applicant may transfer one single-family residential housing unit or 6,000 square feet of impervious cover for commercial or multifamily development to an uplands zone.]~~

(B) An applicant who qualifies for a development intensity transfer under Subsection (A) must comply with requirements of this subsection to effect the transfer.

(1) For transfers between two subdivided tracts:

(a) An applicant may transfer development intensity to a receiving tract that is within the same watershed classification as the transferring tract ~~[not more than one mile from the transferring tract]~~. This limitation does not apply if the transferring and receiving tracts are both owned by the applicant and are separated only by property that is also owned by the applicant.

_____ (b) ~~[(2)]~~ An applicant must concurrently plat the transferring and receiving tracts and must transfer all development intensity at that time.

_____ (c) ~~[(3)]~~ An applicant must note the development intensity transfer on the plats of the transferring and receiving tracts, in a manner determined by the single office.

_____ (d) ~~[(4)]~~ An applicant must file in the deed records a restrictive covenant, approved by the City Attorney and county attorney, that runs with the transferring tract and describes the development intensity transfer.

_____ (2) For transfers between two site plans

- _____ (a) An applicant may transfer development intensity to a receiving tract that is within the same watershed classification as the transferring tract. This limitation does not apply if the transferring and receiving tracts are both owned by the applicant and are separated only by property that is also owned by the applicant.
- _____ (b) The transfer must be noted on the receiving and transferring site plans;
- _____ (c) An applicant must file in the deed records a restrictive covenant, approved by the City Attorney and county attorney, that runs with the transferring tract and describes the development intensity transfer.
- _____ (d) The transfer must occur before the receiving and transferring site plans are released.
- _____ (3) For transfers within a single site plan, an applicant must file in the deed records a restrictive covenant, approved by the City Attorney and county attorney, that runs with the transferring tract and describes the development intensity transfer.

SECTION 52. Section 30-5-481 (*Applicability; Compliance*), Subsection (B) is amended to read as follows:

- (B) A person who develops in the Barton Springs Zone must comply with the requirements of:
 - (1) this article; and
 - (2) Article 13[42] (*Save Our Springs Initiative*).

SECTION 53. Section 30-5-482 (*Critical Water Quality Zone*) is deleted in its entirety and the remaining sections renumbered accordingly.

SECTION 54. Section 30-5-483 (*Water Quality Transition Zone*) is amended to read as follows:

§ 30-5-482[483] WATER QUALITY TRANSITION ZONE.

- (A) Development is prohibited in a water quality transition zone that lies over the Edwards Aquifer recharge zone, except for:
 - (1) development described in Article 7, Division 1 (*Critical Water Quality Zone Restrictions*); and

- (2) minor drainage facilities or water quality controls that comply with the floodplain modification criteria [~~guidelines~~] of the Environmental Criteria Manual.
- (B) Development is prohibited in a water quality transition zone that lies outside the Edwards Aquifer recharge zone, except for:
- (1) development described in Article 7, Division 1 (*Critical Water Quality Zone Restrictions*);
 - (2) minor drainage facilities or water quality controls that comply with Section 30-5-364 (*Floodplain Modification*) and the floodplain modification guidelines of the Environmental Criteria Manual;
 - (3) streets; and
 - (4) duplex or single-family residential housing with a minimum lot size of two acres and a density of not more than one unit for each three acres, excluding acreage in the 100 year floodplain. ~~and~~
~~—— (5) vegetative filter strips.]~~

SECTION 55. Section 30-5-512 (*Amendment*) is amended to read as follows:

§ 30-5-512 AMENDMENT.

This article [~~shall not be repealed or amended by City Council until two years after the effective date of the SOS ordinance, August 10, 1992. Thereafter, this article~~] may be repealed or amended only by an affirmative vote of a three-quarters majority of the City Council.

SECTION 56. Section 30-5-514 (*Pollution Prevention Required*), Subsection (A) is amended to read as follows:

- (A) In the watersheds contributing to Barton Springs, no development nor any revision, extension, or amendment thereof, may be approved unless it is designed, carried out, and maintained on a site-by-site basis to meet the pollution prevention requirements set forth below for the life of the project. In order to prevent pollution, impervious cover for all such development shall be limited to a maximum of 15 percent in the entire recharge zone, 20 percent of the contributing zone within the Barton Creek watershed, and 25 percent in the remainder of the contributing zone. The impervious cover limits shall be calculated on a net site area basis. In addition, runoff from such development shall be managed through water quality controls and onsite pollution prevention and assimilation techniques so that no increases occur in the respective average annual loadings of total suspended solids, total phosphorus, total nitrogen, chemical oxygen demand, [~~biochemical oxygen demand,~~] total lead, cadmium, E. coli., [~~fecal coliform,~~] fecal streptococci, volatile

organic compounds, total organic carbon, pesticides, and herbicides from the site. For a given project, impervious cover shall be reduced if needed to assure compliance with these pollutant load restrictions.

SECTION 57. Section 30-5-516 (*Application to Existing Tracts, Platted Lots, and Public Schools*) is amended to add a new Subsection (D) to read as follows:

- (D) This article does not apply to a roadway project with less than 8,000 square feet of new impervious cover. For the purposes of this Section, roadway improvements are limited to intersection upgrades, low-water crossing upgrades, additions for bicycle lanes, and additions for mass transit stops.

SECTION 58. Section 30-5-652 (*Fills at Lake Austin, Town Lake, and Decker Lake*) is amended to read as follows:

§ 30-5-652 FILLS AT LAKE AUSTIN, LADY BIRD [TOWN] LAKE, AND [DECKER] LAKE WALTER E. LONG.

- (A) Approval by the Parks and Recreation Board is required to place fill in Lake Austin, Lady Bird [Town] Lake, or [Decker] Lake Walter E. Long.
- (B) A person must file a written application with the Parks and Recreation Board for an approval under this section.
- (C) This section applies to a development application that includes a proposal to:
 - _____ (1) modify the shoreline of Lake Austin, Lady Bird Lake, or Lake Walter E. Long; or
 - _____ (2) dredge in or along that lake.
- (D) Before the single office may approve the development application, the single office must submit the development application to the Parks and Recreation Board.
- (E) The board shall review and comment on:
 - _____ (1) the navigational safety of the proposed development; and
 - _____ (2) the effect of the development on the recreational and natural character of the lake.
- (F) The board may develop specific criteria for determining:
 - _____ (1) the navigational safety of a proposed development; or

- _____ (2) the effect of a proposed development on the recreational and natural character of Lake Austin, Lady Bird Lake, or Lake Walter E. Long.

Attachment 1

Chapter 30-4

CHAPTER 30-4. DRAINAGE

ARTICLE 1. GENERAL PROVISIONS.

- § 30-4-1 Definitions
- § 30-4-2 Obstruction of Waterways Prohibited
- § 30-4-3 Duty to Maintain Unobstructed Waterways
- § 30-4-4 Standing Water Declared a Nuisance
- § 30-4-5 Computation of Stormwater Runoff

ARTICLE 2. DRAINAGE STUDIES; EROSION HAZARD ANALYSIS; FLOODPLAIN DELINEATION.

- § 30-4-31 Single Office Authorized to Require Drainage Studies
- § 30-4-32 Single Office Authorized to Require Erosion Hazard Zone Analysis
- § 30-4-33 Floodplain Maps, Delineation, and Depiction

ARTICLE 3. REQUIREMENTS FOR APPROVAL.

- § 30-4-61 Criteria for Approval of Development Applications
- § 30-4-62 Certificate of Professional Engineer Required for Certain Alterations and Improvements
- § 30-4-63 Approval by Single Office of Certain Permits and Certificates
- § 30-4-64 Design and Construction of Drainage Facilities and Improvements
- § 30-4-123 Enclosed Storm Sewers, Bridges, and Culverts

ARTICLE 5. RESPONSIBILITIES OF OWNER OR DEVELOPER.

- § 30-4-151 Stormwater Conveyance and Drainage Facilities
- § 30-4-152 Dedication of Easements and Rights-of-way
- § 30-4-153 Detention Basin Maintenance and Inspection

ARTICLE 1. GENERAL PROVISIONS.

§ 30-4-1 DEFINITIONS.

In this chapter:

- (1) ADVERSE FLOODING IMPACT means an increase in flood risk or hazards.
- (2) DEVELOPMENT APPLICATION means an application required under Title 25 for development, such as an application for subdivision, site plan, or building permit.
- (3) DIRECTOR, when used without a qualifier, means the director of the Watershed Protection Department, or the director's designee.
- (4) DRAINAGE EASEMENT means an easement or right-of-way for a drainage facility required by Section 25-7-152 (*Dedication of Easements and Rights-Of-Way*).
- (5) EROSION HAZARD ZONE means an area where future stream channel erosion is predicted to result in damage to or loss of property, buildings, infrastructure, utilities, or other valued resources.
- (6) FEMA means the Federal Emergency Management Agency.
- (7) FEMA FLOODPLAIN means a special flood hazard area delineated on a flood insurance rate map.
- (8) FLOOD INSURANCE RATE MAP means an official map of a community on which FEMA has delineated both the areas of special flood hazards and the risk premium zones applicable to the community.
- (9) 100 YEAR FLOODPLAIN means the 100-year floodplain calculated under fully developed conditions as prescribed by the Drainage Criteria Manual.
- (10) 25 YEAR FLOODPLAIN means the 25-year floodplain calculated under fully developed conditions as prescribed by the Drainage Criteria Manual.
- (11) WATERWAY means a watercourse, drainage way, branch, creek, or stream including, but not limited to, the limits of the 100-year and 25-year floodplains.

§ 30-4-2 OBSTRUCTION OF WATERWAYS PROHIBITED.

Unless authorized by a subdivision construction plan approved under County Code Chapter 64 (*Regulations for Flood Management and Guidelines for Development Permits*), or a development application approved under City Code Title 25, a person may not place, or cause to be placed, an obstruction in a waterway.

§ 30-4-3 DUTY TO MAINTAIN UNOBSTRUCTED WATERWAYS.

The person in control of real property traversed by a waterway shall keep the waterway free from an obstruction that is not authorized by a development application approved under Title 25 or County Code Chapter 64.

§ 30-4-4 STANDING WATER DECLARED A NUISANCE.

A pool of standing water in a waterway that is caused by an unauthorized obstruction in the waterway is declared to be a nuisance.

§ 30-4-5 COMPUTATION OF STORMWATER RUNOFF.

Stormwater runoff shall be computed on the basis of a fully developed contributing drainage area or watershed as determined under the Drainage Criteria Manual.

**ARTICLE 2. DRAINAGE STUDIES; EROSION HAZARD ANALYSIS;
FLOODPLAIN DELINEATION.**

§ 30-4-31 SINGLE OFFICE AUTHORIZED TO REQUIRE DRAINAGE STUDIES.

- (A) The single office may require the owner of real property to provide, at the owner's expense and as a condition for development application approval, a drainage study for the total area to be ultimately developed.
- (B) The drainage study must be in accordance with the Drainage Criteria Manual.
- (C) If a drainage study is required under this Section, the single office may not accept for review a development application for any portion of the proposed development until the single office has received the required drainage study.

§ 30-4-32 SINGLE OFFICE AUTHORIZED TO REQUIRE EROSION HAZARD ZONE ANALYSIS.

- (A) The single office may require the owner of real property to provide, at the owner's expense and as a condition for development application approval, an analysis to establish the erosion hazard zone if the proposed development is:
 - (1) within 100 feet of the centerline of a waterway with a drainage area of 64 acres or greater; or
 - (2) located where significant erosion is present.
- (B) The erosion hazard zone analysis must be in accordance with the Drainage Criteria Manual.

- (C) If an erosion hazard zone analysis is required under this section, the single office may not accept for review a development application for any portion of the proposed development until the single office has received the required erosion hazard zone analysis.

§ 30-4-33 FLOODPLAIN MAPS, DELINEATION, AND DEPICTION.

- (A) The director shall designate and maintain official floodplain maps.
- (B) If an official floodplain map is not delineated, the owner of property to be developed shall calculate the boundaries of the 100-year floodplain in accordance with the Drainage Criteria Manual and submit the calculation to the single office for approval.
- (C) If the single office determines that FEMA regulations require a submission to the agency of a request for a flood insurance rate map revision, the single office may require that the revision request to FEMA be submitted by the owner of property to be developed.
- (D) A person who files a development application shall depict, as applicable:
 - (1) on a preliminary plan or subdivision construction plan:
 - (a) a 100-year floodplain;
 - (b) a FEMA floodplain; and
 - (c) a drainage easement or proposed drainage easement;
 - (2) on a final plat:
 - (a) a drainage easement; and
 - (b) a portion of a FEMA floodplain that is outside a drainage easement.
- (E) If a portion of a FEMA floodplain is outside a drainage easement, the owner of property to be developed shall, on a final plat:
 - (1) identify the portion of the FEMA floodplain that is outside the drainage easement, including the community and panel number of the flood insurance rate map; and
 - (2) include a note that:
 - (a) refers the reader to federal and local regulations governing development in a FEMA floodplain;

- (b) states that flood insurance may be required; and
- (c) describes efforts to revise the flood insurance rate map.

ARTICLE 3. REQUIREMENTS FOR APPROVAL.

§ 30-4-61 CRITERIA FOR APPROVAL OF DEVELOPMENT APPLICATIONS.

- (A) A development application may not be approved unless:
 - (1) the proposed development application demonstrates sufficient capacity for the design flood, as determined under the Drainage Criteria Manual;
 - (2) each proposed improvement is sufficiently strong to resist:
 - (a) external pressure caused by earth or building; and
 - (b) internal pressure or abrasion caused by water or debris;
 - (3) the proposed grades will not permit water to gather in a pool that may become stagnant, excluding variable pools in creek beds as a result of natural channel design;
 - (4) temporary and permanent measures to control erosion are sufficient to minimize siltation of the waterway, as determined under the Environmental Criteria Manual; and
 - (5) the proposed development:
 - (a) will not result in additional adverse flooding impact on other property;
 - (b) except as provided by Subsection (B), to the greatest extent feasible preserves the natural and traditional character of the land and the waterway located within the 100-year floodplain;
 - (c) except as provided by Subsection (C), includes on-site control of the two-year peak flow, as determined under the Drainage Criteria Manual and the Environmental Criteria Manual;
 - (d) will not result in additional erosion impacts on other property; and
 - (e) locates all proposed improvements outside the erosion hazard zone, unless protective works are provided as prescribed in the Drainage Criteria Manual.

- (B) A development application that proposes floodplain modification shall comply with Section 30-5-364 (*Floodplain Modification*).
- (C) A proposed development may provide off-site control of the two-year peak flow if the off-site control does not cause:
 - (1) an adverse water quality impact from increased in-stream peak flow; or
 - (2) streambank erosion.

§ 30-4-62 CERTIFICATE OF PROFESSIONAL ENGINEER REQUIRED FOR CERTAIN ALTERATIONS AND IMPROVEMENTS.

- (A) The single office may not accept a plan or specification for a proposed alteration or improvement of a bed or bank of a waterway unless the plan or specification is accompanied by a certificate bearing the seal of a Texas professional engineer certifying that:
 - (1) the hydraulic and structural design is adequate; and
 - (2) the proposed alteration or improvement complies with the ordinances of the city and county, the Drainage Criteria Manual, and the laws of this state.
- (B) Subsection (A) does not prohibit the single office from accepting a plan or specification for a minor alteration or improvement that, in the judgment of the single office, does not require certification by a Texas professional engineer.

§ 30-4-63 APPROVAL BY SINGLE OFFICE OF CERTAIN PERMITS AND CERTIFICATES.

If a development application requires the completion or partial completion of a drainage improvement before a building may be constructed on a lot, a building permit, certificate of compliance, or development permit may not be issued for the lot unless the single office approves the issuance.

§ 30-4-64 DESIGN AND CONSTRUCTION OF DRAINAGE FACILITIES AND IMPROVEMENTS.

The design and construction of a drainage facility or improvement must:

- (1) be in accordance with the Drainage Criteria Manual; and
- (2) provide for maintenance and protection from erosion in accordance with the Environmental Criteria Manual.

§ 30-4-65 ENCLOSED STORM DRAINS, BRIDGES, AND CULVERTS.

- (A) The single office must approve the plans and specifications for a storm drain, bridge, or culvert.
- (B) The county's Transportation and Natural Resources Department or the City Manager may inspect the construction of each storm drain, bridge, or culvert.

ARTICLE 4. RESPONSIBILITIES OF OWNER OR DEVELOPER.

§ 30-4-151 STORMWATER CONVEYANCE AND DRAINAGE FACILITIES.

- (A) The owner or developer of property to be developed is responsible for the conveyance of all stormwater flowing through the property, including stormwater that:
 - (1) is directed to the property by other developed property; or
 - (2) naturally flows through the property because of the topography.
- (B) Future upstream development shall be accounted for as determined under the Drainage Criteria Manual.
- (C) If the construction or improvement of a storm drainage facility is required along a property line that is common to more than one property owner, the owner proposing to develop the property is, at the time the property is developed, responsible for each required facility on either side of the common property line.
- (D) The responsibility of the owner proposing to develop the property includes the responsibility to dedicate or obtain the dedication of any right-of-way or easement necessary to accommodate the required construction or improvement of the storm drainage facility.
- (E) If an owner of property proposes to develop only a portion of that property, a stormwater drainage facility to serve that portion of the property proposed for immediate development or use is required, unless the platting official determines that construction or improvement of a drainage facility outside that portion of the property to be developed is essential to the development or use of the property to be developed.
- (F) The owner or developer shall provide adequate off-site drainage improvements to accommodate the full effects of the development. The city or county may assist the owner or developer in the acquisition of an interest in property necessary to provide an off-site improvement, if the owner or developer:
 - (1) by affidavit, certifies that a bona fide attempt to provide the off-site drainage improvements has not been successful; and

- (2) provides an adequate guarantee that the owner or developer will:
 - (a) finance the entire cost of acquiring the necessary property interest; and
 - (b) retain full responsibility for construction of the required off-site improvement.

§ 30-4-152 DEDICATION OF EASEMENTS AND RIGHTS-OF-WAY.

- (A) The owner of real property proposed to be developed shall dedicate to the public an easement or right-of way for a drainage facility, open or enclosed, and stormwater flow to the limits of the 100-year floodplain, as prescribed in the Drainage Criteria Manual.
- (B) An easement or right-of-way required by Subsection (A) must be of sufficient width to provide continuous access for the operation, maintenance, or repair of a drainage facility as prescribed in the Drainage Criteria Manual.
- (C) The owner of the property shall dedicate any additional easement or right-of-way that is necessary to allow continuous access for the operation, maintenance, or rehabilitation of a drainage facility.
- (D) A part of a lot or tract of land that is located in an easement or right-of-way required by this section may be included as part of the area of the lot or tract of land in the calculation of density or impervious cover.

§ 30-4-153 DETENTION BASIN MAINTENANCE AND INSPECTION.

- (A) In this section:
 - (1) **COMMERCIAL DEVELOPMENT** means all development other than Residential Development.
 - (2) **COMMERCIAL BASIN** means a required detention basin or appurtenance that receives stormwater runoff from a Commercial Development.
 - (3) **DCM STANDARDS** means the provisions in the Drainage Criteria Manual regarding maintenance of a required detention basin or appurtenance.
 - (4) **RESIDENTIAL DEVELOPMENT** means development of two dwelling units or less per lot.
 - (5) **RESIDENTIAL BASIN** means a required detention basin or appurtenance that receives stormwater runoff from a Residential Development.

- (B) The record owner of a commercial development shall maintain the commercial basin serving the commercial development in accordance with the DCM standards, whether or not the commercial basin is located on the same property as the commercial development. The record owner shall provide the City proof of the right to access and maintain the commercial basin if it is not located on the same property as the commercial development.
- (C) If more than one commercial development is served by a single commercial basin, the record owners of the commercial basin and all commercial developments served by the commercial basin shall be jointly and severally responsible for maintenance of the commercial basin in accordance with the DCM standards.
- (D) Alternative maintenance arrangements are authorized as follows:
 - (1) The director may authorize an alternative arrangement for maintenance of a commercial basin in accordance with the DCM standards. If an alternative arrangement is approved by the director, the City Attorney shall determine whether an agreement is necessary; the agreement must be approved by the City Attorney and filed of record.
 - (2) The executive manager of the Travis County Transportation and Natural Resources Department may authorize an alternative arrangement for maintenance of a residential basin in accordance with the DCM standards. If an alternative arrangement is approved by the executive manager, the county attorney shall determine whether an agreement is necessary; the agreement must be approved by the county attorney and filed of record.
- (E) The City shall inspect each commercial basin that is not a subsurface basin at least once every three years to ensure that the commercial basin is being maintained in accordance with the DCM standards, but will not inspect basins maintained by the County under Subsection (H). If the commercial basin fails inspection requiring an additional inspection, the director may charge a re-inspection fee.
- (F) The record owner of a subsurface commercial basin must provide the Watershed Protection Department with a maintenance plan and an annual report from a registered engineer verifying that the basin is in proper operating condition.
- (G) The record owner of a residential development shall maintain the residential basin serving the residential development in accordance with the DCM standards, whether or not the residential basin is located on the same property as the residential development. The record owner may assign maintenance responsibility to a duly established Homeowner's Association upon written approval by the executive manager of the Travis County Transportation and Natural Resources Department. The record owner of a subsurface residential basin must provide the

Travis County Transportation and Natural Resources Department with a maintenance plan and an annual report from a registered engineer verifying that the basin is in proper operating condition.

- (H) The county shall maintain a detention basin or appurtenance that is an integral part of a county road.
- (I) Section 30-5-231 (*Water Quality Control Maintenance and Inspection*) provides for maintenance of water quality controls.



Travis County Commissioners Court Agenda Request

Meeting Date: January 28, 2014

Prepared By: Michael Hettenhausen, Planner **Phone #:** (512) 854-7563

Division Director/Manager: Anna Bowlin, Division Director of Development Services and Long Range Planning

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

Sponsoring Court Member: Commissioner Todd, Precinct Two

AGENDA LANGUAGE:

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

- A) A plat for recording: Raceway Single Family Subdivision Section Four (A Small Lot Subdivision) Final Plat (Resubdivision of Lots 21-24 Northridge Acres Number Two Subdivision) - 84 Total Lots - Grand Avenue Parkway - City of Austin ETJ); and
- B) A Travis County Subdivision Construction Agreement between Travis County and Pulte Homes of Texas, L.P.

BACKGROUND/SUMMARY OF REQUEST:

A) This resubdivision final plat consists of 84 total lots (83 single family lots and 1 landscape lot) on 18.96 acres. The proposed plat boundaries are located within the previously platted Northridge Acres Number Two subdivision. The applicant proposes to divide lots 21-24 of the Northridge Acres Number Two Subdivision into the Raceway Single Family Subdivision Section Four Final Plat. There are 5,071 linear feet of public streets proposed with this final plat. The parkland fees in lieu of dedication have been paid to Travis County in the amount of \$44,158.00. A fiscal surety has been posted with the City of Austin. Water and wastewater service to be provided by the City of Austin.

B) The applicant, Pulte Homes of Texas, L.P., wishes to enter into a standard Subdivision Construction Agreement with Travis County.

STAFF RECOMMENDATIONS:

As this resubdivision final plat meets all Single Office standards and was approved by the City of Austin Zoning and Platting Commission on January 7, 2014, Single Office staff recommends approval of the final plat and construction agreements.

ISSUES AND OPPORTUNITIES:

The Single Office has not been contacted by any adjacent property owners nor registered any interested parties for this application.

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A

EXHIBITS/ATTACHMENTS:

- Precinct map
- Location map
- Existing final plat
- Proposed final plat
- Subdivision Construction Agreement

REQUIRED AUTHORIZATIONS:

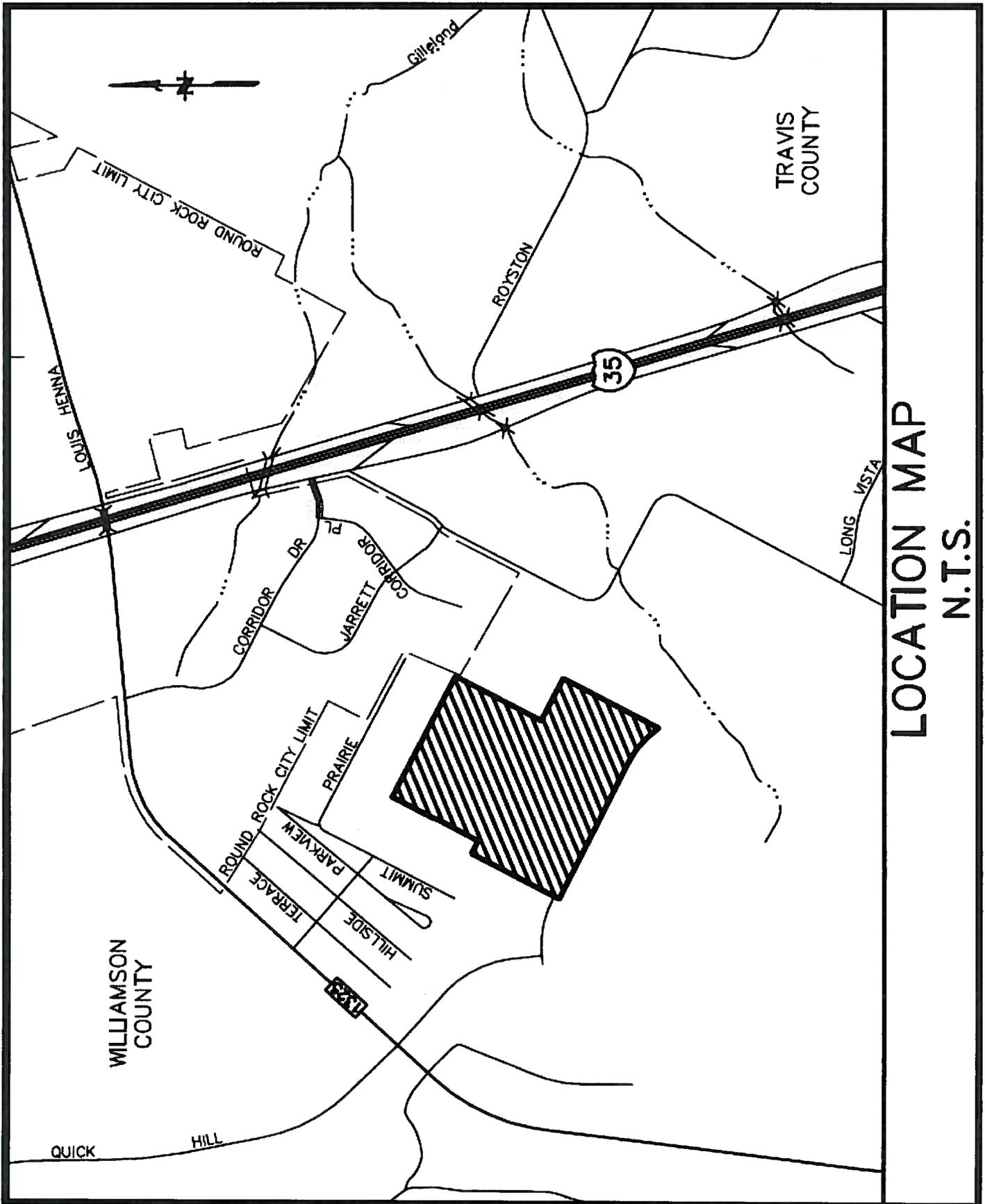
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|-------------------|-------------------|-----|----------------|
| Cynthia McDonald | Financial Manager | TNR | (512) 854-4239 |
| Steven M. Manilla | County Executive | TNR | (512) 854-9429 |
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**1101 - Development Services Long Range Planning- Raceway Single Family Subdivision
Section Four (A Small Lot Subdivision) Final Plat**

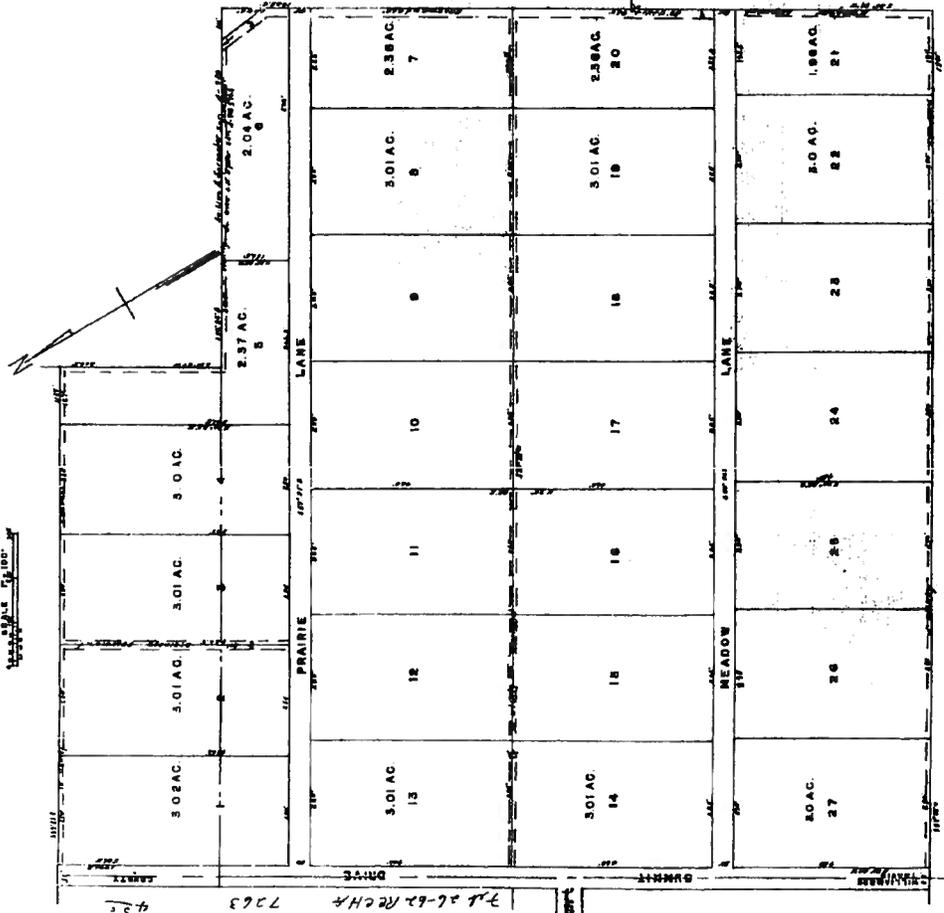


LOCATION MAP
N.T.S.

EXISTING PLAT

NORTH RIDGE ACRES NO. 2
 817 AC IN TARRANT COUNTY, TEXAS
 942 AC IN THE A. SPEECHER SURVEY
 7232' " O.W. SPEAR

27 LOTS OF APPROX. 5 AC EACH



[This section contains multiple columns of dense, mostly illegible text, likely representing legal descriptions, survey notes, or witness statements. The text is oriented vertically on the page.]

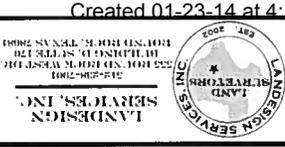
**RACEWAY SINGLE FAMILY SUBDIVISION
SECTION FOUR
(A SMALL LOT SUBDIVISION)**

**CONSUMER PROTECTION NOTICE FOR HOMEBUYERS
IF YOU ARE BUYING A LOT IN THIS SUBDIVISION, YOU SHOULD
DETERMINE WHETHER THE SUBDIVISION AND THE LAND AROUND IT
ARE INSIDE OR OUTSIDE THE CITY LIMITS.**

**THIS CAN AFFECT THE ENJOYMENT AND VALUE OF YOUR HOME.
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.**

**THE SUBDIVISION'S RESTRICTIVE COVENANTS MAY CREATE PRIVATELY
ENFORCEABLE RESTRICTIONS AGAINST INCOMPATIBLE LAND USES
WITHIN THE SUBDIVISION, WHETHER IT IS INSIDE OR OUTSIDE THE CITY
LIMITS.**

**DEPENDING ON STATE LAW AND OTHER FACTORS, HOWEVER,
OUTSIDE THE CITY LIMITS NEITHER PRIVATE NOR GOVERNMENTAL
RESTRICTIONS MAY BE AVAILABLE TO (1) RESTRICT EITHER THE
NATURE OR EXTENT OF DEVELOPMENT NEAR THE SUBDIVISION, OR
(2) PROHIBIT LAND USES NEAR THE SUBDIVISION THAT ARE
INCOMPATIBLE WITH A RESIDENTIAL NEIGHBORHOOD.**



**RACEWAY SINGLE FAMILY SUBDIVISION
SECTION FOUR
(A SMALL LOT SUBDIVISION)**

| | |
|--|------------------------|
| PROJECT NAME: RACEWAY RACEWAY 4-DWG | DRAWING NAME |
| JOB NUMBER: 191-12-4 | SCALE: 1" = 100' |
| DATE: 06/19/2013 | DRAWING FILE PATH |
| L:\CFS CIVIL\Projects\DWGS\PLANS | FILED DATE: 06/19/2013 |
| PLT/DWG: RLE PLM | APP'S: JBT |
| TECH: HAS | PARCHMENT: DR |
| CHECKED BY: JBT | DATE: 06/19/2013 |



NOTICE OF PUBLIC HEARING

JANUARY 28, 2014, AT 9:00 AM

**RESUBDIVISION OF LOTS 21 THROUGH 24
NORTHRIDGE ACRES NO. 2 SUBDIVISION,
PRECINCT 2**

**A HEARING WILL BE HELD
AT THE TRAVIS COUNTY
COMMISSIONERS COURTROOM
700 LAVACA ST. AUSTIN, TEXAS**

FOR MORE INFORMATION CALL (512)854-7563



TRANSPORTATION AND NATURAL RESOURCES

STEVEN M. MANILLA, P.E., COUNTY EXECUTIVE
700 Lavaca Street
Administration Building
P.O. Box 1748
Austin, Texas 78767
tel 512-854-9383

AFFIDAVIT OF POSTING

**TO: County Judge
County Commissioners
Travis County, Texas**

*A public notice of a plat resubdivision sign was posted on January 7, 2014,
at a point as near as practical to the area being resubdivided, and was also posted at the Travis
County Courthouse.*

CERTIFIED THIS THE 7 DAY OF January, 2014.

SIGNATURE: Jaime Garcia

NAME (PRINT): Jaime Garcia

TITLE: TNR/R&B Supervisor

cc: Garcia (sign shop)

M:\PERMITS\SUBDIVN\Subdivision Review\Raceway SF Subdivision Final Plat Sec Four\Work Request for Sign Post

§ EXHIBIT 82.401 (E) SUBDIVISION CONSTRUCTION AGREEMENT

STATE OF TEXAS COUNTY OF TRAVIS

This Agreement is made and entered into by and between PULTE HOMES OF TEXAS, L.P., (the "Subdivider") and Travis County, Texas, (the "County"), hereinafter collectively referred to as the "Parties".

WHEREAS, the Subdivider owns the tract of real property described in Exhibit "A", which is attached hereto and made a part hereof, (the "Property"); and

WHEREAS, the Subdivider desires to subdivide the Property, pursuant to the proposed final plat of "RACEWAY 4" (the "Subdivision"); and

WHEREAS, the County desires to set forth the Subdivider's responsibility for the construction of the Subdivision's roads and drainage facilities (the "Improvements"); and

WHEREAS, the Subdivider desires to set forth the County's responsibility to accept the constructed Improvements for maintenance;

NOW, THEREFORE, the Parties agree as follows:

I. Subdivider's Obligations

A. Improvements. The Subdivider shall construct the Improvements required to comply with the County's Standards for the Construction of Streets and Drainage in Subdivisions (the "Standards"). The Improvements will conform to the construction plans, permits, and specifications approved by the County prior to commencement of construction.

B. Security. To secure the Subdivider's obligations, the Subdivider will provide a financial guarantee of performance in the amount of the estimated cost of constructing the Improvements (the "Security"), which has been determined by a professional engineer and approved by the County's Transportation and Natural Resources Department ("TNR"). The Security must be in a form approved for use in the Standards or otherwise approved by the County Attorney's Office.

C. Alternative Fiscal. Notwithstanding any other provisions of this Agreement, the Subdivider may request the Commissioners Court to hold the administratively approved plat in abeyance until all streets, alleys, sidewalks, and drainage improvements in the Subdivision. The Subdivider must post fiscal security to secure restoration of disturbed areas should construction not be completed. Upon satisfactory completion, the submitted plat shall be forwarded to the Commissioners Court for approval and recording, provided adequate fiscal security has been posted to secure the one year Construction Performance Period described below.

D. Completion. The Improvements must be constructed no later than three (3) years after the effective date of this Agreement. This period may be extended by the delivery to the County at least forty five (45) days prior to the expiration of the Security of an extension of the Security in a form approved by the County. Upon completion of the Improvements, the Subdivider will

provide the County with a complete set of construction plans for the Improvements, certified "as built" by the engineer responsible for preparing the approved construction plans and specifications.

E. Warranty. The Subdivider warrants the public Improvements will be free from defects for a period of one (1) year from the date the County accepts the construction of the public Improvements (the "Performance Period"). The Subdivider shall correct and repair any defects in materials or workmanship, including design inadequacies and damage to or deterioration of the public Improvements, that occur before and during this Performance Period due to any cause. As a condition of the County's acceptance of dedication of any of the public Improvements, the Subdivider must post fiscal security in the form of cash, a performance bond, or other approved form and in the amount of ten percent (10%) of the cost of constructing the public Improvements, to secure the warranty established by this Agreement. It is expressly acknowledged that the public Improvements must meet County Standards at the end of the one year Construction Performance Period in order for the County to release the construction performance fiscal security.

F. Increase in Security. If the County determines the cost of constructing the Improvements exceeds the posted Security, within thirty (30) days after notice and demand, the Subdivider shall provide additional Security in an amount equal to the additional estimated cost.

G. Reduction in Security. During the construction of the Improvements, the Security may be reduced in accordance with the percentage of completion of the construction. The Executive Manager of TNR will execute Statements of Partial Reductions in the Amount of Security, when provided with the following documentation:

- 1) a professional engineer's certification of quantities of work completed;
- 2) a contractor's invoice for work completed; and
- 3) a TNR inspection report, indicating the completion of the portion of the work represented by the contractor's invoice.

After the approval and acceptance of the construction of the Improvements, the Security for the public Improvements may be reduced by ninety percent (90%) of the cost of the approved construction and held for the one-year Performance Period. After the approval of the construction of the private Improvements, the Security posted for the private Improvements will be fully released. In addition, the County agrees to release or reduce, as appropriate, the Security provided by the Subdivider, if the County accepts a substitute Security for all or any portion of the Improvements.

H. Covenant, Restriction, and Condition. In the event that the Improvements are not constructed to County Standards and the required Security has expired, the Subdivider shall not sell, transfer, or convey any of the lots in the Subdivision until sufficient Security has been posted with the County for the completion of the construction.

II. County's Obligations

A. Inspection and Approval. The County will inspect the Improvements during and at the completion of construction. If the Improvements are completed in accordance with the Standards, the County will approve the Improvements and accept the public Improvements.

B. Notice of Defect. The County will notify the Subdivider, if an inspection reveals that any portion of the Improvements is not constructed in accordance with the Standards or is otherwise defective. However, the County is not responsible for the construction of the Improvements, the quality of the material, or the construction methods utilized. In addition, the County is not responsible for making continuous on-site inspections of the construction work and the County has no privity with or responsibility for the construction contractor or any subcontractors. The Subdivider will have thirty (30) days from such notice to cure the defect. It is an event of default under this Agreement, if the defect is not cured prior to the expiration of the time to cure.

C. Performance Period Security Release. Upon the expiration of the one-year Performance Period with no damages or defects which the Executive Manager notifies the Subdivider must be corrected, the Executive Manager will release the Performance Period Security.

D. Conditions to Draw on Security. The County may draw upon any Security posted under this Agreement upon the occurrence of one or more of the following events:

- a. The failure of the Subdivider to construct the Improvements to the applicable County Standards;
- b. The Subdivider's failure to renew or replace the Security at least forty-five (45) days prior to its expiration;
- c. The acquisition of the Property or a portion of the Property by the issuer of the Security or other creditor through foreclosure or an assignment or conveyance in lieu of foreclosure;
- d. The arrangement by the Commissioners Court for the completion of one or more of the Improvements; or
- e. The determination by the Commissioners Court that the completion of one or more of the public Improvements is in the public Interest.

E. Notice of Intent to Draw. The County shall provide ten (10) days written notice of the occurrence of such an event to the Subdivider with a copy provided to any fiscal surety, lender, or escrow agent. The notice will include a statement that the County intends to provide for the performance of some or all of Subdivider's obligations hereunder for the construction of the Improvements, if the failure is not cured. The County shall be entitled to draw the amount it considers necessary to perform the Subdivider's obligations under this Agreement up to the total amount allocated for the Improvements. In lieu of a drawing based on an event described in subparagraphs (b) or (c), above, the County may accept a substitute Security.

F. Use of Proceeds.

- 1) The County must utilize the proceeds of any posted security solely for the purpose of completing the Improvements to the County's Standards or to correct defects in or failures of the Improvements.
- 2) The County may in its sole discretion complete some or all of the unfinished Improvements at the time of default, regardless of the extent to which development has taken place in the Subdivision or whether development ever commenced, without incurring any

obligation to complete any of the unfinished Improvements. If the County uses the proceeds to complete, repair, or reconstruct the Improvements, it will do so as a public trustee of the development process in order to protect purchasers and taxpayers from the adverse consequences of a subdivider default or to protect the public interest by completing the Improvements.

3) The County is not a private subdivision developer and its draft on the Security and utilization of the proceeds to complete, repair, or reconstruct the Improvements is not an acceptance of the dedication of the Improvements. The acceptance of the Improvements is specifically contingent upon the delivery to the County of Improvements, which have been constructed to County Standards or the express order of acceptance by the County's Commissioners Court.

4) The Subdivider has no claim or rights under this Agreement to funds drawn under the Security or any accrued interest earned on the funds to the extent the same are used by the County hereunder.

5) All funds obtained by the County pursuant to one or more draws under the Security shall be maintained by the County in an interest bearing account or accounts until such funds, together with accrued interest thereon (the "Escrowed Funds"), are disbursed by the County.

6) The County shall disperse all or portions of the Escrowed Funds as Improvements are completed by the County, or in accordance with the terms of a written construction contract between the County and a third party for the construction of the Improvements.

7) Escrowed Funds not used or held by the County for the purpose of completing an Improvement or correcting defects in or failures of an Improvement, together with any interest accrued thereon, shall be paid by the County to the Issuer of the Security or, if the Security was originally in the form of cash, to the Subdivider, no later than sixty (60) days following the County's acceptance of the Improvement or its decision not to complete the Improvements using Escrowed Funds, whichever date is earlier.

G. Releases. The Executive Manager will, subject to the performance of the Subdivider of its obligations under this agreement and the Travis County Standards for Construction of Streets & Drainage in Subdivisions, execute such releases of this Agreement as are necessary and reasonable upon the request of the Subdivider or a purchaser of a portion of the Property.

III. MISCELLANEOUS

A. Covenants, Restrictions, and Conditions. These Covenants, Restrictions, and Conditions will operate as covenants running with the land and will be binding upon the Subdivider and the Subdivider's legal representatives, successors and assigns.

B. Measure of Damages. The measure of damages for breach of this Agreement by the Subdivider is the actual cost of completing the Improvements in conformance with the County's Standards, including without limitation its associated administrative expenses.

C. Remedies. The remedies available to the County and the Subdivider under this Agreement and the laws of Texas are cumulative in nature.

D. Third Party Rights. No non-party shall have any right of action under this Agreement, nor shall any such non-party, including without limitation a trustee in bankruptcy, have any interest in or claim to funds drawn on the posted Security and held in escrow by the County in accordance with this Agreement.

E. Indemnification. The Subdivider shall indemnify and hold the County harmless from and against all claims, demands, costs, and liability of every kind and nature, including reasonable attorney's fees, for the defense of such claims and demands, arising from any breach on the part of Subdivider of any provision in this Agreement, or from any act or negligence of Subdivider or Subdivider's agents, contractors, employees, tenants, or licensees in the construction of the Improvements. The Subdivider further agrees to aid and defend the County, if the County is named as a defendant in an action arising from any breach on the part of Subdivider of any provision in this Agreement or from any act or negligence of Subdivider or Subdivider's agents, contractors, employees, tenants, or licensees in the construction of the Improvements.

F. No Waiver. The waiver of any provision of this Agreement will not constitute a waiver of any other provision, nor will it constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement. The County's failure to enforce any provision will not constitute a waiver or estoppel of the right to do so.

G. Attorney's Fees. The prevailing party in any litigation hereunder is entitled to recover its costs, including reasonable attorney's fees, court costs, and expert witness fees, from the other party. If the court awards relief to both parties, each will bear its own costs.

H. Successors and Assigns. This Agreement is binding on the Subdivider and the heirs, successors, and assigns of the Subdivider and on any person acquiring an ownership interest in the Property through the Subdivider. The Subdivider's obligations under this Agreement may not be assigned without the written approval of the County; provided the County's approval shall not be unreasonably withheld if the Subdivider's assignee expressly assumes all obligations of the Subdivider under this Agreement. An assignment shall not be construed as releasing the Subdivider from Subdivider's obligations under this Agreement and Subdivider's obligations hereunder shall continue notwithstanding any assignment approved pursuant to this Paragraph unless and until the County executes and delivers to the Subdivider a written release. The County agrees to release the Subdivider, if the Subdivider's assignee expressly assumes the Subdivider's obligations under this Agreement and has posted the Security required by this Agreement. The County in its sole discretion may assign some or all of its rights under this Agreement and any such assignment shall be effective upon notice to the Subdivider.

I. Expiration. This Agreement will terminate upon the vacation of the Subdivision by the Subdivider or the completion of the Subdivider's obligations under this Agreement, whichever occurs first.

J. Notice. Any notice under this Agreement must be in writing and will be effective when personally delivered or three (3) days after deposit in the U.S. Mail, postage prepaid, certified with return receipt requested, and addressed as follows:

Subdivider: PULTE HOMES OF TEXAS, L.P.
9401 ANBERGLEN BLVD., BLDG. I, SUITE 150
AUSTIN, TX 78729

County: Transportation & Natural Resources Department
P.O. Box 1748 Austin, Texas 78767
Attn: Executive Manager

Copy to: Travis County Attorney's Office
P.O. Box 1748
Austin, Texas 78767

The parties may change their respective addresses for notice to any other location in the United States in accordance with the provisions of this Paragraph.

K. Severability. If any provision of this Agreement is held by a court to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability shall not affect the validity of any other provision and the rights of the parties will be construed as if such provision was never part of this Agreement.

L. Jurisdiction and Venue. This Agreement concerns real property located in Travis County, Texas, and shall be governed and construed under Texas law. Venue for any action arising under this Agreement shall be exclusively in Travis County, Texas.

M. Captions Immaterial. The captions or headings of the paragraphs of this Agreement are for convenience only and shall not be considered in construing this Agreement.

N. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. Any oral representations or modifications concerning this Agreement shall be of no force or effect, except a subsequent written modification executed by both parties. NO OFFICIAL, EMPLOYEE, OR AGENT OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, MODIFY, OR OTHERWISE CHANGE THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COMMISSIONERS COURT.

This Agreement is executed as of the dates set forth below and is effective upon approval by the County of the final plat for the Subdivision or upon approval of Alternative Fiscal in accordance with County regulations.

TRAVIS COUNTY, TEXAS

SUBDIVIDER:

County Judge

Date:

By: 

Name: *BRENT BAKER*
Title: *VICE PRESIDENT*
Authorized Representative
Date: *8-14-13*

ACKNOWLEDGEMENT

STATE OF TEXAS

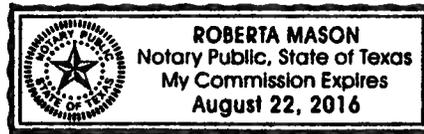
COUNTY OF TRAVIS

This instrument was acknowledged before me on the *14th* day of *August*, 2013, by *Brent Baker*, in the capacity stated herein.

Signature of Notary

Roberta Mason

After Recording Return to:
Executive Manager,
Transportation and Natural Resources
P.O. Box 1748
Austin, Texas 78701



§ EXHIBIT A: METES AND BOUNDS DESCRIPTION OF PROPERTY



Travis County Commissioners Court Agenda Request

Meeting Date: January 28, 2014

Prepared By: Paul Scoggins Engineer Specialist **Phone #:** (512) 854-7619

Division Director/Manager: Anna Bowlin, Division Director of 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 request to authorize the filing of an order to convert the public right-of-way known as Cueva de Oro Cove within The Preserve at Lost Gold Cave, Phase I to a private street - Precinct Three.

BACKGROUND/SUMMARY OF REQUEST:

On November 29, 2005 Travis County Commissioners Court passed an order authorizing the filing for record of the plat of The Preserve at Lost Gold Cave, Phase I. In that order the developer signed a statement which dedicated the street shown on the plat to the public. The subject street known as Cueva de Oro Cove was later accepted for maintenance by Travis County Commissioners Court on May 21, 2013.

In a letter from Robert C. Thompson, P.E., dated August 15, 2013, Mr. Thompson requests that Cueva de Oro Cove be converted to a private street, which takes an action of the Travis County Commissioners Court. The letter further states the reasons for converting the street to private to be as follows:

- Limit the amount of traffic and provide a safe environment for pedestrians;
- Provide the subdivision with security;
- Allow the installation of community landscaping, irrigation, and monumentation without a License Agreement; and
- Limit the amount of traffic into the subdivision which would help reduce the pollutant load to the creek (all of the drainage from the subdivision goes to Eanes Creek, a Water Supply Suburban watershed).

Declaration of Covenants, Conditions, and Restrictions (DCCRs) for the subdivision have been recorded. These DCCRs show that there is a body in place to collect fees and maintain "Common Properties" including private roads. The property owners have signed requests to abandon and discontinue the public right-of-way known as Cueva de Oro Cove.

Eanes ISD, Emergency Services Department #9 Westlake (ESD #9), City of Austin's Development Services Process Coordinator, and utility companies known to be operating in the area have stated they have no objection to privatizing the subject street. Access for utilities and emergency services will remain.

STAFF RECOMMENDATIONS:

The request has been reviewed by TNR and staff finds the request meets Section 82.206(c) of the Travis County Standards for Construction of Streets and Drainage in Subdivisions. As of this memo, staff has not received any inquiries in regards to this request. As such, TNR staff recommends the request.

ISSUES AND OPPORTUNITIES:

Lot owners within the subdivision have signed letters requesting Cueva de Oro Cove be abandoned and discontinued. It is understood that if there are future plans to gate the development that construction plans will be needed along with a permit application.

FISCAL IMPACT AND SOURCE OF FUNDING:

None.

ATTACHMENTS/EXHIBITS:

Request Letter

Order

Plat Map

Lot Owners Letters and Statements of Utility Companies,
City of Austin, Emergency Services, Eanes ISD
Sign Affidavit, Pictures, and Maps

REQUIRED AUTHORIZATIONS:

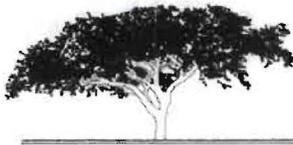
| | | | |
|-------------------|---|-----|----------------|
| Cynthia McDonald | Financial Manager | TNR | (512) 854-4239 |
| Steven M. Manilla | County Executive | TNR | (512) 854-9429 |
| Anna Bowlin | Division Director of Development Services and Long Range Planning | TNR | (512) 854-7561 |
| Don Grigsby | Engineer Associate | TNR | (512) 854-7560 |

CC:

| | | | |
|-----------------|------------------------|-----|----------------|
| Stacey Scheffel | Permit Program Manager | TNR | (512) 854-7565 |
|-----------------|------------------------|-----|----------------|

SM:AB:ps

1101 - Development Services Long Range Planning - The Preserve at Lost Gold Cave, Phase I



THOMPSON LAND ENGINEERING, LLC
Land Planning, Site Design, Subdivision Engineering

August 15, 2013

Mr. Steven M. Manilla, P.E., County Executive
Transportation and Natural Resources
Travis County
P.O. Box 1748
Austin, Texas 78767

RE: Letter of Request to Convert an Existing Public Street to a Private Street
Legal name of subdivision: The Preserve at Lost Gold Cave – Phase I
TLE No.: 1180

Dear Mr. Manilla,

This letter is to request that Cueva de Oro Cove, an existing publicly maintained street shown on the plat for “The Preserve at Lost Cove – Phase I,” be converted to a private street. We are seeking the conversion for the following reasons.

- The limiting of traffic will provide a safer environment for the children since children can often wander into the street.
- Converting the streets to private will provide the subdivision with a better feeling of security.
- Converting the streets to private will allow to the installation of community landscaping, irrigation, and monumentation without a licensing agreement.
- Limiting traffic in the subdivision should help limit the pollutant load to the creek (all of the drainage from the subdivision goes to Eanes Creek, a Water Supply Suburban watershed).

Converting is believed to also be beneficial for the County in that it removes roadway that has to be maintained from the County rolls thus saving the tax payers money.

Included in this application are:

- 1) The HOA certificate of Incorporation, (item 2 in the Requirements)
- 2) The HOA bylaws (item 3 in the Requirements)
- 3) The HOA covenants (item 4 in the Requirements)
- 4) The approval of the HOA members (item 5 in the Requirements)
- 5) Letters of approval from the utility providers (item 6 in the Requirements)
- 6) A letter of approval from the ESD (item 7 in the Requirements), and
- 7) A letter of approval from the City of Austin (item 8 in the Requirements).

Mr. Joseph P. Gieselman, Executive Manager
Transportation and Natural Resources
August 15, 2013
Page 2

We believe that with this information, the application is complete. But if you disagree, please let us know and we will get you whatever is missing. You may contact me or Mark Roeder at (512) 328-0002.

Sincerely,
THOMPSON LAND ENGINEERING, LLC

The image shows two versions of a handwritten signature. The first is in black ink, and the second is a red ink stamp of the same signature. Both signatures are cursive and appear to read "Robert C. Thompson".

Robert C. (Ric) Thompson, P.E.
M.S., C.F.M., C.P.E.S.C.

**ORDER OF THE TRAVIS COUNTY COMMISSIONERS COURT
CONVERTING CUEVA DE ORO COVE TO A PRIVATE STREET**

WHEREAS, a street and road called "Cueva de Oro Cove" (the "Street") in the Preserve at Lost Gold Cave, Phase 1, a subdivision recorded at Document Number 200500308, Official Public Records of Travis County, Texas, was dedicated to the public in 2005, and the new owners of the subdivision have applied to the Commissioners Court to change the status of the Street from public to private; and

WHEREAS, the Street has been accepted by Travis County; and

WHEREAS, on application by the engineer for the property owners of the Preserve at Lost Gold Cave, Phase 1, a request was received and a public hearing held on December 17, 2013, in the Travis County Commissioners Court ("the Court") to consider whether the Street, which connects directly to a public street called "Stoneridge Road," should be converted from a public county road and street to a private road and street through its abandonment by Travis County:

WHEREAS, the Preserve at Lost Gold Cave Homeowners Association, Inc., ("PLGCHOA") a validly existing nonprofit corporation, will maintain the Street when the conversion is approved by Travis County Commissioners Court; and

WHEREAS, by virtue of the aforementioned actions, PLGCHOA, Inc. has assumed authority and responsibility to pay applicable taxes on and maintain the Street and established easements for utilities, drainage, emergency service providers, and other public service providers so that abandonment of the Street will not substantially impair the rights of the utilities, service providers, and any and all landowners who rely on or use the Street for access; and

WHEREAS, the City of Austin, in whose extraterritorial jurisdiction the Street is located, has consented to the conversion of the county streets and roads in its extraterritorial jurisdiction from public to private by adoption of Section 30-2-159, Austin/Travis County Subdivision Regulations; and

WHEREAS, the requisite 20-day notices were posted, and the Court held a public hearing to consider and provide an opportunity for public comment on this matter; and

WHEREAS, the Court finds that the abandonment of the Street will not substantially interfere with the access rights of any affected landowner.

ORDER – Preserve at Lost Gold Cave, Phase 1

Page 2

NOW, THEREFORE, THE COURT FINDS AND ORDERS THAT:

1. The recitals to this Order are true and correct and are incorporated herein.
2. The Street is hereby classified as a third class street.
3. The Street is hereby abandoned and the public's interest in the right-of-way is relinquished, except as to the easements for utilities, drainage, and public service agencies established by such declarations and agreements.

ORDERED by unanimous vote on _____, 2014.

Samuel T. Biscoe
Travis County Judge

Ron Davis
Commissioner, Precinct 1

Bruce Todd
Commissioner, Precinct 2

Gerald Daugherty
Commissioner, Precinct 3

Margaret Gomez
Commissioner, Precinct 4

PLAT DOCUMENT #



PLATS 200500308
4 PGS

PLAT

PLAT RECORDS INDEX SHEET:

SUBDIVISION NAME: THE PRESERVE AT LOST GOLD CAVE
PHASE 1

OWNERS NAME: STONERIDGE JOINT VENTURE

RESUBDIVISION? YES NO

ADDITIONAL RESTRICTIONS / COMMENTS:

2005220886
2005220887
2005220888
2005220889
2005220890

RETURN:

COA
DON PERRYMAN
972-2784

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

2005 Nov 29 03:23 PM 200500308

KNOWLESR \$119.00

DANA DEBEAUVOIR COUNTY CLERK
TRAVIS COUNTY TEXAS

UNOFFICIAL COPY

PHOTOGRAPHIC MYLAR

11/29/05

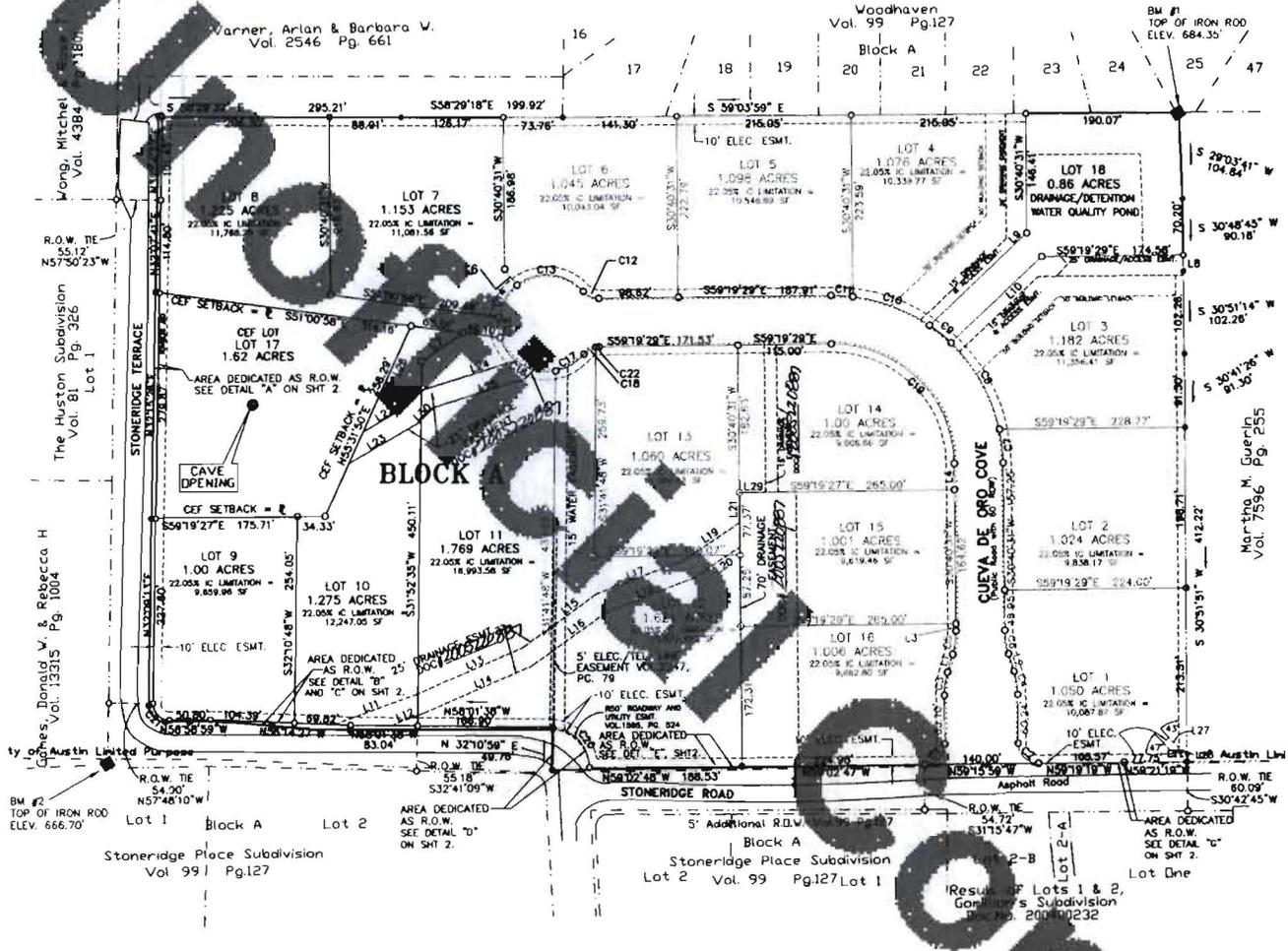
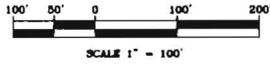
119.00

200500308

THE PRESERVE AT LOST GOLD CAVE - PHASE I

LEGEND

- ◆ BENCHMARK
- FOUND IRON ROD
- PROPOSED PIN
- EXISTING PROPERTY LINE
- - - PROPOSED LOT LINE
- - - ADJACENT PROPERTY
- - - PROPOSED DRAINAGE ESMT.
- - - GOLD CAVE LANE CENTERLINE
- - - EXISTING EASEMENT
- - - PROPOSED ELEC. ESMT.
- - - JURISDICTION BOUNDARY
- - - ROW TIES
- - - PROPOSED SIDEWALK



SURVEYOR'S CERTIFICATION:

I, THOMAS DIXON, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH CHAPTER 25 OF THE AUSTIN CITY CODE AS AMENDED, IS TRUE AND CORRECT, AND WAS PREPARED FROM AN ACTUAL ON-THE-GROUND SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION.

THOMAS DIXON R.P.L.S.
 TEXAS REGISTRATION NO. 4324
 6305 FOREST HILLS DR.
 AUSTIN, TX 78748
 512-481-9602

DATE 11/9/05



LINE TABLE

| # | LENGTH | BEARING | # | LENGTH | BEARING | # | LENGTH | BEARING |
|-----|---------|-------------|-----|---------|-------------|-----|---------|-------------|
| L1 | 72.85' | S47°22'29"W | L11 | 109.21' | S78°46'03"E | L21 | 37.43' | S30°40'31"W |
| L2 | 72.85' | N13°58'34"E | L12 | 45.72' | S78°46'03"E | L22 | 59.79' | S88°59'42"E |
| L3 | 8.95' | S30°40'31"W | L13 | 142.03' | S82°20'02"E | L23 | 97.96' | S88°59'42"E |
| L4 | 32.52' | S30°40'31"W | L14 | 145.41' | S82°20'02"E | L24 | 120.27' | S78°12'37"E |
| L5 | 15.61' | N75°40'31"E | L15 | 112.25' | N85°46'09"E | L25 | 118.10' | S78°12'37"E |
| L6 | 25.00' | N06°43'21"W | L16 | 111.68' | N85°46'09"E | L26 | 142.41' | N55°31'50"E |
| L7 | 62.20' | S86°55'48"W | L17 | 116.76' | S79°45'31"E | L27 | 17.67' | N12°35'35"W |
| L8 | 19.99' | N30°48'45"E | L18 | 116.43' | S79°45'31"E | L28 | 19.81' | N12°35'35"W |
| L9 | 165.54' | S77°41'22"W | L19 | 81.81' | N87°15'52"E | L29 | 32.50' | S59°19'27"E |
| L10 | 154.59' | S77°41'22"W | L20 | 68.16' | N87°15'52"E | L30 | 27.88' | N76°57'07"E |
| | | | | | | L31 | 32.50' | N76°57'07"E |

CURVE DATA TABLE

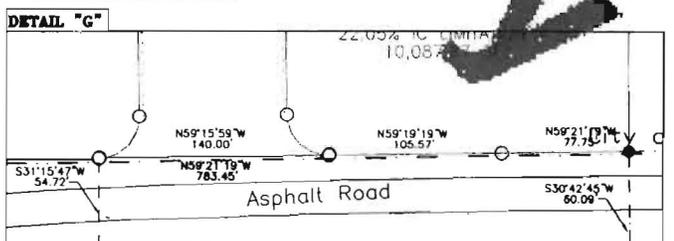
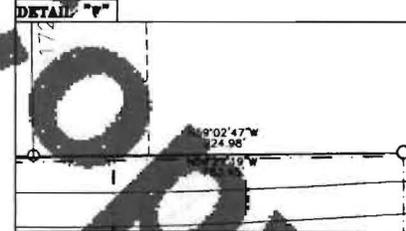
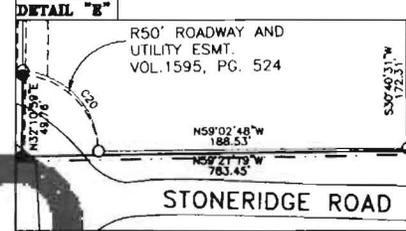
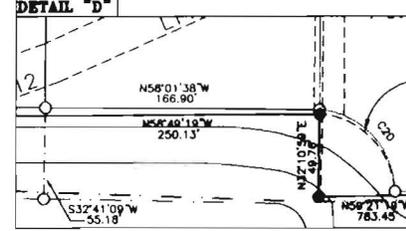
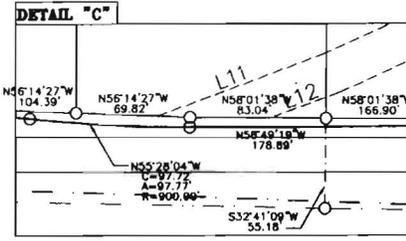
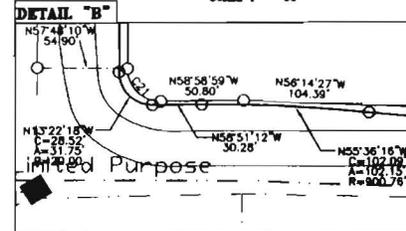
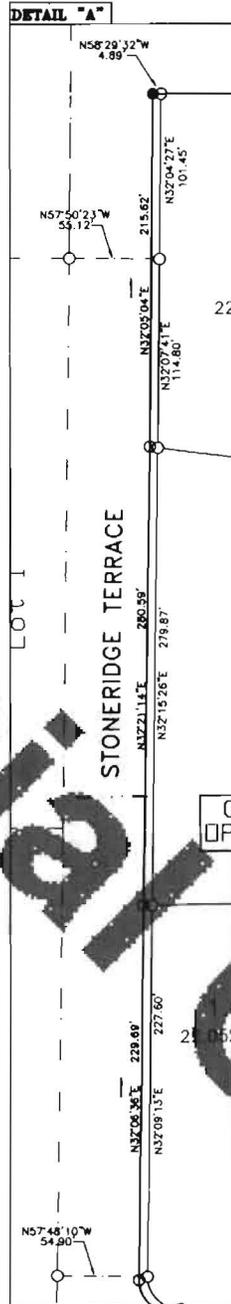
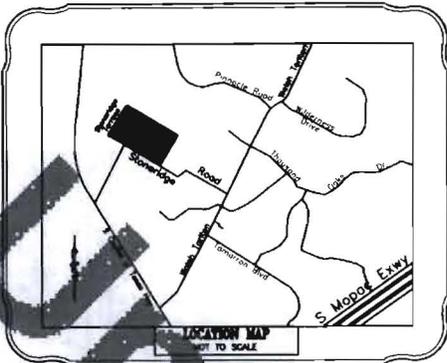
| # | CHORD | BEARING | LENGTH | RADIUS |
|-----|---------|-------------|---------|---------|
| C1 | 35.33' | S78°46'03"E | 39.29' | 25.00' |
| C2 | 35.34' | S78°46'03"E | 39.24' | 25.00' |
| C3 | 29.05' | S22°19'33"W | 29.15' | 100.00' |
| C4 | 29.04' | S22°19'33"W | 29.15' | 100.00' |
| C5 | 29.04' | S22°19'33"W | 29.15' | 100.00' |
| C6 | 29.04' | S22°19'33"W | 29.15' | 100.00' |
| C7 | 41.58' | S24°59'39"W | 41.65' | 210.00' |
| C8 | 123.02' | S02°18'49"W | 124.85' | 210.00' |
| C9 | 34.26' | S19°25'54"E | 34.30' | 210.00' |
| C10 | 100.85' | N38°00'19"W | 101.85' | 210.00' |
| C11 | 27.20' | S55°38'43"E | 27.21' | 210.00' |
| C12 | 21.00' | S34°29'05"E | 21.68' | 75.00' |
| C13 | 82.68' | S53°11'01"E | 91.19' | 60.00' |
| C14 | 45.36' | N61°03'56"E | 46.52' | 60.00' |
| C15 | 25.60' | S26°32'05"W | 23.63' | 60.00' |
| C16 | 79.93' | S27°32'57"E | 87.47' | 60.00' |
| C17 | 40.77' | S89°07'08"E | 41.59' | 60.00' |
| C18 | 17.36' | S68°39'43"E | 17.75' | 25.00' |
| C19 | 212.21' | N14°18'17"W | 235.72' | 150.00' |
| C20 | 67.42' | S11°30'20"E | 73.98' | 50.00' |
| C21 | 26.56' | S13°24'53"E | 31.81' | 20.00' |
| C22 | 3.920' | N63°49'19"W | 4.004' | 25.00' |

LOC Consultants
 Civil Structural Environmental Engineers
 1880 East Cesar Chavez, Suite 300 P.O. Box 6000
 South, Austin, Texas 78766-0300 Fax (512) 481-9602

PHOTOGRAPHIC MYLAR

200500308

THE PRESERVE AT LOST GOLD CAVE - PHASE I



| LAND INFORMATION TABLE | | | |
|---|-------|----------|------------|
| LOT NO. | ACRES | SO. | F.A.R. |
| 1 | 1.050 | 4574.90 | 0.088:1 |
| 2 | 1.024 | 44617.53 | 0.088:1 |
| 3 | 1.182 | 51503.01 | 0.088:1 |
| 4 | 1.076 | 46892.40 | 0.088:1 |
| 5 | 1.098 | 47531.72 | 0.088:1 |
| 6 | 1.045 | 45546.66 | 0.087:1 |
| 7 | 1.153 | 50256.49 | 0.079:1 |
| 8 | 1.225 | 53370.88 | 0.073:1 |
| 9 | 1.000 | 43809.30 | 0.091:1 |
| 10 | 1.275 | 55542.19 | 0.068:1 |
| 11 | 1.769 | 77068.37 | 0.051:1 |
| 12 | 1.621 | 70623.55 | 0.060:1 |
| 13 | 1.050 | 46215.11 | 0.076:1 |
| 14 | 1.000 | 43567.63 | 0.088:1 |
| 15 | 1.001 | 43625.65 | 0.086:1 |
| 16 | 1.096 | 43822.20 | 0.090:1 |
| 17 | 1.567 | 68272.78 | DEF. S.B. |
| 18 | 0.892 | 36857.44 | POND |
| GOLD CAVE LANE R.O.W. | | 1.657 | 72218.94 |
| TOTAL - BEFORE REQUIRED RIGHT-OF-WAY DEDICATION | | 22.907 | 997699.616 |
| ROW DEDICATION | | 0.160 | 6974.910 |
| TOTAL - AFTER REQUIRED RIGHT-OF-WAY DEDICATION | | 22.743 | 990724.709 |
| PHASE I | | 10.538 | 459032.280 |
| PHASE II | | 12.205 | 531692.429 |

| PROPOSED DENSITY: 1.43 UNITS/ACRE | | | | |
|-----------------------------------|-------------|--------|----------------|----------|
| STREET NAME | CLASS | WIDTH | | LENGTH |
| | | R.O.W. | P.V.M.T. WALKS | |
| GOLD CAVE LANE | RESIDENTIAL | 60.00' | 24' 4" | 1140.22' |

STREET CROSS SECTION: 24' PAVEMENT + 2' SHOULDERS

LOC Consultants
 Civil Structural Environmental Engineers
 1600 East Camp Street, Suite 100
 Austin, Texas 78702-0208
 Ph: (512) 499-0800
 Fax: (512) 499-0807

PHOTOGRAPHIC MYLAR

200500308

THE PRESERVE AT LOST GOLD CAVE - PHASE I

STATE OF TEXAS
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, KEITH SCHOENFELT, STONERIDGE JOINT VENTURER, AND CHRISTOPHER R. MILAM, ATTORNEY IN FACT FOR BETTY R. BROWN, STONERIDGE JOINT VENTURER, AS RECORDED IN DOCUMENT NO. 200411590, OWNERS OF FIVE TRACTS OF LAND, THE FIRST TRACT BEING 4.82 AC, SECOND TRACT BEING 3.460 AC, THE THIRD TRACT BEING 3.460 AC, THE FOURTH TRACT BEING 4.550, AND THE FIFTH TRACT BEING 4.940 AC, ALL TRACTS FROM PATTERSON MOORE SURVEY 70, ABSTRACT 580, TRAVIS COUNTY, TEXAS, CONVEYED TO US IN DOCUMENT NO. 2005011590, OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, DO HEREBY SUBMITS SAID ALL FIVE TRACTS OF LAND TO BE KNOWN AS:

THE PRESERVE AT LOST GOLD CAVE

SAID SUBDIVISION HAVING BEEN APPROVED FOR SUBDIVISION PURSUANT TO CHAPTER 212 AND 232 OF THE LOCAL GOVERNMENT CODE, AND DO HEREBY DEDICATE TO THE PUBLIC USE OF THE STREETS AND EASEMENTS AS SHOWN HEREON, SUBJECT TO ANY EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND, THIS 4th DAY OF July, 2005 A.D.

KEITH SCHOENFELT
STONERIDGE JOINT VENTURER
1715 CAPITAL OF TEXAS HIGHWAY, SUITE 208
AUSTIN, TEXAS 78746
(512) 328-2693

CHRISTOPHER R. MILAM, ATTORNEY IN FACT FOR BETTY R. BROWN, STONERIDGE JOINT VENTURER, AS RECORDED IN DOCUMENT NO. 200411590, 1715 CAPITAL OF TEXAS HIGHWAY, SUITE 208, AUSTIN, TEXAS 78746 (512) 328-2693

ENGINEER'S CERTIFICATION:

NO PORTION OF THIS TRACT IS WITHIN THE DESIGNATED FLOOD HAZARD AREA AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) #48453C0250E AND #48453C0205E, TRAVIS COUNTY, TEXAS, DATED 6/16/1993, COMMUNITY #481026.

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; THAT ALL INFORMATION SHOWN HEREON IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AS RELATED TO THE ENGINEERING PORTIONS THEREOF; AND THAT SAID PLAT COMPLIES WITH CHAPTER 25 AS AMENDED OF THE AUSTIN CITY CODE OF 1981 AND ALL OTHER APPLICABLE CODES AND ORDINANCES. THIS TRACT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.



11/6/05
SERGIO N. LOZANO-SANCHEZ, P.E. DATE
REGISTERED PROFESSIONAL ENGINEER STATE OF TEXAS - NO. 89158
LOC CONSULTANTS, LLP
1000 E. CESAR CHAVEZ ST., SUITE 100
AUSTIN, TEXAS 78702

STATE OF TEXAS
COUNTY OF TRAVIS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 4th DAY OF July, 2005 A.D., BY KEITH SCHOENFELT.

KEITH SCHOENFELT
1000 EAST CESAR CHAVEZ
AUSTIN, TEXAS 78702



THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 4th DAY OF July, 2005 A.D., BY CHRISTOPHER R. MILAM.

CHRISTOPHER R. MILAM
1000 EAST CESAR CHAVEZ
AUSTIN, TEXAS 78702



ACCEPTED AND AUTHORIZED FOR RECORD BY THE DIRECTOR, WATERSHED PROTECTION AND DEVELOPMENT REVIEW DEPARTMENT, CITY OF AUSTIN, COUNTY OF TRAVIS, THIS 4th DAY OF October, 2005, A.D.

JOE PANTALONI
WATERSHED PROTECTION AND DEVELOPMENT REVIEW
DATE: 10-4-05

CITY OF AUSTIN ON-SITE SEWAGE FACILITY (OSSF) PLAT NOTES

- NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR A PRIVATE ON-SITE SEWAGE DISPOSAL, WHICH HAS BEEN APPROVED BY THE CITY OF AUSTIN, WATER UTILITY, UTILITY DEVELOPMENT SERVICES (UDS) DIVISION.
- NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A CITY OF AUSTIN APPROVED PUBLIC WATER SYSTEM OR INDIVIDUAL WATER WELL. PLEASE REFER TO NOTE #4 OF THE GENERAL NOTES LOCATED ON SHEET #4 OF 4.
- NO CONSTRUCTION MAY BEGIN ON ANY LOT IN THIS SUBDIVISION UNTIL PLANS FOR THE PRIVATE ON-SITE SEWAGE DISPOSAL SYSTEM ARE SUBMITTED TO AND APPROVED BY THE CITY OF AUSTIN, WATER UTILITY, UDS DIVISION.
- ALL DEVELOPMENT ON ALL LOTS IN THIS SUBDIVISION MUST BE IN ACCORDANCE WITH THE CURRENT MINIMUM REQUIREMENTS OF THE CHAPTER 25-4 OF THE CODE OF THE CITY OF AUSTIN AT THE TIME OF CONSTRUCTION.
- WATER WELLS IN THE SUBDIVISION MUST BE PROPERLY ABANDONED UPON CONNECTION TO CITY WATER SERVICE.
- THESE RESTRICTIONS ARE ENFORCEABLE BY THE CITY OF AUSTIN, WATER UTILITY, UDS DIVISION.

7/5/2005
DATE

ACCEPTED AND AUTHORIZED FOR RECORD BY THE ZONING AND PLATTING COMMISSION OF THE CITY OF AUSTIN, TEXAS, THIS THE 4th DAY OF October, 2005.

BETTY BAKER, CHAIRPERSON
CLARK HAMMONDE, SECRETARY

STATE OF TEXAS
COUNTY OF TRAVIS

I, DANA DEBEAUNOR, CLERK OF THE COUNTY COURT, OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE 4th DAY OF November, 2005, A.D., THE COMMISSIONER'S COURT OF TRAVIS COUNTY TEXAS PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT, AND THAT SAID ORDER WAS DULY ENTERED IN THE MINUTES OF SAID COURT.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY COURT OF SAID COUNTY, THE 4th DAY OF November, 2005, A.D.

DANA DEBEAUNOR, COUNTY CLERK
M. Bryant, DEPUTY



I, DANA DEBEAUNOR, CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 4th DAY OF November, 2005, A.D., AT 10:23 O'CLOCK A.M., PLAT RECORDS OF SAID COUNTY AND STATE IN DOCUMENT NUMBER 200500308, OFFICIAL RECORDS OF TRAVIS COUNTY.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THIS 4th DAY OF November, 2005, A.D.

DANA DEBEAUNOR, COUNTY CLERK
TRAVIS COUNTY, TEXAS
J. RANEY, DEPUTY



STATE OF TEXAS
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS: THAT WE, KEITH SCHOENFELT, STONERIDGE JOINT VENTURER, AND CHRISTOPHER R. MILAM, ATTORNEY IN FACT FOR BETTY R. BROWN, STONERIDGE JOINT VENTURER, AS RECORDED IN DOCUMENT NO. 200411590, OWNERS OF FIVE TRACTS OF LAND, THE FIRST TRACT BEING 4.82 AC, SECOND TRACT BEING 3.460 AC, THE THIRD TRACT BEING 3.460 AC, THE FOURTH TRACT BEING 4.550, AND THE FIFTH TRACT BEING 4.940 AC, ALL TRACTS COMBINED EQUAL IN SUM TO 22.907 AC FROM PATTERSON MOORE SURVEY 70, ABSTRACT 580, TRAVIS COUNTY, TEXAS, CONVEYED TO US IN DOCUMENT NO. 2005011590, OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, DO HEREBY SUBMIT SAID ALL FIVE TRACTS OF LAND, IN ACCORDANCE WITH THE ATTACHED PLAT, TO BE KNOWN AS:

THE PRESERVE AT LOST GOLD CAVE - PHASE I

SAID SUBDIVISION HAVING BEEN APPROVED FOR SUBDIVISION PURSUANT TO CHAPTER 212 AND 232 OF THE LOCAL GOVERNMENT CODE, DO HEREBY DEDICATE TO THE PUBLIC USE OF THE STREETS AND EASEMENTS AS SHOWN HEREON, SUBJECT TO ANY EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

PHOTOGRAPHIC MYLAR

200500308

THE PRESERVE AT LOST GOLD CAVE - PHASE I

GENERAL NOTES:

1. ALL STREETS IN THE SUBDIVISION WILL BE CONSTRUCTED USING CITY OF AUSTIN ALTERNATE URBAN STANDARDS.
2. PROPERTY OWNERS SHALL PROVIDE FOR ACCESS TO DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY GOVERNMENT AUTHORITIES.
3. THIS PROJECT IS LOCATED IN THE EANES CREEK WATERSHED, CLASSIFIED AS WATER SUPPLY SUBURBAN, AND IS LOCATED OVER THE EDWARD'S AQUIFER RECHARGE ZONE.
4. NO LOT WILL BE OCCUPIED UNTIL THE STRUCTURE IS CONNECTED TO AN APPROVED INDIVIDUAL ONSITE WELL OR IF CITY OF AUSTIN APPROVED A PUBLIC WATER SYSTEM OWNED BY THE CITY OF AUSTIN. IF THE CITY APPROVES A CONNECTION TO THE CITY WATER SYSTEM, THE LANDOWNER, AT OWN EXPENSE, WILL BE RESPONSIBLE FOR PROMOVING THE WATER UTILITY IMPROVEMENTS, OFFSITE MAIN EXTENSION, AND SYSTEM UPGRADES. THE WATER SYSTEM SERVING THIS SUBDIVISION MUST BE IN ACCORDANCE WITH THE CITY DESIGN CRITERIA. THE UTILITY PLAN MUST BE REVIEWED AND APPROVED BY THE AUSTIN WATER DEPARTMENT. THE UTILITY CONSTRUCTION MUST BE INSPECTED BY THE CITY. THE LANDOWNER MUST PAY THE ASSOCIATED CITY FEES.
5. WATER AND WASTEWATER SYSTEMS SERVING THIS SUBDIVISION, SHALL BE DESIGNED AND INSTALLED IN ACCORDANCE WITH THE CITY OF AUSTIN AND THE STATE HEALTH DEPARTMENT PLANS AND SPECIFICATIONS. SUBMITTED TO THE CITY OF AUSTIN WATER AND WASTEWATER DEPARTMENT AND THE T.C.E.O. FOR REVIEW AND APPROVAL.
6. FOR ALL CONSTRUCTION SITES IN THIS SUBDIVISION, DRAINAGE PLANS WILL BE SUBMITTED TO THE CITY OF AUSTIN FOR REVIEW. RAINFALL RUN-OFF SHALL BE HELD TO THE AMOUNT EXISTING AT UNIMPAVED SITES BY PONDING OR OTHER APPROVED METHODS.
7. NO DRIVEWAY SHALL BE CONSTRUCTED CLOSER THAN 150 FEET (150') TO THE EDGE OF PAVEMENT OF ANY INTERSECTING ARTERIAL STREET. NO DRIVEWAY SHALL BE CONSTRUCTED CLOSER THAN 50 FEET (50') TO THE EDGE OF PAVEMENT OF ANY INTERSECTING LOCAL OR COLLECTOR STREET.
8. AT THE TIME OF RECORDING THIS FINAL DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS, COME INTO BEING WITH CHAPTER 25-4-232 OF THE LAND DEVELOPMENT CODE, SHALL BE RECORDED IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.
9. PUBLIC SIDEWALKS, BUILT TO THE CITY OF AUSTIN STANDARDS, ARE REQUIRED ALONG BOTH SIDES OF THE STREETS INTERNAL TO THE SUBDIVISION AS SHOWN BY A DOTTED LINE ON THE FACE OF THE PLAT. THESE SIDEWALKS ARE REQUIRED TO BE IN PLACE PRIOR TO THE LOTS BEING OCCUPIED. FAILURE TO COMPLY WITH THE REQUIREMENTS MAY RESULT IN THE WITHHOLDING OF CERTIFICATES OF OCCUPANCY, BUILDING PERMITS, UTILITY CONNECTIONS BY THE GOVERNING BODY OR UTILITY COMPANY.
10. AUSTIN ENERGY HAS THE RIGHT TO PRUNE AND REMOVE THE NEARBY TREE AND OTHER OBSTRUCTIONS TO THE EXTENT NECESSARY TO KEEP EASEMENTS CLEAR. AUSTIN ENERGY WILL PERFORM ALL TREE WORK IN COMPLIANCE WITH CHAPTERS 25-8, SUBCHAPTER B OF THE CITY OF AUSTIN LAND DEVELOPMENT CODE.
11. THE OWNER/DEVELOPER OF THIS SUBDIVISION SHALL PROVIDE AUSTIN ENERGY WITH ANY EASEMENT AND/OR ACCESS REQUIRED, IN ADDITION TO THOSE INDICATED ON THE PLAT. INSTALLATION AND ONGOING MAINTENANCE OF OVERHEAD AND UNDERGROUND ELECTRIC FACILITIES. THESE EASEMENTS AND/OR ACCESS ARE REQUIRED TO PROVIDE ELECTRIC SERVICE TO THE BUILDING AND WILL NOT BE LOCATED SO AS TO CAUSE THE SITE TO BE IN VIOLATION OF COMPLIANCE WITH CHAPTER 25-8 OF THE CITY OF AUSTIN LAND DEVELOPMENT CODE.
12. THE OWNER SHALL BE RESPONSIBLE FOR ANY INSTALLATION OF TEMPORARY EROSION CONTROL, REVEGETATION AND TREE PROTECTION. IN ADDITION, THE OWNER SHALL BE RESPONSIBLE FOR ANY TREE PRUNING AND TREE REMOVAL THAT IS WITHIN 10 FEET OF THE CENTERLINE OF THE OVERHEAD ELECTRIC FACILITIES DESIGNED TO PROVIDE ELECTRIC SERVICE TO THIS PROJECT.
13. THE OWNER OF THE PROPERTY IS RESPONSIBLE FOR MAINTAINING CLEARANCES REQUIRED BY THE NATIONAL ELECTRIC SAFETY CODE, OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) REGULATIONS, CITY OF AUSTIN RULES AND REGULATIONS AND TEXAS STATE LAWS PERTAINING TO CLEARANCES WHEN WORKING IN CLOSE PROXIMITY TO OVERHEAD POWER LINES AND EQUIPMENT. AUSTIN ENERGY WILL NOT RENDER ELECTRIC SERVICE UNLESS REQUIRED CLEARANCES ARE MAINTAINED. ALL COSTS INCURRED BECAUSE OF FAILURE TO COMPLY WITH THE REQUIRED CLEARANCES WILL BE CHARGED TO THE OWNER.
14. NO BUILDINGS, FENCES, LANDSCAPING OR OTHER OBSTRUCTIONS ARE PERMITTED IN DRAINAGE EASEMENTS, EXCEPT AS APPROVED BY THE CITY OF AUSTIN OR TRAVIS COUNTY.
15. ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR ASSIGNS.
16. PARKLAND REQUIREMENTS FOR STONERIDGE PRELIMINARY PLAN: 16 LOTS X 2.8 PERSONS/LOT X 5.0/1,000 = 0.224 ACRES.
17. BUILDING SETBACK LINES SHALL BE IN CONFORMANCE WITH THE CITY OF AUSTIN ZONING ORDINANCE REQUIREMENTS.
18. EROSION/SEDIMENTATION CONTROLS ARE REQUIRED FOR ALL CONSTRUCTION ON EACH LOT. THIS INCLUDES SINGLE-FAMILY AND DUPLEX CONSTRUCTION, PURSUANT TO LOC SECTION 25-8-181 & 184, AND THE ENVIRONMENTAL CRITERIA MANUAL.
19. WATER QUALITY CONTROLS ARE REQUIRED FOR ALL DEVELOPMENT WITH IMPERVIOUS COVER IN EXCESS OF 20% OF THE NET SITE AREA OF EACH LOT PURSUANT TO LOC SECTION 25-8-211.
20. MAINTENANCE OF THE WATER QUALITY CONTROLS REQUIRED ABOVE, SHALL BE ACCORDING TO CITY OF AUSTIN STANDARDS.
21. LOTS 8, 9, 10, AND 11 ARE RESTRICTED TO HAVE ACCESS TO STONERIDGE TERRACE ONLY.
22. THE PROPERTY SHOWN HEREIN IS NOT LOCATED IN A DESIGNATED FLOOD HAZARD AREA ACCORDING TO MAP PANEL 48453C02085E JUNE 16, 1193, OF THE FLOOD INSURANCE RATE MAP FOR THE CITY OF AUSTIN.
23. WATERSHED STATUS - THIS PROJECT SHALL BE DEVELOPED, CONSTRUCTED AND MAINTAINED IN CONFORMANCE WITH THE SAME TERMS AND CONDITIONS OF THE CITY LAND DEVELOPMENT CODE AS OF THE PROJECT APPLICATION FEE.

24. THIS SUBDIVISION WILL HAVE THE ELECTRIC SERVICE PROVIDED BY AUSTIN ENERGY.
25. THIS SUBDIVISION WILL HAVE THE PHONE SERVICE PROVIDED BY SBC.
26. THIS SUBDIVISION WILL HAVE THE WATER SERVICE PROVIDED BY THE CITY OF AUSTIN.
27. THIS SUBDIVISION WILL HAVE THE GAS SERVICE PROVIDED BY TEXAS GAS SERVICE.
28. FOR A MINIMUM TRAVEL DISTANCE OF 25' FROM THE ROADWAY EDGE, DRIVEWAY GRADES MAY EXCEED 14% ONLY WITH SPECIFIC APPROVAL OF SURFACE AND GEOMETRIC DESIGN PROPOSALS BY THE CITY OF AUSTIN.
29. 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 REPLATING MAY BE REQUIRED, AT THE OWNER'S SOLE EXPENSE, IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.
30. ALL STREETS, DRAINAGE, SIDEWALKS, EROSION CONTROLS, AND WATER AND WASTEWATER LINES ARE REQUIRED TO BE CONSTRUCTED AND INSTALLED TO CITY OF AUSTIN STANDARDS.
31. NO STRUCTURE SHALL BE OCCUPIED UNTIL THE WATER QUALITY CONTROL AND DETENTION FACILITY HAVE BEEN CONSTRUCTED, INSPECTED, AND ACCEPTED BY THE CITY OF AUSTIN.
32. THE FOLLOWING LOTS MAY HAVE SLOPES GREATER THAN 15%. LOTS 7, 8, 10, AND 11 CONSTRUCTION ON THESE LOTS SHALL COMPLY WITH LOC. SECTIONS 25-8-303(B), REGARDING CONSTRUCTION ON SLOPES.
33. TRAVIS COUNTY DEVELOPMENT PERMIT REQUIRED PRIOR TO ANY SITE DEVELOPMENT.
34. THE LANDOWNER IS RESPONSIBLE FOR PROVIDING THE SUBDIVISION INFRASTRUCTURE, INCLUDING THE WATER SYSTEM IMPROVEMENTS, OFFSITE MAIN EXTENSION, AND SYSTEM UPGRADES.
35. THIS SUBDIVISION PLAT HAS BEEN 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 JULY 10, 2013, THE SUBDIVIDER IS RESPONSIBLE FOR THE CONSTRUCTION OF ALL STREETS AND FACILITIES NEEDED TO SERVE THE LOTS WITHIN THE SUBDIVISION. THIS RESPONSIBILITY MAY BE ASSIGNED IN ACCORDANCE WITH THE TERMS OF THAT AGREEMENT. FOR THE CONSTRUCTION AGREEMENT PERTAINING TO THIS SUBDIVISION, SEE THE SEPARATE INSTRUMENT RECORDED IN DOC# 2013010808 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS/WILLIAMSON COUNTY, TEXAS.
36. LOT 17, THE LOT THAT CONTAINS LOST GOLD CAVE, WILL BE MAINTAINED BY THE OWNER OF LOT 17 IN ACCORDANCE TO THE CITY OF AUSTIN AND TRAVIS COUNTY STANDARDS FOR LOT MAINTENANCE.
37. THE PRESERVE AT LOST GOLD CAVE HOMEOWNERS ASSOCIATION WILL BE RESPONSIBLE FOR MAINTENANCE OF THE WATER QUALITY AND DETENTION POND FEATURES PER RESTRICTIVE COVENANT RECORDED IN DOCUMENT 2013010809.
38. RESIDENTIAL LOTS IN THIS SUBDIVISION SHALL BE LIMITED TO 22.05% IMPERVIOUS COVER OF THE LOT GROSS SITE AREA. SEE THE FACE OF THE PLAT FOR EXACT IMPERVIOUS COVER LIMITATIONS FOR INDIVIDUAL LOTS.

TRAVIS COUNTY PLAT NOTES

IN APPROVING THIS PLAT, THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS, ASSUMES NO OBLIGATION TO BUILD THE STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH.

THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, AND ALL BRIDGES AND CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IN SUCH STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES OR IN CONNECTION THEREWITH, IS THE RESPONSIBILITY OF THE OWNER AND/OR DEVELOPER OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS.

THE OWNER(S) OF THE SUBDIVISION SHALL CONSTRUCT THE SUBDIVISION'S STREET AND DRAINAGE IMPROVEMENTS (THE "IMPROVEMENTS") TO COUNTY STANDARDS IN ORDER FOR THE COUNTY TO ACCEPT THE PUBLIC IMPROVEMENTS FOR MAINTENANCE OR TO RELEASE FISCAL SECURITY FROM SUCH PRIVATE IMPROVEMENTS. TO SECURE THIS OBLIGATION, THE OWNER(S) MUST POST FISCAL SECURITY WITH THE COUNTY IN THE AMOUNT OF THE ESTIMATED COST OF SUCH IMPROVEMENTS.

THE OWNER(S)' OBLIGATION TO CONSTRUCT THE IMPROVEMENTS TO COUNTY STANDARDS AND TO POST THE FISCAL SECURITY TO SECURE SUCH CONSTRUCTION IS A CONTINUING OBLIGATION THAT RESTS ON THE OWNERS AND THEIR SUCCESSORS AND ASSIGNS UNTIL THE PUBLIC IMPROVEMENTS HAVE BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY, OR THE PRIVATE IMPROVEMENTS HAVE BEEN MAINTAINED AND ARE PERFORMING TO COUNTY STANDARDS.

THE AUTHORIZATION OF THIS PLAT BY THE COMMISSIONERS COURT FOR FILING OR THE SUBSEQUENT ACCEPTANCE FOR MAINTENANCE BY TRAVIS COUNTY, TEXAS, OF ROADS AND STREETS IN THE SUBDIVISION DOES NOT OBLIGATE THE COUNTY TO INSTALL STREET NAME SIGNS OR ERECT TRAFFIC CONTROL SIGNS SUCH AS SPEED LIMIT, STOP SIGNS, AND YIELD SIGNS, WHICH IS CONSIDERED TO BE A PART OF THE DEVELOPER'S CONSTRUCTION.

REQUEST TO ABANDON AND DISCONTINUE PUBLIC RIGHT OF WAY

SUBDIVISION: **THE PRESERVE AT LOST GOLD CAVE**, according to the plats thereof recorded in document Numbers 200500308 and 200500312 of the Official Public Records of Travis County, Texas.

RIGHT OF WAY: Cueva de Oro Cove, as shown on the plats referenced above.

LOT OWNER: David Butler and Chrissy Butler
ADDRESS: 2021 Cueva de Oro Cove, Austin, TX 78746
PROPERTY: Lot 1, **THE PRESERVE AT LOST GOLD CAVE** subdivision, Travis County, Texas.

The undersigned own the Property described above, which Property abuts the street known as Cueva de Oro Cove in **THE PRESERVE AT LOST GOLD CAVE** subdivision, as shown on the plats reference above.

The undersigned petition the Commissioners Court of Travis County, Texas to abandon and discontinue the public right of way known as Cueva de Oro Cove in **THE PRESERVE AT LOST GOLD CAVE** subdivision, as shown on the plats referenced above.

The undersigned petition the Commissioners Court of Travis County, Texas to convert the public right of way known as Cueva de Oro Cove in **THE PRESERVE AT LOST GOLD CAVE** subdivision, as shown on the plats referenced above, from a public street to a private street.



David Butler

Date: 9/4/12



Chrissy Butler

Date: 9/4/12

REQUEST TO ABANDON AND DISCONTINUE PUBLIC RIGHT OF WAY

SUBDIVISION: **THE PRESERVE AT LOST GOLD CAVE**, according to the plats thereof recorded in document Numbers 200500308 and 200500312 of the Official Public Records of Travis County, Texas.

RIGHT OF WAY: Cueva de Oro Cove, as shown on the plats referenced above.

LOT OWNER: Eric J. Kuhn

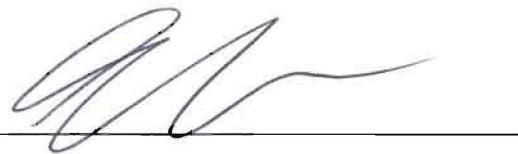
ADDRESS: 2009 Cueva de Oro Cove, Austin, TX 78746

PROPERTY: Lot 2, **THE PRESERVE AT LOST GOLD CAVE** subdivision, Travis County, Texas.

The undersigned own the Property described above, which Property abuts the street known as Cueva de Oro Cove in **THE PRESERVE AT LOST GOLD CAVE** subdivision, as shown on the plats reference above.

The undersigned petition the Commissioners Court of Travis County, Texas to abandon and discontinue the public right of way known as Cueva de Oro Cove in **THE PRESERVE AT LOST GOLD CAVE** subdivision, as shown on the plats referenced above.

The undersigned petition the Commissioners Court of Travis County, Texas to convert the public right of way known as Cueva de Oro Cove in **THE PRESERVE AT LOST GOLD CAVE** subdivision, as shown on the plats referenced above, from a public street to a private street.



Eric J. Kuhn

Date: 6/27/13

REQUEST TO ABANDON AND DISCONTINUE PUBLIC RIGHT OF WAY

SUBDIVISION: **THE PRESERVE AT LOST GOLD CAVE**, according to the plats thereof recorded in document Numbers 200500308 and 200500312 of the Official Public Records of Travis County, Texas.

RIGHT OF WAY: Cueva de Oro Cove, as shown on the plats referenced above.

LOT OWNER: Oscar Gomez and Elsa Gomez
ADDRESS: 2001 Cueva de Oro Cove, Austin, TX 78746
PROPERTY: Lot 3, **THE PRESERVE AT LOST GOLD CAVE** subdivision, Travis County, Texas.

The undersigned own the Property described above, which Property abuts the street known as Cueva de Oro Cove in **THE PRESERVE AT LOST GOLD CAVE** subdivision, as shown on the plats reference above.

The undersigned petition the Commissioners Court of Travis County, Texas to abandon and discontinue the public right of way known as Cueva de Oro Cove in **THE PRESERVE AT LOST GOLD CAVE** subdivision, as shown on the plats referenced above.

The undersigned petition the Commissioners Court of Travis County, Texas to convert the public right of way known as Cueva de Oro Cove in **THE PRESERVE AT LOST GOLD CAVE** subdivision, as shown on the plats referenced above, from a public street to a private street.

Oscar Gomez

Date:

Elsa Gomez

Date:

8.30.2012

REQUEST TO ABANDON AND DISCONTINUE PUBLIC RIGHT OF WAY

SUBDIVISION: **THE PRESERVE AT LOST GOLD CAVE**, according to the plats thereof recorded in document Numbers 200500308 and 200500312 of the Official Public Records of Travis County, Texas.

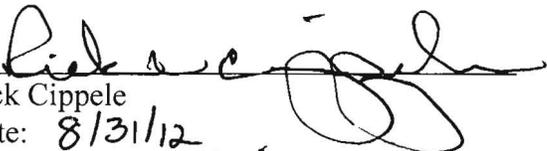
RIGHT OF WAY: Cueva de Oro Cove, as shown on the plats referenced above.

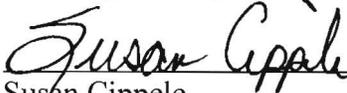
LOT OWNER: Rick Cippelle and Susan Cippelle
ADDRESS: 1929 Cueva de Oro Cove, Austin, TX 78746
PROPERTY: Lot 4, **THE PRESERVE AT LOST GOLD CAVE** subdivision, Travis County, Texas.

The undersigned own the Property described above, which Property abuts the street known as Cueva de Oro Cove in **THE PRESERVE AT LOST GOLD CAVE** subdivision, as shown on the plats reference above.

The undersigned petition the Commissioners Court of Travis County, Texas to abandon and discontinue the public right of way known as Cueva de Oro Cove in **THE PRESERVE AT LOST GOLD CAVE** subdivision, as shown on the plats referenced above.

The undersigned petition the Commissioners Court of Travis County, Texas to convert the public right of way known as Cueva de Oro Cove in **THE PRESERVE AT LOST GOLD CAVE** subdivision, as shown on the plats referenced above, from a public street to a private street.


Rick Cippelle
Date: 8/31/12


Susan Cippelle
Date: 8/31/12

REQUEST TO ABANDON AND DISCONTINUE PUBLIC RIGHT OF WAY

SUBDIVISION: **THE PRESERVE AT LOST GOLD CAVE**, according to the plats thereof recorded in document Numbers 200500308 and 200500312 of the Official Public Records of Travis County, Texas.

RIGHT OF WAY: Cueva de Oro Cove, as shown on the plats referenced above.

LOT OWNER: Chris Miller and Laura Rulon-Miller
ADDRESS: 1921 Cueva de Oro Cove, Austin, TX 78746
PROPERTY: Lot 5, **THE PRESERVE AT LOST GOLD CAVE** subdivision, Travis County, Texas.

The undersigned own the Property described above, which Property abuts the street known as Cueva de Oro Cove in **THE PRESERVE AT LOST GOLD CAVE** subdivision, as shown on the plats reference above.

The undersigned petition the Commissioners Court of Travis County, Texas to abandon and discontinue the public right of way known as Cueva de Oro Cove in **THE PRESERVE AT LOST GOLD CAVE** subdivision, as shown on the plats referenced above.

The undersigned petition the Commissioners Court of Travis County, Texas to convert the public right of way known as Cueva de Oro Cove in **THE PRESERVE AT LOST GOLD CAVE** subdivision, as shown on the plats referenced above, from a public street to a private street.



Chris Miller

Date:



Laura Rulon-Miller

Date:

REQUEST TO ABANDON AND DISCONTINUE PUBLIC RIGHT OF WAY

SUBDIVISION: **THE PRESERVE AT LOST GOLD CAVE**, according to the plats thereof recorded in document Numbers 200500308 and 200500312 of the Official Public Records of Travis County, Texas.

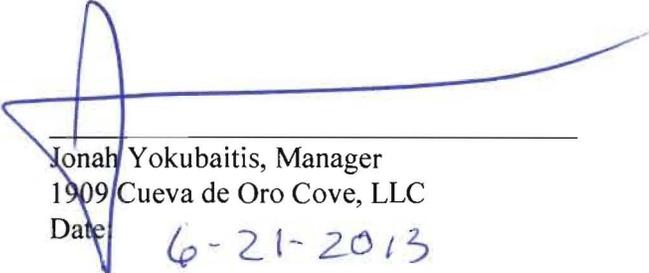
RIGHT OF WAY: Cueva de Oro Cove, as shown on the plats referenced above.

LOT OWNER: 1909 Cueva de Oro Cove, LLC
ADDRESS: 1909 Cueva de Oro Cove, Austin, TX 78746
PROPERTY: Lot 6, **THE PRESERVE AT LOST GOLD CAVE** subdivision, Travis County, Texas.

The undersigned own the Property described above, which Property abuts the street known as Cueva de Oro Cove in **THE PRESERVE AT LOST GOLD CAVE** subdivision, as shown on the plats reference above.

The undersigned petition the Commissioners Court of Travis County, Texas to abandon and discontinue the public right of way known as Cueva de Oro Cove in **THE PRESERVE AT LOST GOLD CAVE** subdivision, as shown on the plats referenced above.

The undersigned petition the Commissioners Court of Travis County, Texas to convert the public right of way known as Cueva de Oro Cove in **THE PRESERVE AT LOST GOLD CAVE** subdivision, as shown on the plats referenced above, from a public street to a private street.



Jonah Yokubaitis, Manager
1909 Cueva de Oro Cove, LLC
Date

6-21-2013

REQUEST TO ABANDON AND DISCONTINUE PUBLIC RIGHT OF WAY

SUBDIVISION: **THE PRESERVE AT LOST GOLD CAVE**, according to the plats thereof recorded in document Numbers 200500308 and 200500312 of the Official Public Records of Travis County, Texas.

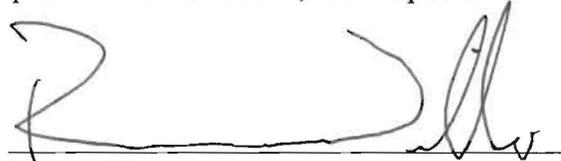
RIGHT OF WAY: Cueva de Oro Cove, as shown on the plats referenced above.

LOT OWNER: Robert Wills and Danielle Wills
ADDRESS: 1805 Cueva de Oro Cove, Austin, TX 78746
PROPERTY: Lot ~~8~~⁷⁸, **THE PRESERVE AT LOST GOLD CAVE** subdivision, Travis County, Texas.

The undersigned own the Property described above, which Property abuts the street known as Cueva de Oro Cove in **THE PRESERVE AT LOST GOLD CAVE** subdivision, as shown on the plats reference above.

The undersigned petition the Commissioners Court of Travis County, Texas to abandon and discontinue the public right of way known as Cueva de Oro Cove in **THE PRESERVE AT LOST GOLD CAVE** subdivision, as shown on the plats referenced above.

The undersigned petition the Commissioners Court of Travis County, Texas to convert the public right of way known as Cueva de Oro Cove in **THE PRESERVE AT LOST GOLD CAVE** subdivision, as shown on the plats referenced above, from a public street to a private street.



Robert Wills

Date:



Danielle Wills

Date:

REQUEST TO ABANDON AND DISCONTINUE PUBLIC RIGHT OF WAY

SUBDIVISION: **THE PRESERVE AT LOST GOLD CAVE**, according to the plats thereof recorded in document Numbers 200500308 and 200500312 of the Official Public Records of Travis County, Texas.

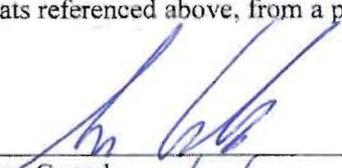
RIGHT OF WAY: Cueva de Oro Cove, as shown on the plats referenced above.

LOT OWNER: Sean Cusack and Meliysa Cusack
ADDRESS: 2001 and 2011 Cueva de Oro Cove, Austin, TX 78746
PROPERTY: Lots 9 and 10, **THE PRESERVE AT LOST GOLD CAVE** subdivision, Travis County, Texas.

The undersigned own the Property described above, which Property abuts the street known as Cueva de Oro Cove in **THE PRESERVE AT LOST GOLD CAVE** subdivision, as shown on the plats reference above.

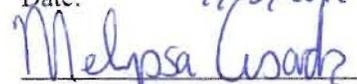
The undersigned petition the Commissioners Court of Travis County, Texas to abandon and discontinue the public right of way known as Cueva de Oro Cove in **THE PRESERVE AT LOST GOLD CAVE** subdivision, as shown on the plats referenced above.

The undersigned petition the Commissioners Court of Travis County, Texas to convert the public right of way known as Cueva de Oro Cove in **THE PRESERVE AT LOST GOLD CAVE** subdivision, as shown on the plats referenced above, from a public street to a private street.



Sean Cusack

Date: 9/23/2012



Meliysa Cusack

Date: 9/23/2012

REQUEST TO ABANDON AND DISCONTINUE PUBLIC RIGHT OF WAY

SUBDIVISION: **THE PRESERVE AT LOST GOLD CAVE**, according to the plats thereof recorded in document Numbers 200500308 and 200500312 of the Official Public Records of Travis County, Texas.

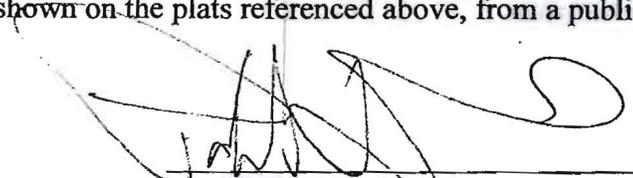
RIGHT OF WAY: Cueva de Oro Cove, as shown on the plats referenced above.

LOT OWNER: Patrick Drew and Kathryn Drew
ADDRESS: 2015 Cueva de Oro Cove, Austin, TX 78746
PROPERTY: Lot 11, **THE PRESERVE AT LOST GOLD CAVE** subdivision, Travis County, Texas.

The undersigned own the Property described above, which Property abuts the street known as Cueva de Oro Cove in **THE PRESERVE AT LOST GOLD CAVE** subdivision, as shown on the plats reference above.

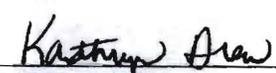
The undersigned petition the Commissioners Court of Travis County, Texas to abandon and discontinue the public right of way known as Cueva de Oro Cove in **THE PRESERVE AT LOST GOLD CAVE** subdivision, as shown on the plats referenced above.

The undersigned petition the Commissioners Court of Travis County, Texas to convert the public right of way known as Cueva de Oro Cove in **THE PRESERVE AT LOST GOLD CAVE** subdivision, as shown on the plats referenced above, from a public street to a private street.


Patrick Drew

Date:

10/3/12


Kathryn Drew

Kathryn Drew

Date:

10/03/12

REQUEST TO ABANDON AND DISCONTINUE PUBLIC RIGHT OF WAY

SUBDIVISION: **THE PRESERVE AT LOST GOLD CAVE**, according to the plats thereof recorded in document Numbers 200500308 and 200500312 of the Official Public Records of Travis County, Texas.

RIGHT OF WAY: Cueva de Oro Cove, as shown on the plats referenced above.

LOT OWNER: Douglas Rivera and Tera Ferguson
ADDRESS: 1912 Cueva de Oro Cove, Austin, TX 78746
PROPERTY: Lot 12, **THE PRESERVE AT LOST GOLD CAVE** subdivision, Travis County, Texas.

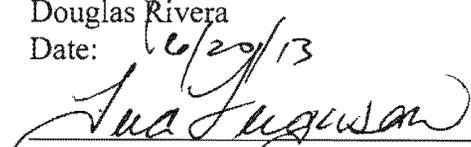
The undersigned own the Property described above, which Property abuts the street known as Cueva de Oro Cove in **THE PRESERVE AT LOST GOLD CAVE** subdivision, as shown on the plats reference above.

The undersigned petition the Commissioners Court of Travis County, Texas to abandon and discontinue the public right of way known as Cueva de Oro Cove in **THE PRESERVE AT LOST GOLD CAVE** subdivision, as shown on the plats referenced above.

The undersigned petition the Commissioners Court of Travis County, Texas to convert the public right of way known as Cueva de Oro Cove in **THE PRESERVE AT LOST GOLD CAVE** subdivision, as shown on the plats referenced above, from a public street to a private street.



Douglas Rivera
Date: 6/20/13



Tera Ferguson
Date: 6/20/13

REQUEST TO ABANDON AND DISCONTINUE PUBLIC RIGHT OF WAY

SUBDIVISION: **THE PRESERVE AT LOST GOLD CAVE**, according to the plats thereof recorded in document Numbers 200500308 and 200500312 of the Official Public Records of Travis County, Texas.

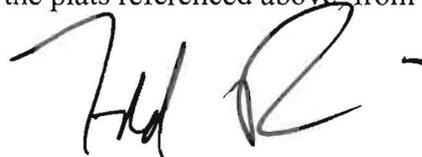
RIGHT OF WAY: Cueva de Oro Cove, as shown on the plats referenced above.

LOT OWNER: Todd Preheim and Colleen Preheim
ADDRESS: 1916 Cueva de Oro Cove, Austin, TX 78746
PROPERTY: Lot 13, **THE PRESERVE AT LOST GOLD CAVE** subdivision, Travis County, Texas.

The undersigned own the Property described above, which Property abuts the street known as Cueva de Oro Cove in **THE PRESERVE AT LOST GOLD CAVE** subdivision, as shown on the plats reference above.

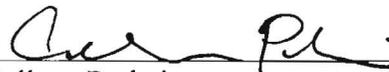
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The undersigned petition the Commissioners Court of Travis County, Texas to convert the public right of way known as Cueva de Oro Cove in **THE PRESERVE AT LOST GOLD CAVE** subdivision, as shown on the plats referenced above, from a public street to a private street.



Todd Preheim

Date:



Colleen Preheim

Date:

9-6-12

REQUEST TO ABANDON AND DISCONTINUE PUBLIC RIGHT OF WAY

SUBDIVISION: **THE PRESERVE AT LOST GOLD CAVE**, according to the plats thereof recorded in document Numbers 200500308 and 200500312 of the Official Public Records of Travis County, Texas.

RIGHT OF WAY: Cueva de Oro Cove, as shown on the plats referenced above.

LOT OWNER: Byron Welch and Roxann Welch
ADDRESS: 2000 Cueva de Oro Cove, Austin, TX 78746
PROPERTY: Lot 14, **THE PRESERVE AT LOST GOLD CAVE** subdivision, Travis County, Texas.

The undersigned own the Property described above, which Property abuts the street known as Cueva de Oro Cove in **THE PRESERVE AT LOST GOLD CAVE** subdivision, as shown on the plats reference above.

The undersigned petition the Commissioners Court of Travis County, Texas to abandon and discontinue the public right of way known as Cueva de Oro Cove in **THE PRESERVE AT LOST GOLD CAVE** subdivision, as shown on the plats referenced above.

The undersigned petition the Commissioners Court of Travis County, Texas to convert the public right of way known as Cueva de Oro Cove in **THE PRESERVE AT LOST GOLD CAVE** subdivision, as shown on the plats referenced above, from a public street to a private street.

Byron Welch

Byron Welch

Date: 9/26/12

Roxann Welch

Roxann Welch

Date: 9/26/12

REQUEST TO ABANDON AND DISCONTINUE PUBLIC RIGHT OF WAY

SUBDIVISION: **THE PRESERVE AT LOST GOLD CAVE**, according to the plats thereof recorded in document Numbers 200500308 and 200500312 of the Official Public Records of Travis County, Texas.

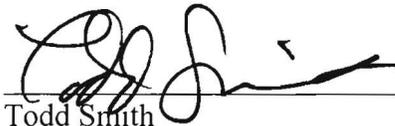
RIGHT OF WAY: Cueva de Oro Cove, as shown on the plats referenced above.

LOT OWNER: Todd Smith and Missy Smith
ADDRESS: 2012 Cueva de Oro Cove, Austin, TX 78746
PROPERTY: Lot 15, **THE PRESERVE AT LOST GOLD CAVE** subdivision, Travis County, Texas.

The undersigned own the Property described above, which Property abuts the street known as Cueva de Oro Cove in **THE PRESERVE AT LOST GOLD CAVE** subdivision, as shown on the plats reference above.

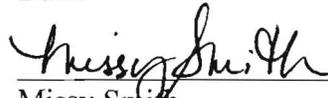
The undersigned petition the Commissioners Court of Travis County, Texas to abandon and discontinue the public right of way known as Cueva de Oro Cove in **THE PRESERVE AT LOST GOLD CAVE** subdivision, as shown on the plats referenced above.

The undersigned petition the Commissioners Court of Travis County, Texas to convert the public right of way known as Cueva de Oro Cove in **THE PRESERVE AT LOST GOLD CAVE** subdivision, as shown on the plats referenced above, from a public street to a private street.



Todd Smith

Date:



Missy Smith

Date:

REQUEST TO ABANDON AND DISCONTINUE PUBLIC RIGHT OF WAY

SUBDIVISION: **THE PRESERVE AT LOST GOLD CAVE**, according to the plats thereof recorded in document Numbers 200500308 and 200500312 of the Official Public Records of Travis County, Texas.

RIGHT OF WAY: Cueva de Oro Cove, as shown on the plats referenced above.

LOT OWNER: Cory Covert and Crystal R. Covert

ADDRESS: 2020 Cueva de Oro Cove, Austin, TX 78746

PROPERTY: Lot 16, **THE PRESERVE AT LOST GOLD CAVE** subdivision, Travis County, Texas.

The undersigned own the Property described above, which Property abuts the street known as Cueva de Oro Cove in **THE PRESERVE AT LOST GOLD CAVE** subdivision, as shown on the plats reference above.

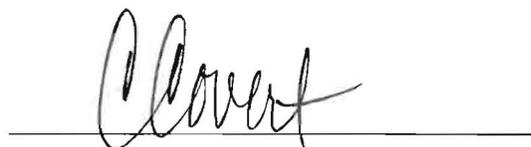
The undersigned petition the Commissioners Court of Travis County, Texas to abandon and discontinue the public right of way known as Cueva de Oro Cove in **THE PRESERVE AT LOST GOLD CAVE** subdivision, as shown on the plats referenced above.

The undersigned petition the Commissioners Court of Travis County, Texas to convert the public right of way known as Cueva de Oro Cove in **THE PRESERVE AT LOST GOLD CAVE** subdivision, as shown on the plats referenced above, from a public street to a private street.



Cory Covert

Date: 6/10/13



Crystal R. Covert

Date: 6-10-13



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4649

**EASEMENT REQUIREMENT STATEMENT FOR CONVERTING PUBLIC STREETS
TO PRIVATE STREETS**

Item #6 & #7

An application is being made to Travis County for the Conversion from Public Streets to Private Streets in "The Preserve at Lost Gold Cave" subdivision and as described on the enclosed drawing or document. An action of the Commissioners' Court of Travis County is pending your return of this statement. Your prompt reply is requested.

STATEMENT

 We do not approve the change from Public Street Easements to Private Street Easements as described in the accompanying document.

We do approve the change from Public Street Easements to Private Street Easements as described in the accompanying document. A map of the subject streets is attached. Note: this approval is with the understanding that if a gate is constructed, we will be provided and allowed access.

Approved with Comments

- Gas mains and services exist within this ROW currently.
- Existing gas lines within the ROW proposed for vacation need to be in a PUE or specific gas easement (non-exclusive) giving us permission/rights to access, maintain, replace, extend, etc., as needed.

Please return this completed form to:
Robert C. (Ric) Thompson, P.E.
c/o Thompson Land Engineering, LLC
904 N. Cuernavaca
Austin, Texas 78733

Chris Landgraf
Signature
Chris Landgraf, PE
Printed Name
Engineer III
Title
Texas Gas Service
Utility Company or District
8/4/2013
Date



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4649

**EASEMENT REQUIREMENT STATEMENT FOR CONVERTING PUBLIC STREETS
TO PRIVATE STREETS**
Item #6 & #7

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STATEMENT

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X We do approve the change from Public Street Easements to Private Street Easements as described in the accompanying document. A map of the subject streets is attached. Note: this approval is with the understanding that if a gate is constructed, we will be provided and allowed access.

Lisa N. Law
Signature

Lisa N. Law
Printed Name

Serviceability Supervisor
Title

Time Warner Cable
Utility Company or District

8-12-2013
Date

Please return this completed form to:
Robert C. (Ric) Thompson, P.E.
c/o Thompson Land Engineering, LLC
904 N. Cuernavaca
Austin, Texas 78733



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESFELMAN, EXECUTIVE MANAGER

411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4649

**EASEMENT REQUIREMENT STATEMENT FOR CONVERTING PUBLIC STREETS
TO PRIVATE STREETS**

Item #6 & #7

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 ✓ We do approve the change from Public Street Easements to Private Street Easements as described in the accompanying document. A map of the subject streets is attached. Note: this approval is with the understanding that if a gate is constructed, we will be provided and allowed access.

Robert H. Long, Jr.
Signature

Robert H. Long, Jr.
Printed Name

Public Involvement & Real Estate Agent
Title

Austin Energy
Utility Company or District

6/26/13
Date

Please return this completed form to:
Robert C. (Ric) Thompson, P.E.
c/o Thompson Land Engineering, LLC
904 N. Cuernavaca
Austin, Texas 78733



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street
Executive Office Building
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(512) 854-9383
FAX (512) 854-4649

**EASEMENT REQUIREMENT STATEMENT FOR CONVERTING PUBLIC STREETS
TO PRIVATE STREETS**

Item #6 & #7

An application is being made to Travis County for the Conversion from Public Streets to Private Streets in "The Preserve at Lost Gold Cave" subdivision and as described on the enclosed drawing or document. An action of the Commissioners' Court of Travis County is pending your return of this statement. Your prompt reply is requested.

STATEMENT

 We do not approve the change from Public Street Easements to Private Street Easements as described in the accompanying document.

We do approve the change from Public Street Easements to Private Street Easements as described in the accompanying document. A map of the subject streets is attached. Note: this approval is with the understanding that if a gate is constructed, we will be provided and allowed access. *The existing utilities and PUE's to remain in place with unobstructed access for maintenance and upgrades as needed.*



Signature

Anthony Michetich

Printed Name

Mgr. OSP PLAN & ENGRG DESIGN

Title

AT&T - Texas

Utility Company or District

07/30/31

Date

Please return this completed form to:
Robert C. (Ric) Thompson, P.E.
c/o Thompson Land Engineering, LLC
904 N. Cuernavaca
Austin, Texas 78733



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4649

**EASEMENT REQUIREMENT STATEMENT FOR CONVERTING PUBLIC STREETS
TO PRIVATE STREETS**

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Reviewed by

Transportation Review staff

For transportation compliance only

MUST Comply with TCM, Sec. 1.4.3.E.
[PRIVATE STREETS] and the Creation
of Private Streets in Existing
Developments.

Joe R. Almaraz
Signature

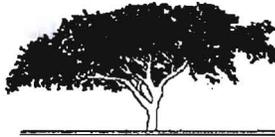
Joe R. Almaraz
Printed Name

Development Services Process Coordinator
Title

City of Austin - PDRD
Utility Company or District

August 21, 2013
Date

Please return this completed form to:
Robert C. (Ric) Thompson, P.E.
c/o Thompson Land Engineering, LLC
904 N. Cuernavaca
Austin, Texas 78733



THOMPSON LAND ENGINEERING, LLC
Land Planning, Site Design, Subdivision Engineering

June 20, 2013

**RE: Conversion of Existing Public Street to Private Street
The Preserve at Lost Gold Cave
TLE Job No. 1180**

To Whom It May Concern:

The attached request is to gain the approval of your office of the conversion of an existing public street (Cueva de Oro Cove) to a private street. We are seeking your approval, and evidence of your approval, of this conversion by requesting your signature on the attached form (with any notations you deem necessary).

The street to be converted (Cueva de Oro Cove) is shown on the attached map and was platted in 2005 in a subdivision called "The Preserve at Lost Gold Cave – Phase II." Water, electric, telephone, and cable lines also exist in that right-of-way. No gas line is known to exist in the right-of way.

As a part of this release an easement will be dedicated which will encompass all of the right-of-way for the purpose of providing for access to emergency services, school buses, and utility providers. The preparation of that easement is pending gaining all the approvals but any acceptance would be with the understanding and could be denoted as being on that basis.

If a gate is constructed, a Knox box will be provided for access by emergency services and a gate code will be provided to the school district and utility providers. This need can also be noted as a condition of acceptance.

We hope that this information is complete and sufficient. If the conversion is agreeable to your office, please sign the attached form (denoting your approval) and send the form back to our office. If the conversion is not agreeable, please contact me at 512-328-0002 (or ric@tleng.net) and let me know your concerns in case there is a way to remedy those concerns.

Sincerely,

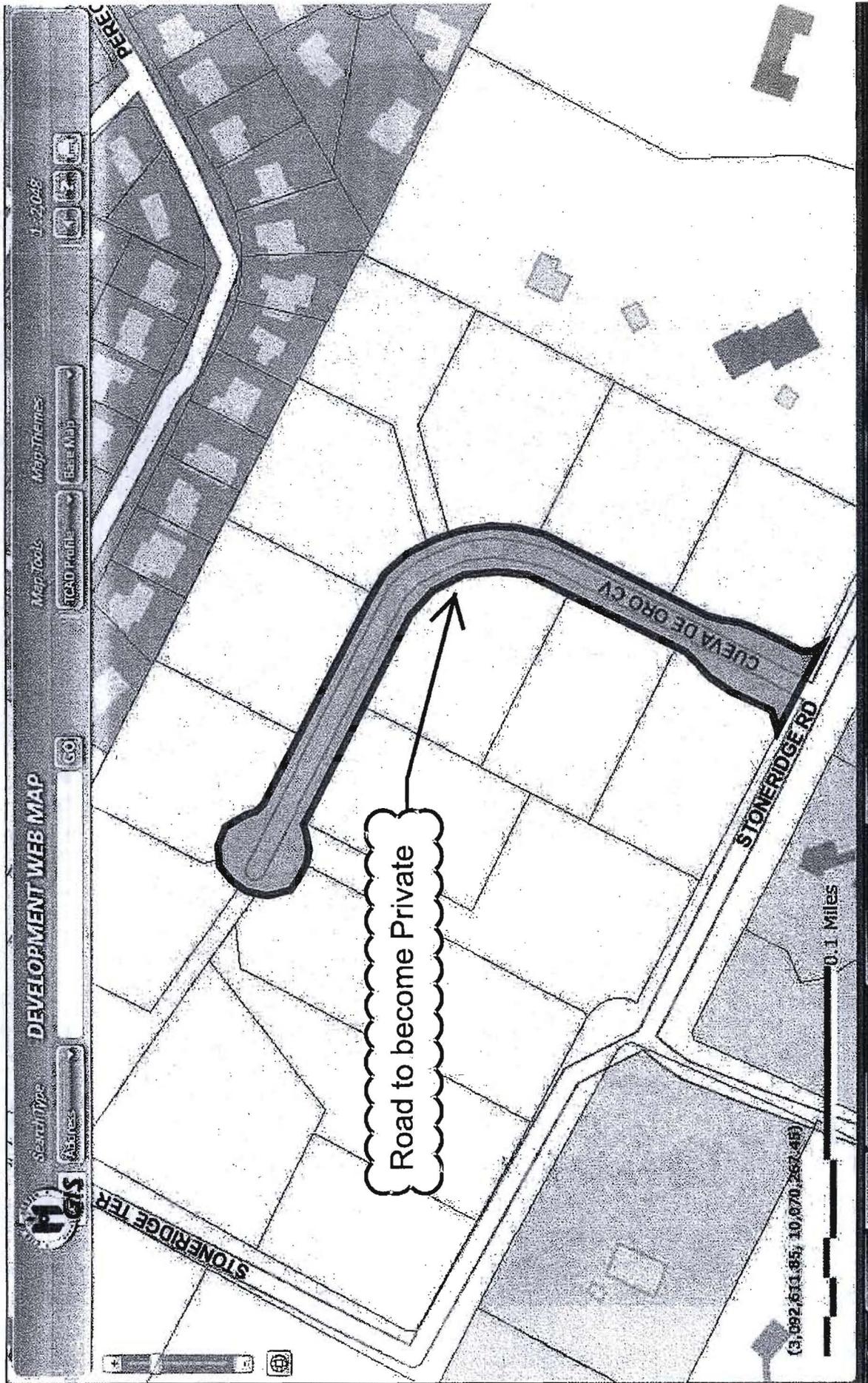
THOMPSON LAND ENGINEERING, LLC

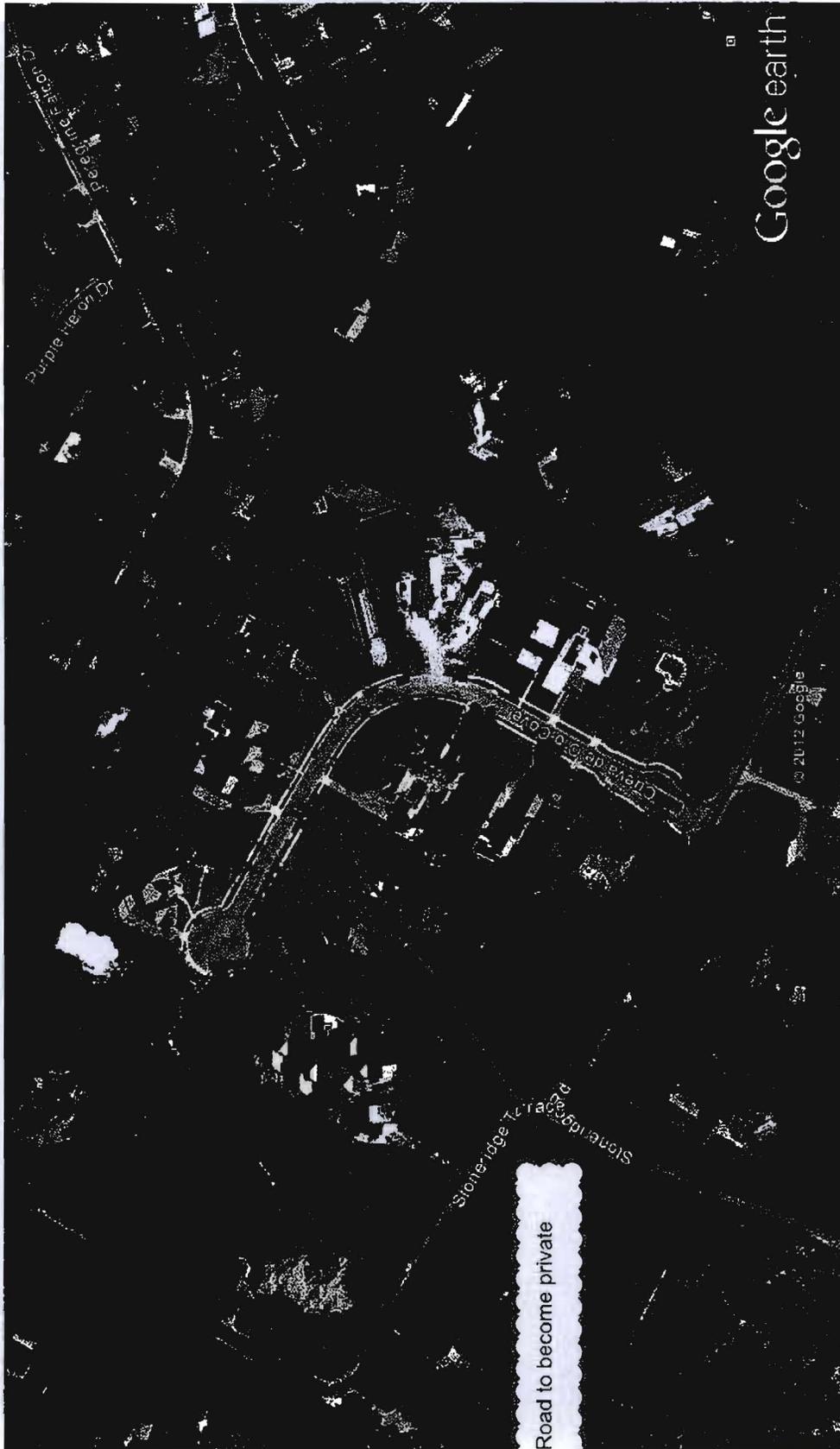
A handwritten signature in black ink that reads "Robert C. Thompson". The signature is written in a cursive style.

Robert C. (Ric) Thompson, P.E.
M.S., C.F.M., C.P.E.S.C.

ROW Conversion Cover Letter

904 N. CUERNAVACA, AUSTIN TEXAS, 78733 (512-328-0002)





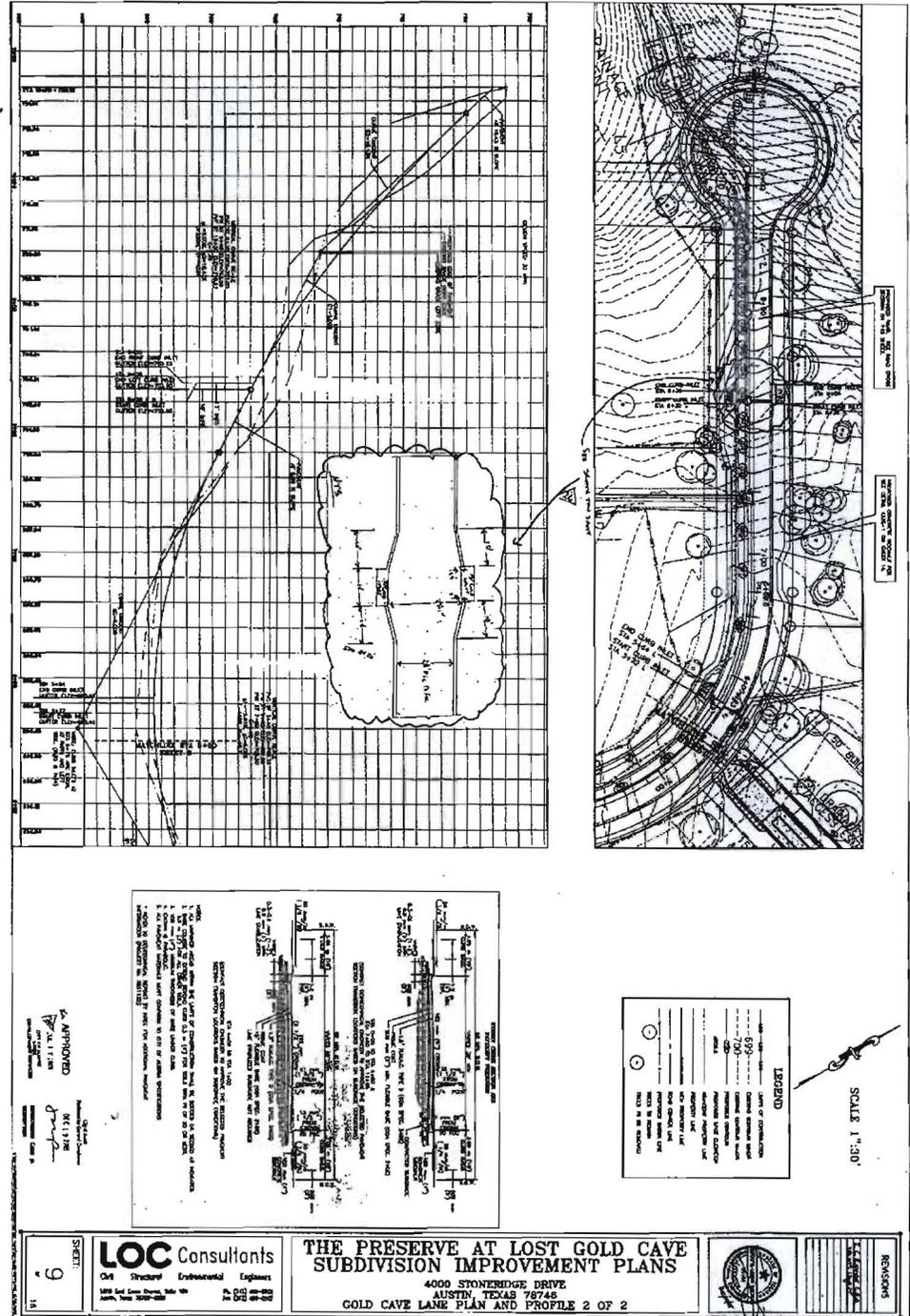
Road to become private

Google earth

feet
meters

1000
300







TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4649

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TO PRIVATE STREETS**

Item #6 & #7

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Approved With Comments
⚠ If gate is installed, it shall provide approved Knox (keyswitch) access.
⚠ Gate operators shall be listed in accordance with UL 325.
⚠ Gate shall comply with ASTM F2200

Signature
Michael Lacey

Printed Name
District Chief / Fire Marshal

Title
Travis County ESD #9

Utility Company or District
7-1-2013

Date

Please return this completed form to:
Robert C. (Ric) Thompson, P.E.
c/o Thompson Land Engineering, LLC
904 N. Cuernavaca
Austin, Texas 78733

Travis County Emergency Services District #9
Emergency Prevention Division

248 Addie Roy Road, Suite B-103
Austin, TX 78746
District Chief Michael Lacey
Fire Marshal
P.O. Box 162170
Austin, TX 78716-2170
MLacey@WestlakeFD.org
City of Rollingwood City of West Lake Hills Surrounding Travis County
Office: (512) 539-3400
Fax: (512) 327-2780
Cell: (512) 423-0920



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street
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Austin, Texas 78767
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Signature
JIM WYSOCKI

Printed Name
DIRECTOR OF TRAFFIC

Title
Edna USD

Utility Company or District
7/8/13

Date

Please return this completed form to:
Robert C. (Ric) Thompson, P.E.
c/o Thompson Land Engineering, LLC
904 N. Cuernavaca
Austin, Texas 78733



TRANSPORTATION AND NATURAL RESOURCES

Steven M. Manilla, P.E., County Executive
700 Lavaca Street - 5th Floor
Travis County Administration Building
P.O. Box 1748
Austin, Texas 78767
tel 512-854-9383
fax 512-854-4649

AFFIDAVIT OF POSTING

**TO: County Judge
County Commissioners
Travis County, Texas**

A Public Notice of public to private street sign for Cueva de Oro Cove was posted on January 8, 2014, at the intersection of Cueva de Oro Cove and Stoneridge Road at a point as near as practical to the street being privatized, and was also posted at the Travis County Courthouse.

CERTIFIED THIS THE 8th DAY OF January, 2014.

SIGNATURE: [Handwritten Signature]

NAME (PRINT): Kevin Biister

TITLE: Sign Tech

cc: Garcia (sign shop)

M:\PERMITS\Vacate\13-ROW\03-CuevaDeOroCove\SignRequest-CuevadoOroCove.doc





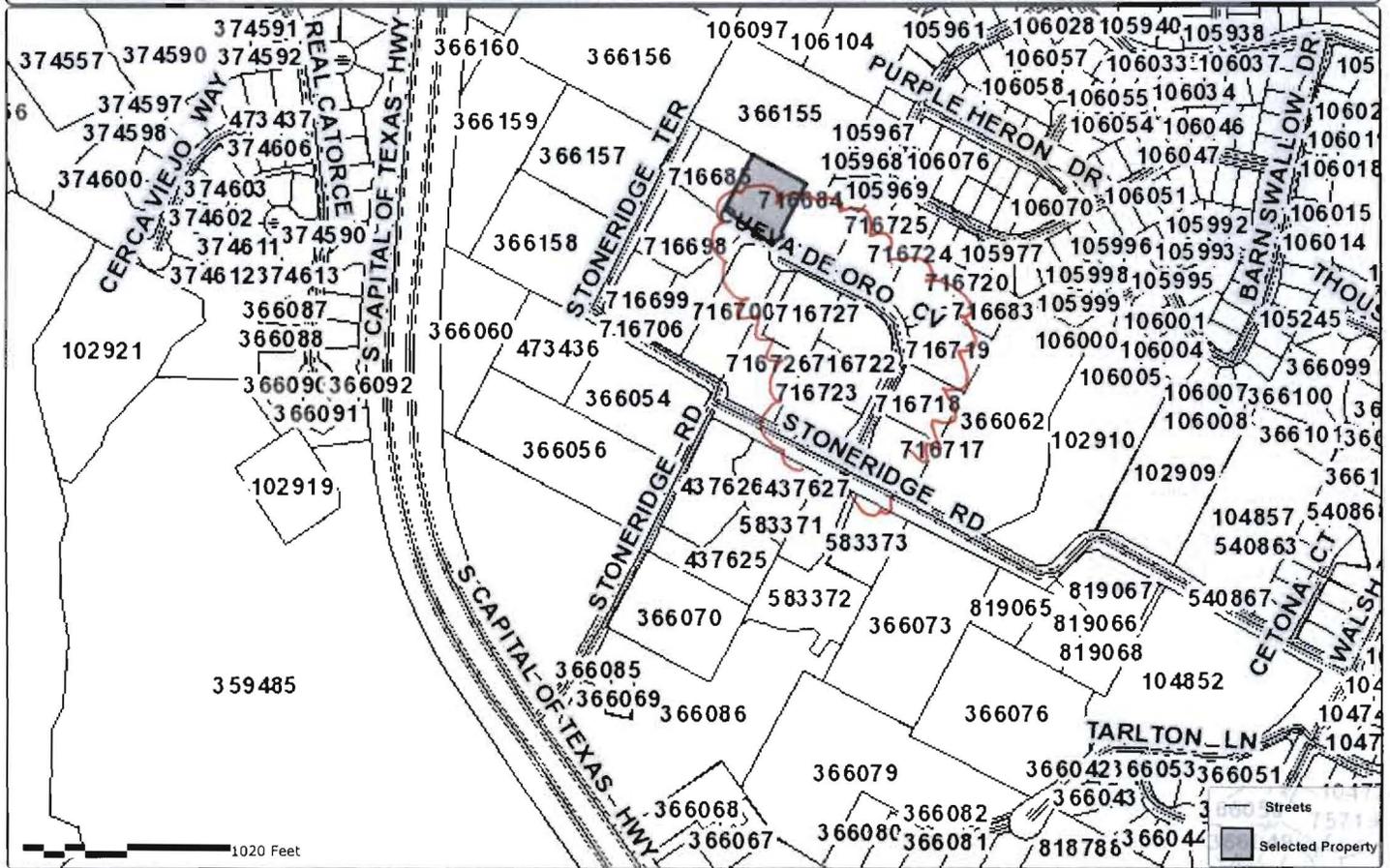
NOTICE OF PUBLIC HEARING

JANUARY 28, 2014, AT 9:00 AM
PUBLIC STREET TO PRIVATE STREET

TO APPROVE THE CHANGE IN STATUS FOR
CUEVA DE ORO COVE FROM A PUBLIC
STREET TO A PRIVATE STREET WITHIN THE
PRESERVE AT LOST GOLD CAVE, PHASE 1-
A SUBDIVISION IN PRECINCT THREE

A HEARING WILL BE HELD AT
THE TRAVIS COUNTY
COMMISSIONERS COURTROOM
700 LAVACA ST. AUSTIN, TEXAS
FOR MORE INFORMATION CALL: 854-9383

Travis CAD - Map of Property ID 716684 for Year 2013



Property Details

Account

Property ID: 716684
Geo ID: 0107190266
Type: Real
Legal Description: LOT 7 BLK A PRESERVE AT LOST GOLD CAVE PHS 1 THE

Location

Situs Address: 1905 CUEVA DE ORO CV TX 78746
Neighborhood: M5300
Mapsc0: 583T
Jurisdictions: 0A, 03, 08, 2J, 39

Owner

Owner Name: AUSTIN STONERIDGE PROPERTIES LTD
Mailing Address: %DR. ROBERT WILLIS, STE 401, 2501 W WILLIAM CANNON DR, AUSTIN, TX 78745-5278

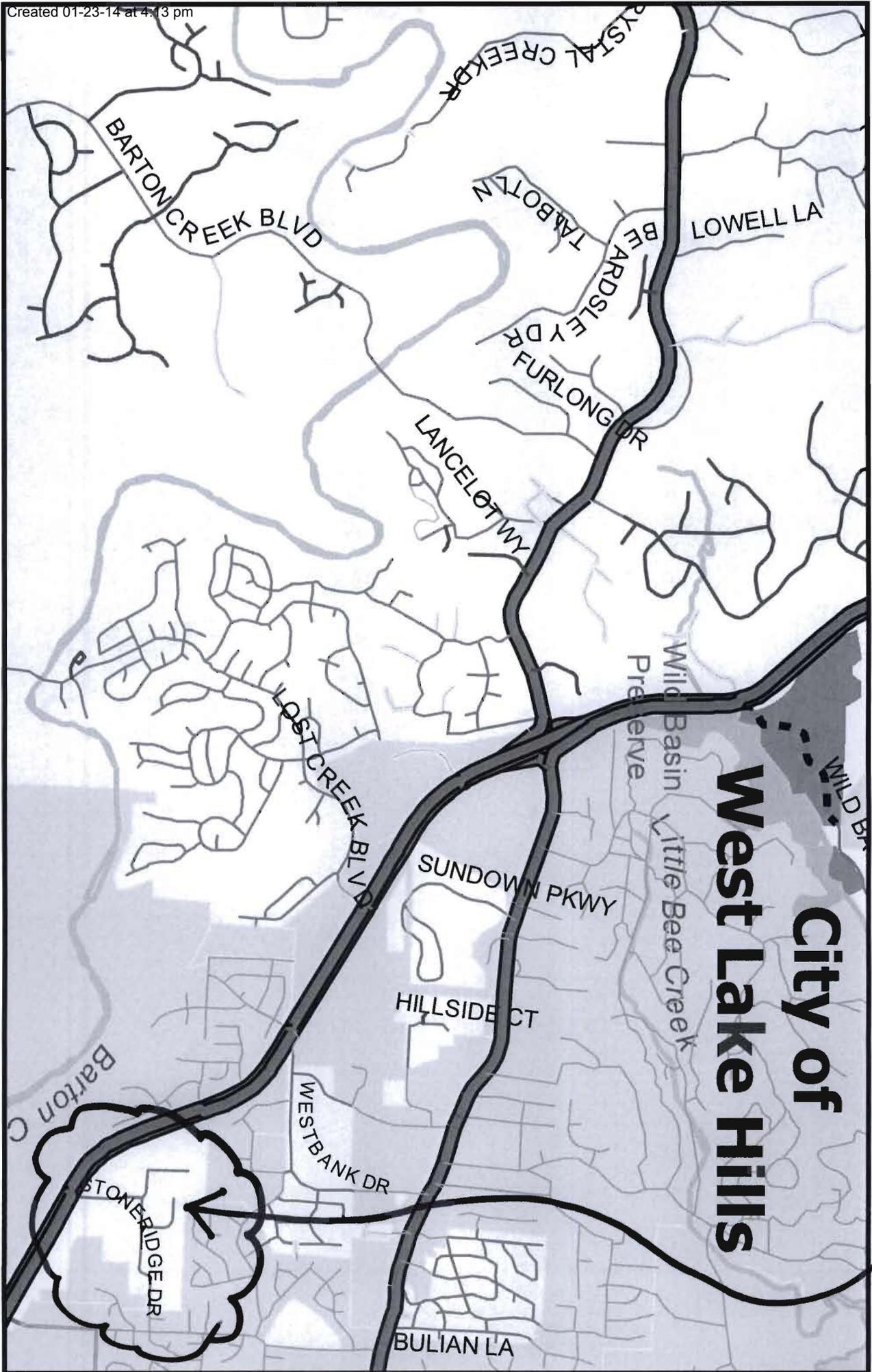
Property

Appraised Value: \$600,000.00

<http://propaccess.traviscad.org/Map/View/Map/1/716684/2013>

powered by
PropertyACCESS
www.trueautomation.com

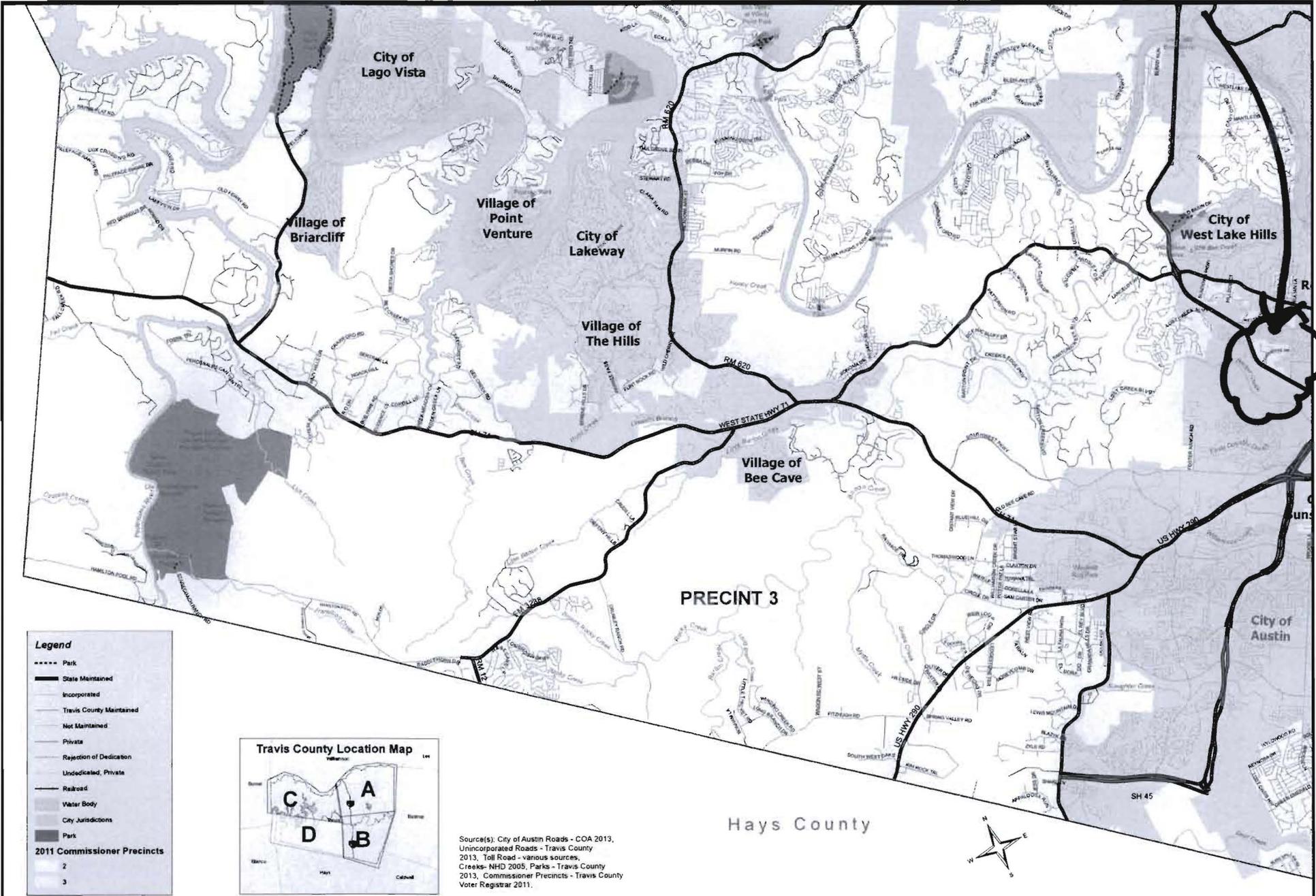
Map Disclaimer: This tax map was compiled solely for the use of TCAD. Areas depicted by these digital products are approximate, and are not necessarily accurate to mapping, surveying or engineering standards. Conclusions drawn from this information are the responsibility of the user. The TCAD makes no claims, promises or guarantees about the accuracy, completeness or adequacy of this information and expressly disclaims liability for any errors and omissions. The mapped data does not constitute a legal document.



**City of
West Lake Hills**

Site

Site

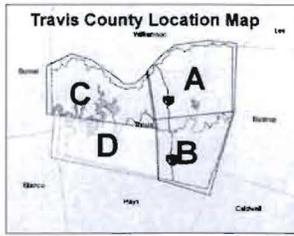


Legend

- Park
- ==== State Maintained
- Incorporated
- Travis County Maintained
- Not Maintained
- Private
- Rejection of Dedication
- Undedicated, Private
- Railroad
- Water Body
- City Jurisdictions
- Park

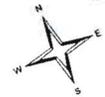
2011 Commissioner Precincts

- 2
- 3



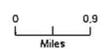
Sources(s): City of Austin Roads - COA 2013, Unincorporated Roads - Travis County 2013, Toll Road - various sources, Creeks - NHD 2005, Parks - Travis County 2013, Commissioner Precincts - Travis County Voter Registrar 2011.

Hays County



This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Travis County has produced this product for reference purposes only and offers no warranties for the product's accuracy or completeness.

Travis County Roadways, Map D



Map Prepared by: Travis County, Dept. of Transportation & Natural Resources. Date 5/21/2013



Travis County Commissioners Court Agenda Request

Meeting Date: January 28, 2014

Prepared By: Don Perryman **Phone #:** (512) 974-2786

Division Director/Manager: Anna Bowlin, Division Director of Development Services and Long Range Planning

Department Head: *Carol B. Jorgensen* Steven M. Manilla, P.E., County Executive-TNR

Sponsoring Court Member: Commissioner Todd, Precinct Two

AGENDA LANGUAGE: Consider and take appropriate action on the McCormick Ranch on Lake Austin Preliminary Plan 146 total lots (131 single-family lots, 3 private street lots, 11 open-space lots, and 1 cemetery lot) - 211.6 acres - City of Austin - ETJ in Precinct Two.

BACKGROUND/SUMMARY OF REQUEST:

The Preliminary Plan consists of 146 total lots (131 single-family lots, 3 private street lots, 11 open-space lots, and 1 cemetery lot) on 211.6 acres. The lots take access to private streets within the subdivision which access Quinlan Park Road and Selma Hughes Park Road. There are 12,722 linear feet of private streets included within this Preliminary Plan. Water and wastewater will be provided by the Travis County Water Control and Improvement District #17 (WCID). Parkland fees in lieu of the parkland dedication will be satisfied with each final plat approved from the Preliminary Plan.

The Travis County Commissioners Court approved four variance requests at their November 5, 2013 meeting. The granted variances were for the developer to not extend Merlene Drive into the subdivision, and not install sidewalks, but to allow private streets and Granite Shoals Road to be greater than 2,000 feet in length.

STAFF RECOMMENDATIONS:

This Preliminary Plan meets all single-office regulations and was approved by the City of Austin Zoning and Platting Commission at their January 7, 2014 meeting. The single-office staff recommends approval of the Preliminary Plan.

ISSUES AND OPPORTUNITIES:

During the public hearing at the City of Austin Zoning and Platting Commission, numerous residents from Steiner Ranch spoke in opposition to the plan. Their concerns were safety related. The residents opposed the density and the subsequent increase in traffic along the only access to the proposed development, Quinlan Park Road. Many of the residents complained that it was difficult getting in

and out of the subdivision during the fires of 2012 and are concerned that the added density from this subdivision will only increase the difficulty to exit the subdivision during an emergency. The need for alternative access for Steiner Ranch residents to R.M. 620 was also discussed. TNR anticipates that some of these residents may want to address the court with this concern.

FISCAL IMPACT AND SOURCE OF FUNDING:

None

ATTACHMENTS/EXHIBITS:

- Precinct map
- Location map
- Proposed Preliminary Plan

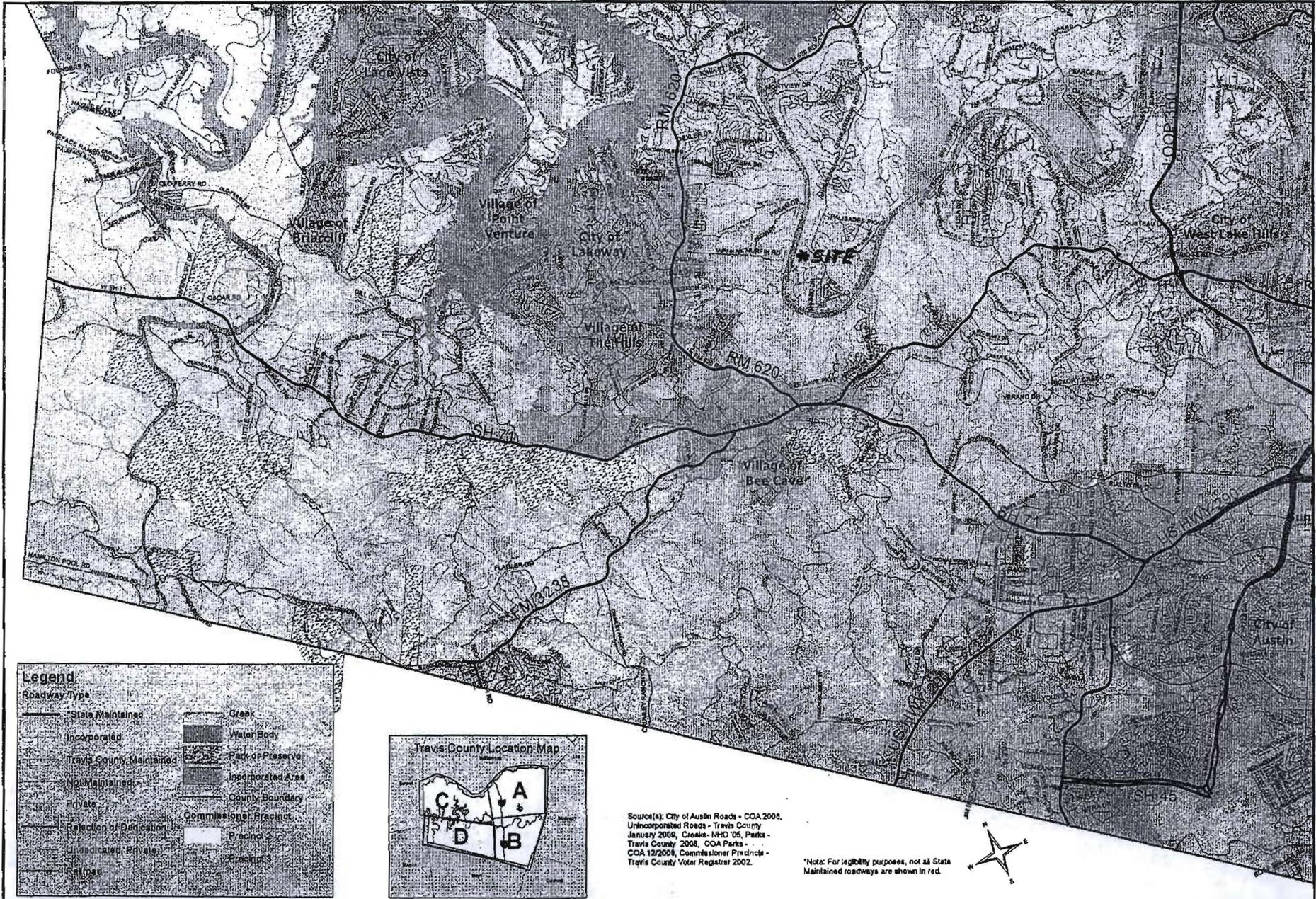
REQUIRED AUTHORIZATIONS:

| | | | |
|-------------------|-------------------|-----|----------------|
| Cynthia McDonald | Financial Manager | TNR | (512) 854-4239 |
| Steven M. Manilla | County Executive | TNR | (512) 854-9429 |
| | | | |
| | | | |
| | | | |
| | | | |

CC:

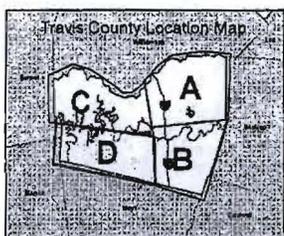
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| | | | |
| | | | |
| | | | |

SM:AB:dp
1101 - Development Services Long Range Planning - McCormick Ranch on Lake Austin Preliminary Plan



Legend:

| | |
|--------------------------|-----------------------|
| State Maintained | Creek |
| Incorporated | Water Body |
| Travis County Maintained | Park or Preserve |
| Not Maintained | Incorporated Area |
| Private | County Boundary |
| Rejection of Dedication | Commissioner Precinct |
| Unincorporated Private | Precinct 1 |
| Railroads | Precinct 2 |
| | Precinct 3 |



Source(s): City of Austin Roads - COA 2008, Unincorporated Roads - Travis County January 2009, Creeks - NHD '05, Parks - Travis County 2008, COA Parks - COA 12/2008, Commissioner Precincts - Travis County Voter Registrar 2002.

*Note: For legibility purposes, not all State Maintained roadways are shown in red.



Map Disclaimer: This map was created for the Travis County Sign Crew for identifying Travis County's maintained roadways. The data is provided "as is" with no warranties of any kind. For questions, contact the Travis County GIS Coordinator at (512) 854-9383.

Travis County Roadways, Map D



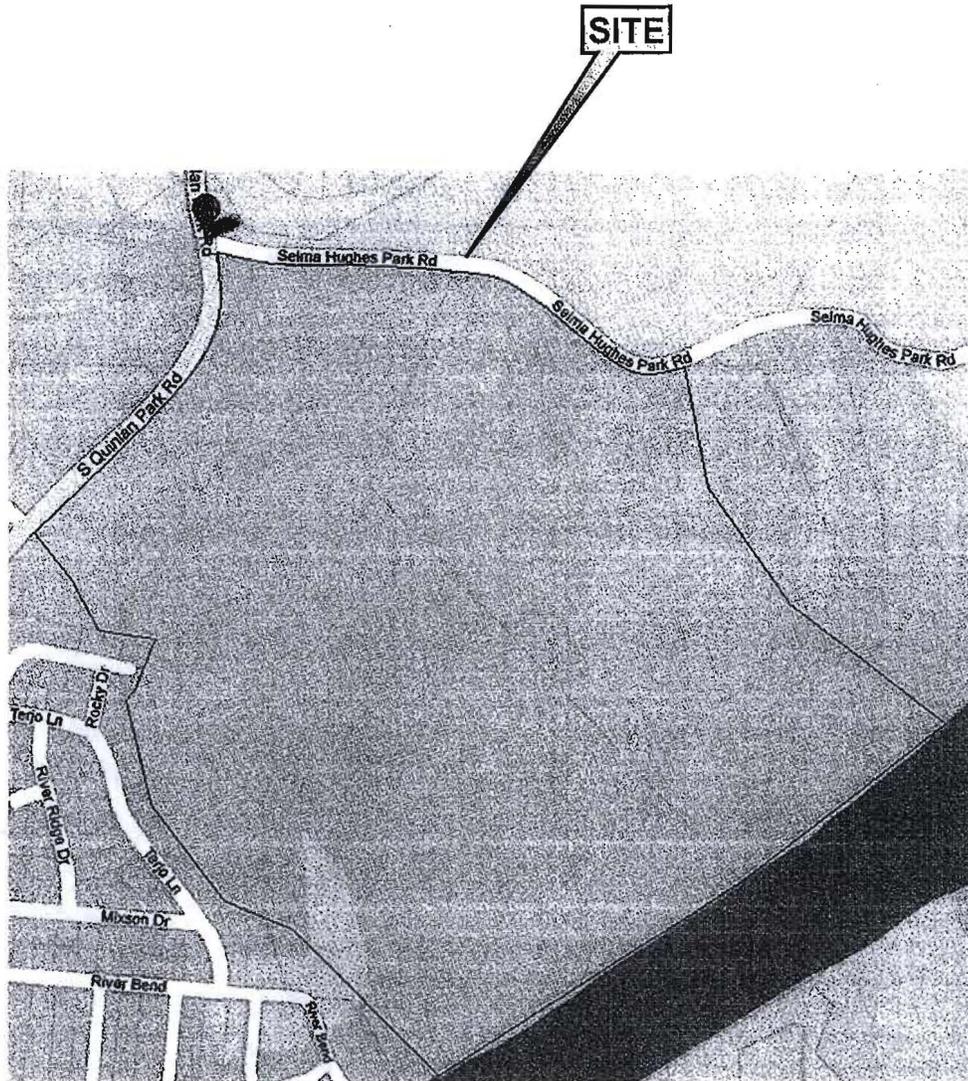
Map Prepared by: Travis County, Dept. of Transportation & Natural Resources. Date: 1/7/2009
<http://www.co.travis.tx.us/maps>



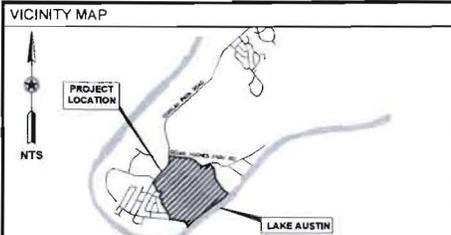
Location Map

McCormick Ranch

TBPE Firm #11206

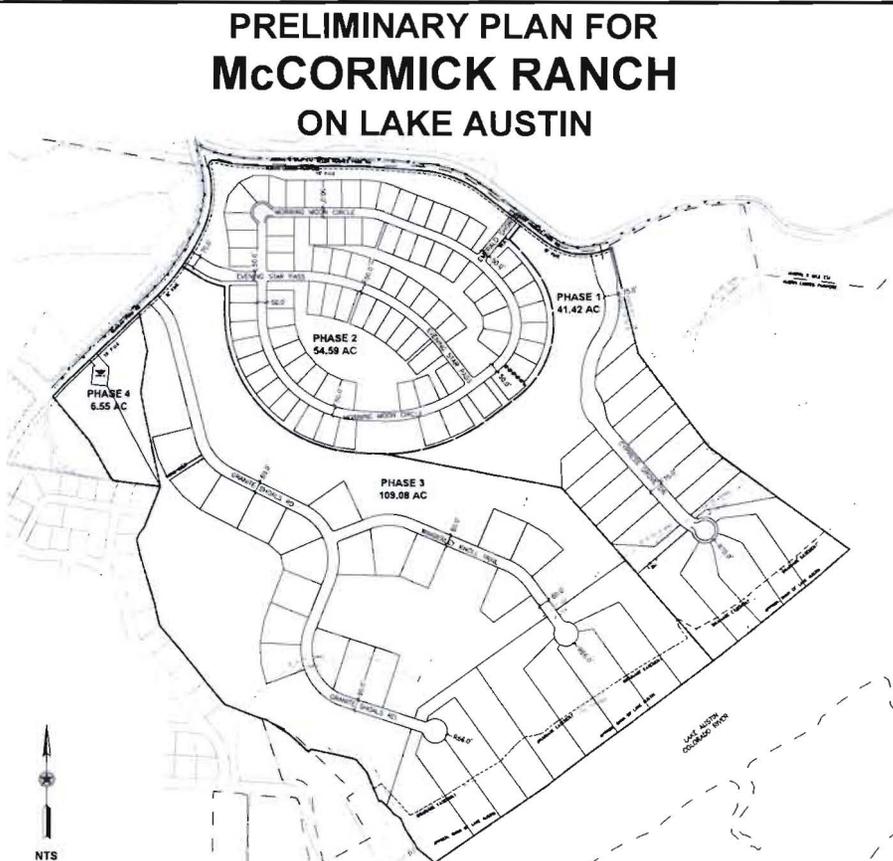


SCANNED



ENGINEER'S CERTIFICATION
DATE: 01/23/14
I, JOHN J. COVATY, P.E., LICENSED PROFESSIONAL ENGINEER, NO. 10398, STATE OF TEXAS, HEREBY CERTIFY THAT I AM AUTHORIZED TO PREPARE THE PRELIMINARY PLAN FOR THIS PROJECT AND THAT I AM AWARE OF THE REQUIREMENTS OF THE ENGINEERING PROFESSION THEREIN...

- PRELIMINARY PLAN NOTES
1. THE SUBJECT PROPERTY IS LOCATED WITHIN THE LAKE AUSTIN WATER SUPPLY BASIN...
2. PRIOR TO THE BEGINNING OF ANY FINAL PLAT OF ALL OR A PORTION OF THIS SUBDIVISION...
3. STREET CONSTRUCTION AND RELATED INFRASTRUCTURE...
4. TRANSPORTATION AND SAFETY CONTROLS...
5. ALL UTILITY FACILITIES ON PROPERTY SHALL BE MAINTAINED...
6. CONTRACTOR TO CONTACT 'ONE CALL' PRIOR TO START OF CONSTRUCTION...
7. THE MINIMUM TRAVEL DISTANCE OF 25 FEET FROM THE HIGHWAY EDGE...
8. UTILITY AND DRAINAGE SERVICES WILL BE OBTAINED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION...
9. THE CITY OF AUSTIN HAS THE JURISDICTION OF THE LOT OWNER/RESIDENT TO INSTALL AND MAINTAIN UTILITY SERVICES...
10. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNLESS THE BUILDING IS CONNECTED TO THE TRAVIS COUNTY WATER CONTROL IMPROVEMENT DISTRICT NO. 17...
11. ELECTRIC SERVICES WILL BE PROVIDED BY AUSTIN ENERGY...
12. AUSTIN ENERGY HAS THE RIGHT TO PLACE AND/OR REPAIR TRIPLES, SUBMERSIBLES AND OTHER CONTRIBUTIONS TO THE LOT AS NECESSARY...
13. THE OWNER/DEVELOPER OF THIS SUBDIVISION SHALL PROVIDE AUSTIN ENERGY WITH AN EVIDENT AND/OR ACCESS AGREEMENT...
14. THE OWNER SHALL BE RESPONSIBLE FOR ANY INSTALLATION OF TEMPORARY EROSION CONTROL, VEGETATION AND TREE PROTECTION...
15. NO SUBDIVISION WITHIN THE LIMITS OF THIS PRELIMINARY PLAN MAY BE PLATTED UNLESS NECESSARY OFF-SITE INFRASTRUCTURE IS READY FOR CONSTRUCTION...
16. PRIOR TO ANY CONSTRUCTION, CONSTRUCTION PLANS SHALL BE SUBMITTED TO THE CITY OF AUSTIN AND TRAVIS COUNTY FOR REVIEW...
17. FOR THE PORTION OF THE PROPERTY LOCATED WITHIN THE CITY OF AUSTIN FULL PURPOSE JURISDICTION...
18. FOR THE PORTION OF THE PROPERTY LOCATED WITHIN THE CITY OF AUSTIN LIMITED PURPOSE JURISDICTION...
19. A DETAILED GEOTECHNICAL STUDY OF THE LOT AND THE NEAR EVENTS WILL BE REQUIRED...
20. A HOMEOWNER'S AGREEMENT WILL BE REQUIRED FOR THE CONSTRUCTION AND MAINTENANCE OF THE DRAINAGE AND CONDUIT SYSTEMS...
21. PARALLEL TO ORDINANCE NO. 011023-03 WATER QUALITY CONTROLS ARE REQUIRED...
22. NO PORTION OF THE PRELIMINARY PLAN IS UNDER THE KENNEDY AIRPORT REZONING ZONING ACCORDING TO THE CITY OF AUSTIN...
23. THIS PRELIMINARY PLAN IS LOCATED WITHIN THE LIMITED PURPOSE AND FULL PURPOSE JURISDICTION OF THE CITY OF AUSTIN...
24. STANDARD LIFTING NAME SHALL BE INSTALLED AT ALL STREET INTERSECTIONS...
25. THE CONSTRUCTION ON THE LOTS IN THIS PROJECT SHALL NOT CAUSE FLOODING, EROSION OR INCREASED FLOW ON ADJACENT PROPERTIES...



- PRELIMINARY PLAN NOTES (CONT.)
16. BUILDING SETBACK LINES SHALL BE IN CONFORMANCE WITH CITY OF AUSTIN ZONING SUBDIVISION REGULATIONS...
17. ANY FINAL PLATS OUT OF THIS PRELIMINARY PLAN MUST PROVIDE FOR A TEN FOOT ELECTRIC AND TELECOMMUNICATIONS EASEMENT...
18. EXCEPT FOR CEFS DESCRIBED IN THE DEVELOPER AGREEMENT WITH 30-FOOT SETBACKS...
19. THIS SUBDIVISION IS SUBJECT TO THE ORDINANCE NO. 011023-03...
20. THIS SUBDIVISION IS A PORTION OF THE BIG WASH AND WORTH PARCELS AS DESCRIBED IN EXHIBIT 'A'...
21. LOTS WITH FRONTAGE ON TWO STREETS WILL ONLY BE PERMITTED ACCESS FROM ONE OF THE ADJUTING STREETS...
22. THE WATER UTILITY SYSTEM SERVING THIS SUBDIVISION MUST BE IN ACCORDANCE WITH THE CITY OF AUSTIN UTILITY DESIGN CENTER...
23. PUBLIC SEWERAGE ARE TO BE BUILT TO CITY OF AUSTIN STANDARDS...
24. ALL SEWERAGE SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE TEXAS DEPARTMENT OF LICENSING AND REGULATORY SERVICES...
25. PROPOSED LOTS TO BE PROVIDED ON NEARBY AT A DISTANCE NOT TO EXCEED 200'. THE PAVING SHALL BE PROVIDED AT A MINIMUM 3' WITHIN 5' LESSON WITH A 2% GRADE SLOPE...
26. ALL FINISHED GRADE SHALL BE 3 FEET DEEP OCCURRING WITHIN 500 FEET OF A SPRING IS SUBJECT TO THE 500' AND WATER FLOW INDICATOR READ (500' 1' 1/2) AND COM FLOW NO. 30851 PROVISION FOR DETENTION SHALL BE PROVIDED BY A GEOLOGIST...
27. PER SECTION 14 AND 15 OF THE STEINER RANCH CONSERVATION EASEMENT TO RESTRICT IMPROVED COVER...
28. PER SECTION 14 AND 15 OF THE STEINER RANCH CONSERVATION EASEMENT TO RESTRICT IMPROVED COVER...
29. PER SECTION 14 AND 15 OF THE STEINER RANCH CONSERVATION EASEMENT TO RESTRICT IMPROVED COVER...

REVISIONS table with columns: NO, MET CHANGE IMPROVED COVER, SITE IMPROVED COVER, IN SITE IMPROVED COVER, SHEET, DESCRIPTION, APPROVED, DATE. Includes revision 1: A VARIANCE TO SECTION 30-2.111, STREET ALIGNMENT (CORNER) OF A NEW SUBDIVISION SHALL BE ALIGNED WITH EXISTING STREETS ON ADJACING PROPERTY...

SHEET INDEX table listing sheets 1 through 11, their titles, and sheet numbers. Includes sheets for EROSION CONTROL, PRELIMINARY PLAN, DEVELOPED, DRAINAGE AND COLLECTION, UTILITY, and EROSION CONTROL CONTROL PLAN.

CONSULTANTS / CONTRACTORS
ENGINEER: TEXAS ENGINEERING SOLUTIONS
SURVEYOR: AUSTIN OPTICAL TECHNOLOGIES
ENGINEER: JOHN J. COVATY, P.E.
SURVEYOR: JAMES R. HARRIS, S.T.S.

LEGAL DESCRIPTION
TRAVIS COUNTY, TEXAS
SECTION 14 AND 15 OF THE STEINER RANCH CONSERVATION EASEMENT TO RESTRICT IMPROVED COVER...
SECTION 14 AND 15 OF THE STEINER RANCH CONSERVATION EASEMENT TO RESTRICT IMPROVED COVER...

PARKLAND DEDICATION
THE PARKLAND DEDICATION REQUIREMENTS WILL BE SATISFIED WITH EACH FINAL PLAT.

STREET / ROADWAY INFORMATION table with columns: STREET NAME, R.O.W., PAVING WIDTH, CURB TYPE, LENGTH, DEDICATION, NATURE. Lists streets like CYPRESS CIRCLE DRIVE, EMERALD CIRCLE, and WINDY HAMP DRIVE.

LAND USE SCHEDULE table with columns: TYPE, AREA (SQ FT), AREA (AC). Lists uses like SINGLE FAMILY, LEASING, and PRIVATE.

FLOOD PLAIN NOTE
A PORTION OF THIS TRACT IS WITHIN THE DESIGNATED FLOOD HAZARD AREA AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S (FEMA) FLOOD INSURANCE RATE MAP NO. 48493C0101P, DATED SEPTEMBER 26, 2008 FOR TRAVIS COUNTY, TEXAS.

STEINER RANCH DEVELOPMENT AGREEMENT ALLOCATIONS
FOR SECTION 14 AND 15 OF THE STEINER RANCH CONSERVATION EASEMENT TO RESTRICT IMPROVED COVER, APPROXIMATELY 23.46 ACRES OF ALLOWABLE IMPROVED COVER WILL BE ALLOCATED TO THE 'QUALIFYING RESIDENTIAL PORTION' OF THIS SUBDIVISION.

CITY OF AUSTIN WAIVER NOTES
1. AN ADMINISTRATIVE WAIVER FOR THE ALLOWANCE OF 100' AND 150' SETBACKS OF EXISTING (E) FEET BY LOT HAS BEEN GRANTED PER SECTION 25C(2)(C) OF THE AUSTIN ORDINANCES/STEINER RANCH DEVELOPMENT AGREEMENT FILED WITH THE TRAVIS COUNTY OFFICIAL PUBLIC RECORDS AS DOCUMENT NO. 2011187004.

TRAVIS COUNTY VARIANCE NOTES
1. A VARIANCE TO SECTION 30-2.111, STREET ALIGNMENT (CORNER) OF A NEW SUBDIVISION SHALL BE ALIGNED WITH EXISTING STREETS ON ADJACING PROPERTY...
2. A VARIANCE TO REQUEST TO SECTION 30-2.111, STREET INSTALLATION IN SUBDIVISIONS IN PERSON WHO SUBDIVISIONS SHALL BE INSTALLED AND APPROVED BY THE TRAVIS COUNTY COMMISSIONERS COURT...
3. A VARIANCE REQUEST TO SECTION 30-2.111, STREET PRIVATE STREETS HAS APPROVED ON...
4. A VARIANCE REQUEST TO SECTION 30-2.111, STREET PRIVATE STREETS SHALL BE APPROVED BY THE TRAVIS COUNTY COMMISSIONERS COURT...

SIGNATURE BLOCK
I, JOHN J. COVATY, P.E., LICENSED PROFESSIONAL ENGINEER, NO. 10398, STATE OF TEXAS, HEREBY CERTIFY THAT I AM AUTHORIZED TO PREPARE THE PRELIMINARY PLAN FOR THIS PROJECT AND THAT I AM AWARE OF THE REQUIREMENTS OF THE ENGINEERING PROFESSION THEREIN...



Texas Engineering Solutions
5000 Mac Caver Road
Suite 208
Austin, Texas 78746
D: 512-864-0000
F: 512-864-0009
TYPE NO. 11206

PROJECT DATA table with columns: COUNTY, CITY, PROJECT NAME, PROJECT NUMBER, PROJECT ADDRESS, PROJECT CONTACT, PROJECT PHONE, PROJECT FAX, OWNER/DEVELOPER, CONSULTANTS.

REVISIONS table with columns: NO, DATE, DESCRIPTION. Lists revisions to the plan.

APPROVED: [Signature]
DATE: November 12, 2013
PLATTED: November 12, 2013
DRAWN BY: [Name]

MCCORMICK RANCH ON LAKE AUSTIN
COVER SHEET
1 OF 5
COA CASE NO: C8J-2013-0089



ORIENTATION AND SCALE

LEGEND

| | |
|-------------------|---|
| --- (dashed line) | PROPERTY BOUNDARY |
| --- (dashed line) | PHASE BOUNDARY |
| --- (dashed line) | BUILDING SETBACK |
| --- (dashed line) | SCREENWALLS |
| --- (dashed line) | WATER QUALITY TRANSITION ZONE |
| --- (dashed line) | UTILITY (WATER QUALITY) TRANSITION ZONE |
| --- (dashed line) | WATER SURFACE ELEVATION |
| --- (dashed line) | CHECK CENTERLINE |
| --- (dashed line) | 100' W/ FLOODPLAIN |

NOTES

1. ALL PROPOSED IMPROVEMENTS ARE TO BE PRIVATE.

2. SETBACKS INDICATED ALONG LAKE AUSTIN SHORELINE ARE NOT TO INCLUDE AN ADJACENT BUFFER ZONE AND SHALL BE IN ACCORDANCE WITH THE APPLICABLE ASSOCIATED BUFFER ZONE AND SETBACK FRONTING OR BUFFER ZONE REQUIREMENTS PRIOR TO APPROVAL OF THE DEVELOPMENT.

STREET LINE & CURVE TABLE

| STATION | CHORD BEARING | CHORD |
|---------|---------------|--------|
| 0+00 | S102°27'45" W | 248.89 |
| 0+25 | S02°27'45" W | 248.89 |
| 0+50 | S02°27'45" W | 248.89 |
| 0+75 | S02°27'45" W | 248.89 |
| 1+00 | S02°27'45" W | 248.89 |
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| 1+75 | S02°27'45" W | 248.89 |
| 2+00 | S02°27'45" W | 248.89 |
| 2+25 | S02°27'45" W | 248.89 |
| 2+50 | S02°27'45" W | 248.89 |
| 2+75 | S02°27'45" W | 248.89 |
| 3+00 | S02°27'45" W | 248.89 |
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Travis County Commissioners Court Agenda Request

Meeting Date: January 28, 2014

Prepared By: Paul Scoggins, Engineering Specialist **Phone #:** (512) 854-7619

Division Director/Manager: Donald W. Ward, P.E., Assistant Public Work Director
- Road and Bridge Division

Paul Scoggins

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

Sponsoring Court Member: Commissioner Davis, Precinct One

AGENDA LANGUAGE: Consider and take appropriate action on the acceptance of the dedication of the public street and drainage facilities within Avalon, Phase 7B - a subdivision in Precinct One.

BACKGROUND/SUMMARY OF REQUEST:

The Avalon, Phase 7B was recorded on June 11, 2013 with document #201300111. 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 a 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. The stop signs, if any, are in the process of being approved under Chapter 251 of the Texas Transportation Code.

Avalon, Phase 7B is accessed from Crispin Hall Lane, a street maintained by Travis County. This action will add an overall total of 0.36 miles to the Travis County road system.

STAFF RECOMMENDATIONS:

TNR recommends approval of the proposed motion.

ISSUES AND OPPORTUNITIES:

N/A.

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A.

ATTACHMENTS/EXHIBITS:

- TNR Approval Letter
- List of Streets
- Requirements for Approval
- RAS Inspection
- Location Maps

REQUIRED AUTHORIZATIONS:

| | | | |
|-------------------|--|-----|----------------|
| Cynthia McDonald | Financial Manager | TNR | (512) 854-4239 |
| Steven M. Manilla | County Executive | TNR | (512) 854-9429 |
| Anna Bowlin | Division Director of Development Services and Long Range Planning | TNR | (512) 854-7561 |
| | | | |
| | | | |
| | | | |

CC:

| | | | |
|-----------------|-------------------------------------|-----|----------------|
| Charles Allen | Engineering Inspector Specialist | TNR | (512) 266-3314 |
| Stacey Scheffel | Permit Program Manager | TNR | (512) 854-7565 |
| | | | |
| | | | |

SM:AB:ps

1101 - Development Services Long Range Planning - Avalon, Phase 7B

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

APPROVAL OF CONSTRUCTION

DATE: June 18, 2013

DEVELOPER:

KM Avalon, Ltd.
1011 North Lamar
Austin, TX 78703

ENGINEER:

Randall Jones & Associates Eng., Inc.
1212 E. Braker Lane
Austin, TX 78753

SUBJECT: Avalon, Phase 7B

Effective this date, street and drainage construction within this project appears to be in conformance with the approved Construction Documents. This construction will enter into a one (1) year Performance Period, which will start at the time of approval by Travis County's Commissioners Court. Prior to the end of this Period, Travis County will re-inspect the streets and/or drainage construction to determine if the subdivision appears to be in a condition substantially equal to that at the beginning of the Performance Period. If not, the developer/owner shall take corrective actions, actions which are acceptable to the County.

The Developer is required to maintain Performance Period fiscal of 10% of the actual street and drainage cost, until the end of the Performance Period, plus 100% of the un-constructed residential sidewalks until all of the sidewalks are constructed to Travis County Standards.

OTHER REMARKS:

BY: Don W. Ward 1/21/2014
TNR Assistant Public Works Director – Road and Bridge Division – Don W. Ward, P.E.

Paul Scoggins 1/7/14
TNR Engineering Specialist – Paul Scoggins

Lucious Henderson 06-19-13
TNR Inspector – Lucious Henderson

1102 fiscal file
1105 Subdivision File

ACCEPTANCE OF DEDICATION OF STREETS AND DRAINAGE



SUBDIVISION
Mapsco No. 439F

Avalon, Phase 7B

Pct.# 1
Atlas No. O-11

RECORDED AT DOCUMENT #2001300111 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY - 6/11/2013

THIS SUBDIVISION CONTAINS 3 STREETS AS LISTED BELOW:

| # | STREET NAME | FROM - TO | L.F. | MILES | ROW | TYPE OF WIDTH OF | | CURB & GUTTER |
|-----------------------|------------------|--|------|-------|-----|------------------|---------|---------------|
| | | | | | | PVMNT | PVMNT | |
| 1 | Moorlynch Avenue | WW corner of Lot 18, Blk O northerly to NW corner of Lot 16, Blk N | 712 | 0.13 | 60 | HMAC | 40' F-F | YES |
| 2 | Falsterbo Drive | NW corner of Lot 44, Blk J easterly to intersection with Cerridwen Drive | 490 | 0.09 | 50 | HMAC | 30' F-F | YES |
| | Cerridwen Drive | Intersection with Crispin Hall Lane northerly to intersection with Falsterbo Drive | 687 | 0.13 | 50 | HMAC | 30' F-F | YES |
| Total Footage/Mileage | | | 1889 | 0.36 | | | | |

THE TOTAL NUMBER OF LOTS IN THIS SUBDIVISION - 44

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 ONE.

0.36 MILES BE ACCEPTED BY

28-Jan-14
DATE

DP = DOUBLE PENETRATION
HMAC = HOT MIX ASPHALT
C = CONCRETE
UPP = UNPAVED, PIT RUN
UPS = UNPAVED, SELECT

Donald W. Ward 1/21/2014

Donald W. Ward, PE
Assistant Public Works Director -
Road and Bridge Division

DATE APPROVED BY COMMISSIONERS COURT

TRANSPORTATION AND NATURAL RESOURCES

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



700 Lavaca Street
Travis County Administration Building
PO Box 1748
Austin, Texas 78767
Phone: (512) 854-93

§ EXHIBIT 82.401 (c)(3) & 82.604 (c)

**AVALON, PHASE 7B
REQUIREMENTS FOR APPROVAL OF CONSTRUCTION
PUBLIC STREET SUBDIVISIONS PER STANDARDS FOR CONSTRUCTION OF STREETS
AND DRAINAGE IN SUBDIVISIONS - AUGUST 28, 1997**

- 5/24/13 1. Professional Engineer's certification of quantities of work completed (**Engineer's Concurrence Letter**). § 82.401(c)(1)(A) § 82.604(c)(2)
- N/A 2. Construction Summary Report, if in COA ETJ, **signed** by COA inspector. §82.604(c)(1)
- 5/24/13 3. Contractor's (signed) invoice or receipt of payment for work completed. §82.401(a)(1)(B)
- 5/24/13 4. Reproducible Plans, certified as "**Record Drawings**" or "**As Built**", by the Owner's Consulting Engineer [§ 82.604(c)(3)] including a Signage and Striping Plan [§82.303] and accompanying Stop Sign Warrants sheets for each sign.
- TC will reduce 5. Performance Period Fiscal for 10% of the actual construction cost of street and drainage construction plus fiscal for residential sidewalks, if applicable. If bond, it must be in a form acceptable to Travis County and dated near the time of the TNR inspection report. And must be posted by owner/developer. § 82.604(c)(4)
- N/A 6. **If applicable**, a copy of the Conditional Letter of Map Amendment or Revision from FEMA to begin Performance Period and the completed Letter of Map Revision (LOMR) to accept streets for maintenance. § 82.604(c)(5)
- 5/24/13 7. A detailed letter from a **Registered Accessibility Specialist** approving sidewalk construction within the subdivision. Plan approval required at time of issuance of Basic Development Permit. Substantial compliance (inspection) required before any reduction of sidewalk fiscal. § 82.202 (q), § 82.301 (ix)(G)(13), § 82.401 (5)
- 1/7/14 8. A TNR inspection report, indicating the completion of that portion of the work represented by the reduction of fiscal (streets and drainage, including detention ponds, common area sidewalks, and traffic control devices shown on the approved traffic control plan). § 82.401(c)(2)(C) **Road Maintenance will have to approve const. before recommending acceptance to Commissioners Court.**
- 5/24/13 9. Approval of other agencies and/or cities, **if in their ETJ**; Municipal or other Utility Districts.
- N/A 10. **If applicable**, a License Agreement (**If there are private improvements in Public ROW.**)

May 23, 2013

Susan Donley
Schroeder Construction Co. Ltd.
13625 Pond Springs Road, Suite 108
Austin, TX 78729

**Re: Avalon - Moorlynch and Falsterbo Intersection
Compliance with the Texas Accessibility Standards**

Dear Susan,

This report presents the findings of the on-site inspection for the Avalon - Moorlynch and Falsterbo Intersection Project for compliance with the Texas Accessibility Standards (TAS).

An inspection of the residential subdivision was conducted on May 23, 2013. The field inspection included the review of existing elements:

- Sidewalks
- Curb Ramps

All of the elements listed above were found to be in compliance with the Texas Accessibility Standards. Attached is the list and location of sidewalk and curb ramps that were inspected.

Please feel free to contact me at (512) 569-1424 or at jel@alturasolutionslp.com to discuss how Altura Solutions can help with your accessibility needs.

Sincerely,



Jesús Lardizábal
President

All existing sidewalks and curb ramps were found to be TAS compliant. Below are the elements inspected for TAS compliance:

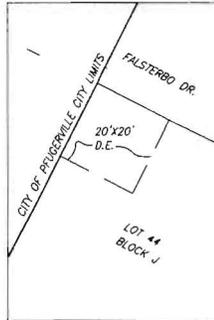
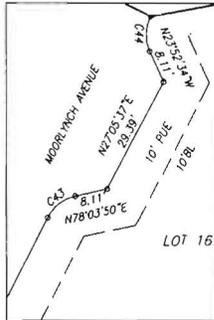
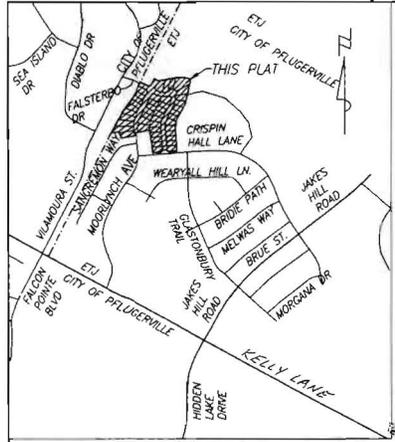
- Curb ramps at the intersection of Moorlynch and Falsterbo
- Sidewalks at the intersection of Moorlynch and Falsterbo

201300111

6/11/13

\$92

293



LOCATION MAP NOT TO SCALE

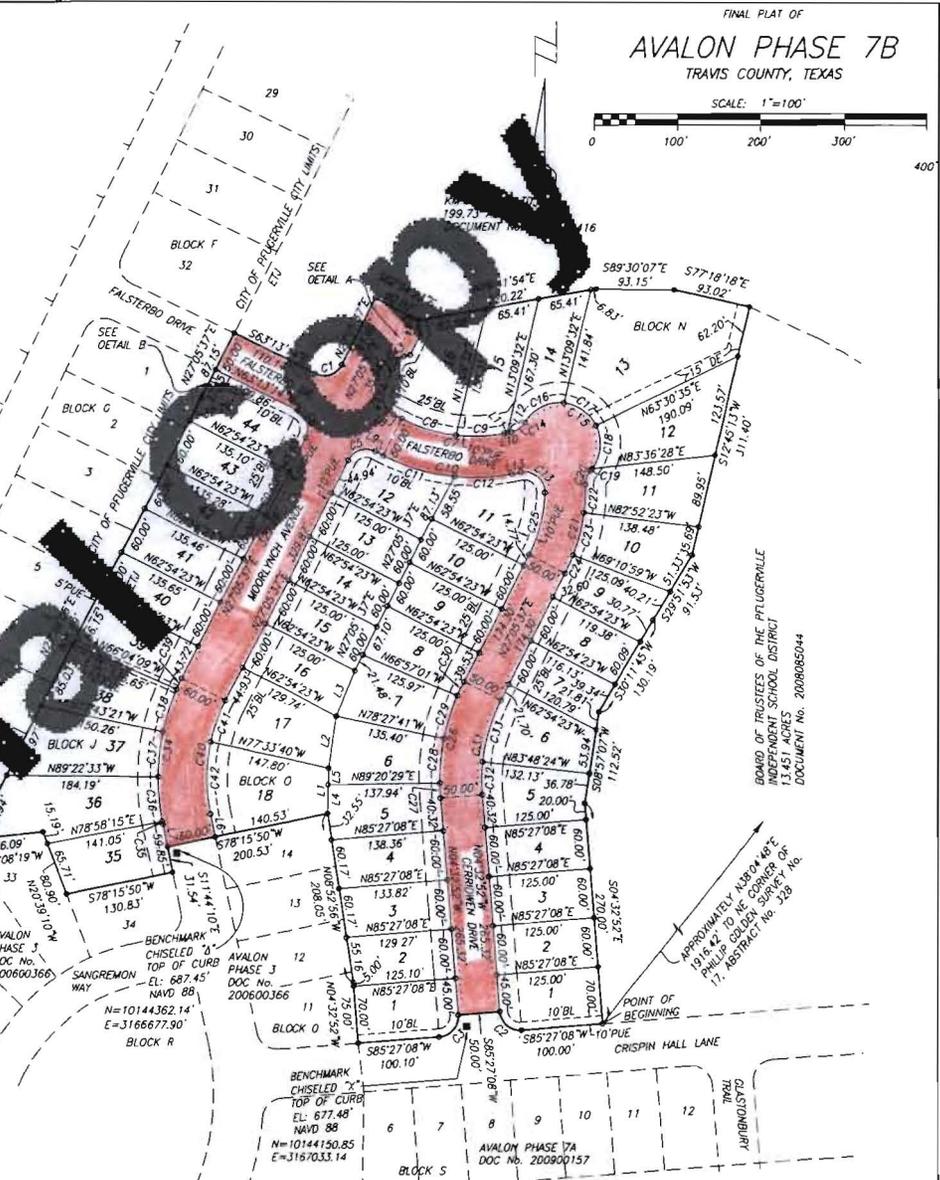
- LOT AREAS (IN SQUARE FEET)
- J-35 8.701
 - J-36 14.475
 - J-37 11.864
 - J-38 9.846
 - J-39 8.482
 - J-40 8.144
 - J-41 8.133
 - J-42 8.122
 - J-43 8.111
 - J-44 9.358
 - N-1 8.615
 - N-2 7.500
 - N-3 7.500
 - N-4 7.500
 - N-5 8.764
 - N-6 9.841
 - N-7 8.952
 - N-8 7.655
 - N-9 7.722
 - N-10 9.279
 - N-11 10.240
 - N-12 12.648
 - N-13 24.323
 - N-14 8.984
 - N-15 9.871
 - N-16 11.865
 - O-1 8.622
 - O-2 7.620
 - O-3 7.892
 - O-4 8.165
 - O-5 8.785
 - O-6 9.419
 - O-7 8.817
 - O-8 7.839
 - O-9 7.500
 - O-10 7.500
 - O-11 10.385
 - O-12 9.120
 - O-13 7.500
 - O-14 7.500
 - O-15 7.500
 - O-16 7.642
 - O-17 11.287
 - O-18 12.577

| CURVE TABLE | | | | | |
|-------------|--------|--------|------------|-------------|--------|
| CURVE | LENGTH | RADIUS | DELTA | CHORD BRNG. | CHORD |
| C1 | 39.13 | 25.00 | 89°41'09" | N71°56'12"E | 35.26 |
| C2 | 39.27 | 25.00 | 90°00'00" | N49°32'57"W | 35.36 |
| C3 | 39.27 | 25.00 | 90°00'00" | S49°27'08"W | 35.36 |
| C4 | 39.41 | 25.00 | 90°18'51" | N18°01'48"W | 35.45 |
| C5 | 39.13 | 25.00 | 89°41'09" | N71°56'12"E | 35.26 |
| C6 | 39.41 | 25.00 | 90°18'51" | N18°01'48"W | 35.45 |
| C7 | 127.82 | 195.00 | 37°33'19" | S81°59'51"E | 125.54 |
| C8 | 69.17 | 195.00 | 20°19'26" | S72°22'57"E | 68.81 |
| C9 | 58.64 | 195.00 | 17°13'53" | S87°50'24"W | 58.42 |
| C10 | 160.59 | 245.00 | 37°33'19" | S81°59'53"E | 157.73 |
| C11 | 90.82 | 245.00 | 21°14'17" | S73°50'22"E | 90.30 |
| C12 | 69.77 | 245.00 | 16°19'02" | S87°22'59"W | 69.54 |
| C13 | 44.47 | 25.00 | 101°55'42" | S49°48'41"E | 38.84 |
| C14 | 21.03 | 25.00 | 48°11'23" | S55°07'46"W | 20.41 |
| C15 | 165.40 | 50.00 | 189°32'01" | S54°11'55"E | 99.65 |
| C16 | 57.19 | 50.00 | 65°32'01" | S63°48'05"W | 54.12 |
| C17 | 49.69 | 50.00 | 56°56'29" | S54°57'40"E | 47.67 |
| C18 | 55.24 | 50.00 | 65°17'36" | S05°09'33"W | 52.47 |
| C19 | 3.28 | 50.00 | 3°45'36" | S38°41'18"W | 3.28 |
| C20 | 18.43 | 25.00 | 42°14'11" | S19°27'00"W | 18.01 |
| C21 | 112.95 | 225.00 | 28°45'43" | S12°42'46"W | 111.77 |
| C22 | 34.54 | 225.00 | 8°47'43" | S07°43'46"W | 34.51 |
| C23 | 53.76 | 225.00 | 13°41'23" | S13°58'19"W | 53.63 |
| C24 | 24.65 | 225.00 | 6°16'36" | S23°57'19"W | 24.64 |
| C25 | 79.23 | 175.00 | 25°56'27" | S14°07'23"W | 78.56 |
| C26 | 146.35 | 265.00 | 31°38'29" | N11°16'23"E | 144.49 |
| C27 | 17.99 | 265.00 | 3°53'20" | N02°36'12"W | 17.98 |
| C28 | 54.67 | 265.00 | 11°49'14" | N05°15'06"E | 54.57 |
| C29 | 54.98 | 265.00 | 11°53'17" | N17°08'21"E | 54.88 |
| C30 | 18.70 | 265.00 | 4°02'38" | N25°04'18"E | 18.70 |
| C31 | 118.73 | 215.00 | 31°38'29" | N11°16'23"E | 117.23 |
| C32 | 40.31 | 215.00 | 10°42'28" | N00°48'22"E | 40.25 |
| C33 | 78.43 | 215.00 | 20°54'01" | N15°18'27"E | 77.99 |
| C34 | 182.98 | 270.00 | 38°48'47" | N07°40'43"E | 179.50 |
| C35 | 3.33 | 270.00 | 0°42'26" | N11°22'58"W | 3.33 |
| C36 | 54.92 | 270.00 | 11°39'12" | N05°12'09"W | 54.82 |
| C37 | 54.92 | 270.00 | 11°39'12" | N05°27'03"E | 54.82 |
| C38 | 54.92 | 270.00 | 11°39'12" | N11°06'15"E | 54.82 |
| C39 | 14.90 | 270.00 | 3°02'46" | N18°30'44"E | 14.90 |
| C40 | 142.32 | 210.00 | 38°49'47" | N07°40'43"E | 140.82 |
| C41 | 53.71 | 210.00 | 14°39'17" | N11°16'23"E | 53.61 |
| C42 | 88.61 | 210.00 | 24°10'30" | N00°48'22"E | 87.59 |
| C43 | 8.90 | 10.00 | 88°13' | N52°34' | 8.61 |
| C44 | 8.90 | 10.00 | 88°14' | N01°36'13" | 8.61 |

| LINE TABLE | | |
|------------|-------------|--------|
| LINE | BEARING | LENGTH |
| L1 | S01°34'49"W | 55.27 |
| L2 | S08°46'22"W | 63.90 |
| L3 | S22°34'46"W | 60.19 |
| L4 | S01°34'49"W | 35.40 |
| L5 | S01°34'49"W | 19.87 |
| L6 | S11°44'10"E | 28.31 |
| L7 | S11°44'10"E | 28.31 |
| L8 | N63°13'14"W | 11.48 |
| L9 | N63°13'14"W | 11.48 |
| L10 | S79°13'28"W | 4.00 |
| L11 | S79°13'28"W | 4.93 |
| L12 | S79°13'28"W | 4.93 |
| L13 | S79°13'28"W | 11.58 |

SUBDIVISION SUMMARY:

| | LOTS | ACRES |
|---|------|-------|
| RESIDENTIAL: | 44 | 9.40 |
| NON-RESIDENTIAL: | 0 | 0.00 |
| PRIVATE OPEN SPACE: | 0 | 0.00 |
| DETENTION: | 0 | 0.00 |
| RESIDENTIAL INCLUDED IN THIS PHASE: | 44 | 9.40 |
| PREVIOUS RESIDENTIAL PHASES: | 339 | 63.47 |
| TOTAL RESIDENTIAL: | 383 | 72.87 |
| PUBLIC PARKLAND INCLUDED IN THIS PHASE: | 0 | 0.00 |
| TOTAL PARKLAND REQUIRED: | 766 | 14.12 |
| TOTAL PARKLAND DEDICATION TO DATE: | 0 | 39.00 |



FINAL PLAT OF
AVALON PHASE 7B
TRAVIS COUNTY, TEXAS

SCALE: 1"=100'

DATE: JUNE 14, 2012

SCALE: 1"=100'

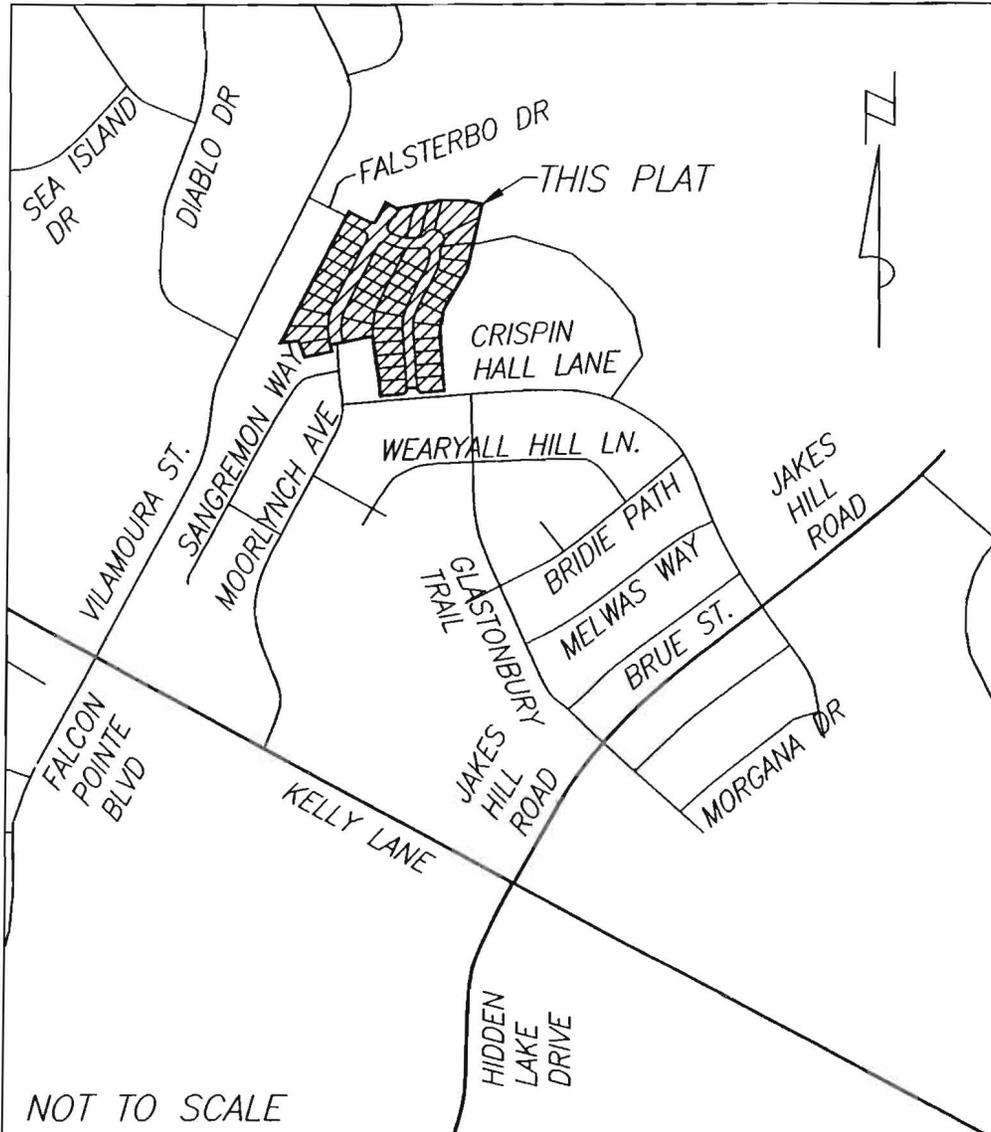
REVISION DATE DESCRIPTION BY

1 MAY 31 2013 ADDRESSED CITY COMMENTS FROM APR 12, 2013 KW

RANDALL JONES & ASSOCIATES ENGINEERING, INC.
1212 E. BRAKER LANE, AUSTIN, TEXAS 78753
(512) 836-4793 FAX: (512) 836-4817 F-9784

RJ SURVEYING & ASSOCIATES, INC.
1212 E. BRAKER LANE, AUSTIN, TEXAS 78753
(512) 836-4793 FAX: (512) 836-4817

LOCATION MAP OF
AVALON PHASE 7B
TRAVIS COUNTY, TEXAS



I, Dana DeBeauvoir, County Clerk, Travis County, Texas, do hereby certify that this is a true and correct copy as same appears of record in my office. Witness my hand and seal of office on 9/26/12



Dana DeBeauvoir, County Clerk

By Deputy:

Robert Resnick
Robert Resnick



Travis County Commissioners Court Agenda Request

Meeting Date: January 28, 2014

Prepared By/Phone Number: Juanita Jackson/854-4467

Elected/Appointed Official/Dept. Head: Sherri E. Fleming,
County Executive for Health and Human Services and Veterans Service

Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE:

Receive Briefing from Health & Human Services on the Healthy Families
Travis County Accreditation and Recertification Program and Take
Appropriate Action.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

See attached memo

STAFF RECOMMENDATIONS:

See attached memo

ISSUES AND OPPORTUNITIES:

See attached memo

FISCAL IMPACT AND SOURCE OF FUNDING:

No fiscal impact

REQUIRED AUTHORIZATIONS:

Mary Etta Gerhardt, Assistant County Attorney'
Leslie Browder, County Executive, Planning and Budget Office
Cyd Grimes, CPM, Travis County Purchasing Agent
Nicki Riley, CAP, CMA, Travis County Auditor
Patty Lennon, Financial Analyst, Travis County Auditor's Office
Aerin Toussaint, Analyst, Planning and Budget Office
Sherri Fleming, County Executive, HHSVS

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.



I am pleased to share that Healthy Families Travis County (HFTC) has been re-accredited through December 2017 and recognized as a provider of high quality home visiting services. HFTC has demonstrated fidelity to the Healthy Families America (HFA) model and its Best Practice Standards.

HFTC is a voluntary, home-visiting program for overburdened parents and their families who are at risk for adverse childhood experiences. The goals for this child abuse prevention program include:

- To cultivate nurturing parent-child relationships,
- To promote healthy childhood growth and development,
- To enhance family functioning by reducing risk and building protective factors, and
- To assist families with community resources and referrals

HFTC has been nationally accredited by Healthy Families America and Prevent Child Abuse America since 2004. HFTC was the first program in Texas (and now one of only three programs) to be awarded this honor for its adherence to best practices. The accreditation process is based upon a stringent set of 12 critical elements grounded in more than 30 years of research. The process involves an in-depth examination of the site's operation, as well as the quality of the visits made by HFA home visitors.

Healthy Families America is a nationally recognized evidence-based home visiting program model. It is the primary home visiting model best equipped to work with families who may have histories of trauma, intimate partner violence, mental health and/or substance abuse issues. The HFA model was developed in 1992 by Prevent Child Abuse America. Model fidelity is illustrated through a comprehensive accreditation process. To date, research and evaluation indicates impressive outcomes. Reviews of more than 15 evaluation studies of HFA programs in 12 states produced the following outcomes:

- Reduced child maltreatment;
- Increased utilization of prenatal care and decreased pre-term, low weight babies;
- Improved parent-child interaction and school readiness;
- Decreased dependency on welfare, or TANF (Temporary Assistance to Needy Families) and other social services;
- Increased access to primary care medical services; and
- Increased immunization rates.

HFTC produced the following outcomes in 2013:

- 193 families received home visiting services
- 100% of families had NO substantiated child abuse or neglect
- 100% of children and parents had established health care providers
- 92% of children had age-appropriate immunizations
- 92% of children achieved age appropriate development

December 16, 2013

Corie Cormie, LCSW
Healthy Families Travis County
Travis Co. Health & Human Services
PO Box 1748
Austin, TX 78767

Dear Corie:

It is with great pleasure that we inform you that the Healthy Families Travis County site has been accredited by Healthy Families America as a provider of high quality HFA home visiting services. This accreditation is effective through December, 2017.

The Healthy Families America (HFA) accreditation process is designed to identify individual sites and multi-site systems that have achieved high standards for performance and a commitment to quality. HFA is proud to grant Healthy Families Travis County accreditation.

Prevent Child Abuse America is honored to be associated with you and your colleagues. We wish you the very best in your continuing service to families in your community.

Congratulations on your achievement!



James M. Hmurovich
President & CEO



Cydney M. Wessel, MSW
National Director of Healthy Families America

National Honorary Board

Michael Bolton
Bill Cosby, Ed.D.
Bob Costas
Tommie Harris
Grant Hill
Tamia Hill
Jack Nicklaus

National Board of Directors

Fred Riley
Board Chair
David C. Rudd
Vice-Chair
Laura Delman
Secretary
Andrea Roberston
Treasurer

Darrell L. Armstrong
Laura Delman
Mike Deros
Maura Somers Dughi
Chris Efessiou
Mark Flores
T. J. Fox
SuEllen Fried
Christopher Greeley, M.D., FAAP
Yolanda Harris
James M. Hmurovich
Todd Jacobson
Laura Johnston
Susan Kelley
Felicia Kolodner
Beth Langford
LoriAnn Lowery-Biggers
Luke Marklin
Fred Riley
Andrea Robertson
David Rudd
Debbie Snyder
Bryan Specht
John Suk
Beatrice Yorker
Juliana Zoto

President & CEO

James M. Hmurovich

Mission Statement

To prevent the abuse and neglect
of our nation's children.

Certificate of Accreditation

This certifies that

Healthy Families Travis County

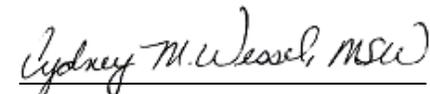
has demonstrated fidelity to the
Healthy Families America model
and its Best Practice Standards.

This accreditation is effective through

December 2017



President and CEO
Prevent Child Abuse America



National Director
Healthy Families America



Travis County Commissioners Court Agenda Request

Meeting Date: January 28, 2014

Prepared By/Phone Number: Yolanda Aleman, (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

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

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

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.

BUDGET AMENDMENTS AND TRANSFERS**FY 2014****1/28/2014****NEW BUDGET**

| BA# | IO/WBS | FUND | COST CENTER | COMMITMENT | Dept. | Line Item | Increase | Decrease | Pg # |
|-----|--------|------|-------------|------------|-------|-------------------------------------|------------|----------|------|
| N1 | | 0001 | 158020 | 411060 | HHS | Title IV E Grant Reimbursement Rev. | \$1,965.70 | | 1 |
| | | 0001 | 158020 | 510050 | HHS | Clothing & Uniforms | \$1,965.70 | | |
| N2 | | 0001 | 158020 | 411060 | HHS | Title IV E Grant Reimbursement Rev | \$2,138.07 | | 1 |
| | | 0001 | 158020 | 510050 | HHS | Clothing & Uniforms | \$2,138.07 | | |

AMENDMENTS

| BA# | IO/WBS | FUND | COST CENTER | COMMITMENT | Dept. | Line Item | Increase | Decrease | Pg # |
|-----|--------|------|-------------|------------|-----------|---------------------------------|------------|-------------|------|
| A1 | | 0125 | 198000 | 580010 | Reserves | Fund 0125 Allocated Reserves | | \$1,300.00 | 6 |
| | | 0125 | 126001 | 512010 | JP Pct. 1 | Travel Encumbrance | \$1,300.00 | | |
| A2 | | 0125 | 198000 | 580010 | Reserves | Fund 0125 Allocated Reserves | | \$2,600.00 | 6 |
| | | 0125 | 126002 | 512010 | JP Pct. 1 | Travel Encumbrance | \$2,600.00 | | |
| A3 | | 0125 | 198000 | 580010 | Reserves | Fund 0125 Allocated Reserves | | \$3,321.74 | 6 |
| | | 0125 | 127002 | 512090 | JP Pct. 2 | Travel Lodging Meals & Other | \$1,936.74 | | |
| | | 0125 | 127002 | 512100 | JP Pct. 2 | Travel Mileage | \$200.00 | | |
| | | 0125 | 127002 | 512050 | JP Pct. 2 | Registration Conference/Seminar | \$1,185.00 | | |
| A4 | | 0125 | 198000 | 580010 | JP Pct. 2 | Fund 0125 Allocated Reserves | | \$2,707.42 | 6 |
| | | 0125 | 127002 | 512090 | JP Pct. 2 | Travel Lodging Meals & Other | \$1,726.92 | | |
| | | 0125 | 127002 | 512100 | JP Pct. 2 | Travel Mileage | \$190.50 | | |
| | | 0125 | 127002 | 512050 | JP Pct. 2 | Registration Conference/Seminar | \$790.00 | | |
| A5 | | 0125 | 198000 | 580010 | Reserves | Fund 0125 Allocated Reserves | | \$4,185.00 | 6 |
| | | 0125 | 128002 | 512050 | JP Pct. 3 | Registration Conference/Seminar | \$1,185.00 | | |
| | | 0125 | 128002 | 512090 | JP Pct. 3 | Travel Lodging Meals & Other | \$3,000.00 | | |
| A6 | | 0125 | 198000 | 580010 | Reserves | Fund 0125 Allocated Reserves | | \$3,060.84 | 6 |
| | | 0125 | 129002 | 512090 | JP Pct. 4 | Travel Lodging Meals & Other | \$1,675.84 | | |
| | | 0125 | 129002 | 512050 | JP Pct. 4 | Registration Conference/Seminar | \$1,185.00 | | |
| | | 0125 | 129002 | 512100 | JP Pct. 4 | Travel Mileage | \$200.00 | | |
| A7 | | 0125 | 198000 | 580010 | Reserves | Fund 0125 Allocated Reserves | | \$2,454.92 | 6 |
| | | 0125 | 130002 | 512090 | JP Pct. 5 | Travel Lodging Meals & Other | \$1,564.92 | | |
| | | 0125 | 130002 | 512100 | JP Pct. 5 | Travel Mileage | \$100.00 | | |
| | | 0125 | 130002 | 512050 | JP Pct. 5 | Registration Conference/Seminar | \$790.00 | | |
| A8 | | 0001 | 198000 | 580010 | Reserves | Allocated Reserves | | \$15,000.00 | 18 |
| | | 0001 | 111009 | 510030 | HRMD | Bldg. Maintenance Supp. & Equip | \$1,000.00 | | |
| | | 0001 | 111009 | 510060 | HRMD | Communication Supplies & Equip. | \$2,000.00 | | |
| | | 0001 | 111009 | 510200 | HRMD | Office Equipment | \$2,000.00 | | |
| | | 0001 | 111009 | 510210 | HRMD | Office Furniture | \$2,500.00 | | |
| | | 0001 | 111009 | 510220 | HRMD | Office Supplies | \$2,000.00 | | |
| | | 0001 | 111009 | 510240 | HRMD | Other Supplies & Equipment | \$1,000.00 | | |
| | | 0001 | 111009 | 510260 | HRMD | Safety Supplies & Equipment | \$1,500.00 | | |
| | | 0001 | 111009 | 510310 | HRMD | Software | \$2,000.00 | | |
| | | 0001 | 111009 | 510990 | HRMD | Procurement Shipping | \$1,000.00 | | |



PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

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

MEMORANDUM

TO: Members of Commissioners Court
FROM: Aerin-Renee Toussaint, Budget Analyst
DATE: January 28, 2014
RE: Establishing New Budget for Revenue Received by Health and Human Services (HHS) related to Title IV E – Foster Care Maintenance

Pursuant to the FY 2014 Budget Rules, PBO submits new revenue budget adjustments for Commissioners Court approval. These two budget adjustments, for third and fourth quarter FY 2012 reimbursements, total \$1,965.70 and \$2,138.07 respectively, and establish new budget in the General Fund.

A previous new budget adjustment for this same purpose was approved by Commissioners Court in May 2013. This grant has a two year window to request reimbursement, so it is not included in the Revenue Estimate. Consequently, Court can expect to see similar revenue certification “new” budget adjustments for this purpose this fiscal year.

The memo from the County Auditor certifying the revenue is attached.

PBO recommends approval of this new revenue budget adjustment.

cc: Leslie Browder, County Executive, PBO
Sherri Fleming, County Executive, HHSVS
Dede Bell, Daniel Wilson, Patty Lennon, County Auditor’s Office
John Bradshaw, Kathleen Haas, Doantrang Lam, HHSVS
Travis Gatlin, Diana Ramirez, PBO
Jessica Rio, Budget Director

TRAVIS COUNTY
AUDITOR'S OFFICE

NICKI RILEY, CPA
COUNTY AUDITOR



TRAVIS COUNTY
ADMINISTRATION BUILDING
P.O. BOX 1748
AUSTIN, TX. 78767
(512) 854-9125
FAX: (512) 854-9164

To: Leslie Browder, County Executive, Planning and Budgeting

From:  Nicki Riley, County Auditor

Date: January 2, 2014

Re: Certification of Revenue – Title IV E – Foster Care Maintenance

I hereby certify \$1,965.70 as revenue to be used by the Travis County Health & Human Services for the Title IV E Program.

These funds were awarded by the Texas Department of Family and Protective Services and should be allocated as follows:

| | |
|-------------------------------|-------------------|
| Fund 0001 | G/L 411060 |
| Cost Center 1580200001 | \$1,965.70 |

In the past, it has been the procedure of the Commissioners' Court to increase the budget for the expenditures upon certification of revenue.

If you have any questions, please call Patty Lennon x 44705.

c.c. John Bradshaw, Contract Specialist, TCDHHS
Daniel Wilson, Chief Assistant, County Auditor
Aerin Toussaint, Analyst, PBO
Dede Bell, Grants Financial Manager, County Auditor
Kathleen Haas, TCHHSVS
Patty Lennon, Grants Financial Analyst

TRAVIS COUNTY
AUDITOR'S OFFICE

NICKI RILEY, CPA
COUNTY AUDITOR



TRAVIS COUNTY
ADMINISTRATION BUILDING
P.O. BOX 1748
AUSTIN, TX. 78767
(512) 854-9125
FAX: (512) 854-9164

To: Leslie Browder, County Executive, Planning and Budgeting

NJR
From: Nicki Riley, County Auditor

Date: January 2, 2014

Re: Certification of Revenue – Title IV E – Foster Care Maintenance

I hereby certify \$2,138.07 as revenue to be used by the Travis County Health & Human Services for the Title IV E Program.

These funds were awarded by the Texas Department of Family and Protective Services and should be allocated as follows:

| | |
|-------------------------------|-------------------|
| Fund 0001 | G/L 411060 |
| Cost Center 1580200001 | \$2,138.07 |

In the past, it has been the procedure of the Commissioners' Court to increase the budget for the expenditures upon certification of revenue.

If you have any questions, please call Patty Lennon x 44705.

c.c. John Bradshaw, Contract Specialist, TCDHHS
Daniel Wilson, Chief Assistant, County Auditor
Aerin Toussaint, Analyst, PBO
Dede Bell, Grants Financial Manager, County Auditor
Kathleen Haas, TCHHSVS
Patty Lennon, Grants Financial Analyst

Header Information for Entry Doc Number 400004756

Doc. Number 400004756 Doc. Status Preposted FM Area 1000

Budget. Cate. Payment Doc. Year 2014 Doc. Date Jan 6, 2014

Value Type Budget Version 0 Doc. Type TRAN

Budget Type 1 Fiscal Year 2014 Year. Cash. Eff

Process UI BALA Process BALS Original. Applic. BWB Doc. Family

Additional Data

Creator LAMD Creation Date Jan 17, 2014 Creation Time 08:07:35

Resp. Person DOANTRANG LAM Year Cohort Public Law

Header Text Title IV-E 4QFY2012 reimbursement Legislation

TextName

Lines Total Document \$ 1,965.70 USD

| Line | Fund | Budget Period | Funds Center | Comm. Item | FuncArea Grant | Funded Program | Local Amount | Text Line |
|--------|------|---------------|--------------|------------|----------------|---------------------------------|--------------|-----------------------------------|
| 000001 | 0001 | | 1580200001 | 411060 | 1230 | NOT-RELEVANT NON-FUNDED-PROGRAM | 1,965.7 | Title IV-E 4QFY2012 reimbursement |
| 000002 | 0001 | | 1580200001 | 510050 | 1230 | NOT-RELEVANT NON-FUNDED-PROGRAM | 1,965.7 | |

NS ~ Jan 23, 2014

Header Information for Entry Doc Number

400004755

Doc. Number 400004755 Doc. Status Preposed FM Area 1000
 Budget. Cate. Payment Doc. Year 2014 Doc. Date Jan 6, 2014
 Value Type Budget Version 0 Doc. Type TRAN
 Budget Type 1 Fiscal Year 2014 Year. Cash. Eff
 Process UI BALA Process BALS Original. Applic. BWB Doc. Family

Additional Data

Creator TOUSSAA Creation Date Jan 17, 2014 Creation Time 08:06:56
 Resp. Person DOANTRANG LAM Year Cohort Public Law
 Legislation

Header Text Title IV-E reimbursement for 3QFY2012

TextName

Lines Total Document **\$2,138.07** USD

| Line | Fund | Budget Period | Funds Center | Comm. Item | FuncArea Grant | Funded Program | Local Amount | Text Line |
|--------|------|---------------|--------------|------------|----------------|------------------------------------|--------------|-----------------------------------|
| 000001 | 0001 | | 1580200001 | 411060 | 1230 | NOT-RELEVANT NON-FUNDED-PROGRAM | 2,138.07 | Title IV-E 3QFY2012 reimbursement |
| 000002 | 0001 | | 1580200001 | 510050 | 1230 | NOT-RELEVANT NON-FUNDED-PROGRAM | 2,138.07 | |

All in Jan 23, 2014



PLANNING AND BUDGET OFFICE

TRAVIS COUNTY, TEXAS

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

MEMORANDUM

TO: Commissioners Court

FROM: Alan Miller, Budget Analyst *AM*

DATE: January 23, 2014

RE: Additional information on Request to use the Justice Court Technology Fund (Fund 0125) for resources to attend Odyssey Case Management Training.

The Planning and Budget Office contacted the various JP offices for more information related to how the costs to attend the Tyler Conference in San Antonio were calculated. Each of the Justices of the Peace precincts is sending three persons to the Conference, with the exception of Justice of the Peace, Precinct 5, which is sending two employees. The employees being sent are the Office Managers within the Justices of the Peace and Clerk II employees that oversee the operation of the Odyssey case management system. Precinct 2 has also submitted a request to send the two central accounting positions, which are budgeted in the Office of Justice of the Peace, Precinct 2, but serve all the Justices of the Peace and Constables. These two positions are also primary users of the Odyssey Case Management System. There is slight variation in travel costs based on people traveling together and from different parts of the County, but the major expenses, hotel and registration are calculated uniformly across the requests. In some cases employees are sharing a room.

Most of the Offices have submitted requests for parking or miscellaneous expenses, which will fluctuate based on how spending actually occurs. PBO notes unspent funds would fall to ending fund balance in the special revenue fund.

Below is a table which summarizes the requests from each office.

| Office | # of People attending | Hotel | Meals/ Per Diem | Mileage | Parking + Misc | Registration | Total |
|---------------------|-----------------------|------------|-----------------|-----------|----------------|--------------|-------------|
| JP 1 | 3 | \$1,933.38 | \$ 414.00 | \$ 176.00 | \$ 191.62 | \$ 1,185.00 | \$ 3,900.00 |
| JP 2 | 3 | \$1,288.92 | \$ 414.00 | \$ 200.00 | \$ 233.82 | \$ 1,185.00 | \$ 3,321.74 |
| Gen. Acct. Staff | 2 | \$1,288.92 | \$ 276.00 | \$ 190.50 | \$ 162.00 | \$ 790.00 | \$ 2,707.42 |
| JP 3 | 3 | \$1,933.38 | \$ 414.00 | \$ 285.60 | \$ 367.02 | \$ 1,185.00 | \$ 4,185.00 |
| JP 4 | 3 | \$1,288.92 | \$ 270.00 | \$ 200.00 | \$ 116.92 | \$ 1,185.00 | \$ 3,060.84 |
| JP 5 | 2 | \$1,288.92 | \$ 276.00 | \$ 100.00 | \$ - | \$ 790.00 | \$ 2,454.92 |
| | | | | | | Total | \$19,629.92 |

Please let me know if you require any additional information.

cc: Jessica Rio, Travis Gatlin, PBO

**Yvonne Williams, Justice of the Peace Precinct 1 & Kitzy Daniels
Glenn Bass, Justice of the Peace Precinct 2 & Cindy Muller
Susan Steeg, Justice of the Peace Precinct 3 & Karen Barland
Raul Gonzalez, Justice of the Peace Precinct 4 & Diana Cantu
Herb Evans, Justice of the Peace Precinct 5 & Heather Kellum**



PLANNING AND BUDGET OFFICE

TRAVIS COUNTY, TEXAS

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

MEMORANDUM

TO: Commissioners Court

FROM: Alan Miller, Budget Analyst

DATE: January 13, 2014 *AM*

RE: Request to use the Justice Court Technology Fund (Fund 0125) for resources to attend Odyssey Case Management Training.

FY 2014 is the first full year of implementation of the Odyssey Case Management System in the Justices of the Peace Courts. The annual conference on changes and training on the system is scheduled in April. The Justices of the Peace and Information Technology Services are recommending that the offices send Justices of the Peace staff and the accounting staff that serve all the Justices of the Peace, for training on recent changes and continuing education on the system.

The individual General Fund operating budgets for the Justices of the Peace would be significantly depleted if this expenditure was absorbed within the existing budgets for the offices. However, the Justice Court Technology Fund has available resources that can be used for such training. The Justices of the Peace are requesting a combined total of \$19,629.92 from the fund for the training.

These funds are primarily used for replacement computers and a staff person to provide technology assistance to the JPs. The reserve for this fund after the proposed adjustment is \$329,633.08. PBO recommends approval of this request.

cc: Jessica Rio, Travis Gatlin, PBO
Yvonne Williams, Justice of the Peace Precinct 1 & Kitzy Daniels
Glenn Bass, Justice of the Peace Precinct 2 & Cindy Muller
Susan Steeg, Justice of the Peace Precinct 3 & Karen Barland
Raul Gonzalez, Justice of the Peace Precinct 4 & Diana Cantu
Herb Evans, Justice of the Peace Precinct 5 & Heather Kellum



JUDGE GLENN BASS

*JUSTICE OF THE PEACE, PRECINCT TWO
TRAVIS COUNTY, TEXAS*

10409 Burnet Road, Suite 180, Austin, Texas 78758

*Criminal Division
512-854-4545*

Fax: 512-854-4535

*Civil Division
512-854-6367*

Date: January 09, 2014

To: Honorable Sam Biscoe, Travis County Judge
Honorable Ron Davis, Commissioner Precinct 1
Honorable Bruce Todd, Commissioner Precinct 2
Honorable Gerald Daugherty, Commissioner Precinct 3
Honorable Margaret Gomez, Commissioner Precinct 4
Alan Miller, PBC

From: Judge Glenn Bass, Justice of the Peace, Precinct 2

Subject: Request Funds to Send Staff to Tyler 2014 Conference

A handwritten signature in blue ink, appearing to read "Glenn Bass", is written over the "To:" and "From:" fields.

JP2 would like to request \$3,350.00 in funds from the Technology Fund to send 3 staff members to the Tyler Connect 2014 Conference in San Antonio, Texas from April 13 – April 16, 2014.

To: Hon. Sam Biscoe, County Judge
Hon. Ron Davis, Commissioner, Precinct One
Hon. Bruce Todd, Commissioner, Precinct Two
Hon. Gerald Daugherty, Commissioner, Precinct Three
Hon. Margaret Gomez, Commissioner, Precinct Four
Alan Miller, PBO

From: Herb Evans, Justice of the Peace, Precinct Five



Date: January 9, 2014

Re: Request Funds to Send Staff to Tyler 2014 Conference

JP5 would like to request \$2,500.00 in funds from the Technology Fund to send two staff members to the Tyler Connect 2014 conference in San Antonio, Texas from April 13-16, 2014.

The purpose of this conference is to network with other counties currently using the Odyssey system and discuss best practices and lessons learned, to continue to educate staff on the system and it's functionality as upgrades and changes are made, and to prepare us for what is coming in the future as the needs continue to change and evolve. The topics for this conference include Case Manager 2014 and Beyond, E-Filing, Best Practices, Preparing for Releases, as well as information on new Financial Features.

Header Information for Entry Doc Number

400004784

Doc. Number 400004784 Doc. Status Preposted FM Area 1000
 Budget. Cate. Payment Doc. Year 2014 Doc. Date Jan 13, 2014
 Value Type Budget Version 0 Doc. Type TRAN
 Budget Type 1 Fiscal Year 2014 Year.Cash.Eff
 Process UI TRAN Process RECV Original.Applic. BWB Doc. Family
 Creator DANIELK1 Creation Date Jan 13, 2014 Creation Time 09:35:18
 Resp. Person KITZY DANIELS Year Cohort Public Law
 Legislation

Additional Data

Header Text Transfer from Tech Fund - Odyssey Training

TextName

Lines Total Document 0 1,300 USD

| Line | Fund | Budget Period | Funds Center | Comm. Item | FuncArea Grant | Funded Program | Local Amount | Text Line |
|--------|------|---------------|--------------|------------|----------------|---------------------------------|--------------|-----------|
| 000001 | 0125 | | 1260010125 | 512010 | 1220 | NOT-RELEVANT NON-FUNDED-PROGRAM | 1,300 | |
| 000002 | 0125 | | 1980000000 | 580010 | 1120 | NOT-RELEVANT NON-FUNDED-PROGRAM | -1,300 | |


 Jan 15, 2014

Header Information for Entry Doc Number 400004785

Doc. Number 400004785 Doc. Status Preposed FM Area 1000

Budget. Cate. Payment Doc. Year 2014 Doc. Date Jan 13, 2014

Value Type Budget Version 0 Doc. Type TRAN

Budget Type 1 Fiscal Year 2014 Year. Cash. Eff

Process UI TRAN Process RECV Original. Applic. BWB Doc. Family

Additional Data

Creator DANIELK1 Creation Date Jan 13, 2014 Creation Time 09:50:28

Resp. Person KITZY DANIELS Year Cohort Public Law

Header Text Transfer from Tech Fund - Odyssey training Legislation

TextName

Lines Total Document 0 2600 USD

| Line | Fund | Budget Period | Funds Center | Comm. Item | FuncArea Grant | Funded Program | Local Amount | Text Line |
|--------|------|---------------|--------------|------------|----------------|---------------------------------|--------------|-----------|
| 000001 | 0125 | | 1260020125 | 512010 | 1210 | NOT-RELEVANT NON-FUNDED-PROGRAM | 2,600 | |
| 000002 | 0125 | | 1980000000 | 580010 | 1120 | NOT-RELEVANT NON-FUNDED-PROGRAM | -2,600 | |

[Handwritten signature]
 Jan 15, 2014

Header Information for Entry Doc Number

400004772

Doc. Number 400004772 Doc. Status Preposted FM Area 1000
 Budget. Cate. Payment Doc. Year 2014 Doc. Date Jan 10, 2014
 Value Type Budget Version 0 Doc. Type TRAN
 Budget Type 2 Fiscal Year 2014 Year.Cash.Eff
 Process UI TRAN Process SEND Original.Applic. BWB Doc.Family

Additional Data
 Creator TORRESA Creation Date Jan 10, 2014 Creation Time 15:15:35
 Resp. Person Year Cohort Public Law
 Legislation

Header Text To attend Odyssey conf.

TextName

Lines
 Total Document 0 3321.74 USD

| Line | Fund | Budget Period | Funds Center | Comm. Item | FuncArea | Grant | Funded Program | Local Amount | Text Line |
|--------|------|---------------|--------------|------------|----------|--------------|--------------------|--------------|----------------------------------|
| 000001 | 0125 | | 1980000000 | 580010 | 1120 | NOT-RELEVANT | NON-FUNDED-PROGRAM | -3,321.74 | transfer from non-funded program |
| 000002 | 0125 | | 1270020125 | 512090 | 1210 | NOT-RELEVANT | NON-FUNDED-PROGRAM | 1,936.74 | transfer to non-funded program |
| 000003 | 0125 | | 1270020125 | 512100 | 1210 | NOT-RELEVANT | NON-FUNDED-PROGRAM | 200 | transfer to non-funded program |
| 000004 | 0125 | | 1270020125 | 512050 | 1210 | NOT-RELEVANT | NON-FUNDED-PROGRAM | 1,185 | transfer to non-funded program |


 Jan 15 2014

Header Information for Entry Doc Number

400004831

Doc. Number 400004831 Doc. Status Preposted FM Area 1000
 Budget. Cate. Payment Doc. Year 2014 Doc. Date Jan 16, 2014
 Value Type Budget Version 0 Doc. Type TRAN
 Budget Type 2 Fiscal Year 2014 Year.Cash.Eff
 Process UI TRAN Process SEND Original.Applic. BWB Doc.Family

Additional Data
 Creator TORRESA Creation Date Jan 16, 2014 Creation Time 10:53:22
 Resp. Person Year Cohort Public Law
 Legislation

Header Text

TextName

Total Document 0 2707.42 USD

Lines

| Line | Fund | Budget Period | Funds Center | Comm. Item | FuncAreaGrant | Funded Program | Local Amount | Text Line |
|--------|------|---------------|--------------|------------|---------------|---------------------------------|--------------|----------------------------------|
| 000001 | 0125 | | 1980000000 | 580010 | 1120 | NOT-RELEVANT NON-FUNDED-PROGRAM | -2,707.42 | TRANSFER FROM NON-FUNDED PROGRAM |
| 000002 | 0125 | | 1270020125 | 512090 | 1210 | NOT-RELEVANT NON-FUNDED-PROGRAM | 1,726.92 | TRANSFER TO FUNDED PROGRAM |
| 000003 | 0125 | | 1270020125 | 512100 | 1210 | NOT-RELEVANT NON-FUNDED-PROGRAM | 190.5 | TRANSFER TO FUNDED PROGRAM |
| 000004 | 0125 | | 1270020125 | 512050 | 1210 | NOT-RELEVANT NON-FUNDED-PROGRAM | 790 | TRANSFER TO FUNDED PROGRAM |

AWN

Jan 16, 2014

FE

Header Information for Entry Doc Number

400004739

Doc. Number 400004739 Doc. Status Preposed FM Area 1000
 Budget. Cate. Payment Doc. Year 2014 Doc. Date Jan 11, 2014
 Value Type Budget Version 0 Doc. Type TRAN
 Budget Type 1 Fiscal Year 2014 Year.Cash.Eff
 Process UI TRAN Process SEND Original.Applic. BWB Doc.Family

Additional Data

Creator BARLANK Creation Date Jan 11, 2014 Creation Time 13:03:58
 Resp. Person Year Cohort Public Law
 Legislation

Header Text

TextName

Lines

Total Document 0 4185 USD

| Line | Fund | Budget Period | Funds Center | Comm. Item | FuncAreaGrant | Funded Program | Local Amount | Text Line |
|--------|------|---------------|--------------|------------|---------------|---------------------------------|--------------|-----------|
| 000001 | 0125 | | 1980000000 | 580010 | 1120 | NOT-RELEVANT NON-FUNDED-PROGRAM | -4,185 | |
| 000002 | 0125 | | 1280020125 | 512050 | 1210 | NOT-RELEVANT NON-FUNDED-PROGRAM | 1,185 | |
| 000003 | 0125 | | 1280020125 | 512090 | 1210 | NOT-RELEVANT NON-FUNDED-PROGRAM | 3,000 | |

AWA
Jan 15, 2014

Header Information for Entry Doc Number

400004811

Doc. Number 400004811 Doc. Status Preposted FM Area 1000
 Budget. Cate. Payment Doc. Year 2014 Doc. Date Jan 13, 2014
 Value Type Budget Version 0 Doc. Type TRAN
 Budget Type 1 Fiscal Year 2014 Year.Cash.Eff
 Process UI TRAN Process SEND Original.Applic. BMB Doc.Family
 Creation Date Jan 13, 2014 Creation Time 12:29:26
 Creator CANTUD
 Resp. Person Year Cohort Public Law
 Legislation

Additional Data

Header Text

TextName

Total Document 0 3060.84 USD

Lines

| Line | Fund | Budget Period | Funds Center | Comm. Item | FuncArea Grant | Funded Program | Local Amount | Text Line |
|--------|------|---------------|--------------|------------|----------------|---------------------------------|--------------|-----------|
| 000001 | 0125 | | 1980000000 | 580010 | 1120 | NOT-RELEVANT NON-FUNDED-PROGRAM | -3,060.84 | |
| 000002 | 0125 | | 1290020125 | 512090 | 1210 | NOT-RELEVANT NON-FUNDED-PROGRAM | 1,675.84 | |
| 000003 | 0125 | | 1290020125 | 512050 | 1210 | NOT-RELEVANT NON-FUNDED-PROGRAM | 1,185 | |
| 000004 | 0125 | | 1290020125 | 512100 | 1210 | NOT-RELEVANT NON-FUNDED-PROGRAM | 200 | |

[Signature]
 Jan 15, 2014

Header Information for Entry Doc Number

400004736

Doc. Number 400004736 Doc. Status Preposted FM Area 1000
 Budget. Cate. Payment Doc. Year 2014 Doc. Date Jan 9, 2014
 Value Type Budget Version 0 Doc. Type TRAN
 Budget Type 1 Fiscal Year 2014 Year. Cash. Eff
 Process UI TRAN Process SEND Original. Applic. BWB Doc. Family

Additional Data

Creator KELLUMH Creation Date Jan 10, 2014 Creation Time 14:52:16
 Resp. Person Year Cohort Public Law
 Legislation

Header Text Transfer for Travel using Spec Rev Fund

TextName

Lines Total Document 0 2454.92 USD

| Line | Fund | Budget Period | Funds Center | Comm. Item | FuncArea Grant | Funded Program | Local Amount | Text Line |
|--------|------|---------------|--------------|------------|----------------|----------------|--------------|--|
| 000001 | 0125 | | 1980000000 | 580010 | 1120 | NOT-RELEVANT | -2,454.92 | Transfer Tech Funds JP5 to pay Tyler Conf 2014 |
| 000002 | 0125 | | 1300020125 | 512090 | 1210 | NOT-RELEVANT | 1,564.92 | Transfer Tech Funds JP5 to pay Tyler Conf 2014 |
| 000003 | 0125 | | 1300020125 | 512100 | 1210 | NOT-RELEVANT | 100 | Transfer Tech Funds JP5 to pay Tyler Conf 2014 |
| 000004 | 0125 | | 1300020125 | 512050 | 1210 | NOT-RELEVANT | 790 | Transfer Tech Funds JP5 to pay Tyler Conf 2014 |

[Signature]
 Jan 15, 2014



PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

700 Lavaca Street, Ste. 1560
Austin, Texas 78701

P.O. Box 1748
Austin, Texas 78767

MEMORANDUM

TO: Members of Commissioners Court

FROM: Diana A. Ramirez, Assistant Budget Director *Edalame*

DATE: January 21, 2014

RE: Request by Human Resources Management to transfer \$15,000 from the Allocated Reserve Earmark to respond to accommodation requests related to the Americans with Disabilities Act

The FY 2014 Adopted Budget includes an Earmark against the Allocated Reserve totaling \$25,000 for projected budget needed to fund accommodation requests made under the Americans with Disabilities Act as amended in 2008. As described in the attached memo written by Bill Paterson, Travis County's Risk Manager, the requested funds will be used to provide reasonable accommodation to Travis County employees.

This program is administered in the same fashion as the ergonomic program; the cost of the accommodation is shared equally by HRMD and the requesting department. HRMD has received four accommodation requests this fiscal year at a cost of \$4,000-\$5,000 each, the cost of which will be split equally with the requesting department. The \$15,000 being requested will cover HRMD's portion of the costs and leave \$5,000-\$7,000 available in HRMD's budget for new accommodation requests. In addition, a balance of \$10,000 will be left on the Earmark against the Allocated Reserve for use later in the fiscal year, if necessary.

PBO expects that HRMD will submit a budget request during the FY 2015 budget process to add some amount to the department's ongoing budget to sustain this program into the future.

PBO recommends approval of this request.

cc: Leslie Browder, Jessica Rio, Travis Gatlin, PBO
Debbie Maynor, Bill Paterson, Donna Stirman, HRMD



Human Resources Management Department

700 Lavaca St. Suite 420

● P.O. Box 1748

● Austin, Texas 78767

● (512) 854-9165 / FAX(512) 854-3128

Memorandum

January 10, 2014

To: Diana Ramirez, PBO

From: Bill Paterson

Re: ADA Budget Funds

During the FY 14 budget process we identified the need for funding for internal ADA accommodation requests. Previously the funding of a request for accommodation would fall to the employing department who may or may not have funds available to initiate the accommodation. A delay or lack of action could open the door for intervention from the EEOC and DOJ.

Funds were earmarked for use for ADA internal requests in the FY 14 Risk Fund Budget. We have received four requests to date in FY 14 and we are in the process providing reasonable accommodation to the individuals. The estimated cost for these accommodations, without going into the details of the individual requests, is between \$4,000 and \$5,000. At this time I would like to request the transfer of \$15,000 of the earmarked funds to an account for ADA in the Risk Management line items.

The administration of the funds will be the same as the fund administration for the Ergonomic program. Once a recommendation/request has been found both valid and reasonable by all parties, Risk Management will approve the action. The action is then funded in half by the department and half by Risk Management from the appropriate line item.

We are striving to comply with the letter of the law as well as the spirit of The Americans with Disabilities Act (ADA) as amended in 2008 (now ADAAA) in addition to the current Travis County ADA policy. Sadly Congress left a majority of the rule development up to the courts as cases are brought before them. As court rulings determine the breadth of coverage we will update the ADAAA program for Travis County accordingly.

Sincerely;

William F Paterson ARM
Risk Manager

Header Information for Entry Doc Number

400004850

Doc. Number 400004850 Doc. Status Preposted FM Area 1000
 Budget. Cate. Payment Doc. Year 2014 Doc. Date Jan 17, 2014
 Value Type Budget Version 0 Doc. Type TRAN
 Budget Type 1 Fiscal Year 2014 Year.Cash.Eff
 Process UI TRAN Process SEND Original.Applic. BWB Doc.Family
 Creator SOLANOM Creation Date Jan 17, 2014 Creation Time 14:27:14
 Resp. Person MARGIE SOLANO Year Cohort Public Law
 Legislation

Additional Data

Header Text
TextName

Total Document
 15,000 USD

Lines

| Line | Fund | Budget Period | Funds Center | Comm. Item | FuncArea Grant | Funded Program | Local Amount | Text Line |
|--------|------|---------------|--------------|------------|----------------|----------------|--------------|-----------|
| 000001 | 0001 | | 1980000000 | 580010 | 1120 | NOT-RELEVANT | -15,000 | |
| 000002 | 0001 | | 1110090001 | 510030 | 1110 | NOT-RELEVANT | 1,000 | |
| 000003 | 0001 | | 1110090001 | 510060 | 1110 | NOT-RELEVANT | 2,000 | |
| 000004 | 0001 | | 1110090001 | 510200 | 1110 | NOT-RELEVANT | 2,000 | |
| 000005 | 0001 | | 1110090001 | 510210 | 1110 | NOT-RELEVANT | 2,500 | |
| 000006 | 0001 | | 1110090001 | 510220 | 1110 | NOT-RELEVANT | 2,000 | |
| 000007 | 0001 | | 1110090001 | 510240 | 1110 | NOT-RELEVANT | 1,000 | |
| 000008 | 0001 | | 1110090001 | 510260 | 1110 | NOT-RELEVANT | 1,500 | |

28

| Line | Fund | Funds center | Comm. Item | FuncArea | Grant | Funded Program | Local Amount | Line Text |
|--------|------|--------------|------------|----------|-------|----------------|--------------------|-----------|
| 000009 | 0001 | | 1110090001 | 510310 | 1110 | NOT-RELEVANT | NON-FUNDED-PROGRAM | 2,000 |
| 000010 | 0001 | | 1110090001 | 510990 | 1110 | NOT-RELEVANT | NON-FUNDED-PROGRAM | 1,000 |

See in Jan 23, 2014

Allocated Reserve Status (580010)

| Amount | Dept Transferred Into | Date | Explanation |
|----------------------|------------------------|----------|---|
| 10,718,725.00 | | | Beginning Balance |
| 13,799.02 | Allocated Reserve | 10/8/13 | Liquidated Purchase Orders-Variou Depts |
| 7,350.74 | Allocated Reserve | 10/15/13 | Liquidated Purchase Orders-Variou Depts |
| (23,425.00) | Constable Pct. 1 | 10/22/13 | Constable Staffing @ 5501 Airport |
| 5,352.82 | Allocated Reserve | 10/22/13 | Liquidated Purchase Orders-Variou Depts |
| 2,506.95 | Allocated Reserve | 10/29/13 | Liquidated Purchase Orders-Variou Depts |
| (8,018.00) | FMD | 11/5/13 | Security Fencing Project |
| (19,327.00) | Sheriff's Office | 11/5/13 | TCSO Deputy for County Court-at-Law #8 |
| 3,478.13 | Allocated Reserve | 11/5/13 | Liquidated Purchase Orders-Variou Depts |
| (25,000.00) | HRMD | 11/12/13 | NeoGov Maintenance Agreement |
| 150.00 | Allocated Reserve | 11/12/13 | Liquidated Purchase Orders-Variou Depts |
| (28,482.00) | Probate Court | 11/19/13 | Probate Judge's Additional Pay |
| 23,517.75 | Allocated Reserve | 11/19/13 | Liquidated Purchase Orders-Variou Depts |
| (59,065.00) | Constable Pct. 1 | 11/26/13 | Constable Staffing @ 5501 Airport |
| (25,000.00) | FMD | 11/26/13 | Constable Staffing @ 5501 Airport |
| (339,552.38) | Purchasing | 11/26/13 | Disparity Study |
| 18,954.85 | Allocated Reserve | 11/27/13 | Liquidated Purchase Orders-Variou Depts |
| 32,868.06 | Allocated Reserve | 12/20/13 | Liquidated Purchase Orders-Variou Depts |
| (4,141.00) | County Judge | 12/30/13 | ACC Internship Program |
| (4,141.00) | Civil Courts | 12/30/13 | ACC Internship Program |
| (4,141.00) | Cons. Pct. 1 | 12/30/13 | ACC Internship Program |
| (4,141.00) | Records Mngt. | 12/30/13 | ACC Internship Program |
| 2,128.88 | Allocated Reserve | 1/7/14 | Liquidated Purchase Orders-Variou Depts |
| (50,000.00) | General Administration | 1/14/14 | Organizational Review |
| 33,203.06 | Allocated Reserve | 1/22/14 | Liquidated Purchase Orders-Variou Depts |
| 10,267,601.88 | Current Balance | | |

Possible Future Expenses Against Allocated Reserve Previously Identified:

| Amount | Explanation |
|----------------------|---|
| (\$310,200) | Records Management - Postage Cost of City of Austin Redistricting |
| (\$275,000) | Civil Courts-Legally Mandated Fees- Civil Indigent Attorney Fees |
| (\$228,552) | Criminal Courts - Veterans Court |
| (\$175,000) | Criminal Courts-Legally Mandated Fees - Attorney Fees for Capital Cases |
| (\$150,000) | Human Resources - Tuition Reimbursement Program |
| (\$144,233) | Civil Courts - Family Drug Treatment Court |
| (\$62,350) | Criminal Justice Planning - Paralegal for OPR |
| (\$65,291) | Criminal Justice Planning - Paralegal for OCR |
| (\$19,645) | Criminal Courts - Bailiff Transition to Sheriff's Office |
| (\$35,000) | Criminal Courts-Legally Mandated-Fees - Forced Medication Hearings |
| (\$8,178) | Human Resources - Travis County/Austin Community College Internship Program |
| (\$33,000) | Civil Courts-Legally Mandated Fees - Foreign Language Court Interpreters |
| (\$25,000) | Human Resources - ADA Program Funding |
| (\$19,600) | Pretrial Services - Electronic Monitoring Services |
| (\$1,551,049) | Total Possible Future Expenses (Earmarks) |

\$8,716,553 Remaining Allocated Reserve Balance After Possible Future Expenditures

Capital Acquisition Resources Account Reserve Status (580070)

CAR RESERVE TRANSFERS

| Amount | Dept Transferred Into | Date | Explanation |
|--|------------------------------|-------------|--|
| 2,431,317 | | | Beginning Balance |
| (135,828) | ITS | 10/29/13 | EOB Renovations |
| (12,489) | ITS | 11/19/13 | Computers for Automated Assessment Tools |
| (226,779) | ITS | 12/10/13 | EOB Renovations |
| 2,056,221 Current Reserve Balance | | | |

Possible Future Expenses Against CAR Reserves Previously Identified:

| Amount | Explanation |
|------------------|--|
| (\$500,000) | Transportation and Natural Resources - Road Materials |
| (\$37,392) | Information Technology Services - Support for Facilities Remodel/Construction Projects |
| (\$320,000) | Juvenile Probation - Juvenile Probation Master Plan |
| (\$192,750) | Transportation and Natural Resources - Failing Vehicles |
| (\$100,000) | Transportation and Natural Resources - Guardrail Replacement |
| (\$70,000) | Medical Examiner - Replacement Headspace Auto Sampler – Gas Chromatograph |
| (\$55,000) | Emergency Services (StarFlight) - STAR Flight Maintenance |
| (\$50,000) | Transportation and Natural Resources - ADA Sidewalk Upgrades |
| (\$15,798) | Criminal Justice Planning - Paralegal for OCR |
| (\$5,798) | Criminal Justice Planning - Paralegal for OPR |
| (\$1,346,738) | Total Possible Future Expenses (Earmarks) |
| \$709,483 | Remaining CAR Reserve Balance After Possible Future Expenditures |

Reserve for Emergencies and Contingencies Status (580120)

| Amount | Dept Transferred Into | Date | Explanation |
|--|-----------------------|------|-------------------|
| 5,000,000.00 | | | Beginning Balance |
| \$5,000,000 Current Reserve Balance | | | |

Fuel & Utilities Reserve Status (580130)

| Amount | Dept Transferred Into | Date | Explanation |
|--|-----------------------|------|-------------------|
| 300,000.00 | | | Beginning Balance |
| \$300,000 Current Reserve Balance | | | |

Civil and Family Justice Center (Planning) Reserve Status (580210)

| Amount | Dept Transferred Into | Date | Explanation |
|--|-----------------------|----------|-----------------------------------|
| 5,446,000.00 (1,779,411.00) | PBO | 10/22/13 | Beginning Balance Phase I & II |
| \$3,666,589 Current Reserve Balance | | | |

Juvenile Justice Reserve Status (580260)

| Amount | Dept Transferred Into | Date | Explanation |
|--|-----------------------|------|-------------------|
| 504,726.00 | | | Beginning Balance |
| \$504,726 Current Reserve Balance | | | |

Smart Building Maintenance Reserve Status (580240)

| Amount | Dept Transferred Into | Date | Explanation |
|--|-----------------------|------|-------------------|
| 297,948.00 | | | Beginning Balance |
| \$297,948 Current Reserve Balance | | | |

Reserve for Replacement of Integrated Justice Systems Status (580160)

| Amount | Dept Transferred Into | Date | Explanation |
|--|-----------------------|------|-------------------|
| 5,235,265.00 | | | Beginning Balance |
| \$5,235,265 Current Reserve Balance | | | |

Reserve for State Funding Cuts Status (580310)

| Amount | Dept Transferred Into | Date | Explanation |
|--|-----------------------|------|-------------------|
| 250,000.00 | | | Beginning Balance |
| \$250,000 Current Reserve Balance | | | |

STAR Flight Maintenance Reserve Status (580320)

| Amount | Dept Transferred Into | Date | Explanation |
|--|-----------------------|------|-------------------|
| 1,995,050.00 | | | Beginning Balance |
| \$1,995,050 Current Reserve Balance | | | |

Reserve for 1115 Waiver Participation Status (580200)

| Amount | Dept Transferred Into | Date | Explanation |
|--|-----------------------|------|-------------------|
| 1,000,000.00 | | | Beginning Balance |
| \$1,000,000 Current Reserve Balance | | | |

Reserve for Interlocal Agreements Status (580200)

| Amount | Dept Transferred Into | Date | Explanation |
|--|-----------------------|---------|---|
| 1,950,308.00 | | | Beginning Balance |
| (406,090.00) | HHSVS | 12/3/13 | City of Austin Public Health Services & Animal Services |
| \$1,544,218 Current Reserve Balance | | | |

Reserve for External Social Services Contracts Status (580200)

| Amount | Dept Transferred Into | Date | Explanation |
|--|-----------------------|----------|-----------------------------------|
| 1,155,025.00 | | | Beginning Balance |
| (322,172.00) | HHSVS | 12/17/13 | Collaborative Afterschool Program |
| (500,000.00) | HHSVS | 1/21/14 | Collaborative Afterschool Program |
| \$332,853 Current Reserve Balance | | | |

Sheriff's Office Overtime Reserve Status (580330)

| Amount | Dept Transferred Into | Date | Explanation |
|--|-----------------------|------|-------------------|
| 1,000,000.00 | | | Beginning Balance |
| \$1,000,000 Current Reserve Balance | | | |

Unallocated Reserve Status (580015)

| Amount | Dept Transferred Into | Date | Explanation |
|---|-----------------------|----------|---|
| 68,085,598.00 | | | Beginning Balance |
| (2,500,000.00) | TNR | 10/15/13 | Reimbursement Resolution for 416 W. 11th Street |
| (16,606,000.00) | TNR | 11/12/13 | Reimbursement Resolution for Maha Loop Road: Pearce Lane |
| (5,230,741.00) | TNR | 11/26/13 | Reimbursement Resolution for Vehicle and Heavy Equipment |
| (2,480,000.00) | TNR | 11/26/13 | Reimbursement Resolution for New Entrance for NE Metropolitan Park |
| (1,774,058.00) | FMD | 11/26/13 | Reimbursement Resolution for EOB Renovations Floors 4 - 11 |
| (512,400.00) | FMD | 11/26/13 | Reimbursement Resolution for Collier Evidence Warehouse Expansion |
| (1,095,302.00) | ITS | 11/26/13 | Reimbursement Resolution for TechShare Software Source Code/AMCAD Enterprise License |
| (250,000.00) | ITS | 11/26/13 | Reimbursement Resolution for Information Security Appliance |
| (435,000.00) | TCSO | 11/26/13 | Reimbursement Resolution for Phase II of the Perimeter Security Fence Upgrade at Correctional Complex |
| \$37,202,097 Current Reserve Balance | | | |



Travis County Commissioners Court Agenda Request

Meeting Date: 01/28/2014, 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. New application to the Office of the Governor, Criminal Justice Division, for the Travis County Sheriff's Office to receive resources to host a conference for local high school youth to receive bystander intervention training;
- B. Annual application to the Office of the Governor, Criminal Justice Division for the Juvenile Accountability Block Grant Local Assessment Center program in the Juvenile Probation Department;
- C. Annual application to the Texas Division of Emergency Management for the Emergency Management Performance Grant in Emergency Services;
- D. Annual contract with the Texas Department of Transportation for the Travis County Sheriff's Office to continue to receive federal pass through funding for overtime resources for driving while intoxicated enforcement;
- E. Interlocal with the City of Austin to receive Fiscal Year 2013 Edward Byrne Memorial Justice Assistance Grant resources that will be used by the Travis County Sheriff's Office for crime lab equipment;
- F. Contract amendment with Texas Parks and Wildlife Department to the Pace Bend Park Low Water Boat Ramp Grant in Transportation and Natural Resources Department; and
- G. Status report on the Travis County Family Drug Treatment Court - The Children's Continuum grant with the U.S. Department of Justice, Office of Juvenile Justice and Delinquency Prevention, Family Drug Court Programs in Health and Human and Veterans Service Department.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Item A is a new grant to host a one day conference for 100 high school athletes. Items B,C,D, & E are annual grants that are in the renewal/approval process. Item F is an amendment, which adds \$30,615 to the existing grant to be used to construct a boat ramp in Pace Bend Park. Item G is a status report on an existing grant that is approved annually.

STAFF RECOMMENDATIONS:

PBO recommends approval.

ISSUES AND OPPORTUNITIES:

Additional information is provided on the grant summary sheets.

FISCAL IMPACT AND SOURCE OF FUNDING:

Item C requires a match which is met through the allocation of existing staff. Item F. requires an increase to the Travis County match. The increased match is met within the existing LCRA (CIP) Fund's contribution to the grant. No additional allocation is required.

REQUIRED AUTHORIZATIONS:

Planning and Budget Office
County Judge's Office

Leslie Browder
David Salazar

TRAVIS COUNTY

1/28/2014

Created 01-23-14 at 4:13

GRANT APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE

FY 2014

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

| Dept. | Grant Title | Grant Period | Grant Award | County Cost Share | County Contribution | In-Kind Contribution | Program Total | FTEs | PBO Notes | Auditor's Assessment | Page # |
|--------------------------|--|-------------------------|-------------|-------------------|---------------------|----------------------|---------------|------|-----------|----------------------|--------|
| A | 137 Bystander Intervention Conference | 10/01/2013 - 12/31/2014 | \$37,450 | \$0 | \$0 | \$0 | \$37,450 | 0.00 | R | MC | 7 |
| B | 145 Juvenile Accountability Block Grant: Local Assessment Center | 09/01/2014 - 08/31/2015 | \$47,903 | \$5,323 | \$0 | \$0 | \$53,226 | 0.00 | R | MC | 22 |
| C | 147 Emergency Management Performance Grant | 10/01/2013 - 09/30/2014 | \$69,699 | \$69,699 | \$0 | \$0 | \$139,398 | 0.00 | R | S | 41 |
| * Amended from original. | | | | | | | | | | | |
| Contracts | | | | | | | | | | | |
| D | 137 TxDOT Impaired Driving Mobilization | 01/13/2014 - 09/30/2014 | \$20,100 | \$7,033 | \$0 | \$0 | \$27,133 | 0.00 | R | MC | 78 |
| E | 137 Edward Byrne Justice Assistane Grant | 11/13/2013 - 09/30/2016 | \$80,260 | \$0 | \$0 | \$0 | \$80,260 | 0.00 | R | MC | 107 |
| F | 149 Pace Bend Park -Tournament Point Boat Ramp* | 09/30/2012 - 09/30/2015 | \$111,075 | \$0 | \$37,025 | \$0 | \$148,100 | 0.00 | R | S | 129 |
| * Amended from original. | | | | | | | | | | | |
| Status Report | | | | | | | | | | | |
| G | 158 Travis County Drug Treatment Court- The Children's Continuum | 10/01/2011 - 09/30/2014 | \$555,000 | \$0 | \$0 | \$183,333 | \$738,333 | 3.05 | R | EC | 134 |

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

- PBO Notes:**
 R - PBO recommends approval
 NR - PBO does not recommend approval
 D - PBO recommends item be discussed
- S - Simple
 MC - Moderately Complex
 C - Complex
 EC - Extremely Complex

**FY 2014 Grant Summary Report
Grant Applications approved by Commissioners Court**

The following is a list of grants for which application has been submitted since October 1, 2013, and the notification of award has not yet been received.

| Dept | Name of Grant | Grant Term | Grant Award | County Cost Share | County Contribution | In-Kind Contribution | Program Total | FTEs | Approval Date | Created |
|------|---|---------------------|-------------|-------------------|---------------------|----------------------|---------------|------|---------------|----------------------|
| 145 | Juvenile Probation Pre-Doctoral Psychology Internship Program | 07/01/14 - 07/31/15 | \$43,569 | \$12,244 | \$0 | \$0 | \$55,813 | 1.00 | 10/8/2013 | 10/1-23-13 |
| 124 | Formula Grant-Indigent Defense Program | 10/1/13 - 09/30/14 | \$442,000 | \$0 | \$0 | \$0 | \$442,000 | 0.00 | 10/15/2013 | 10/15/2013 at 4:11pm |
| 155 | Prostitution Prevention Program-Planning Grant | 01/01/14 - 08/31/14 | \$30,000 | \$0 | \$0 | \$0 | \$30,000 | 0.00 | 10/22/2013 | |
| 117 | Southwest Travis County Historical Survey | 10/01/13 - 09/30/15 | \$8,500 | \$0 | \$7,500 | \$1,000 | \$17,000 | 0.00 | 11/12/2013 | |
| 158 | Phase 31 Emergency Food and Shelter Program | 04/01/13 - 03/31/14 | \$25,000 | \$0 | \$0 | \$0 | \$25,000 | 0.00 | 11/12/2013 | |
| 119 | Underage Drinking Prevention grant | 10/01/14 - 09/30/15 | \$161,204 | \$0 | \$35,951 | \$55,000 | \$252,155 | 3.00 | 11/26/2013 | |
| 155 | Prostitution Prevention Program-Planning Grant* | 01/01/14 - 12/31/14 | \$40,000 | \$0 | \$0 | \$0 | \$40,000 | 0.00 | 12/3/2013 | |
| | | | \$750,273 | \$12,244 | \$43,451 | \$56,000 | \$861,968 | 4.00 | | |

*Amended from original agreement.

**FY 2014 Grant Summary Report
Grants Approved by Commissioners Court**

The following is a list of grants that have been received by Travis County since October 1, 2013.

| Dept | Name of Grant | Grant Term | Grant Award | County Cost Share | County Contribution | In-Kind Contribution | Program Total | FTEs | Approval Date |
|------|--|-----------------------|-------------|-------------------|---------------------|----------------------|---------------|------|---------------|
| 124 | Travis County Veterans's Court | 09/01/13 - 08/31/14 | \$185,919 | \$0 | \$0 | \$0 | \$185,919 | 2.00 | 10/1/2013 |
| 137 | 2010 Byrne Justice Assistance Grant* | 10/01/2009 - 03/31/14 | \$114,285 | \$0 | \$0 | \$0 | \$114,285 | 0.00 | 10/1/2013 |
| 139 | Travis County Adult Probation DWI Court/SAMHSA | 09/30/13 - 09/29/14 | \$101,270 | \$0 | \$0 | \$0 | \$101,270 | 1.30 | 10/1/2013 |
| 139 | Travis County Adult Probation DWI Court/OOG | 09/01/13 - 09/31/14 | \$228,460 | \$0 | \$0 | \$0 | \$228,460 | 4.00 | 10/1/2013 |
| 142 | Drug Diversion Court | 09/01/13 - 08/31/14 | \$132,585 | \$0 | \$0 | \$0 | \$132,585 | 0.00 | 10/1/2013 |
| 145 | Drug Court and In-Home Family Services | 09/01/13 - 08/31/14 | \$162,000 | \$18,007 | \$0 | \$0 | \$180,007 | 0.20 | 10/8/2013 |
| 158 | Parenting in Recovery II | 09/30/13 - 09/29/14 | \$481,000 | \$259,000 | \$0 | \$0 | \$740,000 | 2.00 | 10/8/2013 |
| 120 | Electronic Transmission of Ballot Portal | 09/30/14 - 12/31/18 | \$19,950 | \$0 | \$0 | \$0 | \$19,950 | 0.00 | 10/8/2013 |
| 137 | Vision Summit | 01/01/13 - 10/31/13 | \$78,147 | \$0 | \$0 | \$0 | \$78,147 | 0.00 | 10/8/2013 |
| 137 | Child Abuse Victim Services Personnel | 09/01/13 - 08/31/14 | \$23,092 | \$0 | \$34,639 | \$0 | \$57,731 | 1.00 | 10/15/2013 |
| 147 | Emergency Management Performance Grant | 10/01/12 - 03/31/14 | \$69,699 | \$69,699 | \$0 | \$0 | \$139,398 | 0.00 | 10/15/2013 |
| 147 | Homeland Security Grant Program, State Homeland Security Program | 09/01/13 - 01/31/15 | \$9,500 | \$0 | \$0 | \$0 | \$9,500 | 0.00 | 10/15/2013 |
| 147 | Homeland Security Grant Program, State Homeland Security Law Enforcement Terrorist Prevention Activities Program | 09/01/13 - 01/31/15 | \$22,500 | \$0 | \$0 | \$0 | \$22,500 | 0.00 | 10/15/2013 |
| 158 | Title IV-E Child Welfare Services | 10/01/13 - 09/30/14 | \$20,508 | \$67,430 | \$0 | \$0 | \$87,938 | 0.60 | 10/15/2013 |
| 119 | Family Violence Accelerated Prosecution Program | 09/01/13 - 08/31/14 | \$84,957 | \$34,053 | \$0 | \$0 | \$119,010 | 2.23 | 10/22/2013 |
| 122 | Family Drug Treatment Court | 09/01/13 - 08/31/14 | \$137,388 | \$0 | \$0 | \$0 | \$137,388 | 1.00 | 10/22/2013 |

| Dept | Name of Grant | Grant Term | Grant Award | County Cost Share | County Contribution | In-Kind Contribution | Program Total | FTEs | Approval Date |
|------|---|-------------------------|-------------|-------------------|---------------------|----------------------|---------------|-------|---------------|
| 145 | Juvenile Drug Treatment Court-SAMHSA/CSAT | 09/30/13 - 09/29/14 | \$227,670 | \$0 | \$0 | \$0 | \$227,670 | 0.00 | 10/22/2013 |
| 145 | Trauma Informed Assessment and Response program | 09/01/13 - 08/31/14 | \$154,132 | \$0 | \$0 | \$0 | \$154,132 | 0.50 | 10/29/2013 |
| 145 | The Eagle Soars program | 09/01/13 - 08/31/14 | \$62,886 | \$15,722 | \$0 | \$0 | \$78,608 | 1.12 | 10/29/2013 |
| 145 | Enhancing Services for Victims of Crime Program | 09/01/13 - 08/31/14 | \$104,222 | \$0 | \$0 | \$0 | \$104,222 | 0.00 | 10/29/2013 |
| 124 | Indigent Defense System Evaluation Project* | 09/01/12 - 08/31/14 | \$230,318 | \$0 | \$0 | \$0 | \$230,318 | 1.00 | 11/5/2013 |
| 145 | Juvenile Probation Pre-Doctoral Psychology Internship Program | 09/01/11 - 08/31/16 | \$578,449 | \$99,779 | \$0 | \$0 | \$678,228 | 11.00 | 11/5/2013 |
| 145 | Residential Substance Abuse Treatment Program | 10/01/13 - 09/30/14 | \$142,933 | \$47,644 | \$0 | \$0 | \$190,577 | 1.67 | 11/19/2013 |
| 137 | State Criminal Alien Assistance Program | 07/11/11 - 06/30/12 | \$483,085 | \$0 | \$0 | \$0 | \$483,085 | 0.00 | 11/26/2013 |
| 158 | Comprehensive Energy Assistance Program Amendment #2* | 01/01/13 - 12/31/13 | \$2,898,329 | \$0 | \$0 | \$0 | \$2,898,329 | 6.00 | 11/26/2013 |
| 158 | Coming of Age (DADS) | 11/15/13 - 03/31/14 | \$14,282 | \$0 | \$0 | \$0 | \$14,282 | 0.00 | 12/3/2013 |
| 137 | K9s4COPS | 11/22/13 - 09/30/14 | \$12,000 | \$0 | \$0 | \$0 | \$12,000 | 0.00 | 12/10/2013 |
| 145 | Juvenile Probation Pre-Doctoral Psychology Internship Program | 07/01/14 - 07/31/15 | \$44,000 | \$0 | \$0 | \$0 | \$44,000 | 0.00 | 12/10/2013 |
| 135 | Accessible Parking Awareness Campaign | 01/01/14 - 06/30/14 | \$37,125 | \$12,375 | \$0 | \$0 | \$49,500 | 0.50 | 12/17/2013 |
| 157 | NEH Preservation Assistance for Smaller Institutions | 02/01/14 - 07/31/15 | \$6,000 | \$0 | \$0 | \$0 | \$6,000 | 0.00 | 12/30/2013 |
| 124 | Veterans Commission Grant | 01/01/2014 - 12/31/2014 | \$20,000 | \$0 | \$0 | \$0 | \$20,000 | 0.00 | 1/7/2014 |
| 158 | 2013 Phase 31 Emergency Food and Shelter Program | 07/01/2013 - 05/31/2014 | \$25,000 | \$0 | \$0 | \$0 | \$25,000 | 0.00 | 1/7/2014 |

*Amended from original agreement.

FY 2014 Grants Summary Report

Permission to Continue

| Dept | Name of Grant | Grant Term per Application | Amount requested for PTC | | | Filled FTEs | PTC Expiration Date | Cm. Ct. PTC Approval Date | Has the General Funds been Reimbursed? |
|------|--|----------------------------|--------------------------|--------------------|---------------|-------------|---------------------|---------------------------|--|
| | | | Personnel Cost | Operating Transfer | Total Request | | | | |
| 158 | AmeriCorps Grant Program | 08/01/13 - 07/31/14 | \$100,540 | \$7,300 | \$107,840 | 31.00 | 9/30/2013 | 7/30/2013 | Yes |
| 119 | Family Violence Accelerated Prosecution Program | 09/01/2013 - 08/31/2014 | \$13,150 | \$0 | \$13,150 | 1.00 | 10/31/2013 | 8/27/2013 | Yes |
| 119 | Other Victim Assistance Grant Program | 09/01/2013 - 08/31/2014 | \$9,286 | \$0 | \$9,286 | 1.00 | 10/31/2013 | 8/27/2013 | Yes |
| 122 | Family Drug Treatment Court | 09/01/2013 - 08/31/2014 | \$5,422 | \$0 | \$5,422 | 1.00 | 9/30/2013 | 8/27/2013 | Yes |
| 124 | Veterans' Court Program | 09/01/2013 - 08/31/2014 | \$13,801 | \$0 | \$13,801 | 2.00 | 10/31/2013 | 8/27/2013 | Yes |
| 137 | Child Abuse Victim Services Personnel Program | 09/01/2013 - 08/31/2014 | \$8,852 | \$0 | \$8,852 | 1.00 | 10/31/2013 | 8/27/2013 | Yes |
| 142 | Drug Diversion Court Program | 09/01/2013 - 08/31/2014 | \$10,376 | \$0 | \$10,376 | 1.00 | 10/31/2013 | 8/27/2013 | No |
| 145 | Juvenile Accountability Block Grant Local Assessment Center Program | 09/01/2013 - 08/31/2014 | \$9,800 | \$0 | \$9,800 | 1.00 | 10/31/2013 | 8/27/2013 | Yes |
| 145 | Trauma Informed Assessment and Response Program | 09/01/2013 - 08/31/2014 | \$5,966 | \$0 | \$5,966 | 0.50 | 10/31/2013 | 8/27/2013 | Yes |
| 145 | Austin/Travis County Integral Care Community Partners for Children Coordinator | 09/01/2013 - 08/31/2014 | \$10,250 | \$0 | \$10,250 | 1.00 | 10/31/2013 | 8/27/2013 | Yes |
| 145 | Texas Juvenile Justice Department Grants | 09/01/2013 - 08/31/2014 | \$405,477 | \$0 | \$405,477 | 72.00 | 10/31/2013 | 8/27/2013 | Yes |
| 139 | Adult Probation DWI Court | 09/01/13 - 08/31/14 | \$52,519 | \$0 | \$52,519 | 4.00 | 11/30/2013 | 9/10/2013 | Yes |

FY 2014 Grants Summary Report

Permission to Continue

| Dept | Name of Grant | Grant Term per Application | Amount requested for PTC | | | Filled FTEs | PTC Expiration Date | Cm. Ct. PTC Approval Date | Has the General Funds been Reimbursed? |
|--------|---|----------------------------|--------------------------|--------------------|---------------|-------------|---------------------|---------------------------|--|
| | | | Personnel Cost | Operating Transfer | Total Request | | | | |
| 124 | Travis County Veterans' Court | 09/01/13 - 08/31/14 | \$13,801 | \$0 | \$13,801 | 2.00 | 10/31/2013 | 9/24/2013 | Yes |
| 122 | Family Drug Treatment Court | 09/01/13 - 08/31/14 | \$5,566 | \$0 | \$5,566 | 1.00 | 10/31/2013 | 9/24/2013 | Yes |
| 145 | Residential Substance Abuse Treatment Program | 10/01/13 - 09/30/14 | \$10,098 | \$0 | \$10,098 | 1.67 | 11/30/2013 | 9/24/2013 | Yes |
| 158 | Parenting in Reovery II | 09/30/13 - 09/29/14 | \$22,909 | \$0 | \$22,909 | 1.00 | 12/31/2013 | 9/24/2013 | Yes |
| 158 | Comprehensive Energy Assistance Program | 01/01/2014 - 12/31/14 | \$63,805 | \$500,000 | \$563,805 | 7.00 | 3/31/2014 | 12/10/2013 | No |
| Totals | | | \$761,618 | \$507,300 | \$1,268,918 | 129.17 | | | |



**TRAVIS COUNTY
FY 14 GRANT SUMMARY SHEET**

Contract #:

SAP #:

| | | |
|-----------------------|---|--|
| Check One: | Application Approval: <input checked="" type="checkbox"/> | Permission to Continue: <input type="checkbox"/> |
| | Contract Approval: <input type="checkbox"/> | Status Report: <input type="checkbox"/> |
| Check One: | Original: <input checked="" type="checkbox"/> | Amendment: <input type="checkbox"/> |
| Check One: | New Grant: <input checked="" type="checkbox"/> | Continuation Grant: <input type="checkbox"/> |
| Department/Division: | Sheriff | |
| Contact Person/Title: | Karen Maxwell, Sr. Planner | |
| Phone Number: | 854-7508 | |

| | | | |
|--|---|---|---------------------------------|
| Grant Title: | Bystander Intervention Conference | | |
| Grant Period: | From: <input type="text" value="10/1/2013"/> | To: <input type="text" value="12/31/2014"/> | |
| Fund Source: | Federal: <input type="checkbox"/> | State: <input checked="" type="checkbox"/> | Local: <input type="checkbox"/> |
| Grantor: | Office of the Governor, Criminal Justice Division | | |
| Will County provide grant funds to a sub-recipient? | Yes: <input type="checkbox"/> | No: <input checked="" type="checkbox"/> | |
| Are the grant funds pass-through from another agency? If yes, list originating agency below. | Yes: <input type="checkbox"/> | No: <input checked="" type="checkbox"/> | |
| Originating Grantor: | | | |

| Budget Categories | Grant Funds | County Cost Share | Budgeted County Contribution #595010 (Cash Match) | In-Kind | TOTAL |
|--------------------|-------------|-------------------|---|---------|-----------|
| Personnel: | \$ 0 | \$ 0 | \$ 0 | \$ 0 | \$ 0 |
| Operating: | \$ 37,450 | \$ 0 | \$ 0 | \$ 0 | \$ 37,450 |
| Capital Equipment: | \$ 0 | \$ 0 | \$ 0 | \$ 0 | \$ 0 |
| Indirect Costs: | \$ 0 | \$ 0 | \$ 0 | \$ 0 | \$ 0 |
| Totals: | \$ 37,450 | \$ 0 | \$ 0 | \$ 0 | \$ 37,450 |
| FTEs: | 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 | 0.00 | |

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

| Performance Measures | | | | | |
|--|----------------------------|---|-------------------------|-------------------------|-------------------------|
| # | Measure | Actual FY 12 Measure | Projected FY 13 Measure | Projected FY 14 Measure | Projected FY 15 Measure |
| + - Applicable Departmental Measures | | | | | |
| 1. | | | | | |
| 2. | | | | | |
| 3. | | | | | |
| + - Measures for the Grant | | | | | |
| 1. | | | | | |
| | Outcome Impact Description | Host Bystander Intervention Conference for 100 high school athletes | | | |
| 2. | | | | | |
| | Outcome Impact Description | | | | |
| 3. | | | | | |
| | Outcome Impact Description | | | | |

PBO Recommendation:

The Travis County Sheriff's Office is requesting approval of an application to Office of the Governor, Criminal Justice Division to receive resources for the office to host a one-day conference for 100 high school athletes in order to broaden the participants' knowledge and understanding of how their actions or inactions can impact others with the goal of reducing gender violence. The grant does not require a grant match.

The Planning and Budget Office recommends approval of the application for this pilot program.

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

Over the past seven years, the Travis County Sheriff's Office has developed numerous internal and external collaborations to bring awareness to domestic violence and teen dating violence. With this latest endeavor, TCSO will host a Bystander Intervention Conference to educate youth on bystander intervention strategies and effects to reduce gender violence. TCSO wants to provide a collaborative opportunity for high school Central Texas athletes to join together and discover the positive impact they will have when intervening during adverse situations.

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

None.

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 matching funding is required.

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

N/A

5. County Commitment to the Program Upon 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.

N/A

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

The topics and information being provided through this conference will complement existing efforts to broaden awareness of gender-based violence.

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.

TCSO actively works with the community to prevent crime. By educating the public and strengthening partnerships, we seek to increase overall safety within our communities. This conference will provide an opportunity for area high school athletes to join together to become strong positive role models and will introduce attendees to tools and resources that will assist them in making appropriate interventions that will contribute to a safer campus environment.



JAMES N. SYLVESTER
Chief Deputy

GREG HAMILTON
TRAVIS COUNTY SHERIFF

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

PHYLLIS CLAIR
Major - Law Enforcement

DARREN LONG
Major - Corrections

MARK SAWA
Major - Administration & Support

January 14, 2014

MEMORANDUM

To: The Travis County Commissioners Court
From: Karen Maxwell, Senior Planner *KM*
Subject: Grant Application- Bystander Intervention Conference
Office of the Governor, Criminal Justice Division

Attached is a grant application to the Office of the Governor, Criminal Justice Division, requesting grant funding to support a Bystander Intervention conference. This application seeks state funds in the amount of \$37,450 to cover allowable expenses arising from hosting this conference, planned for August 5, 2014. There is no required match for this grant. Given that the target population in this conference is Central Texas high school athletes, our proposal provides for full funding from the grant, with no expenses charged to the participants.

The project proposes a one day conference for 100 high school athletes to broaden the participants' knowledge and understanding of how their actions or inactions can impact others. Additionally, a pilot program on gender violence prevention will be conducted within the framework of a sports psychology/performance coaching model for a participating team throughout their sports season to further enhance the bystander intervention teachings and to provide follow-up and results analysis from this project.

A recent study revealed nearly one in 10 youth reported some type of sexual violence perpetration in their lifetime. This study found that coercive tactics were used more commonly than threats or physical force, and one in seven of these perpetrators of sexual violence felt "not at all responsible for what happened."¹ The proportion of young people who perpetrate sexual abuse against their peers and the high rate of those who do not feel responsible for those actions, support the need for bystander intervention training for our area youth.

We are requesting the Commissioners Court approve submission of this grant application. If you have questions, please don't hesitate to contact me at 854-7508.

Cc: Matt Naper County Auditor's Office
Jim Connolly, County Attorney's Office
Travis Gatlin, PBO
Kelly Page, TCSO Community Outreach

¹ Ybarra ML, Mitchell KJ "Prevalence rates of male and female sexual violence perpetrators in a national sample of adolescents." *JAMA Pediatr* 2013; DOI: 10.1001/jamapediatrics.2013.2629.

Agency Name: Travis County

Grant/App: 2756901 **Start Date:** 10/1/2013

End Date: 12/31/2014

Project Title: Bystander Intervention Conference

Status: Application Pending Submission

Eligibility Information

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

Application Eligibility Certify: Created on:12/17/2013 12:42:42 PM By:Heather Morgan

Profile Information

Applicant Agency Name: Travis County

Project Title: Bystander Intervention Conference

Division or Unit to Administer the Project: Travis County Sheriff's Office

Address Line 1: PO Box 1748

City/State/Zip: Austin Texas 78767-1748

Start Date: 10/1/2013

End Date: 12/31/2014

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

Headquarter County: Travis

Counties within Project's Impact Area:

Grant Officials:

Authorized Official

User Name: Samuel Biscoe

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

Address 1: Post Office Box 1748

City: Austin, Texas 78767

Phone: 512-854-9555 Other Phone:

Fax: 512-854-9535

Title: The Honorable

Salutation: Judge

Project Director

User Name: Karen Maxwell

Email: karen.maxwell@co.travis.tx.us

Address 1: PO Box 1748

City: Austin, Texas 78767

Phone: 512-854-7508 Other Phone:

Fax: 512-854-9772

Financial Official

User Name: Nicki Riley

Email: nicki.riley@co.travis.tx.us

Address 1: 700 Lavaca Street Suite 1200

City: Austin, Texas 78701

Phone: 512-854-9125 Other Phone:

Grant Writer

User Name: Karen Maxwell

Email: karen.maxwell@co.travis.tx.us

Address 1: PO Box 1748

City: Austin, Texas 78767

Phone: 512-854-7508 Other Phone:

Fax: 512-854-9772

Grant Vendor Information

Organization Type: County

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

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

Data Universal Numbering System (DUNS): 030908842

Narrative Information

Primary Mission and Purpose

The State Criminal Justice Planning (421) Fund supports programs designed to reduce crime and improve the criminal or juvenile justice system.

Funding Levels

The anticipated funding levels for these programs are as follows:

- Minimum Award - \$10,000
- Minimum Award for Criminal History Reporting projects - \$5,000
- Maximum Award - None
- Match Required - None

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

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

Program Requirements

Program Income

Applicant agrees to comply with all federal and state rules and regulations for program income and agrees to report all program income that is generated as a result of the project's activities. Applicant agrees to report program income to CJD through a formal grant adjustment and to secure CJD approval prior to use of the program income. Applicant agrees to use program income for allowable costs and agrees to expend program income immediately after CJD's approval of a grant adjustment and prior to requesting reimbursement of CJD funds.

Deduction Method - Program income shall be deducted from total allowable costs to determine the net allowable costs. Program income shall be used for current costs unless CJD authorizes otherwise. Program income which the grantee did not anticipate at the time of the award shall be used to reduce the CJD award and grantee match rather than to increase the funds committed to the project.

Asset Seizures and Forfeitures - Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (e.g., law enforcement entity).

Criminal History Reporting

Entities receiving funds from CJD must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the *Texas Code of Criminal Procedure, Chapter 60*. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Juvenile Justice Program Requirements

Preferences

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

Juvenile Justice Board Priorities

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

Diversion - Programs to divert at-risk juveniles from entering the juvenile justice system. At-risk juveniles are those having had documented discipline problems in the school system or contact with law enforcement or juvenile probation.

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

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

If your program incorporates academically researched, peer reviewed, or evidence based practices, please provide any information that supports the program's approach:

Programs providing mental health services are strongly encouraged to utilize a multidisciplinary team to assist with planning and implementation of the program.

If your program is utilizing a multidisciplinary team, please provide the name and discipline(s) of each team member:

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

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

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

Sustainability

Over the course of the past few years, funding for juvenile programs has experienced a substantial decline. For example, federal awards to Texas under the Juvenile Justice and Delinquency Prevention Act have decreased by 66% since 2010. CJD encourages applicants to consider alternative methods of sustaining grant funded services should future funding become unavailable.

Civil Rights Liaison

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

Enter the Name of the Civil Rights Liaison: Human Resources Manager Kim Austin-Smith
Enter the Address for the Civil Rights Liaison: 700 Lavaca St., Suite 420 Austin, TX 78701
Enter the Phone Number for the Civil Rights Liaison [(999) 999-9999 x9999]: (512) 854-9165

Certification

Each applicant agency will certify to the specific criteria detailed above under **Program Requirements for Juvenile Justice, Victim Assistance, Criminal Justice**, and (if applicable) **Drug Court Program Requirements** to be eligible for funding under the State Criminal Justice (421) Fund Program Solicitations.

X I certify to all of the above eligibility requirements.

Problem Statement:

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

Dating violence remains a prevalent problem for youth. Some of the most challenging situations happen in social contexts, and due to the concept of "diffusion of responsibility" people tend to react less to an emergency if they are in a group situation than if they are alone. Choices for intervention are often complex and influenced by many variables, and because crisis situations are unusual, individuals who face a decision whether or not to intervene are not trained or prepared on what to do. All this, combined with the rarity of youthful sexual violence perpetrators assuming responsibility for their actions, supports the need for bystander training and intervention among youth. [Darley, J. M., & Latane, B. (1968). Bystander intervention in emergencies: Diffusion of responsibility. Journal of Personality and Social Psychology, 8, 377-383.]

Supporting Data:

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

Enter your supporting data:

A recent study revealed nearly one in 10 youth reported some type of sexual violence perpetration in their lifetime. Coercive tactics were used more commonly than threats or physical force, and one in seven of these perpetrators of sexual violence felt "not at all responsible for what happened." [Ybarra ML, Mitchell KJ "Prevalence rates of male and female sexual violence perpetrators in a national sample of adolescents" JAMA Pediatrics 2013; DOI: 10.1001/jamapediatrics.2013.2629.]

In a Step Up pilot survey conducted at the Universities of Arizona, Virginia, and California Ragsdale, the vast majority of the student athletes surveyed felt they need to set an example in their own behavior, and 66.5% felt it is their responsibility to intervene when they notice a problem. Many felt they had some skills to intervene and in some cases reported doing so, especially when someone has had too much to drink; however, more than three-quarters of those surveyed also expressed interest in learning new skills for intervening in these situations.

Community Plan:

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

Enter your community planning needs:

During the planning process for the 2012-2015 Travis County Community Plan, community partners identified needs in the area of Juvenile Justice for prevention and intervention in juvenile offending and victimization. Furthermore, within the identified area of Education, this project will support the identified goal to improve the safety of students, faculty and staff by enhancing collaboration between criminal justice agencies and school personnel to ensure public safety on school campuses, in the areas surrounding schools and in student neighborhoods. Additionally, providing increased contact between these collaborators will promote long-term cooperation, provide platforms for information sharing and create a climate that promotes learning.

Goal Statement:

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

Enter a description for the overall goals and objectives:

This project seeks to provide a collaborative opportunity for Central Texas high school athletes to join together and discover the positive impact they have when intervening during adverse situations. A one-day conference on bystander intervention will broaden the participants' knowledge and understanding of how their actions or inactions can impact others. Additionally, a pilot program on gender violence prevention will be conducted within the framework of a sports psychology/performance coaching model for a participating team throughout their sports season to further enhance the bystander intervention teachings and to provide follow-up and results analysis from this project.

Cooperative Working Agreement (CWA):

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

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

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

Enter your cooperating working agreement(s):

Continuation Projects:

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

Enter your current grant's progress:

Project Summary:

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

public information request.

Enter your summary statement for this project:

Bystander intervention complements prevention efforts and risk reduction strategies, and has the potential to reduce a range of social problems, including gender-based and sexual violence among youth. Educating and engaging athletes in bystander intervention strategies will further enhance these efforts due to the strong influence athletes have among peers and their community.

Project Activities Information

Reserved

This section left intentionally blank.

Selected Project Activities:

| ACTIVITY | PERCENTAGE: | DESCRIPTION |
|-------------------------------------|-------------|--|
| School Based Delinquency Prevention | 100.00 | Conduct a one-day conference to educate and engage 100 high school athletes in bystander intervention strategies to reduce gender-based and sexual violence among youth. |

Geographic Area:

Travis County, Texas

Target Audience:

Primary audience, High School Athletes; secondary audience, associated coaches and instructors.

Gender:

Primarily males, but female athletes may participate

Ages:

Youth, ages 14-18

Special Characteristics:

Measures Information

Progress Reporting Requirements

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

Objective Output Measures

| OUTPUT MEASURE | CURRENT DATA | TARGET LEVEL |
|---------------------------------|--------------|--------------|
| Number of program youth served. | 0 | 100 |

Custom Objective Output Measures

| CUSTOM OUTPUT MEASURE | CURRENT DATA | TARGET LEVEL |
|-----------------------|--------------|--------------|
|-----------------------|--------------|--------------|

Objective Outcome Measures

| OUTCOME MEASURE | CURRENT DATA | TARGET LEVEL |
|---|--------------|--------------|
| Number of program youth completing program requirements. | 0 | 0 |
| Number of program youth exhibiting a decrease in substance use. | 0 | 0 |
| Number of program youth exhibiting an improvement in GPA. | 0 | 0 |
| Number of program youth exhibiting an improvement in school attendance. | 0 | 0 |

| | | |
|---|---|---|
| Number of program youth exhibiting an improvement in social competencies. | 0 | 0 |
| Number of program youth suspended from school. | 0 | 0 |
| Number of program youth who offend or reoffend. | 0 | 0 |
| Percent change in school-related discipline incidents. | 0 | 0 |

Custom Objective Outcome Measures

| CUSTOM OUTCOME MEASURE | CURRENT DATA | TARGET LEVEL |
|------------------------|--------------|--------------|
|------------------------|--------------|--------------|

Certification and Assurances

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

Resolution from Governing Body

Applications from local units of governments and other political subdivisions must include a [resolution](#) that contains the following:

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

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

Contract Compliance

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

Select the Appropriate Response:

Yes No

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

Enter a description for monitoring contract compliance:

The Program Coordinator monitors contract compliance with the vendors used for professional services. This includes conducting site visits, maintaining contact with the vendors to monitor client services and progress, authorizing payments consistent with the contract documents, exercising remedies as appropriate where a contractor's performance is deficient, resolving disputes in a timely manner, and maintaining appropriate records. The Program Coordinator ensures that the contract requirements are satisfied, that the services are delivered in a timely manner, and that the financial interests of the County and the granting agency are protected.

Lobbying

For applicant agencies requesting grant funds in excess of \$100,000, have any federally appropriated funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

Note: Pursuant to Texas Government Code §556.005, a political subdivision or private entity

that receives state funds may not use the funds to pay a person required to register as a lobbyist or for lobbying expenses. A political subdivision or private entity that violates this provision is not eligible to receive additional state funds.

Select the Appropriate Response:

Yes No N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, loan, or cooperative agreement?

Select the Appropriate Response

Yes No N/A

Fiscal Year

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

Enter the Begin Date [mm/dd/yyyy]: 10/1/2013
Enter the End Date [mm/dd/yyyy]: 9/30/2014

Sources of Financial Support

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

Enter the amount (\$) of Federal Grant Funds: 11886603
Enter the amount (\$) of State Grant Funds: 3306595

Single Audit

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

Select the Appropriate Response:

Yes No

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

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

Enter the date of your last annual single audit: 9/30/2012

Equal Employment Opportunity Plan (EEOP)

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

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

Requirements for a Type I Entity:

- The applicant is not required to prepare an EEOP because it is a Type I Entity as defined above, pursuant to 28 CFR 42.302; and

- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

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

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

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

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

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

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

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

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

Select the appropriate response:

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

Debarment

Each applicant agency will certify that it and its principals (as defined in 2 CFR Part 180.995):

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

Select the appropriate response:

- I Certify
- Unable to Certify

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

Enter the debarment justification:

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

| CATEGORY | SUB CATEGORY | DESCRIPTION | CJD | CASH MATCH | IN-KIND MATCH | GPI | TOTAL | UNIT/% |
|--|--|---|-------------|------------|---------------|--------|-------------|--------|
| Supplies and Direct Operating Expenses | Costs for Space (lease or rental) | Conference Space is estimated at \$10,850. (This estimate includes main ballroom for keynotes, 2 stage sections, 4 breakout rooms, audio/visual services, and a meeting package price of \$70 per person that includes buffet lunch with snacks for attendees.) Pricing includes all fees. Floor Plan and square footage has been uploaded for reference. | \$10,850.00 | \$0.00 | \$0.00 | \$0.00 | \$10,850.00 | 0 |
| Supplies and Direct Operating Expenses | Presentation and/or Training Supplies | Conference Materials (includes conference workbooks for each participant - estimated at \$7250; writing materials including tablets/pens for each participant - estimated at \$350; mesh draw string bag to contain conference materials - estimated at \$375; flash drive containing electronic conference material - estimated at \$550) | \$2,000.00 | \$0.00 | \$0.00 | \$0.00 | \$2,000.00 | 0 |
| Contractual and Professional Services | Professional, Presentation, and/or Training Services | Opening Keynote Speaker (includes speaker presentation fee estimated at \$3,500; and speaker's travel expenses estimated at \$500 assuming in-state travel) | \$4,000.00 | \$0.00 | \$0.00 | \$0.00 | \$4,000.00 | 0 |
| Contractual and Professional Services | Professional, Presentation, and/or Training Services | Closing Keynote Speaker (includes speaker presentation fee estimated at \$7,000; and speaker's travel expenses estimated at \$1,100 anticipating out of state travel) | \$8,100.00 | \$0.00 | \$0.00 | \$0.00 | \$8,100.00 | 0 |
| Contractual and Professional Services | Professional, Presentation, and/or Training Services | Facilitators for Breakout Sessions (includes 4 facilitators to administer breakout sessions of not more than 25 participants per group). Fees are estimated at \$3,500 for facilitation; and \$3,200 for travel expenses for the 4 facilitators (estimated at \$800/per facilitator). | \$6,700.00 | \$0.00 | \$0.00 | \$0.00 | \$6,700.00 | 0 |

| | | | | | | | | |
|---------------------------------------|--|--|------------|--------|--------|--------|------------|---|
| Contractual and Professional Services | Professional, Presentation, and/or Training Services | Luncheon Keynote Speaker fee (estimates for in-state travel expenses at \$800) | \$800.00 | \$0.00 | \$0.00 | \$0.00 | \$800.00 | 0 |
| Contractual and Professional Services | Professional, Presentation, and/or Training Services | Sports Psychologist will assist with conference planning, pre- and post-conference surveys for all attendees, implementation of a pilot program working closely with an athletic team throughout their sports season to focus on these athletes as empowered bystanders while engaging them with tools, techniques and strategies to address their needs and goals on the playing field. | \$5,000.00 | \$0.00 | \$0.00 | \$0.00 | \$5,000.00 | 0 |

Source of Match Information

Detail Source of Match/GPI:

| DESCRIPTION | MATCH TYPE | AMOUNT |
|-------------|------------|--------|
|-------------|------------|--------|

Summary Source of Match/GPI:

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

Budget Summary Information

Budget Summary Information by Budget Category:

| CATEGORY | CJD | CASH MATCH | IN-KIND MATCH | GPI | TOTAL |
|--|-------------|------------|---------------|--------|-------------|
| Contractual and Professional Services | \$24,600.00 | \$0.00 | \$0.00 | \$0.00 | \$24,600.00 |
| Supplies and Direct Operating Expenses | \$12,850.00 | \$0.00 | \$0.00 | \$0.00 | \$12,850.00 |

Budget Grand Total Information:

| CJD | CASH MATCH | IN-KIND MATCH | GPI | TOTAL |
|-------------|------------|---------------|--------|-------------|
| \$37,450.00 | \$0.00 | \$0.00 | \$0.00 | \$37,450.00 |

**THE STATE OF TEXAS
COUNTY OF TRAVIS**

RESOLUTION

WHEREAS, the Travis County Commissioners' Court finds that it is in the best interest of the citizens of Travis County to seek additional resources in the form a grant from the Criminal Justice Division of the Office of the Governor to assist in funding a project titled the Bystander Intervention Conference; and

WHEREAS, the Travis County Commissioners' Court has agreed to provide the minimum matching percentage for said project as required by the CJD grant application; and

WHEREAS, the Travis County Commissioners' Court has agreed that in the event of loss or misuse of the Criminal Justice Division funds, the Travis County Commissioners' Court assures that the funds will be returned to the Criminal Justice Division in full; and

WHEREAS, the Travis County Commissioners' Court designates the County Judge of Travis County as the authorized official with the power to apply for, accept, reject, alter or terminate said grant; and

NOW, THEREFORE, BE IT RESOLVED, that the Travis County Commissioners' Court approves submission of the grant application for the Travis County Sheriff's Office Bystander Intervention project to the Office of the Governor, Criminal Justice Division.

RESOLVED this the ____ day of _____, 2014.

By: _____
Samuel T. Biscoe
Travis County Judge

Date: _____



TRAVIS COUNTY FY 14 GRANT SUMMARY SHEET

Contract #:

SAP #:

| | | |
|------------------------------|---|---|
| Check One: | Application Approval: <input checked="" type="checkbox"/> | Permission to Continue: <input type="checkbox"/> |
| | Contract Approval: <input type="checkbox"/> | Status Report: <input type="checkbox"/> |
| Check One: | Original: <input checked="" type="checkbox"/> | Amendment: <input type="checkbox"/> |
| Check One: | New Grant: <input type="checkbox"/> | Continuation Grant: <input checked="" type="checkbox"/> |
| Department/Division: | Juvenile Probation | |
| Contact Person/Title: | Maya Duff/Grant Coordinator | |
| Phone Number: | 512-854-7046 | |

| | | | |
|---|--|---|---------------------------------|
| Grant Title: | Juvenile Accountability Block Grant (JABG) Local Assessment Center | | |
| Grant Period: | From: <input style="width: 150px;" type="text" value="Sep 1, 2014"/> | To: <input style="width: 150px;" type="text" value="Aug 31, 2015"/> | |
| Fund Source: | Federal: <input checked="" type="checkbox"/> | State: <input type="checkbox"/> | Local: <input type="checkbox"/> |
| Grantor: | Office of the Governor, Criminal Justice Division | | |
| Will County provide grant funds to a sub-recipient? | Yes: <input type="checkbox"/> | No: <input checked="" type="checkbox"/> | |
| Are the grant funds pass-through from another agency? If yes, list originating agency below. | Yes: <input checked="" type="checkbox"/> | No: <input type="checkbox"/> | |
| Originating Grantor: | United States Department of Justice | | |

| Budget Categories | Grant Funds | County Cost Share | Budgeted County Contribution #595010 (Cash Match) | In-Kind | TOTAL |
|--------------------|---------------------|--------------------|---|----------------|---------------------|
| Personnel: | \$ 36,264.00 | \$ 5,323.00 | \$ 0.00 | \$ 0.00 | \$ 41,587.00 |
| Operating: | \$ 10,700.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 10,700.00 |
| Capital Equipment: | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| Indirect Costs: | \$ 939.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 939.00 |
| Totals: | \$ 47,903.00 | \$ 5,323.00 | \$ 0.00 | \$ 0.00 | \$ 53,226.00 |
| FTEs: | 0.50 | 0.09 | 0.00 | 0.00 | 0.59 |

| Permission to Continue Information | | | | | |
|------------------------------------|----------------|----------------|-----------------|------------|---------------------|
| Funding Source (Cost Center) | Personnel Cost | Operating Cost | Estimated Total | Filled FTE | PTC Expiration Date |
| | \$ 0.00 | \$ 0.00 | \$ 0.00 | 0.00 | |

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

| Performance Measures | | | | | |
|----------------------|--|---|-------------------------|----------------------------|----------------------------|
| # | Measure | Actual FY 12 Measure | Actual FY 13 Measure | Projected FY 14 Measure | Projected FY 15 Measure |
| + - | Applicable Departmental Measures | | | | |
| 1. | Total number of youth receiving mental health and/or substance abuse screening | 2117 | 2021 | 2290 | 2062 |
| 2. | Number (percentage) of youth identified as requiring more extensive assessment | 782 (37%) | 779 (39%) | 836 (37%) | 784 (38%) |
| 3. | Number (percentage) of youth who receive more extensive assessment based on need | 662 (85%) | 477 (61%) | 694 (83%) | 478 (61%) |
| + - | Measures for the Grant | | | | |
| 1. | Graduated Sanctions | 2117 | 2021 | 2290 | 2062 |
| | Outcome Impact Description | Number of eligible youth served using Graduated Sanctions approaches | | | |
| 2. | Successful Completion | 2117 | 2021 | 2290 | 2062 |
| | Outcome Impact Description | Number of program youth completing program requirements | | | |
| 3. | Full Assessments Given | 2117 | 2117 | 2290 | 2062 |
| | Outcome Impact Description | Number of program youth fully assessed using risk and needs assessments | | | |
| 4. | Recidivism | 419 | 443 | 412 | 433 |
| | Outcome Impact Description | Number of youth who reoffend | | | |
| 5. | Services Received | 662 | 477 | 694 | 478 |
| | Outcome Impact Description | Number of times services identified through youth assessment that are actually received by the assessed youth | | | |
| 6. | Detentions Alternatives | 1627 | 1376 | 1762 | 1402 |
| | Outcome Impact Description | Number of cases that result in alternatives to detention | | | |

PBO Recommendation:

The Juvenile Probation Department is requesting Commissioners Court approval of the annual application to the Office of the Governor, Criminal Justice Division for the existing Juvenile Assessment Center Grant Program. The program provides juveniles with screenings at the front end of the referral process to the department so they can be directed to the appropriate services at Travis County Juvenile Probation Department in a timely manner.

This is the continuation of an existing grant that was first approved in FY 99. The required grant match will be met through the salary of a part-time Chemical Dependency Counselor in the department's existing budget. No additional resources are needed. In addition, the grant does not require the service level be continued after termination of the grant cycle.

PBO recommends approval of this application 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 JABG program's purpose is to develop programs that promote greater accountability in the Juvenile Justice System. Screening and assessing youth at the front end of the referral process to Travis County Juvenile Probation (TCJPD) ensures proper service delivery and case management for youth with substance abuse issues, mental health disorders, and/or developmental delays. Proper screening and further assessments when indicated affords juveniles a greater opportunity to change their life-course when given proper support at onset of the activity in the juvenile justice system. The goal of the program is to screen and assess all youth who are referred to TCJPD in a timely fashion and direct them to appropriate services that may be needed to reduce substance abuse, address mental health issues, and /or address developmental delays in order to divert them from a path of serious, violent and chronic delinquency. Based on an annual calculation of juvenile crime data in Travis County, the Juvenile Probation Department is eligible to apply for \$47,903 in this grant.

This grant will support a .5 FTE Chemical Dependency Counselor, psychiatric/psychological evaluations, mental health and substance abuse assessments, educational assessments, and counseling.

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

N/A; there are no long term County funding requirements.

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

The Juvenile Accountability Block Grant program requires a grantee match of at least 10%, which is calculated on the total project costs, not on the amount requested from CJD. This is being provided by 8.6% of an existing Chemical Dependency Counselor's salary and fringe benefits.

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

A 2% indirect cost rate has been calculated.

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.

The Department intends to request subsequent year continuation funding for the Juvenile Assessment Center through proposals submitted to the Federal and State government, as well as private foundations. As previously presented to the Court, the County will have the opportunity to consider investment in the assessment center as well as other areas of Substance Abuse Services only after all other sources of funding have been exhausted.

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

N/A

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

The Juvenile Assessment Center will continue to improve systems of screenings and assessments which result in more appropriate treatment placement.



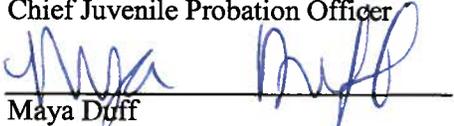
TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

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: Grant Application to the Office of the Governor for Juvenile Accountability Block Grant (JABG) Local Assessment Center

DATE: January 14, 2014

Attached is Travis County Juvenile Probation Department's continuation grant application to the Office of the Governor, Criminal Justice Division for funding to supplement the Department's Juvenile Assessment Center. The match of \$5,323 is required and represents 10% of the total project cost. It will cover the 8.6% of the salary/fringe benefits for a licensed counselor/therapist. Based on an annual calculation of juvenile crime data in Travis County, the Juvenile Probation Department is eligible to apply for \$47,903 from the Office of the Governor.

The goal of the Juvenile Assessment Center is to provide juveniles with an initial screening with the Massachusetts Youth Screening Instrument – Second Version (MAYSI-2) and Substance Use Survey (SUS) Screening Inventory. This secured funding will support the cost of mental health assessment services and a licensed counselor/therapist.

Please review this item and place it on the **January 28th** Commissioner's Court agenda for their consideration and action. Please contact Maya Duff at 4-7046 for further information.

Thank you in advance for your attention to this request.

CC: Jim Connolly
Rhett Perry
Dr. Erin Foley
Dr. Daniel Hoard
Sylvia Mendoza
Israel Ramirez
Lisa Eichelberger
Grant File

RESOLUTION

WHEREAS, the Commissioners of Travis County find it in the best interest of the citizens of Travis County that the Juvenile Assessment Center be operated; and

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

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

WHEREAS, County Commissioners of Travis County designate the County Judge as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the applicant agency.

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

Signed by: _____

Travis County Judge

Passed and Approved this 28th of January, 2014

Grant Application Number: 1339116

Created 01-23-14 at 4:13 pm

[Print This Page](#)

Agency Name: Travis County
Grant/App: 1339116 **Start Date:** 9/1/2014 **End Date:** 8/31/2015

Project Title: JABG Local Juvenile Assessment Center
Status: Application Pending Submission

Eligibility Information

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

Application Eligibility Certify:

Created on:12/18/2013 9:26:07 AM By:Maya Duff

Profile Information

Applicant Agency Name: Travis County
Project Title: JABG Local Juvenile Assessment Center
Division or Unit to Administer the Project: Juvenile Probation Department
Address Line 1: 2515 South Congress Avenue
Address Line 2:
City/State/Zip: Austin Texas 78704-5513
Start Date: 9/1/2014
End Date: 8/31/2015

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

Grant Officials:

Authorized Official

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

Project Director

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

Financial Official

User Name: Nicki Riley
Email: nicki.riley@co.travis.tx.us
Address 1: 700 Lavaca Street Suite 1200
Address 1:
City: Austin, Texas 78701
Phone: 512-854-9125 Other Phone:
Fax:
Title: Ms.
Salutation: Ms.

Grant Writer

User Name: Maya Duff
Email: maya.duff@co.travis.tx.us
Address 1: 2515 South Congress Ave.
Address 1:
City: Austin, Texas 78704
Phone: 512-854-7046 Other Phone:

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Fax: 512-854-7093**Title:** Ms.**Salutation:** Ms.**Grant Vendor Information****Organization Type:** County**Organization Option:** applying to provide juvenile prevention and / or intervention services**Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID):**
17460001922000**Data Universal Numbering System (DUNS):** 030908842**Narrative Information****Primary Mission and Purpose**

The Juvenile Accountability Block Grant (JABG) Program's purpose is to develop programs that promote greater accountability in the juvenile justice system.

Funding Levels

The anticipated funding levels for the Juvenile Accountability Block Grant (JABG) program are as follows:

- Minimum Award - \$5,000
- Maximum Award - None
- The Juvenile Accountability Block Grant program requires a grantee match of at least 10%, which is calculated on the total project costs, not on the amount requested from CJD. The match requirement may be met through cash contributions only.

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

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

Local Advisory Board

Each unit of local government is required to establish an advisory board consisting of individuals representing police departments, sheriffs' offices, prosecutors, probation officers, juvenile courts, schools, businesses, and faith-based, fraternal, nonprofit, or social service organizations involved in juvenile crime and delinquency. The local advisory board is responsible for the development of a coordinated enforcement plan for the use of grant funds based on an analysis of the local juvenile justice system. The analysis determines the most effective use of grant funds within the sixteen program purpose areas that apply to those grant funds. The plan serves as the project narrative and summary and should follow the general format of a project narrative and summary as outlined in this solicitation. In the space provided, enter the number of individuals representing each of the groups listed below.

Note: Although the **Local Advisory Board** section is not applicable to discretionary applicants, you must enter a numeric value in each box. Discretionary applicants should enter a zero ('0') in the boxes below.

Enter the number of advisory group members representing **Police Departments**:

1

Enter the number of advisory group members representing **Sheriff Offices**:

1

Enter the number of advisory group members representing **Prosecutors**:

1

Enter the number of advisory group members representing **Juvenile Courts**:

0

Enter the number of advisory group members representing **Schools**:

1

Enter the number of advisory group members representing **Businesses**:

0

Enter the number of advisory group members representing **Social Service Agencies** (e.g., faith-based, fraternal, non-profit, etc.):

1

Created 01-23-14 at 4:13 pm

Local Advisory Board Resolution

A Local Advisory Board Resolution form has been signed by members of the local juvenile justice advisory board and is on file with the application agency.

Note: The **Local Advisory Board Resolution** section is not applicable to discretionary applicants.

Waiver of Funds

Any entity receiving a local allocation may waive the ability to apply for funds and choose instead to waive the allocation to a larger or neighboring city, county or Native American tribe that will still benefit the waiving area's jurisdiction. The applicant agency is responsible for obtaining a completed JABG Waiver of Funds Form from each agency that chooses to waive its allocation to the applicant. CJD will not award any additional waived funds to the applicant organization until a completed JABG Waiver of Funds Form is signed and fax to CJD at (512) 475-2440 by the application submission deadline. The JABG Waiver of Funds Form is available [here](#) or can be downloaded from CJD's website at <https://egrants.governor.state.tx.us/updates.aspx>. In the space provided below, enter the name of the agency waiving funds, amount of funds waived, and the name of the waiving agency's authorized official.

Note: Although the **Waiver of Funds** section is not applicable to discretionary applicants, you must select a value in the box. Discretionary applicants should select not applicable ('N/A') in the box below.

Does this application include funds waived from another jurisdiction?

Select the appropriate response:

- Yes
 No
 N/A

If you selected **Yes** above, enter the name of the waiving agency and amount of waived funds (e.g., Anywhere County - \$25,000). If multiple jurisdictions are waiving funds to your agency, include the names and amounts for each agency.

Enter the name(s) and amount(s) for waived funds:

Drug Court Program Requirements**Juvenile Drug Courts: Strategies in Practice**

Describe in detail how your program meets each of the following sixteen (16) strategies recommended by the National Council of Juvenile and Family Court Judges as a model for juvenile drug court programs:

Clearly Defined Target Population and Eligibility Criteria – Define a target population and eligibility criteria that are aligned with the program's goals and objectives.

Not applicable.

Collaborative Planning – Engage all stakeholders in creating an interdisciplinary, coordinated, and systemic approach to working with youth and their families.

Not applicable.

Community Partnerships – Build partnerships with community organizations to expand the range of opportunities available to youth and their families.

Not applicable.

Comprehensive Treatment Planning – Tailor interventions to the complex and varied needs of youth and their families.

Not applicable.

Confidentiality – Establish a confidentiality policy and procedure that guard the privacy of the youth while allowing the drug court team to access key information.

Not applicable.

Cultural Competence – Create policies and procedures that are responsive to cultural differences and train personnel to be culturally competent.

Not applicable.

Developmentally Appropriate Services – Tailor treatment to the developmental needs of adolescents.

Not applicable.

Drug Testing – Design drug testing to be frequent, random, and observed. Document testing policies and procedures in writing.

Not applicable.

Educational Linkages – Coordinate with the school system to ensure that each participant enrolls in and attends an educational program that is appropriate to his or her needs.

Not applicable.

Family Engagement – Recognize and engage the family as a valued partner in all components of the program.

Not applicable.

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Focus on Strengths – Maintain a focus on the strengths of youth and their families during program planning and in every interaction between the court and those it serves.

Not applicable.

Gender Appropriate Services – Design treatment to address the unique needs of each gender.

Not applicable.

Goal Oriented Incentives and Sanctions – Respond to compliance and noncompliance with incentives and sanctions that are designed to reinforce or modify the behavior of youth and their families.

Not applicable.

Judicial Involvement and Supervision – Schedule frequent judicial reviews and be sensitive to the effect that court proceedings can have on youth and their families.

Not applicable.

Monitoring and Evaluation – Establish a system for program monitoring and evaluation to maintain quality of service, assess program impact, and contribute to knowledge in the field.

Not applicable.

Teamwork – Develop and maintain an interdisciplinary, nonadversarial work team.

Not applicable.

General Approaches

- Pre-adjudication - The defendant is diverted to the treatment program in lieu of prosecution before charges are filed or before final case.
- Post-adjudication - The drug offender begins the drug court program after entering a plea of guilty or nois contendere or having been found guilty, often as a condition of probation.
- Reentry - Offenders completing sentences of incarceration or lengthy terms of residential treatment are ordered into the treatment program to facilitate their transition and reintegration into society.
- Civil - Participants enter the drug court program in relation to suits affecting the parent-child relationship, child welfare / CPS cases, child support cases, or other civil matters.

Select the **general approach(es)** this drug court will follow below.

Select all that apply:

- Pre-adjudication
- Post-adjudication
- Reentry
- Civil
- N/A

Observation

The drug court team (judge, prosecutor, defense counsel, treatment provider, supervision officer, court coordinator, etc.) of a new program must observe at least one drug court staffing session and hearing, in Texas, prior to program implementation.

Policies and Procedures

The drug court will develop and maintain written policies and procedures for the operation of the program.

Information Sharing

The applicant will submit a copy of any project evaluations, evaluation plans, recidivism studies, or related reports that are completed during the grant period to CJD.

Jurisdiction

Provide the name of the court administering the Drug Court program (e.g., 999th Judicial District Court, Somewhere County Criminal Court, or City of Somewhere Municipal Court). If this has not been decided enter 'To Be Determined', or enter 'N/A' if this item does not apply.

Not applicable.

Drug Court Date

If the Drug Court has commenced operations, provide the date that this Drug Court was established.

Presiding Judge

The presiding judge of a drug court funded with Drug Court funds must be an active judge holding elective office or a master. Persons eligible for appointment may not be a former or retired judicial officer. Is the presiding judge of the drug court an active judge holding elective office or a master?

Select the appropriate response:

- Yes
- No
- N/A

Enter the name of the **Presiding Judge** for the Drug Court. If this has not been decided enter 'To Be Determined', or enter 'N/A' if this item does not apply.

Not applicable.

Drug Court Coordinator

Enter the name of the Drug Court Coordinator. If this has not been decided enter 'To Be Determined', or enter 'N/A' if this item does not apply. **Note:** *The Drug Court Coordinator usually monitors the operation of the Drug Court, supervises Drug Court staff, participates in Drug Court judicial staff meetings, prepares and oversees Drug Court contracts with service providers, maintains data on Drug Court operations, and communicates with legal staff, government officials, social service agencies, and the public regarding matters of the Drug Court.*

Not applicable.

Civil Rights Liaison

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

Enter the Name of the Civil Rights Liaison:

James Swift

Enter the Address for the Civil Rights Liaison:

Travis County Human Resources Management Department; 700 Lavaca St.; Suite 420; Austin, TX 78701

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

512-854-6044

Certification

Each applicant agency will certify to the specific criteria detailed above under **Program Requirements** to be eligible for funding under either the Juvenile Accountability Block Grant (JABG) Local or Discretionary Solicitations.

I certify to all of the above eligibility requirements.

Problem Statement:

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

Enter your problem statement:

In Travis County, juvenile offenders with unidentified challenges such as mental health issues, substance abuse, and developmental delays have lower success rates of compliance with societal rules in general and more stringent rules of probation in particular. If these challenges remain unidentified, these same youth return to Court as a result of non-compliance or subsequent offenses.

Supporting Data:

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

Enter your supporting data:

Juveniles referred to TCJPD receive assessments through the Juvenile Assessment Center (JAC) to screen for mental health and substance abuse issues prior to adjudication. By accurately assessing youth early in the process, juvenile offenders are directed to the most appropriate treatment services to receive the proper support needed in order to reduce the likelihood of re-offending. The JAC rapidly screens and assesses referred youth; increases efficiency, and reduces the number of supervision violations by identifying challenges at the front-end of the juvenile-justice process; and challenges underlying substance abuse, mental health, educational, and developmental obstacles. In FY 13, 22% (749/3471) of assessments conducted using the Massachusetts Youth Screening Instrument - Second Version (MAYSI-2) indicated a need for further mental health assessments. Furthermore, 28% (662/2410) who were assessed with the Substance Use Survey (SUS) indicated a need for further substance abuse screening. Additionally, those identified as needing substance abuse treatment had a higher recidivism rate (24%) than those in the general population who did not (16%).

Community Plan:

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

Enter your community planning needs:

The Travis County FY 2012-FY2015 Community Plan for the Coordination of Criminal Justice and Related Activities, section on Juvenile Justice, Priority C states that Travis County is in need of services and programming for youth with mental health/co-occurring disorders and substance abuse problems.

Goal Statement:

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

Enter a description for the overall goals and objectives:

The goal of this project is to identify challenges pertaining to substance abuse, mental health, and educational needs of youth referred to Travis County Juvenile Probation Department at the front-end of the juvenile-justice system, expedite linkage to identified services, and provide recommendations to the Court.

Cooperative Working Agreement (CWA):

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

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

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

Enter your cooperating working agreement(s):

Not applicable.

Continuation Projects:

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

Enter your current grant's progress:

Not applicable. Project is on schedule in accomplishing objectives.

Project Summary:

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

Enter your summary statement for this project:

Youth with unidentified special needs have a low success rate of compliance with their rules of probation. Often problems are identified after adjudication or disposition, many times resulting as an issue of non-compliance or even subsequent offenses. In State FY13 there were 3,967 referrals (representing 2,174 juveniles) to the Travis County Juvenile Probation Department for a criminal offense/violation of probation. Approximately 93 percent of juveniles referred to Travis County Juvenile Probation Department (TCJPD) receive an initial screening with the Massachusetts Youth Screening Instrument - Second Version (MAYSI-2) or Substance Use Survey (SUS) Screening Inventory. When indicated by either the MAYSI-2 or SUS, additional assessments such as a secondary screening by a qualified mental health professional, a Mental Health Assessment (MHA), the Comprehensive Assessment Severity Inventory (CASI), or a psychological evaluation is completed by a qualified credentialed mental health professional. Resulting assessments will then undergo a multi-disciplinary staffing that will identify the needed services and the need for any additional assessment. The recommendations include service type, service level, provider, and the initial appointment time. The goal of this project is to rapidly identify substance abuse, mental health, and educational needs of youth between the ages of 10 through 17 who are referred to the Travis County Juvenile Probation Department in order to expedite linkage to identified services and provide assessment identified recommendations to the Court. In meeting its objectives through this program in FY13, it was determined that 779 (39%) youth from the 2,174 screenings completed had either mental health or substance use identified. A comprehensive assessment was administered to 477 youth (57%).

Project Activities Information

Juvenile Justice Board Priorities

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

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

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

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

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

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

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

Select the Juvenile Justice Priority that best fits your project:

Diversion

Job Training

Professional Therapy and Counseling/Mental Health

School Based Delinquency Prevention

Substance Abuse

Training and Technology/Juvenile Justice System Improvement (for Statewide Projects Only)

Drug Courts

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Does your project have a Steering Committee that helps direct and enhance your court's operations?

- Yes
- No
- N/A

List the members of your drug court team and describe their role in supporting the participants.
Not applicable.

Provide the average caseload size for a full-time case manager/probation officer assigned to this project.
Not applicable.

Provide your project's policy on drug testing participants.
Not applicable.

Describe the process you will use to determine your project's effectiveness.
Not applicable.

Provide the total cost for operating your project during the previous fiscal year. (This should include all salaries, travel, counseling, treatment services, office supplies, etc.)
0

List the sources and amounts of non-CJD funding used to support this project during the previous fiscal year. (This may include local or state funds and any other charges to participants.)
Not applicable.

List the treatment resources used for this project (e.g., ATR, TAIP, in-house, etc.).
Not applicable.

Fees collected by your County in accordance with Chapter 102.0178, Code of Criminal Procedure, for offenses found in Chapter 49, Penal Code (DWI) and Chapter 481, Health and Safety Code (controlled substances):

Provide the total collected in the previous fiscal year by your county. (The party responsible for collecting court assessed fees in your county may be the treasurer, county clerk, or district clerk.)
0

Of the fees collected in your county, provide the amount that was directed to your project?
0

Describe how your project used those fees?
Not applicable.

Selected Project Activities:

| ACTIVITY | PERCENTAGE: | DESCRIPTION |
|---------------------------|-------------|--|
| Risk and Needs Assessment | 100.00 | Youth physically referred to the Travis County Juvenile Probation Department will be screened with the Massachusetts Youth Screening Instrument - Second Version (MAYSI-2) and the Substance Use Survey (SUS). When indicated by either the MAYSI-2 or SUS, additional assessments, including a secondary screening interview, a Mental Health Assessment (MHA), the Comprehensive Assessment Severity Inventory (CASI), or a psychological evaluation will be completed by a qualified credentialed mental health professional. The recommendations made by the assessment(s) will then undergo a multi-disciplinary staffing that will identify the needed services. |

Geographic Area:

The geographic area is Travis County, Texas

Target Audience:

All youth presented to the Travis County Juvenile Probation Department Intake Unit.

Gender:

Male and Female

Ages:

Youth between the ages of 10 through 17.

Special Characteristics:

Youth are screened and if indicated, the target group will receive a comprehensive assessment related to substance abuse or mental health problems.

Created 01-23-14 at 4:13 pm

Measures Information

Progress Reporting Requirements

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

Objective Output Measures

| OUTPUT MEASURE | CURRENT DATA | TARGET LEVEL |
|----------------|--------------|--------------|
|----------------|--------------|--------------|

Custom Objective Output Measures

| CUSTOM OUTPUT MEASURE | CURRENT DATA | TARGET LEVEL |
|-----------------------|--------------|--------------|
|-----------------------|--------------|--------------|

Objective Outcome Measures

| OUTCOME MEASURE | CURRENT DATA | TARGET LEVEL |
|--|--------------|--------------|
| Number of program youth completing program requirements. | 2021 | 2062 |
| Number of program youth fully assessed using risk and needs assessments. | 2021 | 2062 |
| Number of program youth to successfully complete the restorative justice requirements. | 0 | 0 |
| Number of program youth who reoffend. | 443 | 433 |

Custom Objective Outcome Measures

| CUSTOM OUTCOME MEASURE | CURRENT DATA | TARGET LEVEL |
|------------------------|--------------|--------------|
|------------------------|--------------|--------------|

Certification and Assurances

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

Resolution from Governing Body

Applications from local units of governments and other political subdivisions must include a resolution that contains the following:

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

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

Contract Compliance

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

Select the Appropriate Response:

- Yes
- No

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

Enter a description for monitoring contract compliance:

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

Lobbying

For applicant agencies requesting grant funds in excess of \$100,000, have any federally appropriated funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

Select the Appropriate Response:

- Yes
- No
- N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, loan, or cooperative agreement?

Select the Appropriate Response

- Yes
- No
- N/A

Fiscal Year

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

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

10/1/2013

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

9/30/2014

Sources of Financial Support

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

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

11886603

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

3306595

Single Audit

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

Select the Appropriate Response:

- Yes
- No

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

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

Enter the date of your last annual single audit:

9/30/2012

Equal Employment Opportunity Plan (EEOP)

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

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

Requirements for a Type I Entity:

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

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

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

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

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

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

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

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

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

Select the appropriate response:

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

Debarment

Each applicant agency will certify that it and its principals (as defined in 2 CFR Part 180.995):

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

Select the appropriate response:

- I Certify
- Unable to Certify

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

Enter the debarment justification:

FFATA Certification

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

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

- Yes
- No

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

- Yes
- No

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

Position 1 - Name:

Position 1 - Total Compensation (\$):

0

Position 2 - Name:

Position 2 - Total Compensation (\$):

0

Position 3 - Name:

Position 3 - Total Compensation (\$):

0

Position 4 - Name:

Position 4 - Total Compensation (\$):

0

Position 5 - Name:

Position 5 - Total Compensation (\$):

0

Fiscal Capability Information

Organizational Information

Enter the Year in which the Corporation was Founded:

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

Enter the Employer Identification Number Assigned by the IRS:

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

Accounting System

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

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

Select the appropriate response:

- Yes
- No

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

Select the appropriate response:

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- Yes
 No

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

Select the appropriate response:

- Yes
 No

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

Enter your explanation:

Financial Capability

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

Has the grant agency undergone an independent audit?

Select the appropriate response:

- Yes
 No

Does the organization prepare financial statements at least annually?

Select the appropriate response:

- Yes
 No

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

Select the appropriate response:

- Yes
 No

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

Enter your explanation:

Budgetary Controls

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

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

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

- Yes
 No

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

- Yes
 No

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

Enter your explanation:

Internal Controls

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

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

Select the appropriate response:

- Yes
 No

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

Select the appropriate response:

- Yes
 No

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

Enter your explanation:

Budget Details Information

Budget Information by Budget Line Item:

| CATEGORY | SUB CATEGORY | DESCRIPTION | CJD | CASH MATCH | IN-KIND MATCH | GPI | TOTAL | UNIT/% |
|--|--|--|-------------|------------|---------------|--------|-------------|--------|
| Indirect Costs | Approved Rate - 2% or Less | 2% Indirect Costs are requested for a total of \$939. | \$939.00 | \$0.00 | \$0.00 | \$0.00 | \$939.00 | 0 |
| Personnel | Counselor and/or Therapist (Icensed) | \$21,645 Is requested to support the salay of a part-time (50%) Chemical Dependency Counselor; \$14,619 Is requested to support fringe benefits, which include OASDI Contribution, Hospitalization, Life Insurance, Retirement, FICA Medicare, Workers Compensation, and Longevity. | \$36,264.00 | \$0.00 | \$0.00 | \$0.00 | \$36,264.00 | 50 |
| Personnel | Counselor and/or Therapist (Icensed) | \$5,323 Is being provided as a match by Travis County Juvenile Probation Department. These funds will support 8.6% of the salary and fringe benefits of a full-time Chemical Dependency Counselor. \$3,600 will be matched through salary and \$1,723 will be matched through fringe benefits. | \$0.00 | \$5,323.00 | \$0.00 | \$0.00 | \$5,323.00 | 9 |
| Supplies and Direct Operating Expenses | Printer, Fax, Scanner and/or Camera (Valued Under \$1,000) | Funds are requesting to purchase printing and scanning equipment for the Chemical Dependency Counselor. | \$1,000.00 | \$0.00 | \$0.00 | \$0.00 | \$1,000.00 | 0 |
| Contractual and Professional Services | Substance Abuse-Related Case Management, Counseling, Outpatient, and/or Treatment Services | \$8,000 Is requested to support psychiatric/psychological evaluations, mental health and substance abuse assessments, and counseling. | \$8,000.00 | \$0.00 | \$0.00 | \$0.00 | \$8,000.00 | 0 |
| Contractual and Professional Services | Substance Abuse-Related Case Management, Counseling, Outpatient, and/or Treatment Services | \$1,700 Is requested to provide psychiatric/psychological evaluations and educational assessments. | \$1,700.00 | \$0.00 | \$0.00 | \$0.00 | \$1,700.00 | 0 |

Source of Match Information

Detail Source of Match/GPI:

| DESCRIPTION | MATCH TYPE | AMOUNT |
|-------------|------------|--------|
|-------------|------------|--------|

Summary Source of Match/GPI:

| | | |
|--|--|--|
| | | |
|--|--|--|

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

Budget Summary Information

Budget Summary Information by Budget Category:

| CATEGORY | CJD | CASH MATCH | IN-KIND MATCH | GPI | TOTAL |
|--|-------------|------------|---------------|--------|-------------|
| Contractual and Professional Services | \$9,700.00 | \$0.00 | \$0.00 | \$0.00 | \$9,700.00 |
| Indirect Costs | \$939.00 | \$0.00 | \$0.00 | \$0.00 | \$939.00 |
| Personnel | \$36,264.00 | \$5,323.00 | \$0.00 | \$0.00 | \$41,587.00 |
| Supplies and Direct Operating Expenses | \$1,000.00 | \$0.00 | \$0.00 | \$0.00 | \$1,000.00 |

Budget Grand Total Information:

| CJD | CASH MATCH | IN-KIND MATCH | GPI | TOTAL |
|-------------|------------|---------------|--------|-------------|
| \$47,903.00 | \$5,323.00 | \$0.00 | \$0.00 | \$53,226.00 |

Condition Of Fundings Information

| Condition of Funding / Project Requirement | Date Created | Date Met | Hold Funds | Hold Line Item Funds |
|--|--------------|----------|------------|----------------------|
|--|--------------|----------|------------|----------------------|

You are logged in as **User Name:** MayaDuff



TRAVIS COUNTY FY 14 GRANT SUMMARY SHEET

Contract #:

SAP #:

| | | |
|------------------------------|---|---|
| Check One: | Application Approval: <input checked="" type="checkbox"/> | Permission to Continue: <input type="checkbox"/> |
| | Contract Approval: <input type="checkbox"/> | Status Report: <input type="checkbox"/> |
| Check One: | Original: <input type="checkbox"/> | Amendment: <input type="checkbox"/> |
| Check One: | New Grant: <input type="checkbox"/> | Continuation Grant: <input checked="" type="checkbox"/> |
| Department/Division: | Travis County Emergency Service | |
| Contact Person/Title: | Pete Baldwin/Emergency Management Coordinator | |
| Phone Number: | 512-974-0472 | |

| | | | |
|---|--|---------------------------------|---|
| Grant Title: | Emergency Management Performance Grant | | |
| Grant Period: | From: <input style="width: 100px;" type="text" value="Oct 1, 2013"/> | To: | <input style="width: 100px;" type="text" value="Sep 30, 2014"/> |
| Fund Source: | Federal: <input checked="" type="checkbox"/> | State: <input type="checkbox"/> | Local: <input type="checkbox"/> |
| Grantor: | FEMA/Texas Division of Emergency Management | | |
| Will County provide grant funds to a sub-recipient? | Yes: <input type="checkbox"/> | No: | <input checked="" type="checkbox"/> |
| Are the grant funds pass-through from another agency? If yes, list originating agency below. | Yes: <input type="checkbox"/> | No: | <input checked="" type="checkbox"/> |
| Originating Grantor: | FEMA/Texas Division of Emergency Management | | |

| Budget Categories | Grant Funds | County Cost Share | Budgeted County Contribution #595010 (Cash Match) | In-Kind | TOTAL |
|--------------------|---------------------|---------------------|---|----------------|----------------------|
| Personnel: | \$ 69,699.00 | \$ 69,699.00 | \$ 0.00 | \$ 0.00 | \$ 139,398.00 |
| Operating: | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| Capital Equipment: | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| Indirect Costs: | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| Totals: | \$ 69,699.00 | \$ 69,699.00 | \$ 0.00 | \$ 0.00 | \$ 139,398.00 |
| FTEs: | 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 |
| | \$ 0.00 | \$ 0.00 | \$ 0.00 | 0.00 | |

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

| Performance Measures | | | | | |
|--------------------------------------|--------------------------------------|-------------------------|----------------------------|----------------------------|----------------------------|
| # | Measure | Actual FY 12 Measure | Projected FY 13 Measure | Projected FY 14 Measure | Projected FY 15 Measure |
| + - Applicable Departmental Measures | | | | | |
| 1. | Assist Cities/Agencies with Planning | 30 | 30 | 35 | 35 |
| 2. | EM Training Provided/Taken | 12 | 12 | 15 | 15 |
| 3. | Drills/Activations | 8 | 8 | 10 | 10 |
| + - Measures for the Grant | | | | | |
| 1. | | | | | |
| Outcome Impact Description | | | | | |
| 2. | | | | | |
| Outcome Impact Description | | | | | |
| 3. | | | | | |
| Outcome Impact Description | | | | | |

PBO Recommendation:

Travis County has received this grant for several years to support the activities of the Office of Emergency Management. The grant reimburses part of the salary costs of the existing staff but the funds received are used to provide an operating budget for the program.

The match requirements for this grant are met through existing staff, no new match is required and there is no obligation to continue the grant if approved. PBO recommends approval.

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

The Emergency Management Performance Grant (EMPG) has been received by Travis County OEM for the past fifteen years. The purpose of the grant is to help pay for emergency management activities. The Travis County OEM has maintained State and Federal requirements to keep the program in compliance. The work plan that is associated with the EMPG incorporates what is being done at this time. The EMPG enhances the existing Travis County OEM program. In previous years Travis County OEM received the amounts between \$58,000 and \$78,000.

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

There are no long term funding requirements.

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

The EMPG is a 50-50 match that is reimbursed after expenditures. Travis County uses the budgeted salaries of the three OEM FTEs as the match.

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

The EMPG states "In order to be allowable, indirect costs must be covered by an approved cost allocation plan. Salaries and administrative expenses of performing audits and eligible costs that cross program lines for programs authorized by the Federal Civil Defense Act of 1950, as amended, but which are not covered by a cost allocation plan, may be charged under the EMPG Program as direct costs."

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.

The Travis County OEM is funded under normal budget procedures and would not be discontinued with the loss of the EMPG.

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

The EMPG is an enhancement of an existing program.

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

The EMPG allows Travis County to meet costs associated with a shared Emergency Operations Center without requesting appropriations from the general fund and to acquire needed equipment and support services. This will assist Travis County OEM in meeting the performance measures for providing emergency management planning activities.

FISCAL YEAR 2014 EMERGENCY MANAGEMENT PERFORMANCE GRANT APPLICATION

| | |
|---|--|
| 1. APPLICANT NAME (Jurisdiction): Travis County | |
| 2. COUNTY: Travis | 3. DISASTER DISTRICT: 6B |
| 4. EMPG STATUS: <input checked="" type="checkbox"/> Current EMPG Program participant <input type="checkbox"/> New EMPG Program applicant | |
| 5. PROGRAM PARTICIPANTS: <i>(List all jurisdictions that are participants in your emergency management program. Identify any jurisdictions that have joined or withdrawn from your program in the last year.)</i> Bee Cave, Briarcliff, Creedmoor, Point Venture, Village of Webberville, Volente, Jonestown, Lago Vista, Manor, Mustang Ridge, Pflugerville, Rollingwood, San Leanna, Sunset Valley, The Hills, West Lake, City of Lakeway. | |
| 6. CHECKLIST OF APPLICATION ATTACHMENTS: <i>(See the FY 2014 Emergency Management Performance Grant (EMPG) Guide for information on completing these forms.)</i> | |
| <input checked="" type="checkbox"/> Designation of Grant Officials (TDEM-17B) <input checked="" type="checkbox"/> Statement of Work & Cumulative Progress Report (TDEM-17A) - This form shall be signed by the EMC <input checked="" type="checkbox"/> EMPG Staffing Pattern (TDEM-66) - The Authorized Official shall sign this form <input checked="" type="checkbox"/> Application for Federal Assistance (TDEM-67) - The Authorized Official shall sign this form <input checked="" type="checkbox"/> EMPG Staff Job Description (TDEM-68) - <i>A current job description is required for each staff member listed in the FY 2014 EMPG Staffing Pattern (TDEM-66)</i> <input checked="" type="checkbox"/> FEMA Form 20-16 Summary Sheet for Assurances & Certifications - Shall be signed by an Authorized Official Attached: <input checked="" type="checkbox"/> FEMA Form 20-16A, Assurances – Non-Construction Programs <input checked="" type="checkbox"/> FEMA Form 20-16C, Certifications Regarding Lobbying, Debarment, Suspension, & Other Responsibility Matters; and Drug-Free Workplace Requirements <input type="checkbox"/> FEMA Form SF LLL, Disclosure of Lobbying Activities - Signed by the Authorized Official <i>required only if the applicant performs lobbying to influence federal actions</i> <input checked="" type="checkbox"/> Direct Deposit Authorization (form 74-146) or Application for Payee ID Number (form AP-152) - The Grant Financial Officer shall sign this form <input checked="" type="checkbox"/> Travel Policy Certification (TDEM-69) - The Grant Financial Officer shall sign this form | |
| 7. CERTIFICATION: <i>This Application, together with the approved EMPG Statement of Work & Cumulative Progress Report (TDEM-17A), constitutes the annual work plan for the emergency management program whose participants are listed above. The undersigned agree to exert their best efforts to accomplish all activities listed in the Statement of Work & Cumulative Progress Report approved by the Texas Division of Emergency Management.</i> | |
| <hr/> Authorized Official <i>(Original Signature)</i> | <hr/> <i>Pete Baldwin</i> Emergency Management Coordinator <i>(Original Signature)</i> |
| <hr/> Date | <hr/> 1-27-14 Date |
| <hr/> Sam T. Bliscoe Printed Name | <hr/> Pete Baldwin Printed Name: |

Mail completed forms and application materials to:

Grant Coordinator
Office of Management and Budget
Texas Division of Emergency Management
Texas Department of Public Safety
PO Box 4087
Austin, TX 78773-0223

**FISCAL YEAR 2014
DESIGNATION OF EMPG GRANT OFFICIALS**

| | |
|---|--|
| APPLICANT NAME (Jurisdiction): Travis County | |
| EMERGENCY MANAGEMENT COORDINATOR* | |
| NAME | <input checked="" type="checkbox"/> Mr. <input type="checkbox"/> Ms. Pete Baldwin *If newly appointed, attach form DEM-147 |
| Official Mailing Address Please include mail stop code | Travis County Department of Emergency Services PO Box 1748 Austin, TX 78767 |
| Daytime Phone Number | (512) 974-0472 |
| Fax Number | (512) 974-0499 |
| E-mail Address | Pete.Baldwin@co.travis.tx.us |
| POINT OF CONTACT (RESPONSIBLE FOR APPLICATION) | |
| NAME | <input checked="" type="checkbox"/> Mr. <input type="checkbox"/> Ms. Pete Baldwin |
| Title | EMC |
| Official Mailing Address Please include mail stop code. | Travis County Department of Emergency Services PO Box 1748 Austin, TX 78767 |
| Daytime Phone Number | (512) 974-0472 |
| Fax Number | (512) 974-0499 |
| E-mail Address | Pete.Baldwin@co.travis.tx.us |
| GRANT FINANCIAL OFFICER (CANNOT BE EMC) | |
| NAME | <input type="checkbox"/> Mr. <input checked="" type="checkbox"/> Ms. Nicki Riley |
| Title | County Auditor |
| Official Mailing Address Please include mail stop code. | Travis County Auditor PO Box 1748 Austin, TX 78767 |
| Daytime Phone Number | (512) 854-9125 |
| Fax Number | (512) 854-9164 |
| E-mail Address | Nicki.riley@co.travis.tx.us |
| AUTHORIZED OFFICIAL (MAYOR, COUNTY JUDGE, CITY MANAGER) | |
| NAME | <input checked="" type="checkbox"/> Mr. <input type="checkbox"/> Ms. Samuel T. Biscoe |
| Title | Travis County Judge |
| Official Mailing Address Please include mail stop code. | Travis County Judge PO Box 1748 Austin, TX 78767 |
| Daytime Phone Number | (512) 854-9555 |
| Fax Number | (512-) 854-9535 |
| E-mail Address | Sam.biscoe@co.travis.tx.us |

FISCAL YEAR 2014 EMPG STATEMENT OF WORK & CUMULATIVE PROGRESS REPORT

| APPLICANT NAME (Jurisdiction): Travis County | | | | |
|---|--|------------------------------|----------------|------|
| Document | Number | Active Date | TDEM Review By | Date |
| Jurisdiction DUN/SAM # | 030908842 | Prior to 2002 | | |
| Jurisdiction Congressional District | Congressional District 10-- Congressman Michael T. McCaul | Serving 5 th Term | | |
| | Congressional District 25-- Congressman Roger Williams | Serving 1 st Term | | |
| | Congressional District 35-- Congressman Lloyd Doggett | Serving since 1994 | | |
| | Congressional District 21-- Lamar Smith | Serving since 1987 | | |
| | Congressional District--17 Bill Flores | Serving Since 2011 | | |
| Document | Submitter | Date | TDEM Review By | Date |
| Statement of Work | Pete Baldwin | 1/31/14 | | |
| Progress Report #1 | | | | |
| Progress Report #2 | | | | |
| TASK 1—WORK PLAN & SEMIANNUAL PROGRESS REPORT | | | | |
| <input checked="" type="checkbox"/> Work Plan | Our jurisdiction will submit an EMPG Application, two Progress Reports, four Quarterly FEMA Training matrices, and four Quarterly Financial Reports | | | |
| <input type="checkbox"/> Progress Report #1 | <input type="checkbox"/> This Progress Report # 1 is being submitted to TDEM OMB <input type="checkbox"/> First Financial Report has been submitted to TDEM OMB | | | |
| <input type="checkbox"/> Progress Report #2 | <input type="checkbox"/> This Progress Report # 2 is being submitted to the TDEM OMB <input type="checkbox"/> Second & Third Quarter Financial Reports have been submitted to TDEM OMB <input type="checkbox"/> Fourth Quarter Financial Report has been submitted to TDEM OMB | | | |
| TASK 2—LEGAL AUTHORITIES FOR EMERGENCY MANAGEMENT PROGRAM | | | | |
| <input checked="" type="checkbox"/> Work Plan | Our jurisdiction will maintain current legal documents establishing our emergency management program <input checked="" type="checkbox"/> Our TRRN registration completed and resources entered <input checked="" type="checkbox"/> Our legal documents are current & on file with TDEM; no additional action is required <input type="checkbox"/> Our jurisdiction will prepare or update & submit to TDEM: <ul style="list-style-type: none"> <input type="checkbox"/> Commissioner's Court Order # <input type="checkbox"/> City Ordinance(s) for: <input type="checkbox"/> Updated Joint Resolution dated: <input type="checkbox"/> NIMS Adoption dated: | | | |
| <input type="checkbox"/> Progress Report #1 | <input type="checkbox"/> Our TRRN registration completed and resources entered <input type="checkbox"/> Our legal documents are current & on file with TDEM, no additional action is required | | | |

| | |
|---|---|
| October 1 – March 31 | <input type="checkbox"/> Our jurisdiction completed & submitted to TDEM: <input type="checkbox"/> Commissioner's Court Order # <input type="checkbox"/> City Ordinance(s) for: <input type="checkbox"/> Updated Joint Resolution dated: <input type="checkbox"/> NIMS Adoption dated: |
| <input type="checkbox"/> Progress Report #2 April 1- September 30 | <input type="checkbox"/> Our TRRN registration completed and resources entered <input type="checkbox"/> Our legal documents are current & on file with TDEM, no additional action is required <input type="checkbox"/> Our jurisdiction completed & submitted to TDEM: <input type="checkbox"/> Commissioner's Court Order # <input type="checkbox"/> City Ordinance(s) for: <input type="checkbox"/> Updated Joint Resolution dated: <input type="checkbox"/> NIMS Adoption dated: |

TDEM-17A
10/2013

Mail completed form to:

Grant Coordinator
Office of Management and Budget
Texas Division of Emergency Management
Texas Department of Public Safety
P O Box 4087
Austin, TX 78773-0223

Page 1 of 6

| TASK 3—PUBLIC EDUCATION/INFORMATION | |
|--|---|
| <input checked="" type="checkbox"/> Work Plan | <input type="checkbox"/> Option 1: Our jurisdiction will conduct 30 hours of hazard awareness activities for local citizens <input checked="" type="checkbox"/> Option 2: Our jurisdiction will prepare & distribute public education/information materials to a <u>substantial portion</u> of the community. In the space below, describe the materials to be distributed: Travis County OEM sponsors the month of July in the City of Austin's 2014 Home Safety Calendar providing safety recommendations associated with the use of Fireworks. 16,000 calendars will be printed and distributed. |
| <input type="checkbox"/> Progress Report #1 October 1 – March 31 | <input type="checkbox"/> Our jurisdiction completed the following hazard awareness and/or public education/information activities: <input type="checkbox"/> No Task 3 progress was made this report period. |
| <input type="checkbox"/> Progress Report #2 April 1 – September 30 | <input type="checkbox"/> Our jurisdiction completed the following hazard awareness and/or public education/information activities: <input type="checkbox"/> No Task 3 progress was made this report period. |
| TASK 4—EMERGENCY MANAGEMENT PLANNING DOCUMENTS | |
| <input checked="" type="checkbox"/> Work Plan | <input checked="" type="checkbox"/> Our jurisdiction reviewed our emergency management plan & annexes for currency and NIMS compliance <input checked="" type="checkbox"/> Our emergency management plan and all annexes are current and NIMS compliant <input checked="" type="checkbox"/> We will develop, update, or change these planning documents: <input type="checkbox"/> Basic Plan Annexes: <input type="checkbox"/> A <input type="checkbox"/> B <input checked="" type="checkbox"/> C <input type="checkbox"/> D <input type="checkbox"/> E <input type="checkbox"/> F <input type="checkbox"/> G <input type="checkbox"/> H <input type="checkbox"/> I <input type="checkbox"/> J <input type="checkbox"/> K <input checked="" type="checkbox"/> L <input type="checkbox"/> M <input type="checkbox"/> N <input type="checkbox"/> O <input type="checkbox"/> P <input type="checkbox"/> Q <input type="checkbox"/> R <input type="checkbox"/> S <input type="checkbox"/> T <input type="checkbox"/> U <input type="checkbox"/> V <input type="checkbox"/> Other documents: NOTE: Plans & annexes dated prior to September 30, 2010 must be revised or updated this year. All Plans and Annexes must be NIMS compliant. |
| <input type="checkbox"/> Progress Report #1 October 1 – March 31 | <input type="checkbox"/> Our jurisdiction reviewed our emergency management plan & annexes for currency and NIMS compliance <input type="checkbox"/> Our emergency management plan and all annexes are current and NIMS compliant <input type="checkbox"/> We updated by revision or change these planning documents: <input type="checkbox"/> Basic Plan Annexes: <input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> D <input type="checkbox"/> E <input type="checkbox"/> F <input type="checkbox"/> G <input type="checkbox"/> H <input type="checkbox"/> I <input type="checkbox"/> J <input type="checkbox"/> K <input type="checkbox"/> L <input type="checkbox"/> M <input type="checkbox"/> N <input type="checkbox"/> O <input type="checkbox"/> P <input type="checkbox"/> Q <input type="checkbox"/> R <input type="checkbox"/> S <input type="checkbox"/> T <input type="checkbox"/> U <input type="checkbox"/> V <input type="checkbox"/> Other documents: <input type="checkbox"/> No Task 4 progress was made this report period. |
| <input type="checkbox"/> Progress Report #2 April 1 – September 30 | <input type="checkbox"/> Our jurisdiction reviewed our emergency management plan & annexes for currency and NIMS compliance <input type="checkbox"/> Our emergency management plan and all annexes are current and NIMS compliant <input type="checkbox"/> We updated by revision or change these planning documents: <input type="checkbox"/> Basic Plan Annexes: <input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> D <input type="checkbox"/> E <input type="checkbox"/> F <input type="checkbox"/> G <input type="checkbox"/> H <input type="checkbox"/> I <input type="checkbox"/> J <input type="checkbox"/> K <input type="checkbox"/> L <input type="checkbox"/> M <input type="checkbox"/> N <input type="checkbox"/> O <input type="checkbox"/> P <input type="checkbox"/> Q <input type="checkbox"/> R <input type="checkbox"/> S <input type="checkbox"/> T <input type="checkbox"/> U <input type="checkbox"/> V <input type="checkbox"/> Other documents: <input type="checkbox"/> No Task 4 progress was made this report period. |

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| 10/2013 TASK 5— TEP, NOTIFICATION AND INDIVIDUAL EXERCISE PARTICIPATION | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|--|---|--|--|---------------|---------------|---------------|-----------------|-------------------------------------|--|--|--|-------------------------------------|--|--|--|------------------------------------|--|--|--|---|--|--|--|-------------------------------------|--|--|--|
| <input checked="" type="checkbox"/> Work Plan <input type="checkbox"/> TEP Date Submitted: | Training and Exercise Plan Each jurisdiction must develop and submit a multi-year Training and Exercise Plan (TEP), not less than three years, to the TDEM Exercise Unit @ TDEM.EXERCISES@dps.texas.gov . Each jurisdiction must submit the Pre-Exercise Notification Form to the TDEM Exercise Unit not less than 45 days prior to a planned exercise event. Each jurisdiction must submit an After Action Report (AAR) and Improvement Plan (IP) for a minimum of two (2) discussion-based exercises and one (1) operations-based exercise. All AARs/IPs all exercise activities to the TDEM Exercise unit not more than 45 days after the conclusion of the exercise. <u>One real world event is currently allowed per fiscal year.</u> NOTE: A Full-Scale exercise must be conducted every three (3) years. **Each EMPG-funded person must complete and submit Individual Exercise Participation forms. All EMPG funded personnel must participate in at least three exercises per year. | | | | | | | | | | | | | | | | | | | | | | | | | | |
| REQUIRED EXERCISE SCHEDULE | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Performance Period | Exercise Type | Exercise Name & Exercise Date | Quarter of Year | | | | | | | | | | | | | | | | | | | | | | | | |
| Fiscal Year 2014 (October 1, 2013 - September 30, 2014) | <input checked="" type="checkbox"/> Discussion Based | TBD | <input type="checkbox"/> 1 <input checked="" type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 | | | | | | | | | | | | | | | | | | | | | | | | |
| | <input checked="" type="checkbox"/> Discussion Based | Hospital Drill 11/2013 | <input checked="" type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 | | | | | | | | | | | | | | | | | | | | | | | | |
| | <input type="checkbox"/> Operational Based | | <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 | | | | | | | | | | | | | | | | | | | | | | | | |
| | <input checked="" type="checkbox"/> Real World Event | Halloween Flood Oct. 2013 | <input checked="" type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 | | | | | | | | | | | | | | | | | | | | | | | | |
| | <input checked="" type="checkbox"/> Full Scale | CBRNE (Oct 2013) Airport Exercise 4/14 | <input checked="" type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 | | | | | | | | | | | | | | | | | | | | | | | | |
| Our last Full-Scale exercise was conducted on (date): December 2012 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> Progress Report #1 October 1 – March 31 <input type="checkbox"/> TEP Date Submitted: | We conducted the following exercises and provided documentation to TDEM: <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">Exercise Type</th> <th style="width: 25%;">Exercise Name</th> <th style="width: 25%;">Exercise Date</th> <th style="width: 25%;">EMPG Funded Y/N</th> </tr> </thead> <tbody> <tr> <td><input type="checkbox"/> Discussion</td> <td></td> <td></td> <td></td> </tr> <tr> <td><input type="checkbox"/> Discussion</td> <td></td> <td></td> <td></td> </tr> <tr> <td><input type="checkbox"/> Operation</td> <td></td> <td></td> <td></td> </tr> <tr> <td><input type="checkbox"/> Real World Event</td> <td></td> <td></td> <td></td> </tr> <tr> <td><input type="checkbox"/> Full Scale</td> <td></td> <td></td> <td></td> </tr> </tbody> </table> | | | Exercise Type | Exercise Name | Exercise Date | EMPG Funded Y/N | <input type="checkbox"/> Discussion | | | | <input type="checkbox"/> Discussion | | | | <input type="checkbox"/> Operation | | | | <input type="checkbox"/> Real World Event | | | | <input type="checkbox"/> Full Scale | | | |
| Exercise Type | Exercise Name | Exercise Date | EMPG Funded Y/N | | | | | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> Discussion | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> Discussion | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> Operation | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> Real World Event | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> Full Scale | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> Our jurisdiction completed NO exercise and did not request credit for a real world event <input type="checkbox"/> Exercise approved documentation attached | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> Progress Report #2 April 1 – September 30 | We conducted the following exercises and provided documentation to TDEM: <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">Exercise Type</th> <th style="width: 25%;">Exercise Name</th> <th style="width: 25%;">Exercise Date</th> <th style="width: 25%;">EMPG Funded Y/N</th> </tr> </thead> <tbody> <tr> <td><input type="checkbox"/> Discussion</td> <td></td> <td></td> <td></td> </tr> <tr> <td><input type="checkbox"/> Discussion</td> <td></td> <td></td> <td></td> </tr> <tr> <td><input type="checkbox"/> Operation</td> <td></td> <td></td> <td></td> </tr> <tr> <td><input type="checkbox"/> Real World Event</td> <td></td> <td></td> <td></td> </tr> <tr> <td><input type="checkbox"/> Full Scale</td> <td></td> <td></td> <td></td> </tr> </tbody> </table> | | | Exercise Type | Exercise Name | Exercise Date | EMPG Funded Y/N | <input type="checkbox"/> Discussion | | | | <input type="checkbox"/> Discussion | | | | <input type="checkbox"/> Operation | | | | <input type="checkbox"/> Real World Event | | | | <input type="checkbox"/> Full Scale | | | |
| Exercise Type | Exercise Name | Exercise Date | EMPG Funded Y/N | | | | | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> Discussion | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> Discussion | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> Operation | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> Real World Event | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> Full Scale | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> Our jurisdiction completed NO exercise and did not request credit for a real world event <input type="checkbox"/> Exercise approved documentation attached | | | | | | | | | | | | | | | | | | | | | | | | | | | |

| TASK 6—TRAINING FOR EMERGENCY MANAGEMENT PERSONNEL | | |
|--|--|---|
| <input checked="" type="checkbox"/> Work Plan | ALL EMPG-funded emergency management personnel will participate in the following training during FY 2014: | |
| | Position & Name | Course Name or Number |
| | EMC Pete Baldwin | G-703 Resource Management |
| | Asst. EMC Stacy Moore-Guajardo | E930- IEMC @ EMI G-920 Exercise Design & Evaluation |
| | Emergency Planner Shantelle Dunn | E930- IEMC @ EMI L- 324 Intro to Hurricane Preparedness G-358 Evac & Re-entry Planning G- 628 Infrastructure Damage Assessment |
| <input type="checkbox"/> Progress Report #1 October 1 – March 31 | Emergency management personnel completed the following training <i>and documentation is attached</i> : | |
| | Position & Name | Course Name or Number Date Completed |
| | | |
| | <input type="checkbox"/> No training took place this report period. | |
| <input type="checkbox"/> Progress Report #2 April 1 – September 30 | Emergency management personnel completed the following training <i>and documentation is attached</i> : | |
| | Position & Name | Course Name or Number Date Completed |
| | | |
| | <input type="checkbox"/> No training took place this progress report period. | |

| 10/2013 TASK 7—EMERGENCY MANAGEMENT TRAINING FOR OTHER PERSONNEL | | | | |
|--|--|--------------|-------------------|-----------|
| <input checked="" type="checkbox"/> Work Plan | Our jurisdiction will conduct or arrange emergency management related training for elected officials, other local officials, & support agencies. | | | |
| <input type="checkbox"/> Progress Report #1 October 1 – March 31 | The following formal training courses were taught or contracted: | | | |
| | Date | Course Title | Class Description | # Trained |
| | <input type="checkbox"/> No training took place this progress report period. | | | |
| <input type="checkbox"/> Progress Report #2 April 1 – September 30 | The following formal training courses were taught or contracted: | | | |
| | Date | Course Title | Class Description | # Trained |
| | <input type="checkbox"/> No training took place this progress report period. | | | |
| TASK 8—EMERGENCY MANAGEMENT ORGANIZATIONAL DEVELOPMENT | | | | |
| <input checked="" type="checkbox"/> Work Plan | Our jurisdiction will participate in the following emergency management organizational development activities: Emergency Management of Texas (EMAT) Symposium/conference Texas Emergency Management Conference | | | |
| <input type="checkbox"/> Progress Report #1 October 1 – March 31 | Our jurisdiction completed the following staff development activities: | | | |
| <input type="checkbox"/> Progress Report #2 April 1 – September 30 | Our jurisdiction completed the following staff development activities: | | | |

JURISIDICION NAME: Travis County

REMARKS
(Use an Additional Sheet if Necessary)

**FISCAL YEAR 2014
EMPG STAFFING PATTERN**

| 1. APPLICANT NAME (as is appears on EMPG application) Travis County | | | | 2. COUNTY Travis | | |
|--|------------------------|--------------------------|----------------------------------|------------------------|-----------------------------------|------------------------|
| 3. FULL-TIME EMPLOYEES <i>(including those who work all or only a portion of their time in emergency management duties)</i> | 4. Gross Annual Salary | 5. Gross Annual Benefits | 6. Gross Salary & Benefits (4+5) | 7. % Work in EM Duties | 8. Salary & Benefits for EM (6x7) | 9. Est EM Travel Costs |
| Name: Douglas R. Baldwin | | | | | | |
| Position: Emergency Management Coordinator | 95,537.84 | 31,935.60 | 127,473.44 | 100% | 127,473.44 | 1,000.00 |
| Name: Stacy Moore | | | | | | |
| Position: EMC Assistant | 70,671.12 | 22,445.28 | 93,116.40 | 100% | 93,116.40 | 1,000.00 |
| Name: Shantelle Dunn | | | | | | |
| Position: Emergency Planner | 50,196.48 | 18,040.08 | 68,236.56 | 100% | 68,236.56 | 1,000.00 |
| Name: | | | 0.00 | | 0.00 | |
| Position: | | | 0.00 | | 0.00 | |
| Name: | | | 0.00 | | 0.00 | |
| Position: | | | 0.00 | | 0.00 | |
| Name: | | | 0.00 | | 0.00 | |
| Position: | | | 0.00 | | 0.00 | |
| A. SUBTOTAL: | | | | | 288,826.40 | 3,000.00 |

| 10. PART-TIME EMPLOYEES | 11. % of Full Time | 12. Gross Annual Salary | 13. Gross Annual Benefits | 14. Gross Salary & Benefits (12+13) | 15. % Work in EM Duties | 16. Salary & Benefits for EM (14x15) | 17. Est EM Travel Costs |
|-------------------------|--------------------|-------------------------|---------------------------|-------------------------------------|-------------------------|--------------------------------------|-------------------------|
| Name: | | | | 0.00 | | 0.00 | |
| Position: | | | | 0.00 | | 0.00 | |
| Name: | | | | 0.00 | | 0.00 | |
| Position: | | | | 0.00 | | 0.00 | |
| Name: | | | | 0.00 | | 0.00 | |
| Position: | | | | 0.00 | | 0.00 | |
| Name: | | | | 0.00 | | 0.00 | |
| Position: | | | | 0.00 | | 0.00 | |
| Name: | | | | 0.00 | | 0.00 | |
| Position: | | | | 0.00 | | 0.00 | |
| B. SUBTOTAL: | | | | | | 0.00 | 0.00 |
| TOTAL: | | | | | | 288,826.40 | 3,000.00 |

| |
|--|
| CERTIFICATION: <i>I certify that no individual listed above holds an elected office.</i> |
| Signature of Authorized Official:  |
| Printed name of Authorized Official: Pete Baldwin |
| Date Signed: 1-21-14 |

FISCAL YEAR 2014 APPLICATION FOR FEDERAL ASSISTANCE

(Instructions on Reverse)

| | | | | | | |
|---|---|--|---------------------|----------------|----------------|----------------|
| NAME OF PROGRAM/ ASSISTANCE: EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG) | 1. CFDA NUMBER: <b style="text-align: center;">97.042 | 2. APPLICANT STATUS: New Applicant <input type="checkbox"/> Renewal <input checked="" type="checkbox"/> | | | | |
| 3. FEDERAL FISCAL YEAR: <b style="text-align: center;">FY 2014 | 4. START DATE: <b style="text-align: center;">OCTOBER 1, 2013 | 5. END DATE: <b style="text-align: center;">SEPTEMBER 30, 2014 | | | | |
| 6. APPLICANT INFORMATION | | | | | | |
| a. Legal Name of Applicant Organization (as it appears on the EMPG Application (TDEM-17): <p style="text-align: center;">Travis County</p> | b. Name & Telephone Number of Emergency Management Coordinator: <p style="text-align: center;">Pete Baldwin, 512-974-0472</p> | | | | | |
| c. Mailing Address: P O Box 1748 Austin, TX 78767 Employer Identification Number/Tax ID# 74-6000192 | d. Physical Address (if different from Mailing Address): CTECC 5010 Old Manor Rd. Austin, TX 78723 | | | | | |
| 7. EMPG PERSONNEL SUMMARY (include only those staff that will be paid with EMPG funds): | | | | | | |
| a. Number of EMPG Staff & Percentage of Time Worked in Emergency Management Duties: | | | | | | |
| | # Staff | Percent | # Staff | Percent | # Staff | Percent |
| 1) Full Time: | 3 | 100% | | | | |
| 2) Part Time | | | | | | |
| b. Total Number of EMPG-Funded Personnel: 3 | | | | | | |
| 8. ESTIMATED EXPENSES: | | | | | | |
| a. Salary & Benefits (from line 18, form TDEM-66) | | | \$288,826.40 | | | |
| b. Travel Expenses (from line 19 form TDEM-66) | | | \$3000.00 | | | |
| c. Other Expenses (from section 11 on reverse) | | | \$857.00 | | | |
| d. Total Expenses (A + B + C) | | | \$292,683.40 | | | |
| e. Federal Share (D x .50) | | | \$146,341.70 | | | |
| Note: If you cannot meet the cash match requirement, check the box below and attach a match proposal as specified in Section 2 of the <i>Local Emergency Management Performance Grant Guide</i> . TDEM must review and approve any exceptions made to the cash match requirement at the time of application. <input type="checkbox"/> Cash Match Exception Requested | | | | | | |
| 9. CERTIFICATION: I certify that to the best of my knowledge and belief this application and its attachments are true and correct. | | | | | | |
| a. Typed Name of Authorized Official: | | | Samuel T. Biscoe | | | |
| b. Title of Authorized Official: | | | Travis County Judge | | | |
| c. Original Signature of Authorized Official: | | | | | | |
| d. Date Signed: | | | | | | |

EMPG STAFF JOB DESCRIPTION

| | |
|--------------------------------|-------------------------------|
| Jurisdiction Name | Travis County |
| Staff Member Name | Pete Baldwin |
| Position Title | EMC |
| Description Prepared By | Travis County Human Resources |
| Date Prepared | |

JOB DESCRIPTION

Current Job Description Attached

See Below

A. Provide a general description of the duties performed by this staff member.

B. If this staff member performs both emergency management duties and other duties, identify the specific emergency management duties performed.

Travis County Human Resources Management Department Job Description DRAFT

Job Title: 9 Emergency Mgmt Coord**Job Code: 24245****Pay Grade: 24****Effective Date: 09/16/04****SUMMARY OF FUNCTION:**

Develops, coordinates, implements, manages and monitors the Travis County Emergency Operations Plan to meet local, state and federal requirements. Works with other departments and agencies to prepare for emergencies. Advises Commissioners Court, Elected Officials, Appointed Officials and department heads on status of response and recovery operations. Represents Travis County on local, regional and state emergency management issues. Coordinates response and recovery activities during disasters.

DISTINGUISHING CHARACTERISTICS:

This is in a Public Safety/Emergency Management series of job classifications. This classification supervises the emergency management program. This classification is distinguished by the incumbent's focus on the emergency management program being coordinated, rather than having responsibility for the entire work unit. This classification requires a flexible work schedule to meet the needs of the department. This classification requires a flexible work schedule during a state of emergency.

EXAMPLES OF WORK PERFORMED:

- | | Essential (E)
or Non-
<u>Essential (N)</u> |
|---|--|
| • Coordinates development and implementation of departmental and countywide emergency option plans. Coordinates initial and ongoing assessments of risks and services necessary to assure that any interruption of county services is minimized. | E |
| • Coordinates development of internal emergency operating procedures and action plans. Manages the test plan elements and disaster exercises. | E |
| • Facilitates involvement of regional and county agencies in coordinating and planning committees for disaster preparedness, response and recovery. | E |
| • Develops and monitors department annual budget, including grants. | E |
| • Responds to Emergency Operations Center when notified of emergency conditions. Directs the response and recovery efforts of Travis County during disasters. Advises Commissioners Court, Elected Officials, Appointed Officials and department heads on status of response and recovery operations. | E |
| • Attends training programs, including required and optional courses. Provides emergency management training to departments and other agencies. Represents county at various meetings with other agencies. | E |
| • Performs other job-related duties as assigned. | N |

QUALIFICATION REQUIREMENTS:**Education and experience equivalent to:**

Bachelor's degree in Emergency Management, Public Administration, Business Management, Criminal Justice or a directly related field AND five (5) years of directly related increasingly responsible managerial experience in the public safety field that may include emergency management, fire service, law enforcement, or emergency medical services; industrial safety, business or government continuity planning, or related field, including three (3) years of mid- to senior level supervisory experience or management experience.

Preferred:

Completion of Professional Development Series Course from FEMA.

License:

Possession of a valid Texas Driver's License.

Travis County Human Resources Management Department Job Description DRAFT

Job Title: 9 Emergency Mgmt Coord**Job Code: 24245****Pay Grade: 24****Effective Date: 09/16/04****KNOWLEDGE, SKILLS, AND ABILITIES:****Knowledge of:**

- Public administration and governmental agencies.
- Legislative process.
- Principles of emergency management administration.
- Policies, practices, procedures and terminology.
- Federal, State, Local, and County applicable laws, rules and regulations, codes, and guidelines.
- State and Federal regulatory or administrative requirements and practices.
- Standard management theory, principles, practices, and techniques.
- Management and supervisory principles, practices and techniques.
- Budgetary and fiscal process.
- Supervisory principles, practices and techniques.
- Online computer searching, and internet.
- Computer equipment to include word processing, windows, spreadsheets and databases.
- Business letter writing, grammar and punctuation and report preparation.

Skill in:

- Researching and analyzing emergency management related issues.
- Supervising others, including team building.
- Meeting emergencies.
- Research, analysis, compiling, preparing and presenting technical data/information and reports.
- Explaining complicated technical problems in simple non-technical language.
- Facilitating cooperative group decision making among diverse organizations and individuals.
- Planning and organizing work assignments.
- Problem solving and decision-making.
- Public speaking and content delivery.
- Conflict resolution and community relations.
- Both verbal and written communication.

Ability to:

- Supervise work of staff members.
- Communicate effectively.
- Function calmly, effectively, and decisively in emergency situations.
- Plan, assign, supervise and review the work of subordinates.
- Reason and make judgments and decisions.
- Manage time well and perform multiple tasks, and organize diverse activities.
- Perform in a stressful environment, while maintaining a professional manner.
- Work on a wide variety of tasks simultaneously and produce timely and tangible results.
- Utilize online resources.
- Prioritize needs, develop and implement plans of action.
- Work as a team member within a diverse organization.
- Research, compile, analyze, interpret and prepare a variety of memorandums or reports.
- Establish and maintain effective working relationships with county staff and officials, representatives of outside agencies, other county staff and officials, news media, private business people and the general public.

PHYSICAL/ENVIRONMENTAL FACTORS:

Physical requirements include lifting/carrying 20–50 pounds, occasionally; visual acuity, speech and hearing; hand and eye coordination and manual dexterity necessary to operate a computer, monitor, keyboard, printer, fax machine, copier, adding machine, typewriter and basic office equipment. Subject to standing, walking, sitting, repetitive motion, lifting, carrying, crouching/crawling, vision to monitor, pushing, stooping/kneeling to perform the essential functions. Subject to stressful environment and client and customer contact for extended periods of time. Subject to contact with communicable diseases, radiation, hazardous waste, human fecal matter and foul odors.

WWC: 7720**EEO Function: 01****EEO Category: 02****FLSA Code: E**

EMPG STAFF JOB DESCRIPTION

| | |
|--------------------------------|-------------------------------|
| Jurisdiction Name | Travis County |
| Staff Member Name | Stacy Moore-Guajardo |
| Position Title | Asst. EMC |
| Description Prepared By | Travis County Human Resources |
| Date Prepared | |

JOB DESCRIPTION

Current Job Description Attached

See Below

A. Provide a general description of the duties performed by this staff member.

B. If this staff member performs both emergency management duties and other duties, identify the specific emergency management duties performed.

Travis County Human Resources Management Department Job Description DRAFT

**Job Title: 9 Emergency Mgmt
Coord Asst**

Job Code: 22238

Pay Grade: 22

Effective Date: 09/16/04

SUMMARY OF FUNCTION:

Serves as Assistant Emergency Management Coordinator for Travis County.

DISTINGUISHING CHARACTERISTICS:

This is in a Public Safety/Emergency Management series of job classifications. This classification supervises the emergency management program. This classification is distinguished by the incumbent's focus on the emergency management program being coordinated, rather than having responsibility for the entire work unit. This classification requires a flexible work schedule to meet the needs of the department. This classification requires a flexible work schedule during a state of emergency.

EXAMPLES OF WORK PERFORMED:

- | | Essential (E)
or Non-
<u>Essential (N)</u> |
|--|--|
| • Maintains Travis County emergency management operations plan. Manages inventory of homeland security grant equipment. Maintains records. | E |
| • Assists in annual budget preparation. Prepares administrative reports. Oversees grants and grant reporting requirements. Researches and makes recommendations for future grant opportunities. | E |
| • Serves as a liaison; works with other agencies in developing operational plans for emergencies. Attends various meetings with local, state, and federal agencies. | E |
| • Responds to Emergency Operations Center when notified of emergency conditions. | E |
| • Attends training programs, including required and optional courses. Provides emergency management training to departments and other agencies. Represents county at various meetings with other agencies. | E |
| • Performs other job-related duties as assigned. | N |

QUALIFICATION REQUIREMENTS:

Education and experience equivalent to:

Bachelor's degree in Emergency Management, Public Administration, Industrial Safety, Business Management, Planning or a directly related field AND four (4) years of increasingly responsible experience in the emergency management, strategic planning, research, project management, policy research, and program development.

Preferred:

Completion of Professional Development Series Course from FEMA.

Knowledge of Hazardous materials operations.

Knowledge of Homeland Security Equipment Grant Program.

License:

Possession of a valid Texas Driver's License.

KNOWLEDGE, SKILLS, AND ABILITIES:

Knowledge of:

- Public administration and governmental agencies.
- Legislative process.
- Principles of emergency management administration.
- Policies, practices, procedures and terminology.
- Federal, State, Local, and County applicable laws, rules and regulations, codes, and guidelines.
- State and Federal regulatory or administrative requirements and practices.
- Budgetary and fiscal process.
- Online computer searching, and internet.
- Computer equipment to include word processing, windows, spreadsheets and databases.
- Business letter writing, grammar and punctuation and report preparation.

Travis County Human Resources Management Department Job Description DRAFT

**Job Title: 9 Emergency Mgmt
Coord Asst**

Job Code: 22238

Pay Grade: 22

Effective Date: 09/16/04

KNOWLEDGE, SKILLS, AND ABILITIES: (Cont.)

Skill in:

- Researching and analyzing emergency management related issues.
- Meeting emergencies.
- Research, analysis, compiling, preparing and presenting technical data/information and reports.
- Explaining complicated technical problems in simple non-technical language.
- Problem solving and decision-making.
- Public speaking and content delivery.
- Conflict resolution and community relations.
- Both verbal and written communication.

Ability to:

- Communicate effectively.
- Function calmly, effectively, and decisively in emergency situations.
- Reason and make judgments and decisions.
- Manage time well and perform multiple tasks, and organize diverse activities.
- Perform in a stressful environment, while maintaining a professional manner.
- Work on a wide variety of tasks simultaneously and produce timely and tangible results.
- Utilize online resources.
- Prioritize needs, develop and implement plans of action.
- Work as a team member within a diverse organization.
- Research, compile, analyze, interpret and prepare a variety of memorandums or reports.
- Establish and maintain effective working relationships with county staff and officials, representatives of outside agencies, other county staff and officials, news media, private business people and the general public.

PHYSICAL/ENVIRONMENTAL FACTORS:

Physical requirements include lifting/carrying 20–50 pounds, occasionally; visual acuity, speech and hearing; hand and eye coordination and manual dexterity necessary to operate a computer, monitor, keyboard, printer, fax machine, copier, adding machine, typewriter and basic office equipment. Subject to standing, walking, sitting, repetitive motion, lifting, carrying, crouching/crawling, vision to monitor, pushing, stooping/kneeling to perform the essential functions. Subject to stressful environment and client and customer contact for extended periods of time. Subject to contact with communicable diseases, radiation, hazardous waste, human fecal matter and foul odors.

| | | | |
|------------------|-------------------------|-------------------------|---------------------|
| WWC: 7720 | EEO Function: 01 | EEO Category: 02 | FLSA Code: E |
|------------------|-------------------------|-------------------------|---------------------|

EMPG STAFF JOB DESCRIPTION

| | |
|--------------------------------|-------------------------------|
| Jurisdiction Name | Travis County |
| Staff Member Name | Shantelle Dunn |
| Position Title | Emergency Planner |
| Description Prepared By | Travis County Human Resources |
| Date Prepared | |

JOB DESCRIPTION

Current Job Description Attached

See Below

A. Provide a general description of the duties performed by this staff member.

B. If this staff member performs both emergency management duties and other duties, identify the specific emergency management duties performed.

**Travis County Human Resources Management Department
Job Description DRAFT**

**Job Title: Planner/Mgmt/Research
Spec Sr**

Job Code: 18496

Pay Grade: 18

Effective Date: 10/01/09

MINIMUM REQUIREMENTS:

Education and Experience:

Bachelor's degree in Public Policy/Administration, Government, Criminal Justice, Sociology, Business Administration or a directly related field AND five (5) years increasingly responsible experience with research, database management, statistical analysis, policy and procedure, administrative, management, and budgetary analysis or systems analysis;

OR,

Master's degree in Public Policy/Administration, Government, Criminal Justice, Sociology, Business Administration or a directly related field AND three (3) years increasingly responsible experience with research, database management, statistical analysis, policy and procedure, administrative or management, and budgetary analysis or systems analysis;

OR,

Any combination of education and experience that has been achieved and is equivalent to the stated education and experience and required knowledge, skills, and abilities sufficient to successfully perform the duties and responsibilities of this job.

Licenses, Registrations, Certifications, or Special Requirements:

None required.

Knowledge, Skills, and Abilities:

Knowledge of:

- Public Administration and governmental agencies.
- Legislative process.
- Principles and techniques of the project discipline.
- Modern research methods, data collection and analysis.
- Forecasting techniques.
- Administrative and related business principles.
- Principles and techniques used in conducting management studies.
- Computer equipment to include word processing, spreadsheets, databases, statistical packages, presentation/graphics and related software applications.
- Business letter writing, grammar and punctuation, and report preparation.

Skill in:

- Statistical analysis and policy research.
- Analyzing and evaluating data.
- Setting up systems for conducting analyses and compiling reports.
- Coordinating the development of and making presentations.
- Coordinating work of others.
- Conducting interviews and group meetings.
- Both verbal and written communication.

Ability to:

- Apply knowledge to data, policy, and process analyses.
- Compile data and to write clear and comprehensive reports.
- Maintenance of appropriate records.
- Establish and maintain effective working relationships with departmental clientele, representatives of outside agencies, other County employees and officials, and the general public.

WORK ENVIRONMENT AND PHYSICAL DEMANDS:

Physical requirements include lifting/carrying up to 5-20 pounds occasionally, visual acuity, speech and hearing, hand and eye coordination and manual dexterity necessary to operate a computer, monitor, keyboard, printer, fax machine, copier, adding machine, typewriter and basic office equipment. Subject to sitting, client/customer contact, standing, walking, vision to monitor, repetitive motion, stooping/kneeling, squatting, bending, reaching, occasional indoor/outdoor activities carrying and lifting of moderately heavy equipment, boxes, etc. to perform the essential functions.

| | | | |
|------------------|-------------------------|-------------------------|---------------------|
| WWC: 8810 | EEO Function: 01 | EEO Category: 02 | FLSA Code: E |
|------------------|-------------------------|-------------------------|---------------------|

This job description is intended to be generic in nature. It is not necessarily an exhaustive list of all duties and responsibilities. Duties and responsibilities and overtime eligibility may vary based on the specific tasks assigned to the position.

**Travis County Human Resources Management Department
Job Description DRAFT****Job Title: Planner/Mgmt/Research
Spec Sr****Job Code: 18496****Pay Grade: 18****Effective Date: 10/01/09****JOB SUMMARY:**

Conducts highly advanced level critical, professional and specialized research projects and policy analysis, such as complex surveys, statistical analyses, and other quantitative and qualitative analyses. Compiles and manages data, uses statistical methods and evaluation tools, systems and procedures, and performs data quality assurance tests. Analyzes business, financial or operating management and/or administrative policies, operations, processes and issues. Modifies and adapts standard procedures to meet the needs of the project. Assists in the analysis, development and integration of new or revised policies and procedures. Prepares complex written reports/presents results of analyses. May serve as project leader.

DISTINGUISHING CHARACTERISTICS:

This is the fourth in a series of four planner/management/research-related job classifications within the Planner/Management/Research job family. This classification is distinguished from the Planner/Mgmt/Research Spec in that Sr incumbents typically specialize in research projects at an advanced level, contribute to efficient methods and original ideas, and plan, design and write research proposals.

DUTIES AND RESPONSIBILITIES:

- Conducts highly advanced level of critical, professional and specialized research projects. Plans and designs intermediate level projects and implements approved proposals. Researches and develops cost analysis on new or alternative services. Modifies and adapts standard procedures to meet the needs of the project. Establishes priorities and recommends schedules, timetable and budgetary costs.
- Performs complex statistical analyses which includes selecting appropriate research design methods, techniques and procedures, compiling and cleaning data, and data manipulation and analysis. Develops research strategy, evaluates validity and reliability of data using statistical methods. Utilizes software and/or appropriate Structured Query Language to perform the analyses.
- Develops complex research and evaluation tools. Assists in data collection. Determines benchmark indicators and best procedures, methods, and guidelines for analyses and processes. Conducts advanced complex surveys and performs quantitative and qualitative analyses on responses. Performs on-line data searches using Internet and accesses data from various sources.
- Performs complex database management, and general trend, forecast and statistical analyses. Performs data quality assurance tests. Provides input and maintains research databases and tracking and reporting systems.
- Reviews research progress and reports results. Prepares and produces written summaries, documents, and statistical and other reports to include conclusions and recommendations. Coordinates the development of and makes complex presentations of analysis results.
- Gathers and organizes information on problems or procedures. Documents existing processes and systems and recommends revised systems. Interviews subjects to analyze policies, work procedures and operational methods. Solves highly advanced complex problems or issues regarding management or administrative issues or systems.
- Makes complex recommendations regarding research, policy, planning issues, operations, related budget issues and efficient methods, plans and designs. Assists in the analysis, development and integration of new or revised policies and procedures.
- Attends meetings, serves on collaborative task forces and working groups, and provides support to collaborative planning efforts, data and statistical information collection efforts, and process development and evaluation. Acts as liaison with various working groups, offices and governmental agencies.
- Performs legislative research. Stays abreast of the effects of legislative changes and the impact.
- Uses and may modify management information systems.
- May serve as project leader.
- Performs other job-related duties as assigned.

**FOR
FY 14**

CA FOR (Name of Applicant)
Travis County

This summary sheet includes Assurances and Certifications that must be read, signed, and submitted as a part of the Application for Federal Assistance.

An applicant must check each item that they are certifying to:

- Part I** **FEMA Form 20-16A, Assurances-Nonconstruction Programs**
- Part II** **FEMA Form 20-16B, Assurances-Construction Programs**
- Part III** **FEMA Form 20-16C, Certifications Regarding Lobbying; Debarment, Suspension, and Other Responsibility Matters; and Drug-Free Workplace Requirements**
- Part IV** **SF LLL, Disclosure of Lobbying Activities (If applicable)**

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the identified attached assurances and certifications.

Samuel T. Biscoe

Travis County Judge

Typed Name of Authorized Representative

Title

Signature of Authorized Representative

Date Signed

NOTE: By signing the certification regarding debarment, suspension, and other responsibility matters for primary covered transaction, the applicant agrees that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by FEMA entering into this transaction.

The applicant further agrees by submitting this application that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the FEMA Regional Office entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (Refer to 44 CFR Part 17.)

Paperwork Burden Disclosure Notice

"Public reporting burden for this form is estimated to average 1.7 hours per response. Burden means the time, effort and financial resources expended by persons to generate, maintain, retain, disclose, or to provide information to us. You may send comments regarding the burden estimate or any aspect of the form, including suggestions for reducing the burden to: Information Collections Management, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472, Paperwork Reduction Project (3067-0206). You are not required to respond to this collection of information unless a valid OMB control number appears in the upper right corner of this form. Please do not send your completed form to the above address.

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U.S. DEPARTMENT OF HOMELAND SECURITY
ASSURANCES-NON-CONSTRUCTION PROGRAMS

Note: Certain of these assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Section 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen 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. Sections 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. Section 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 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) Sections 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 Acts of 1968 (42 U.S.C. Section 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 Title 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 interest in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply with provisions of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Sections 276a to 276a-7), the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Sections 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 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. Section 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. Section 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. Section 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Section 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 of 1984.

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

19. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.

**U.S. DEPARTMENT OF HOMELAND SECURITY
ASSURANCES-CONSTRUCTION PROGRAMS**

NOTE: Certain of these assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or state.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. 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.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Sections 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen 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).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Sections 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. 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. Sections 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. Section 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 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 non-discrimination 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 non-discrimination on the basis of alcohol abuse or alcoholism; (g) Sections 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 Acts of 1968 (42 U.S.C. Section 3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other non-discrimination provision in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other non-discrimination statute(s) which may apply to the application.
11. Will comply, or has already complied, with the requirements of Title 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 interest in real property acquired for project purposes regardless of Federal participation in purchase.
12. Will comply with provisions of the Hatch Act (5 U.S.C. Sections 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.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Sections 276a to 276a-7), the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Section 874), the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333) regarding labor standards for federally assisted construction subagreements.

14. Will comply with the 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.

15. 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. Section 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. Section 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. Section 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. 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 preservation of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.

19. Will comply with all applicable requirements of all other Federal laws, Executive Orders, regulations and policies governing this program.

20. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.

21. It will obtain approval by the appropriate Federal agency of the final working drawings and specifications before the project is advertised or placed on the market for bidding; that it will construct the project, or cause it to be constructed, to final completion in accordance with the application and approved plans and specifications; that it will submit to the appropriate Federal agency for prior approval changes that alter the cost of the project, use of space, or functional layout, that it will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the construction grant program(s) have been met.

22. It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the applicable Federal, State, and local agencies for the maintenance and operation of such facilities.

23. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," Number A117. - 1961, as modified (41 CFR 101-17.703). The applicant will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.

24. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transfer, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

25. In making subgrants with nonprofit institutions under this Comprehensive Cooperative Agreement, it agrees that such grants will be subject to OMB Circular A-122, "Cost Principles for Non-profit Organizations" included in Vol. 49, Federal Register, pages 18260 through 18277 (April 27, 1984).

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND
OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 44 CFR Part 18, "New Restrictions on Lobbying; and 28 CFR Part 17, "Government-wide Debarment and suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Federal Emergency Management Agency (FEMA) determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

A. As required by section 1352, Title 31 of the U.S. Code, and implemented at 44 CFR Part 18, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 44 CFR Part 18, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any other funds 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 an employee of Congress, or employee of a member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontract(s) and that all subrecipients shall certify and disclose accordingly..

Standard Form LLL, "Disclosure of Lobbying Activities" attached.
(This form must be attached to certification if nonappropriated funds are to be used to influence activities.)

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR Part 67, for prospective participants in primary covered transactions, as defined at 44 CFR Part 17, Section 17.510-A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or perform a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 44 CFR Part 17, Subpart F, for grantees, as defined at 44 CFR Part 17, Sections 17.615 and 17.620:

A. The applicant certifies that it will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant to be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and

(2) Notify the employee in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to the applicable FEMA awarding office, i.e., regional office or FEMA office.

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

8. the grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, City, County, State, Zip code)

CTECC

5010 Old Manor Road

Austin, Texas 78723

Check if there are workplaces on file that are not identified here.

Section 17.630 of the regulations provide that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for FEMA funding. States and State agencies may elect to use a Statewide certification.



| | |
|----------------------------|--|
| For Comptroller's Use Only | |
| | |

Direct Deposit Authorization

This form may be used by vendors, individual recipients or state employees to receive payments from the state of Texas by direct deposit or to change/cancel existing direct deposit information.

Transaction Type

| | | |
|-----------|--|--|
| SECTION 1 | <input checked="" type="checkbox"/> New setup (Sections 2, 3, 4 and 5 - Section 6 is optional) | <input type="checkbox"/> Change account type (Sections 2, 3, 4 and 5 - Section 6 is optional) |
| | <input type="checkbox"/> Change financial institution (Sections 2, 3, 4 and 5 - Section 6 is optional) | <input type="checkbox"/> Cancellation (Sections 2 and 5 - Sections 7 and 8 for state agency use) |
| | <input type="checkbox"/> Change account number (Sections 2, 3, 4 and 5 - Section 6 is optional) | |

Payee Identification

| | | | | | | |
|-----------|--|--|--|-------------------|--|---------------------|
| SECTION 2 | Payee type | <input type="checkbox"/> State employee | <input type="checkbox"/> Texas Identification Number (TIN) | 7 4 6 0 0 0 1 9 2 | Mail code (If not known, leave blank.) | |
| | <input type="checkbox"/> Vendor or other recipient | <input checked="" type="checkbox"/> Employer Identification Number (EIN) | <input type="checkbox"/> Social Security Number (SSN)* | | | |
| | Payee name | Travis County | | | Phone number | (512) 854-9365 ext. |
| | Mailing address | PO Box 1748 | City | Austin | State | TX |
| | | | | | ZIP code | 78767 |

Financial Institution (Completion by financial institution is recommended.)

| | | | | | | | |
|-----------|---|-----------------------|---|---------------------|-------------------------|---------------------|---|
| SECTION 3 | Financial institution name | JP Morgan Chase Bank | | City | Austin | State | TX |
| | Routing transit number (8 digits) | 1 1 1 0 - 0 0 6 1 - 4 | Customer account number (maximum 17 characters) | 1 8 2 1 8 8 6 5 9 3 | | Type of account | <input checked="" type="checkbox"/> Checking <input type="checkbox"/> Savings |
| | Financial representative name (optional) | | | | Title (optional) | | |
| | Financial representative signature (optional) | | | | Phone number (optional) | (512) 479-2029 ext. | Date (optional) |

International Payments Verification (required)

| | | | |
|-------|--|------------------------------|--|
| SEC 4 | Will these payments be forwarded to a financial institution outside the United States? | <input type="checkbox"/> YES | <input checked="" type="checkbox"/> NO |
| | If "YES," also complete the ACH (Direct Deposit) Payment Destination Confirmation (Form 74-227). | | |

Authorization for Setup, Changes or Cancellation (required)

| | | | | |
|-----------|--|------------------------------|--------------|-------------------------------------|
| SECTION 5 | I authorize the Texas Comptroller of Public Accounts to deposit my payments from the state of Texas to my financial institution electronically. I understand that the Texas Comptroller of Public Accounts will reverse any payments made to my account in error. I further understand that the Texas Comptroller of Public Accounts will comply at all times with the National Automated Clearing House Association's rules. (For further information on these rules, please contact your financial institution.) | | | |
| | sign here | <i>Dolores Ortega Carter</i> | Printed name | Dolores Ortega Carter, CO Treasurer |
| | | | Date | 1-23-14 |

Cancellation by Agency (for state agency use)

| | | |
|-------|--------|------|
| SEC 6 | Reason | Date |
| | | |

Authorized Signature (for state agency use)

| | | | |
|-----------|-----------|--------------|---------------|
| SECTION 7 | sign here | Signature | Date |
| | | Phone number | Agency number |
| | | Agency name | |
| | | Comments | |

Please return your completed form to:

TRAVEL POLICY CERTIFICATION

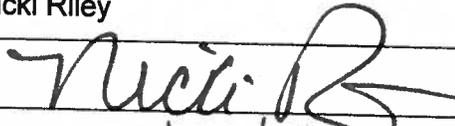
| | |
|---------------------------|---------------|
| Jurisdiction Name: | Travis County |
|---------------------------|---------------|

Check one of the two blocks below

This jurisdiction has no qualifying travel regulations. EMPG participants requesting reimbursement for travel expenditures will do so in accordance with State of Texas travel regulations and reimbursement rates as published by the Texas Comptroller of Public Accounts. State travel regulations are available at <https://fmx.cpa.state.tx.us/fmx/travel/texttravel/index.php>

OR

This jurisdiction has its own qualifying travel policy, a copy of which is attached. EMPG participants requesting reimbursement for travel expenditures will do so in accordance with that policy.

| | |
|--|--|
| Name of Grant Financial Officer (Printed or Typed) | Nicki Riley |
| Original Signature of Grant Financial Officer |  |
| Date Signed | 1/22/14 |

⇒ **Rule #12. Use of the Central Support Services Accounts Is Restricted to 500 or Fewer Mailing Labels, Address Mailings or Copies Unless the Mailing or Copy Is: (1) Required by Law; or (2) Specifically Approved by the Commissioners Court.**

The Travis County Reprographics Service Center (TCRSC) must keep one file copy of all documents printed and indicate the number of copies made. TCRSC resources cannot be used to print more than 500 copies a month of the same letter, newsletter or notice unless the additional copies are: (1) required by law; or (2) specifically approved by the Commissioners Court.

The TCRSC may only print official documents of Travis County government or those authorized by the Commissioners Court. Offices or departments placing printing orders must affirm on the work order that the materials ordered are for official Travis County business. Projects shall be printed as 2-sided unless 1-sided is specified and the office or department provides a reason.

If a non-county agency submits a work order for printing services, the work order must have a copy of the contract authorizing TCRSC to do the printing.

⇒ **Rule #13. Offices and Departments May Only Authorize the Payment of Travel Costs Incurred by County Employees, Officials and Other Authorized Persons that is Necessary and Related to Official Travis County Business.**

Travis County only pays for travel that is necessary and related to official Travis County business.

Employees must obtain office or department approval for their travel before expenses are incurred. Travel that is not encumbered prior to the expense being incurred may require Commissioners Court approval.

Travis County may pay travel vendors directly or reimburse County employees, officials and other authorized persons who have traveled for County business.

Employees are responsible for any costs associated with failing to cancel travel arrangements in a timely manner. Exceptions are granted on an individual basis for reasons such as illness or emergency.

Certain grants limit the amount and type of reimbursable travel expenditures. Travelers must work with the County Auditor's Grant Analyst to verify that any proposed travel is in accordance with the grant agreement before travel begins.

Any requests to travel outside the continental United States require Commissioners Court approval. Travel relating to criminal extradition, investigation, prosecutions, or similar situations is exempted from this rule.

Elected and appointed officials may establish travel policies for their own offices or departments and may reimburse at a rate less than the County rate. Such variations from the policy may result in tax consequences for the traveler.

Reimbursement Rates

Reimbursements rates for Fiscal Year 2014 follow IRS standard rates effective at the time of travel.

Meals are reimbursed using the US General Services Administration (GSA) domestic per diem rates, which vary by the travel destination. Reimbursement for actual meal expenses, with receipts, is \$60 a day plus 15% gratuity.

The County Auditor is responsible for managing the travel reimbursement process. All travelers must follow the County Auditor's Travel Guidelines, located on the County intranet, Travis Central, under the Resources page. These guidelines ensure the County meets the IRS requirements for an *accountable plan*. They also provide detailed instructions on how to submit a travel encumbrance request, how to submit a travel reimbursement expense report, the necessary supporting documentation that must accompany the travel encumbrance request and travel reimbursement expense report, the reimbursement rates for various travel categories, and submission deadlines.

Expenses Not Eligible for Reimbursement

Expenses not eligible for reimbursement include:

Extracurricular activities such as golf, tennis, entertainment, movies, tours, sports events, or non-business events along with any related costs for such extracurricular activities (e.g., transportation to an extracurricular activity)

First class travel

Items for which a detailed receipt is not available (e.g., hotel mini bar items)

Alcoholic beverages

Fines or penalties for violation of the law (e.g., parking tickets, speeding tickets)

Expenses related to a traveling companion (e.g., spouse)

Mileage for County owned vehicles

Personal expenses

Complimentary expenses (i.e., an expense paid for, or provided by, an organization or entity outside the County, by virtue of the Traveler's business activities or employment.

Food and beverages provided at meetings, training for County staff, retreats or training provided on County property. This does not apply if the expense is grant allowable.

Meals and lodging when the traveler was not required to be out of the Metropolitan Statistical Area (MSA) overnight. Meals that are included in a conference registration fee are excluded from this prohibition. The MSA includes Bastrop, Caldwell, Hays, Travis and Williamson counties.

Other Special Situations

Offices and departments must work with the County Auditor's Office when making travel arrangements where alternate transportation mode, accommodations, or schedule are proposed.

Reimbursement of food and beverages for a group are allowed in certain instances when County employees are deployed to perform emergency or public safety duties.

⇒ **Rule #14. The Commissioners Court May Approve the Use of County Funds to Pay for Travel Arrangements, Food and Non-Alcoholic Beverages to Entertain Applicants When Recruiting Nationally for Top Level Positions.**

Commissioners Court approval must be granted before travel for a job applicant to be reimbursed. The job applicant is reimbursed for the actual expense incurred not to exceed the rates used for County personnel. The County does not use per diem rates for non-County employees. Meals may only be reimbursed up to \$60 per day plus 15% gratuity if receipts are submitted.

If the job applicant is hired, moving expenses and employment agency fees may also be paid for these positions if approved in advance by the Commissioners Court and receipts are submitted. Offices and departments must notify Payroll before any expenses are paid. To be non-taxable, reimbursement requests must be submitted to the County Auditor with receipts no later than 60 days after the expenses are incurred. If reimbursement requests are submitted over 60 days after the expenses were incurred, the amount of the reimbursement must be reported to the IRS as income for the job applicant.

⇒ **Rule #15. Offices and Departments Must Comply with Chapter 39, Wireless Communications Policy, of the Travis County Code.**

⇒ **Rule #16. Grants From Public or Private Sources Received During the Fiscal Year Are Budgeted by the Commissioners Court Upon Certification of the Revenue by the County Auditor. Applications For Grants Must Be Submitted in Accordance with the Rules in Appendix 2.**



**TRAVIS COUNTY
FY 14 GRANT SUMMARY SHEET**

Contract #:
SAP #:

| | | |
|-----------------------|--|---|
| Check One: | Application Approval: <input type="checkbox"/> | Permission to Continue: <input type="checkbox"/> |
| | Contract Approval: <input checked="" type="checkbox"/> | Status Report: <input type="checkbox"/> |
| Check One: | Original: <input checked="" type="checkbox"/> | Amendment: <input type="checkbox"/> |
| Check One: | New Grant: <input type="checkbox"/> | Continuation Grant: <input checked="" type="checkbox"/> |
| Department/Division: | Travis County Sheriff's Office - Law Enforcement | |
| Contact Person/Title: | Julie Cullen / Planner | |
| Phone Number: | (512) 854-4669 | |

| | | | |
|--|---|---|---------------------------------|
| Grant Title: | Tx DOT Impaired Driving Mobilization | | |
| Grant Period: | From: <input type="text" value="Jan 13, 2014"/> | To: <input type="text" value="Sep 30, 2014"/> | |
| Fund Source: | Federal: <input checked="" type="checkbox"/> | State: <input type="checkbox"/> | Local: <input type="checkbox"/> |
| Grantor: | Texas Department of Transportation (Tx DOT) | | |
| Will County provide grant funds to a sub-recipient? | Yes: <input type="checkbox"/> | No: <input checked="" type="checkbox"/> | |
| Are the grant funds pass-through from another agency? If yes, list originating agency below. | Yes: <input checked="" type="checkbox"/> | No: <input type="checkbox"/> | |
| Originating Grantor: | National Highway Traffic Safety Administration | | |

| Budget Categories | Grant Funds | County Cost Share | Budgeted County Contribution #595010 (Cash Match) | In-Kind | TOTAL |
|--------------------|--------------|-------------------|---|---------|--------------|
| Personnel: | \$ 20,099.70 | \$ 4,576.34 | \$ 0.00 | \$ 0.00 | \$ 24,676.04 |
| Operating: | \$ 0.00 | \$ 2,457.00 | \$ 0.00 | \$ 0.00 | \$ 2,457.00 |
| Capital Equipment: | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| Indirect Costs: | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| Totals: | \$ 20,099.70 | \$ 7,033.34 | \$ 0.00 | \$ 0.00 | \$ 27,133.04 |
| FTEs: | 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 |
| | \$ 0.00 | \$ 0.00 | \$ 0.00 | 0.00 | |

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

| Performance Measures | | | | | |
|--------------------------------------|--------------|-------------------------|----------------------------|----------------------------|----------------------------|
| # | Measure | Actual FY 12 Measure | Projected FY 13 Measure | Projected FY 14 Measure | Projected FY 15 Measure |
| + - Applicable Departmental Measures | | | | | |
| 1. | DWI Bookings | 575 | 653 | 699 | |
| 2. | | | | | |
| 3. | | | | | |
| + - Measures for the Grant | | | | | |
| 1. | | | | | |
| Outcome Impact Description | | | | | |
| 2. | | | | | |
| Outcome Impact Description | | | | | |
| 3. | | | | | |
| Outcome Impact Description | | | | | |

PBO Recommendation:

The Travis County Sheriff's Office is requesting approval of a grant contract with the Texas Department of Transportation to continue a program that will provides pass through federal funding for overtime resources for driving while intoxicated enforcement. The grant match is met through the existing budget. No additional funds are required by the grant.

PBO recommends approval.

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

This project will increase TCSO efforts to conduct DWI enforcement during targeted holiday periods. Currently, TCSO has a DWI enforcement unit, this project will enable the unit to provide extra enforcement hours, coupled with increased media activity as part of the state's "Drink / Drive / Go to Jail" campaign, as well as work in conjunction with the national Impaired Driving Mobilization campaign.

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

None

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

A 25% match is required. The match is comprised of vehicle usage, supervisory oversight, and public information and education costs. Vehicular cost are calculated using data from the previous year. We have estimated that the County will incur 3,900 miles on patrol vehicles. Based on the grantor's vehicle mileage calculator, the reimbursement rate is \$0.63, for a total of \$2,457.00. In addition, an estimated 51 hours of supervisory oversight, duty hours, and public information and education costs will be incurred by the County at a cost of \$4,576.34. The match will be met through the existing budget and no additional resources are required.

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

In accordance with grant rules, projects totaling less than \$50,000 may waive the indirect costs.

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.

N/A

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

This project is not new, TCSO has an existing DWI enforcement unit. The project will allow the unit to provide additional target patrols for DWI enforcement during high risk holiday seasons with the funding coming from TxDOT.

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 will enhance our current operations by providing additional officers on the streets to target these offenses, as well as increasing our public education components with targeting of high-volume dates and events.



JAMES N. SYLVESTER
Chief Deputy

GREG HAMILTON

TRAVIS COUNTY SHERIFF

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

PHYLLIS CLAIR
Major – Law Enforcement

DARREN LONG
Major – Corrections

MARK SAWA
Major - Administration & Support

January 13, 2014

MEMORANDUM

TO: The Travis County Commissioners Court

FROM: Julie Cullen, Planner
TCSO - Research, Planning & Response Unit

SUBJECT: Texas Department of Transportation Selective Traffic Enforcement Program Impaired Driving Mobilization (IDM) Grant 2014

According to the Texas Motor Vehicle Crash Statistics for 2012¹, there were a total of 25,671 alcohol related crashes in Texas, of which 6.4% of these crashes, or 1,642, happened within Travis County. Of these 1,642 crashes, there were 32 fatalities and 490 serious injuries crashes resulting in 33 fatalities and 669 serious injuries. Sadly, Travis County ranks 5th for fatalities and fatal crashes, and 4th in the State for alcohol related accidents. To further expand, the following data is specific to Travis County and was provided by The Texas Department of Transportation (TxDOT) in the DUI (Alcohol) Crashes and Injuries by County Report, for the years of 2008 to 2012:

| Year | Driver Fatalities | Crash Fatalities | Fatalities | Serious Injury Crashes | Serious Injuries | Other Injury Crashes | Other Injuries | Non Injury Crashes | Unknown Severity | Total Crashes |
|-------|-------------------|------------------|------------|------------------------|------------------|----------------------|----------------|--------------------|------------------|---------------|
| 2012 | 23 | 32 | 33 | 490 | 669 | 260 | 450 | 744 | 116 | 1,642 |
| 2011 | 19 | 24 | 28 | 377 | 512 | 263 | 472 | 655 | 98 | 1,417 |
| 2010 | 29 | 40 | 41 | 440 | 617 | 205 | 368 | 673 | 82 | 1,440 |
| 2009 | 18 | 31 | 33 | 385 | 560 | 279 | 456 | 734 | 134 | 1,563 |
| 2008 | 24 | 29 | 31 | 384 | 549 | 333 | 537 | 770 | 126 | 1,642 |
| Total | 113 | 156 | 166 | 2,076 | 2,907 | 1,340 | 2,283 | 3,576 | 556 | 7,704 |

The Travis County Sheriff's Office (TCSO) was asked to continue its participation in the Impaired Driving Mobilization (IDM) program offered by TxDOT. The funds being offered are provided to enhance operations with a specialized goal of apprehending violators in our jurisdiction. These efforts are part of our ongoing objectives to reduce traffic accidents, injuries and fatalities that result from alcohol related behaviors. Performance objectives for the overtime associated with this grant includes:

- Conduct focused DWI saturation patrols within high risk locations during times when alcohol-related crashes are most frequent.

¹ Texas. Department of Transportation. *DUI (Alcohol) Crashes and Injuries by County*. Texas Department of Transportation, 2013. Web. 13 Dec. 2013.

- Providing public information during the target periods, and conduct pre and post earned media activities for each holiday period.
- Maintaining normal efforts in traffic and anti-DWI enforcement during the target periods.

Over the past several years, TCSO has participated in this, and similar, selective traffic enforcement program grants, which have paid for overtime in order for officers to focus on drivers operating under the influence of alcohol. While participating in 2012 and 2013, TCSO officers were able to make 29 and 32 additional DWI arrests.

Historically, this grant provided funding which focused on three major holidays. TCSO will target the following holiday waves for this increased enforcement:

- Spring Break – March 7 – 23, 2014
- Independence Day – June 27 – July 7, 2014
- Labor Day – August 15 – September 2, 2014

TCSO is asking for the Court's support and approval by accepting the offered funding under the TxDOT IDM program. This grant will provide up to \$20,099.70 for deputy overtime and fringe in order to target this particular offense. The required 25% match funding will be provided in the form of supervisory oversight and documentation for the program, public information and educational efforts, as well as the costs associated with vehicle usage.

Your authorization to accept this funding will assist in our targeted efforts to reduce accidents and deaths caused by drivers operating under the influence.

Please do not hesitate to call me at extension 4-4669 if you have any questions or comments.

Texas Traffic Safety eGrants

Fiscal Year 2014

Organization Name: Travis County Sheriff's Office

Legal Name: County of Travis

Payee Identification Number: 17460001922000

Project Title:

ID: 2014-Travis County SO-IDM-00028

Period: 10/01/2013 to 09/30/2014

Travis County Sheriff's Office
STEP - IDM - 2014

TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

THE STATE OF TEXAS
THE COUNTY OF TRAVIS

THIS AGREEMENT IS MADE BY and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the Department and the, **County of Travis** hereinafter called the Subgrantee, and becomes effective then fully executed by both parties. For the purpose of this agreement, the Subgrantee is designated as a(n) **Local Government**.

AUTHORITY: Texas Transportation Code, Chapter 723, the Traffic Safety Act of 1967, and the Highway Safety Performance Plan for the Fiscal Year 2014.

Name of the Federal Agency: **National Highway Traffic Safety Administration**

Contract Number:

CFDA Number:

CFDA Title:

Funding Source: Section

DUNS: **030908842**

Project Title: STEP Impaired Driving Mobilization

Grant Period: This Grant becomes effective on **10/01/2013** or on the date of final signature of both parties, whichever is later, and ends on **09/30/2014** unless terminated or otherwise modified.

Total Awarded: **\$27,133.04**

Amount Eligible for Reimbursement by the Department: **\$20,099.70**

Match Amount provided by the Subgrantee: **\$7,033.33**

Travis County Sheriff's Office
STEP - IDM - 2014

TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

The signatory of the Subgrantee hereby represents and warrants that she/he is an officer of the organization for which she/he has executed this agreement and that she/he has full and complete authority to enter into this agreement on behalf of the organization.

THE SUBGRANTEE

THE STATE OF TEXAS

County of Travis
[Legal Name of Agency]

Executed for the Executive Director and
Approved for the Texas Transportation
Commission for the purpose and effect of
activating and/or carrying out orders, established
policies or work programs approved and
authorized by the Texas Transportation
Commission

By: _____
[Authorized Signature]

By: _____
[District Engineer Texas Department of
Transportation]

[Name]

[Name]

[Title]

[Title]

Date: _____

Date: _____

Under the authority of Ordinance or
Resolution Number (for local government)
(If Applicable)

By: _____
Director, Traffic Operations Division Texas
Department of Transportation (Not required for
local project grants under \$100,000.00)

[Resolution Number]

Date: _____

Travis County Sheriff's Office
STEP - IDM - 2014

Texas Traffic Safety Program

GRANT AGREEMENT GENERAL TERMS AND CONDITIONS

ARTICLE 1. COMPLIANCE WITH LAWS

The Subgrantee shall comply with all federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws and regulations, and licensing laws and regulations. When required, the Subgrantee shall furnish the Department with satisfactory proof of compliance.

ARTICLE 2. STANDARD ASSURANCES

The Subgrantee assures and certifies that it will comply with the regulations, policies, guidelines, and requirements, including 49 CFR Part 18; 49 CFR Part 19 (OMB [Office of Management and Budget] Circular A-110); 49 CFR Part 225 (OMB Circular A-87); OMB Circular A-102; OMB Circular A-21; OMB Circular A-122; OMB Circular A-133; and the Department's Traffic Safety Program Manual, as they relate to the application, acceptance, and use of federal or state funds for this project. Also, the Subgrantee assures and certifies that:

- A. It possesses legal authority to apply for the grant; and that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained in the application, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide any additional information that may be required.
- B. It and its subcontractors will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), as amended, and in accordance with that Act, no person shall discriminate, on the grounds of race, color, sex, national origin, age, religion, or disability.
- C. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, as amended; 42 USC (United States Code) §§4601 et seq.; and United States Department of Transportation (USDOT) regulations, "Uniform Relocation and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR, Part 24, which provide for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.
- D. It will comply with the provisions of the Hatch Political Activity Act, which limits the political activity of employees. (See also Article 25, Lobbying Certification.)
- E. It will comply with the federal Fair Labor Standards Act's minimum wage and overtime requirements for employees performing project work.
- F. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

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- G. It will give the Department the access to and the right to examine all records, books, papers, or documents related to this Grant Agreement.
- H. It will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements.
- I. It recognizes that many federal and state laws imposing environmental and resource conservation requirements may apply to this Grant Agreement. Some, but not all, of the major federal laws that may affect the project include: the National Environmental Policy Act of 1969, as amended, 42 USC §§4321 et seq.; the Clean Air Act, as amended, 42 USC §§7401 et seq. and sections of 29 USC; the Federal Water Pollution Control Act, as amended, 33 USC §§1251 et seq.; the Resource Conservation and Recovery Act, as amended, 42 USC §§6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 USC §§9601 et seq. The Subgrantee also recognizes that the U.S. Environmental Protection Agency, USDOT, and other federal agencies have issued, and in the future are expected to issue, regulations, guidelines, standards, orders, directives, or other requirements that may affect this Project. Thus, it agrees to comply, and assures the compliance of each contractor and each subcontractor, with any federal requirements that the federal government may now or in the future promulgate.
- J. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 USC §4012a(a). Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where that insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any form of direct or indirect federal assistance.
- K. It will assist the Department in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470 et seq.), Executive Order 11593, and the Antiquities Code of Texas (National Resources Code, Chapter 191).
- L. It will comply with Chapter 573 of the Texas Government Code by ensuring that no officer, employee, or member of the Subgrantee's governing board or the Subgrantee's subcontractors shall vote or confirm the employment of any person related within the second degree of affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise that person. This prohibition shall not apply to the employment of a person described in Section 573.062 of the Texas Government Code.
- M. It will ensure that all information collected, assembled, or maintained by the applicant relative to this project shall be available to the public during normal business hours in compliance with Chapter 552 of the Texas Government Code, unless otherwise expressly provided by law.
- N. If applicable, it will comply with Chapter 551 of the Texas Government Code, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

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ARTICLE 3. COMPENSATION

- A. The method of payment for this agreement will be based on actual costs incurred up to and not to exceed the limits specified in the Project Budget. The amount included in the Project Budget will be deemed to be an estimate only and a higher amount can be reimbursed, subject to the conditions specified in paragraph B of this Article. If the Project Budget specifies that costs are based on a specific rate, per-unit cost, or other method of payment, reimbursement will be based on the specified method.
- B. All payments will be made in accordance with the Project Budget.
1. The Subgrantee's expenditures may overrun a budget category (I, II, or III) in the approved Project Budget without a grant (budget) amendment, as long as the overrun does not exceed a total of five (5) percent per year of the maximum amount eligible for reimbursement (TxDOT) in the attached Project Budget for the current fiscal year. This overrun must be off-set by an equivalent underrun elsewhere in the Project Budget.
 2. If the overrun is five (5) percent or less, the Subgrantee must provide written notification to the Department, through the TxDOT Electronic Grants Management System (*eGrants*), prior to the Request for Reimbursement being approved. The notification must indicate the amount, the percent over, and the specific reason(s) for the overrun.
 3. Any overrun of more than five (5) percent of the amount eligible for reimbursement (TxDOT) in the attached Project Budget requires an amendment of this Grant Agreement.
 4. The maximum amount eligible for reimbursement shall not be increased above the Grand Total TxDOT Amount in the approved Project Budget, unless this Grant Agreement is amended, as described in Article 5 of this agreement.
 5. For Selective Traffic Enforcement Program (STEP) grants *only*: In the Project Budget, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or B, "PI&E Activities," to exceed the TxDOT amount listed in Subcategory C, "Other." Also, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or C, "Other," to exceed the TxDOT amount listed in Subcategory B, "PI&E Activities." The TxDOT amount for Subcategory B, "PI&E Activities," or C, "Other," can only be exceeded within the five (5) percent flexibility, with underrun funds from Budget Categories II or III.
- C. To be eligible for reimbursement under this agreement, a cost must be incurred in accordance with the Project Budget, within the time frame specified in the Grant Period of this Grant Agreement, attributable to work covered by this agreement, and which has been completed in a manner satisfactory and acceptable to the Department.
- D. Federal or TxDOT funds cannot supplant (replace) funds from any other sources. The term "supplanting," refers to the use of federal or TxDOT funds to support personnel or an activity already supported by local or state funds.
- E. Payment of costs incurred under this agreement is further governed by one of the following

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cost principles, as appropriate, outlined in:

1. OMB Circular A-21, Cost Principles for Educational Institutions;
 2. 49 CFR Part 225 (OMB Circular A-87), Cost Principles for State, Local, and Indian Tribal Governments; or,
 3. OMB Circular A-122, Cost Principles for Nonprofit Organizations.
- F. The Subgrantee agrees to submit monthly or quarterly Requests for Reimbursement, as designated in this Grant Agreement, within thirty (30) days after the end of the billing period. The Request for Reimbursement and appropriate supporting documentation must be submitted through *eGrants*.
- G. The Subgrantee agrees to submit the final Request for Reimbursement under this agreement within forty-five (45) days of the end of the grant period.
- H. Payments are contingent upon the availability of appropriated funds.
- I. Project agreements supported with federal or TxDOT funds are limited to the length of this Grant Period specified in this Grant Agreement. If the Department determines that the project has demonstrated merit or has potential long-range benefits, the Subgrantee may apply for funding assistance beyond the initial agreement period. Preference for funding will be given to those projects for which the Subgrantee has assumed some cost sharing, those which propose to assume the largest percentage of subsequent project costs, and those which have demonstrated performance that is acceptable to the Department.

ARTICLE 4. LIMITATION OF LIABILITY

Payment of costs incurred under this agreement is contingent upon the availability of funds. If at any time during this Grant Period, the Department determines that there is insufficient funding to continue the project, the Department shall notify the Subgrantee, giving notice of intent to terminate this agreement, as specified in Article 11 of this agreement. If at the end of a federal fiscal year, the Department determines that there is sufficient funding and performance to continue the project, the Department may notify the Subgrantee to continue this agreement.

ARTICLE 5. AMENDMENTS

This agreement may be amended prior to its expiration by mutual written consent of both parties, utilizing the Grant Agreement Amendment in *eGrants*. Any amendment must be executed by the parties within the Grant Period, as specified in this Grant Agreement.

ARTICLE 6. ADDITIONAL WORK AND CHANGES IN WORK

- A. If the Subgrantee is of the opinion that any assigned work is beyond the scope of this agreement and constitutes additional work, the Subgrantee shall promptly notify the Department in writing through *eGrants*. If the Department finds that such work does constitute additional work, the Department shall advise the Subgrantee and a written amendment to this agreement will be executed according to Article 5, Amendments, to provide compensation for doing this work on the same basis as the original work. If performance of the additional work will cause the maximum amount payable to be exceeded, the work will not be performed before a written grant amendment is executed.

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- B. If the Subgrantee has submitted work in accordance with the terms of this agreement but the Department requests changes to the completed work or parts of the work which involve changes to the original scope of services or character of work under this agreement, the Subgrantee shall make those revisions as requested and directed by the Department. This will be considered as additional work and will be paid for as specified in this Article.
- C. If the Subgrantee submits work that does not comply with the terms of this agreement, the Department shall instruct the Subgrantee to make any revisions that are necessary to bring the work into compliance with this agreement. No additional compensation shall be paid for this work.
- D. The Subgrantee shall make revisions to the work authorized in this agreement that are necessary to correct errors or omissions, when required to do so by the Department. No additional compensation shall be paid for this work.
- E. The Department shall not be responsible for actions by the Subgrantee or any costs incurred by the Subgrantee relating to additional work not directly associated with or prior to the execution of an amendment.

ARTICLE 7. REPORTING AND MONITORING

- A. Not later than thirty (30) days after the end of each reporting period, the Subgrantee shall submit a performance report through *eGrants*. For short-term projects, only one report submitted by the Subgrantee at the end of the project may be required. For longer projects, the Subgrantee will submit reports at least quarterly and preferably monthly. The frequency of the performance reports is established through negotiation between the Subgrantee and the program or project manager. For Selective Traffic Enforcement Programs (STEPS), performance reports must be submitted monthly.
- B. The performance report will include, as a minimum: (1) a comparison of actual accomplishments to the objectives established for the period, (2) reasons why established objectives and performance measures were not met, if appropriate, and (3) other pertinent information, including, when appropriate, an analysis and explanation of cost underruns, overruns, or high unit costs.
- C. The Subgrantee shall promptly advise the Department in writing, through *eGrants*, of events that will have a significant impact upon this agreement, including:
 - 1. Problems, delays, or adverse conditions, including a change of project director or other changes in Subgrantee personnel, that will materially affect the ability to attain objectives and performance measures, prevent the meeting of time schedules and objectives, or preclude the attainment of project objectives or performance measures by the established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any Department or federal assistance needed to resolve the situation.
 - 2. Favorable developments or events that enable meeting time schedules and objectives sooner than anticipated or achieving greater performance measure output than originally projected.
- D. The Subgrantee shall submit the Final Performance Report through *eGrants* within thirty (30) days after completion of the grant.

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ARTICLE 8. RECORDS

The Subgrantee agrees to maintain all reports, documents, papers, accounting records, books, and other evidence pertaining to costs incurred and work performed under this agreement (called the "Records"), and shall make the Records available at its office for the time period authorized within the Grant Period, as specified in this Grant Agreement. The Subgrantee further agrees to retain the Records for four (4) years from the date of final payment under this agreement, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

Duly authorized representatives of the Department, the USDOT, the Office of the Inspector General, Texas State Auditor, and the Comptroller General shall have access to the Records. This right of access is not limited to the four (4) year period but shall last as long as the Records are retained.

ARTICLE 9. INDEMNIFICATION

- A. To the extent permitted by law, the Subgrantee, if other than a government entity, shall indemnify, hold, and save harmless the Department and its officers and employees from all claims and liability due to the acts or omissions of the Subgrantee, its agents, or employees. The Subgrantee also agrees, to the extent permitted by law, to indemnify, hold, and save harmless the Department from any and all expenses, including but not limited to attorney fees, all court costs and awards for damages incurred by the Department in litigation or otherwise resisting claims or liabilities as a result of any activities of the Subgrantee, its agents, or employees.
- B. To the extent permitted by law, the Subgrantee, if other than a government entity, agrees to protect, indemnify, and save harmless the Department from and against all claims, demands, and causes of action of every kind and character brought by any employee of the Subgrantee against the Department due to personal injuries to or death of any employee resulting from any alleged negligent act, by either commission or omission on the part of the Subgrantee.
- C. If the Subgrantee is a government entity, both parties to this agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.

ARTICLE 10. DISPUTES AND REMEDIES

This agreement supercedes any prior oral or written agreements. If a conflict arises between this agreement and the Traffic Safety Program Manual, this agreement shall govern. The Subgrantee shall be responsible for the settlement of all contractual and administrative issues arising out of procurement made by the Subgrantee in support of work under this agreement. Disputes concerning performance or payment shall be submitted to the Department for settlement, with the Executive Director or his or her designee acting as final referee.

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ARTICLE 11. TERMINATION

- A. This agreement shall remain in effect until the Subgrantee has satisfactorily completed all services and obligations described in this agreement and these have been accepted by the Department, unless:
1. This agreement is terminated in writing with the mutual consent of both parties; or
 2. There is a written thirty (30) day notice by either party; or
 3. The Department determines that the performance of the project is not in the best interest of the Department and informs the Subgrantee that the project is terminated immediately.
- B. The Department shall compensate the Subgrantee for only those eligible expenses incurred during the Grant Period specified in this Grant Agreement that are directly attributable to the completed portion of the work covered by this agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. The Subgrantee shall not incur nor be reimbursed for any new obligations after the effective date of termination.

ARTICLE 12. INSPECTION OF WORK

- A. The Department and, when federal funds are involved, the USDOT, or any of their authorized representatives, have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this agreement and the premises in which it is being performed.
- B. If any inspection or evaluation is made on the premises of the Subgrantee or its subcontractor, the Subgrantee shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in a manner that will not unduly delay the work.

ARTICLE 13. AUDIT

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

ARTICLE 14. SUBCONTRACTS

A subcontract in excess of \$25,000 may not be executed by the Subgrantee without prior written concurrence by the Department. Subcontracts in excess of \$25,000 shall contain all applicable terms and conditions of this agreement. No subcontract will relieve the Subgrantee of its responsibility under this agreement.

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ARTICLE 15. GRATUITIES

- A. Texas Transportation Commission policy mandates that employees of the Department shall not accept any benefit, gift, or favor from any person doing business with or who, reasonably speaking, may do business with the Department under this agreement. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Department's Executive Director.
- B. Any person doing business with or who reasonably speaking may do business with the Department under this agreement may not make any offer of benefits, gifts, or favors to Department employees, except as mentioned here above. Failure on the part of the Subgrantee to adhere to this policy may result in termination of this agreement.

ARTICLE 16. NONCOLLUSION

The Subgrantee warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Subgrantee, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this agreement. If the Subgrantee breaches or violates this warranty, the Department shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, contingent fee, or gift.

ARTICLE 17. CONFLICT OF INTEREST

The Subgrantee represents that it or its employees have no conflict of interest that would in any way interfere with its or its employees' performance or which in any way conflicts with the interests of the Department. The Subgrantee shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the Department's interests.

ARTICLE 18. SUBGRANTEE'S RESOURCES

- A. The Subgrantee certifies that it presently has adequate qualified personnel in its employment to perform the work required under this agreement, or will be able to obtain such personnel from sources other than the Department.
- B. All employees of the Subgrantee shall have the knowledge and experience that will enable them to perform the duties assigned to them. Any employee of the Subgrantee who, in the opinion of the Department, is incompetent or whose conduct becomes detrimental to the work, shall immediately be removed from association with the project.
- C. Unless otherwise specified, the Subgrantee shall furnish all equipment, materials, supplies, and other resources required to perform the work.

ARTICLE 19. PROCUREMENT AND PROPERTY MANAGEMENT

The Subgrantee shall establish and administer a system to procure, control, protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement in accordance with its own procurement and property management procedures, provided that the procedures are not in conflict with (1) the Department's

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procurement and property management standards and (2) the federal procurement and property management standards provided by:

- A. 49 CFR, Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," or
- B. 49 CFR, Part 19 (OMB Circular A-110), "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations."

ARTICLE 20. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Upon completion or termination of this Grant Agreement, whether for cause or at the convenience of the parties, all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc. prepared by the Subgrantee, and equipment and supplies purchased with grant funds shall, at the option of the Department, become the property of the Department. All sketches, photographs, calculations, and other data prepared under this agreement shall be made available, upon request, to the Department without restriction or limitation of their further use.

- A. Intellectual property consists of copyrights, patents, and any other form of intellectual property rights covering any databases, software, inventions, training manuals, systems design, or other proprietary information in any form or medium.
- B. All rights to Department. The Department shall own all of the rights (including copyrights, copyright applications, copyright renewals, and copyright extensions), title and interests in and to all data, and other information developed under this contract and versions thereof unless otherwise agreed to in writing that there will be joint ownership.
- C. All rights to Subgrantee. Classes and materials initially developed by the Subgrantee without any type of funding or resource assistance from the Department remain the Subgrantee's intellectual property. For these classes and materials, the Department payment is limited to payment for attendance at classes.

ARTICLE 21. SUCCESSORS AND ASSIGNS

The Department and the Subgrantee each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of the other party in respect to all covenants of this agreement. The Subgrantee shall not assign, sublet, or transfer interest and obligations in this agreement without written consent of the Department through *eGrants*.

ARTICLE 22. CIVIL RIGHTS COMPLIANCE

- A. Compliance with regulations: The Subgrantee shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the USDOT: 49 CFR, Part 21; 23 CFR, Part 200; and 41 CFR, Parts 60-74, as they may be amended periodically (called the "Regulations"). The Subgrantee agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by the U.S. Department of Labor regulations (41 CFR, Part 60).
- B. Nondiscrimination: The Subgrantee, with regard to the work performed during the period of

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this agreement, shall not discriminate on the grounds of race, color, sex, national origin, age, religion, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment.

- C. Solicitations for subcontracts, including procurement of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Subgrantee for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Subgrantee of the Subgrantee's obligations under this agreement and the regulations relative to nondiscrimination on the grounds of race, color, sex, national origin, age, religion, or disability.
- D. Information and reports: The Subgrantee shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department or the USDOT to be pertinent to ascertain compliance with the Regulations or directives. Where any information required of the Subgrantee is in the exclusive possession of another who fails or refuses to furnish this information, the Subgrantee shall certify that to the Department or the USDOT, whichever is appropriate, and shall set forth what efforts the Subgrantee has made to obtain the requested information.
- E. Sanctions for noncompliance: In the event of the Subgrantee's noncompliance with the nondiscrimination provision of this agreement, the Department shall impose such sanctions as it or the USDOT may determine to be appropriate.
- F. Incorporation of provisions: The Subgrantee shall include the provisions of paragraphs A. through E. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives. The Subgrantee shall take any action with respect to any subcontract or procurement that the Department may direct as a means of enforcing those provisions, including sanctions for noncompliance. However, in the event a Subgrantee becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Subgrantee may request the Department to enter into litigation to protect the interests of the state; and in addition, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 23. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

- A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.
- B. The Subgrantee shall adopt, in its totality, the Department's federally approved DBE program.
- C. The Subgrantee shall set an appropriate DBE goal consistent with the Department's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Subgrantee shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. The Subgrantee shall follow all other parts of the Department's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas

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Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity and attachments found at web address
http://txdot.gov/business/business_outreach/mou.htm.

- E. The Subgrantee shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Subgrantee shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of USDOT-assisted contracts. The Department's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Subgrantee of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).
- F. Each contract the Subgrantee signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

ARTICLE 24. DEBARMENT AND SUSPENSION

- A. The Subgrantee certifies, to the best of its knowledge and belief, that it and its principals:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
 2. Have not within the three (3) year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local public transaction or contract under a public transaction; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 3. Are not presently indicted or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph A. 2. of this Article; and
 4. Have not, within the three (3) year period preceding this agreement, had one or more federal, state, or local public transactions terminated for cause or default.
- B. Where the Subgrantee is unable to certify to any of the statements in this Article, the Subgrantee shall attach an explanation to this agreement.

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- C. The Subgrantee is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Subgrantee certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549.
- D. The Subgrantee shall require any party to a subcontract or purchase order awarded under this Grant Agreement to certify its eligibility to receive federal grant funds, and, when requested by the Department, to furnish a copy of the certification.

ARTICLE 25. LOBBYING CERTIFICATION

In executing this agreement, each signatory certifies to the best of that signatory's knowledge and belief that:

- A. No federally appropriated funds have been paid or will be paid by or on behalf of the Subgrantee to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal 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 party to this agreement shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The Subgrantee 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. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 USC § 1352. 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.

ARTICLE 26. CHILD SUPPORT CERTIFICATION

Under Section 231.006, Texas Family Code, the Subgrantee certifies that the individual or business entity named in this agreement is not ineligible to receive the specified grant, loan, or payment and acknowledges that this agreement may be terminated and payment may be withheld if this certification is inaccurate. If the above certification is shown to be false, the Subgrantee is liable to the state for attorney's fees and any other damages provided by law or the agreement. A child support obligor or business entity ineligible to receive payments because of a payment delinquency of more than thirty (30) days remains ineligible until: all arrearages have been paid; the obligor is in compliance with a written repayment agreement

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or court order as to any existing delinquency; or the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) of Section 231.006, Texas Family Code, as part of a court-supervised effort to improve earnings and child support payments.

ARTICLE 27. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT REQUIREMENTS

A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms:
<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

B. The Subgrantee agrees that it shall:

1. Obtain and provide to the State a Central Contracting Registry (CCR) number (Federal Acquisition Regulation, Part 4, Sub-part 4.1100) if this award provides for more than \$25,000 in Federal funding. The CCR number may be obtained by visiting the CCR web-site whose address is: <https://www.bpn.gov/ccr/default.aspx>;
2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the Federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
3. Report the total compensation and names of its top five (5) executives to the State if:
 - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

ARTICLE 28. SINGLE AUDIT REPORT

A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.

B. If threshold expenditures of \$500,000 or more are met during the Subgrantee's fiscal year, the Subgrantee must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at http://www.txdot.gov/contact_us/audit.htm.

C. If expenditures are less than \$500,000 during the Subgrantee's fiscal year, the Subgrantee must submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$500,000 expenditure threshold and therefore, are not required to have a single audit performed for FY _____."

D. For each year the project remains open for federal funding expenditures, the Subgrantee

Travis County Sheriff's Office
STEP - IDM - 2014

will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

ARTICLE 29. BUY AMERICA ACT

The Subgrantee will comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)), which contains the following requirements:

Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

ARTICLE 30. RESTRICTION ON STATE LOBBYING

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

ARTICLE 31. NONGOVERNMENTAL ENTITY'S PUBLIC INFORMATION

[This article applies only to non-profit entities]

The Subgrantee is required to make any information created or exchanged with the Department pursuant to this Grant Agreement and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the Department. [SB-1368, 83rd Texas Legislature, Regular Session, Effective 9/1/13]

Travis County Sheriff's Office
STEP - IDM - 2014

Goals and Strategies

Goal: To increase effective enforcement and adjudication of traffic safety-related laws to reduce fatal and serious injury crashes

Strategies: Increase enforcement of traffic safety-related laws.
Increase public education and information campaigns.

Goal: To reduce the number of DWI-related crashes, injuries, and fatalities.

Strategy: Increase enforcement of DWI laws.

X I agree to the above goals and strategies.

100

Travis County Sheriff's Office
STEP - IDM - 2014

Law Enforcement Objective/Performance Measure

| | |
|---|------|
| 1. Number and type citations/arrests to be issued under STEP | |
| a. Number of DWI arrests to be made during the Christmas/New Year's Operation | 0 |
| b. Number of DWI arrests to be made during the Spring Break Operation | 12 |
| c. Number of DWI arrests to be made during the Independence Day Operation | 17 |
| d. Number of DWI arrests to be made during the Labor Day Operation | 16 |
| 1. Number and type citations/arrests to be issued under STEP | |
| a. Number of DUI Minor arrests/citations to be made during the Christmas/New Year's Operation | 0 |
| b. Number of DUI Minor arrests/citations to be made during the Spring Break Operation | 0 |
| c. Number of DUI Minor arrests/citations to be made during the Independence Day Operation | 0 |
| d. Number of DUI Minor arrests/citations to be made during the Labor Day Operation | 0 |
| 3. Total Number of Enforcement Hours for Entire Grant Period | 321 |
| Step Indicator | 2.52 |

Note:

Nothing in this agreement shall be interpreted as a requirement, formal or informal, that a

Travis County Sheriff's Office
STEP - IDM - 2014

peace officer issue a specified or predetermined number of citations in pursuance of the Subgrantee's obligations hereunder.

In addition to the STEP enforcement activities, the subgrantee must maintain baseline non-STEP funded citation and arrest activity due to the prohibition of supplanting.

Travis County Sheriff's Office
STEP - IDM - 2014

PI&E Objective/Performance Measure

1. Complete administrative and general grant requirements
 - a. Number of Performance Reports to be submitted 3
 - b. Number of Requests for Reimbursement to be submitted 3

2. Support Grant efforts with a public information and education (PI&E) program
 - a. Conduct a minimum of one (1) presentation for each DWI operation period 3
 - b. Conduct a minimum of two (2) media exposures (e.g., news conferences, news releases, and interviews) for each DWI Operation period. 6
 - c. Conduct a minimum of one (1) community event (e.g., health fair, traffic safety booth) during the grant period 1
 - d. Produce the following number of public information and education materials if applicable. 0
 - e. Distribute the following number of public information and education materials if applicable. 0

Travis County Sheriff's Office
STEP - IDM - 2014

Budget Summary

| Budget Category | | TxDOT | Match | Total |
|---|-----------------------|--------------------|-------------------|--------------------|
| Category I - Labor Costs | | | | |
| (100) | Salaries | \$16,491.05 | \$3,754.70 | \$20,245.76 |
| (200) | Fringe Benefits | \$3,608.65 | \$821.63 | \$4,430.28 |
| | Category I Sub-Total | \$20,099.70 | \$4,576.33 | \$24,676.04 |
| Category II - Other Direct Costs | | | | |
| (300) | Travel | \$0 | \$2,457.00 | \$2,457.00 |
| (400) | Equipment | \$0 | \$0 | \$0 |
| (500) | Supplies | \$0 | \$0 | \$0 |
| (600) | Contractual Services | \$0 | \$0 | \$0 |
| (700) | Other Miscellaneous | \$0 | \$0 | \$0 |
| | Category II Sub-Total | \$0 | \$2,457.00 | \$2,457.00 |
| Total Direct Costs | | \$20,099.70 | \$7,033.33 | \$27,133.04 |
| Category III - Indirect Costs | | | | |
| (800) | Indirect Cost Rate | \$0 | \$0 | \$0 |
| Summary | | | | |
| | Total Labor Costs | \$20,099.70 | \$4,576.33 | \$24,676.04 |
| | Total Direct Costs | \$0 | \$2,457.00 | \$2,457.00 |
| | Total Indirect Costs | \$0 | \$0 | \$0 |
| Grand Total | | \$20,099.70 | \$7,033.33 | \$27,133.04 |
| | Fund Sources | 74.08% | 25.92% | |

Travis County Sheriff's Office
STEP - IDM - 2014

Operational Plan

X I agree to the following

Comments:

Site Description

Jurisdiction Wide

Conduct focussed DWI saturation patrols within high risk locations during times when alcohol-related crashes are most frequent Conduct a minimum of 4 nights of DWI enforcement during each holiday period Conduct pre and post earned media activities for each holiday period

Christmas/New Year's Wave

Pre-Media Campaign

December 10, 2013 - December 12, 2013

Enforcement Period

December 13, 2013- January 2, 2014

Post-Media Campaign

January 6, 2014 - January 8, 2014

Spring Break Wave

Pre-Media Campaign

March 4, 2014 - March 6, 2014

Enforcement Period

March 7, 2014 - March 23, 2014

Post-Media Campaign

March 27, 2014 - March 28, 2014

Independence Day Wave

Pre-Media Campaign

June 24, 2014 - June 26, 2014

Enforcement Period

June 27, 2014 - July 7, 2014

**Travis County Sheriff's Office
STEP - IDM - 2014**

Post-Media Campaign July 11, 2014 - July 13, 2014

Labor Day Crackdown

Pre-Media Campaign August 12, 2014 - August 14, 2014

Enforcement Period August 15, 2014 - September 2, 2014

Post-Media Campaign September 6, 2014 - September 8, 2014

Description of Activities

Pre-Media Efforts Before Enforcement Periods: Conduct local media events immediately before the enforcement effort to maximize the visibility of enforcement to the public. The media events tell the public when, where, how and why impaired driving laws are being enforced.

Enforcement Periods: Intensify enforcement through coordinated saturation patrols in an overtime STEP placing primary emphasis on increasing DWI arrests and reducing the number of alcohol related traffic crashes during peak holiday traffic.

Post-Media Efforts After Enforcement Periods: Conduct local media events to tell the public why impaired driving laws are important and the results of the mobilization.



TRAVIS COUNTY FY 14 GRANT SUMMARY SHEET

Contract #:

SAP #:

| | | |
|-----------------------|--|---|
| Check One: | Application Approval: <input type="checkbox"/> | Permission to Continue: <input type="checkbox"/> |
| | Contract Approval: <input checked="" type="checkbox"/> | Status Report: <input type="checkbox"/> |
| Check One: | Original: <input checked="" type="checkbox"/> | Amendment: <input type="checkbox"/> |
| Check One: | New Grant: <input type="checkbox"/> | Continuation Grant: <input checked="" type="checkbox"/> |
| Department/Division: | Travis County Sheriff's Office - Crime Lab | |
| Contact Person/Title: | Julie Cullen, Planner | |
| Phone Number: | (512) 854-4669 | |

| | | | |
|--|---|---|---------------------------------|
| Grant Title: | 2013 Edward Byrne Justice Assistance Grant | | |
| Grant Period: | From: <input style="width: 100px;" type="text" value="Nov 13, 2013"/> | To: <input style="width: 100px;" type="text" value="Sep 30, 2016"/> | |
| Fund Source: | Federal: <input checked="" type="checkbox"/> | State: <input type="checkbox"/> | Local: <input type="checkbox"/> |
| Grantor: | City of Austin | | |
| Will County provide grant funds to a sub-recipient? | Yes: <input type="checkbox"/> | No: <input checked="" type="checkbox"/> | |
| Are the grant funds pass-through from another agency? If yes, list originating agency below. | Yes: <input checked="" type="checkbox"/> | No: <input type="checkbox"/> | |
| Originating Grantor: | US Dept of Justice - Bureau of Justice Assistance | | |

| Budget Categories | Grant Funds | County Cost Share | Budgeted County Contribution #595010 (Cash Match) | In-Kind | TOTAL |
|--------------------|---------------------|-------------------|---|----------------|---------------------|
| Personnel: | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| Operating: | \$ 20,260.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 20,260.00 |
| Capital Equipment: | \$ 60,000.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 60,000.00 |
| Indirect Costs: | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| Totals: | \$ 80,260.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 80,260.00 |
| FTEs: | 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 |
| | \$ 0.00 | \$ 0.00 | \$ 0.00 | 0.00 | |

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

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| Performance Measures | | | | | |
|--|---|-------------------------|-------------------------|----------------------------|----------------------------|
| # | Measure | Actual FY 12 Measure | Actual FY 13 Measure | Projected FY 14 Measure | Projected FY 15 Measure |
| + - Applicable Departmental Measures | | | | | |
| 1. | Latent print positive identifications | 78 | Unknown at this time | | |
| 2. | | | | | |
| 3. | | | | | |
| + - Measures for the Grant | | | | | |
| 1. | Increase in latent print hits and confirmations | | | | |
| Outcome Impact Description | | | | | |
| 2. | | | | | |
| Outcome Impact Description | | | | | |
| 3. | | | | | |
| Outcome Impact Description | | | | | |

PBO Recommendation:

The Travis County Sheriff's Office is requesting approval of the an interlocal with the City of Austin to receive the Fiscal Year 2013 Edward Byrne Memorial Justice Assistance Grant resources that will be used to purchase crime lab equipment. The County has approval interlocals with the City of Austin to receive this source of funding the past. There is no grant match requirement and we recommend approval to receive these one-time resources for equipment purchases.

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 grant funds will be used for the enhancement of equipment needs within the TCSO Crime Lab (TCSO CL).
 The project's goals are for the enhancement the current capabilities of TCSO CL latent print identification processes. The process of latent print identification requires verification and validation by two qualified latent print examiner. TCSO has recently gone through the process of qualifying two examiners in latent print analysis. If one print examiner has a hit verification, it is required that the verification be confirmed by a second examiner. These funds will be used to purchase a second workstation, as well as upgrade the current system; this will allow the examiners to work independently of each other and increase efficiency. The grant will also fund the purchase of additional equipment with high definition capabilities for print comparisons. This equipment will vastly improve the current small magnifying glass, or loop, method for print comparison, thus elevating the TCSO CL to Industry Standards.

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

TCSO will continue any maintenance or any other associated cost.

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

None required.

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

Not applicable.

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.

The funding will enhance the TCSO Crime lab, which is an existing department within TCSO. Upon completion of the funding, the Crime Lab will continue all current and newly developed functions.

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

The funding will enhance the current abilities of the TCSO Crime Lab, no new programs are being developed.

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 goal with enhancing Crime Lab equipment is to increase the number of latent print hits and confirmations completed by the crime lab staff.



GREG HAMILTON
TRAVIS COUNTY SHERIFF

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

RECEIVED

14 JAN 14 AM 10:24

JIM SYLVESTER
Chief Deputy

DARREN LONG
Travis County Corrections
PLANNING & BUDGET OFFICE
PHYLIS CLAIR
Major - Law Enforcement

MARK SAWA
Major - Administration & Support

January 8, 2014

MEMORANDUM

TO: Honorable Sam Biscoe, County Judge
Honorable Ron Davis, Commissioner, Precinct 1
Honorable Bruce Todd, Commissioner, Precinct 2
Honorable Gerald Daugherty, Commissioner, Precinct 3
Honorable Margaret Gomez, Commissioner, Precinct 4

FROM: Julie Cullen, 4703, Research and Planning *JC*

SUBJECT: 2013 Edward Byrne Memorial Justice Assistance Grant
2013-DJ-BX-1095 - Grant Acceptance

Attached you will find the annual interlocal agreement and grant award paperwork for the **Federal Bureau of Justice Assistance Justice Assistance Grant for 2013**. This grant is the replacement for the Local Law Enforcement Block Grant (LLEBG) which has supplied funding for various law enforcement projects within the Sheriff's Office for several years.

Travis County and the City of Austin are set to receive \$321,038; this amount has been steadily declining since 2010. Travis County was originally slated to be allocated \$35,277; however as a disparate county we are entitled to negotiate the allocation between the effected jurisdictional partners. Thus, as in the past, the Austin Police Department and Travis County Sheriff's Office have been in discussions concerning this year's allocations. Based on those discussions, the agreed upon allocations are as follows:

| | |
|----------------|--------------|
| City of Austin | \$240,778.00 |
| Travis County | \$ 80,260.00 |

The funds provided by this grant will be utilized to purchase equipment for the enhancement of latent print identification capabilities within the Travis County Sheriff's Office Crime Lab. By enhancing this feature within the Crime Lab, the Latent Print Unit will strengthen its critical technologies and infrastructure, thus elevating the unit to industry standards for latent print analysis.

The City of Austin, Austin Police Department, advises that they will utilize their portion of the funding for law enforcement equipment, focusing on unmet needs within the specialty areas of highway enforcement, education, and air support.

No external action is required on this matter and it is sent to you for internal Travis County grant acceptance requirements only.

If I can be of any assistance in this matter, please feel free to contact me at (512) 854-4669.

CC: PBO, Co Atty, Co Auditor



**Department of Justice
Office of Justice Programs**

Bureau of Justice Assistance

Office of Justice Programs

Washington, D.C. 20531

September 3, 2013

Mr. Marc A. Ott
City of Austin
P.O. Box 1088
Austin, TX 78767-1088

Dear Mr. Ott:

On behalf of Attorney General Eric Holder, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 13 Edward Byrne Memorial Justice Assistance Grant (JAG) Program: Local in the amount of \$321,038 for City of Austin.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Carrie Booth, Program Manager at (202) 305-7426; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

[Signature]
Denise O'Donnell
Director

Enclosures



Department of Justice
Office of Justice Programs
Office for Civil Rights

Washington, D.C. 20531

September 3, 2013

Mr. Marc A. Ott
City of Austin
P.O. Box 1088
Austin, TX 78767-1088

Dear Mr. Ott:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of Federal funding to compliance with Federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice is responsible for ensuring that recipients of financial aid from OJP, its component offices and bureaus, the Office on Violence Against Women (OVW), and the Office of Community Oriented Policing Services (COPS) comply with applicable Federal civil rights statutes and regulations. We at OCR are available to help you and your organization meet the civil rights requirements that come with Justice Department funding.

Ensuring Access to Federally Assisted Programs

As you know, Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in respect to employment practices but also in the delivery of services or benefits. Federal law also prohibits funded programs or activities from discriminating on the basis of age in the delivery of services or benefits.

Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of Federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website at <http://www.lep.gov>.

Ensuring Equal Treatment for Faith-Based Organizations

The Department of Justice has published a regulation specifically pertaining to the funding of faith-based organizations. In general, the regulation, Participation in Justice Department Programs by Religious Organizations; Providing for Equal Treatment of all Justice Department Program Participants, and known as the Equal Treatment Regulation 28 C.F.R. part 38, requires State Administering Agencies to treat these organizations the same as any other applicant or recipient. The regulation prohibits State Administering Agencies from making award or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the Department of Justice to fund inherently religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must be held separately from the Department of Justice funded program, and customers or beneficiaries cannot be compelled to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see OCR's website at <http://www.ojp.usdoj.gov/ocr/etfbp.htm>.

State Administering Agencies and faith-based organizations should also note that the Safe Streets Act, as amended; the Victims of Crime Act, as amended; and the Juvenile Justice and Delinquency Prevention Act, as amended, contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the Justice Department has concluded that the Religious Freedom Restoration Act (RFRA) is reasonably construed, on a case-by-case basis, to require that its funding agencies permit faith-based organizations applying for funding under the applicable program statutes both to receive DOJ funds and to continue considering religion when hiring staff, even if the statute that authorizes the funding program generally forbids considering of religion in employment decisions by grantees.

Questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment may be directed to this Office.

Enforcing Civil Rights Laws

All recipients of Federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to the prohibitions against unlawful discrimination. Accordingly, OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal employment opportunity standards.

Complying with the Safe Streets Act or Program Requirements

In addition to these general prohibitions, an organization which is a recipient of financial assistance subject to the nondiscrimination provisions of the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, 42 U.S.C. § 3789d(c), or other Federal grant program requirements, must meet two additional requirements: (1) complying with Federal regulations pertaining to the development of an Equal Employment Opportunity Plan (EEO), 28 C.F.R. § 42.301-.308, and (2) submitting to OCR Findings of Discrimination (see 28 C.F.R. §§ 42.205(5) or 31.202(5)).

1) Meeting the EEO Requirement

In accordance with Federal regulations, Assurance No. 6 in the Standard Assurances, COPS Assurance No. 8.B, or certain Federal grant program requirements, your organization must comply with the following EEO reporting requirements:

If your organization has received an award for \$500,000 or more and has 50 or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare an EEO and submit it to OCR for review within 60 days from the date of this letter. For assistance in developing an EEO, please consult OCR's website at <http://www.ojp.usdoj.gov/ocr/eeop.htm>. You may also request technical assistance from an EEO specialist at OCR by dialing (202) 616-3208.

If your organization received an award between \$25,000 and \$500,000 and has 50 or more employees, your organization still has to prepare an EEO, but it does not have to submit the EEO to OCR for review. Instead, your organization has to maintain the EEO on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to OCR. The Certification Form can be found at <http://www.ojp.usdoj.gov/ocr/eeop.htm>.

If your organization received an award for less than \$25,000; or if your organization has less than 50 employees, regardless of the amount of the award; or if your organization is a medical institution, educational institution, nonprofit organization or Indian tribe, then your organization is exempt from the EEO requirement. However, your organization must complete Section A of the Certification Form and return it to OCR. The Certification Form can be found at <http://www.ojp.usdoj.gov/ocr/eeop.htm>.

2) Submitting Findings of Discrimination

In the event a Federal or State court or Federal or State administrative agency makes an adverse finding of discrimination against your organization after a due process hearing, on the ground of race, color, religion, national origin, or sex, your organization must submit a copy of the finding to OCR for review.

Ensuring the Compliance of Subrecipients

If your organization makes subawards to other agencies, you are responsible for assuring that subrecipients also comply with all of the applicable Federal civil rights laws, including the requirements pertaining to developing and submitting an EEO, reporting Findings of Discrimination, and providing language services to LEP persons. State agencies that make subawards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of subrecipients.

If we can assist you in any way in fulfilling your civil rights responsibilities as a recipient of Federal funding, please call OCR at (202) 307-0690 or visit our website at <http://www.ojp.usdoj.gov/ocr/>.

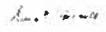
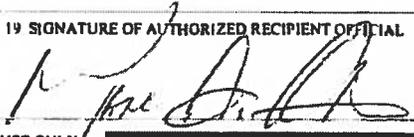
Sincerely,



Michael L. Alston
Director

cc: Grant Manager
Financial Analyst

6/14

| | | | | |
|--|---|--|-------------------------|------------------------------|
|  Department of Justice Office of Justice Programs Bureau of Justice Assistance | | Grant | | PAGE 1 OF 8 |
| 1 RECIPIENT NAME AND ADDRESS (Including Zip Code) City of Austin P.O. Box 1088 Austin, TX 78767-1088 | | 4 AWARD NUMBER 2013-DJ-BX-1095 | | |
| | | 5 PROJECT PERIOD FROM 10/01/2012 TO 09/30/2016 BUDGET PERIOD FROM 10/01/2012 TO 09/30/2016 | | |
| | | 6 AWARD DATE 09/03/2013 | 7 ACTION Initial | |
| 1A GRANTEE IRS VENDOR NO 746000090 | | 8 SUPPLEMENT NUMBER 00 | | |
| | | 9 PREVIOUS AWARD AMOUNT \$ 0 | | |
| 3 PROJECT TITLE City of Austin and Travis County JAG Project | | 10 AMOUNT OF THIS AWARD \$ 321,038 | | |
| | | 11 TOTAL AWARD \$ 321,038 | | |
| 12 SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTHON THE ATTACHED PAGE(S) | | | | |
| 13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY13(BJA - JAG) 42 USC 3750, et seq. | | | | |
| 15. METHOD OF PAYMENT GPRS | | | | |
| AGENCY APPROVAL | | GRANTEE ACCEPTANCE | | |
| 16 TYPED NAME AND TITLE OF APPROVING OFFICIAL Denise O'Donnell Director | | 18 TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Marc A. Ott City Manager | | |
| 17 SIGNATURE OF APPROVING OFFICIAL  | | 19 SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL  | | 19A. DATE 10/29/13 |
| AGENCY USE ONLY | | | | |
| 20 ACCOUNTING CLASSIFICATION CODES FISCALYFUND C BUD.A OFC DIV.RE SUB. POMS AMOUNT EAR ODE CT. G | | 21 MDJUGT1068 | | |
| X | B | DJ | 80 | 00 00 321038 |

OJP FORM 4000-2 (REV 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000 2 (REV 4-88)

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Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD
CONTINUATIONSHEET
Grant**

PAGE 2 OF 8

PROJECT NUMBER 2013-DJ-BX-1095

AWARD DATE 09 03 2013

SPECIAL CONDITIONS

1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.
3. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of OJP grant funds) are not satisfactorily and promptly addressed, as further described in the current edition of the OJP Financial Guide.
4. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.
5. The recipient must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by -

mail:

Office of the Inspector General
U.S. Department of Justice
Investigations Division
950 Pennsylvania Avenue, N.W.
Room 4706
Washington, DC 20530

e-mail: oig.hotline@usdoj.gov

hotline: (contact information in English and Spanish): (800) 869-4499

or hotline fax: (202) 616-9881

Additional information is available from the DOJ OIG website at www.usdoj.gov/oig.

6. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.
7. The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.



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**AWARD
CONTINUATIONSHEET
Grant**

PAGE 3 OF 8

PROJECT NUMBER 2013-DJ-BX-1095

AWARD DATE 09-03-2013

SPECIAL CONDITIONS

8. The recipient agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and OJP). The recipient also agrees to comply with applicable restrictions on subawards to first-tier subrecipients that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of recipient obligations are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/sam.htm> (Award condition: Registration with the System for Award Management and Universal Identifier Requirements), and are incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
9. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
10. The recipient agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on pertinent laws, regulations, policies, and guidance is available at www.ojp.gov/funding/confcost.htm.
11. The recipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm>.
12. The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this OJP award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this OJP award, the recipient will promptly notify, in writing, the grant manager for this OJP award, and, if so requested by OJP, seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.
13. The recipient understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.
14. The recipient understands and agrees that - (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
15. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).



Department of Justice
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**AWARD
CONTINUATIONSHEET
Grant**

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PROJECT NUMBER 2013-DJ-BX-1095

AWARD DATE 09 03 2013

SPECIAL CONDITIONS

16. The recipient agrees to comply with applicable requirements to report first-tier subawards of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds. Such data will be submitted to the FFATA Subaward Reporting System (FSRS). The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/ffata.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here. This condition, and its reporting requirement, does not apply to grant awards made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
17. The recipient agrees that all income generated as a direct result of this award shall be deemed program income. All program income earned must be accounted for and used for the purposes of funds provided under this award, including such use being consistent with the conditions of the award, the effective edition of the OJP Financial Guide and, as applicable, either (1) 28 C.F.R. Part 66 or (2) 28 C.F.R Part 70 and 2 C.F.R. Part 215 (OMB Circular A-110). Further, the use of program income must be reported on the quarterly Federal Financial Report, SF 425.
18. To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the grantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.
19. In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at http://www.it.ojp.gov/gsp_grantcondition. Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.



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**AWARD
CONTINUATIONSHEET
Grant**

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PROJECT NUMBER 2013-DJ-BX-1095

AWARD DATE 09/03/2013

SPECIAL CONDITIONS

20. The grantee agrees to assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these grant funds, either directly by the grantee or by a subgrantee. Accordingly, the grantee agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the grant, the grantee agrees to contact BJA.

The grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the grantee, a subgrantee, or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The grantee understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The grantee further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <http://www.ojp.usdoj.gov/BJA/resource/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Special Condition to Grantee's Existing Programs or Activities: For any of the grantee's or its subgrantees' existing programs or activities that will be funded by these grant funds, the grantee, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

21. The recipient is required to establish a trust fund account. (The trust fund may or may not be an interest-bearing account.) The fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate and expend the grant funds in the trust fund (including any interest earned) during the period of the grant. Grant funds (including any interest earned) not expended by the end of the grant period must be returned to the Bureau of Justice Assistance no later than 90 days after the end of the grant period, along with the final submission of the Federal Financial Report (SF-425).
22. JAG funds may be used to purchase bulletproof vests for an agency, but may not be used as the 50% match for purposes of the Bulletproof Vest Partnership (BVP) program.
23. The recipient agrees to submit a signed certification that that all law enforcement agencies receiving vests purchased with JAG funds have a written "mandatory wear" policy in effect. Fiscal agents and state agencies must keep signed certifications on file for any subrecipients planning to utilize JAG funds for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any FY 2013 funding can be used by the agency for vests. There are no requirements regarding the nature of the policy other than it being a mandatory wear policy for all uniformed officers while on duty.



Department of Justice
Office of Justice Programs
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**AWARD
CONTINUATIONSHEET
Grant**

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PROJECT NUMBER 2013-DJ-BX-1095

AWARD DATE 09 03 2013

SPECIAL CONDITIONS

24. Ballistic-resistant and stab-resistant body armor purchased with JAG funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the vests have been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and are listed on the NIJ Compliant Body Armor Model List (<http://nij.gov>). In addition, ballistic-resistant and stab-resistant body armor purchased must be American-made. The latest NIJ standard information can be found here: <http://www.nij.gov/topics/technology/body-armor/safety-initiative.htm>.
25. The recipient agrees that any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C. 3789g(c)-(d). Recipient may not satisfy such a fine with federal funds.
26. The recipient agrees to ensure that the State Information Technology Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditure period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the recipient agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to <http://www.it.ojp.gov/default.aspx?area=policyAndPractice&page=1046>.
27. The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm.
28. The recipient acknowledges that all programs funded through subawards, whether at the state or local levels, must conform to the grant program requirements as stated in BJA program guidance.
29. Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.
30. Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.
31. The recipient agrees to monitor subawards under this JAG award in accordance with all applicable statutes, regulations, OMB circulars, and guidelines, including the OJP Financial Guide, and to include the applicable conditions of this award in any subaward. The recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of JAG funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD
CONTINUATIONSHEET
Grant**

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PROJECT NUMBER 2013-DJ-BX-1095

AWARD DATE 09/03/2013

SPECIAL CONDITIONS

32. The recipient agrees that funds received under this award will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement activities.
33. Award recipients must submit quarterly a Federal Financial Report (SF-425) and annual performance reports through GMS (<https://grants.ojp.usdoj.gov>). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA), P.L. 103-62, applicants who receive funding under this solicitation must provide data that measure the results of their work. Therefore, quarterly performance metrics reports must be submitted through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.
34. Award recipients must verify Point of Contact (POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.
35. The grantee agrees that within 120 days of award acceptance, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. Additionally, all future task force members are required to complete this training once during the life of this award, or once every four years if multiple awards include this requirement. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership (www.ctfli.org). This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. When BJA funding supports a task force, a task force personnel roster should be compiled and maintained, along with course completion certificates, by the grant recipient. Additional information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).
36. No JAG funds may be expended on unmanned aircraft, unmanned aircraft systems, or aerial vehicles (US, UAS, or UAV) unless the BJA Director certifies that extraordinary and exigent circumstances exist, making them essential to the maintenance of public safety and good order. Additionally, any JAG funding approved for this purpose would be subject to additional reporting, which would be stipulated by BJA post-award.
37. BJA strongly encourages the recipient submit annual (or more frequent) JAG success stories at JAG.Showcase@ojp.usdoj.gov or via the online form at <https://www.bja.gov/contactus.aspx>. JAG success stories should include the: name and location of program/project; point of contact with phone and e-mail; amount of JAG funding received and in which fiscal year; and a brief summary describing the program/project and its impact.
38. Recipient may not expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has received and approved the signed Memorandum of Understanding (MOU) between the disparate jurisdictions and has issued a Grant Adjustment Notice (GAN) releasing this special condition.



Department of Justice
Office of Justice Programs
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**AWARD
CONTINUATIONSHEET
Grant**

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PROJECT NUMBER 2013-DJ-BX-1095

AWARD DATE 09/03/2013

SPECIAL CONDITIONS

39. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

40. Recipient may not expend or drawdown funds until the Bureau of Justice Assistance (BJA) has received documentation demonstrating that the state or local governing body review and public comment requirements have been met and a Grant Adjustment Notice (GAN) has been approved releasing this special condition.



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Washington, D C 20531

Memorandum To: Official Grant File

From: Orbin Terry, NEPA Coordinator

Subject: Incorporates NEPA Compliance in Further Developmental Stages for City of Austin

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <http://www.ojp.usdoj.gov/BJA/resource/nepa.html>.

Please be sure to carefully review the grant conditions on your award document, as it may contain more specific information about environmental compliance.

| | | |
|---|---|--|
|  <p>Department of Justice Office of Justice Programs Bureau of Justice Assistance</p> | GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY | |
| | Grant | |
| PROJECT NUMBER 2013-DJ-BX-1095 | PAGE 1 OF 1 | |
| This project is supported under FY13(BJA - JAG) 42 USC 3750, et seq. | | |
| 1. STAFF CONTACT (Name & telephone number) Carrie Booth (202) 305-7426 | 2. PROJECT DIRECTOR (Name, address & telephone number) Kyran FitzGerald Grants Coordinator P.O. Box 1088 Austin, TX 78767-1088 (512) 974-5033 | |
| 3a. TITLE OF THE PROGRAM BJA FY 13 Edward Byrne Memorial Justice Assistance Grant (JAG) Program: Local | 3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE) | |
| 4. TITLE OF PROJECT City of Austin and Travis County JAG Project | | |
| 5. NAME & ADDRESS OF GRANTEE City of Austin P.O. Box 1088 Austin, TX 78767-1088 | 6. NAME & ADDRESS OF SUBGRANTEE | |
| 7. PROGRAM PERIOD FROM 10/01/2012 TO 09/30/2016 | 8. BUDGET PERIOD FROM 10/01/2012 TO 09/30/2016 | |
| 9. AMOUNT OF AWARD \$ 321,038 | 10. DATE OF AWARD 09/03/2013 | |
| 11. SECOND YEAR'S BUDGET | 12. SECOND YEAR'S BUDGET AMOUNT | |
| 13. THIRD YEAR'S BUDGET PERIOD | 14. THIRD YEAR'S BUDGET AMOUNT | |
| 15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse) The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following program areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; and 7) crime victim and witness programs (other than compensation). The city of Austin and Travis County have been identified as disparate jurisdictions and will share this Fiscal Year 2013 JAG award with the city of Austin serving as the fiscal agent. The city of Austin will use its share of JAG funds for law enforcement equipment, focusing on unmet needs within the specialty areas of highway | | |

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enforcement, education, and air support. Travis County's share of the JAG funds will be used by the Travis County Sheriff's Office (TCSO) to purchase equipment, focusing on unmet needs within the specialty area of forensic services. The goals of both projects are to implement several equipment projects and to improve the local criminal justice system. These goals will be accomplished by focusing on the objectives of building capacity through the purchase of critical equipment and ensuring the proper use, tracking, and maintenance of grant-funded equipment.

NCA/NCF

THE STATE OF TEXAS

COUNTY OF TRAVIS

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF AUSTIN AND COUNTY OF TRAVIS**

**2013 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT
PROGRAM AWARD**

This Agreement is made and entered into by and between the COUNTY of TRAVIS, acting by and through its governing body, the Commissioners Court, hereinafter referred to as COUNTY, and the CITY of AUSTIN, acting by and through its governing body, the City Council.

WHEREAS, this Agreement is made under the authority of the Interlocal Cooperation Act, Chapter 791 of the Government Code;

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

WHEREAS, CITY OF AUSTIN, acting as fiscal agent for the grant, agrees to provide the COUNTY \$80,260 from the FY 2013 Edward Byrne Memorial Justice Assistance Grant Program award ("JAG funds"); and

NOW THEREFORE, the COUNTY and the CITY OF AUSTIN agree as follows:

Section 1

CITY agrees to pay COUNTY a total of \$80,260 of 2013 JAG funds.

Section 2

COUNTY agrees to use \$80,260 for the JAG Program, during the grant period that ends on the current expiration date of September 30, 2016 or a date specified by a future Department of Justice approved extension amending the grant expiration date.

Section 3

As joint applicants for JAG funding, the **COUNTY** agrees to provide the financial and programmatic information required by the Bureau of Justice Assistance for the **CITY OF AUSTIN** to meet federal reporting requirements. Upon receipt of an invoice, the **CITY OF AUSTIN** will reimburse the **COUNTY** for JAG project expenses in an amount not to exceed \$80,260.

Section 4

Nothing in the performance of this Agreement shall impose any liability for claims against **COUNTY** other than claims for which liability may be imposed by the Texas Tort Claims Act.

Section 5

Nothing in the performance of this Agreement shall impose any liability for claims against the **CITY OF AUSTIN** other than claims for which liability may be imposed by the Texas Tort Claims Act.

Section 6

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 7

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 8

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

CITY OF AUSTIN



Marc A. Ott, City Manager

11/13/2013
Date

COUNTY OF TRAVIS

Samuel Biscoe, County Judge

Date



TRAVIS COUNTY FY 13 GRANT SUMMARY SHEET

| | | |
|-----------------------|--|--|
| Check One: | Application Approval: <input type="checkbox"/> | Permission to Continue: <input type="checkbox"/> |
| | Contract Approval: <input checked="" type="checkbox"/> | Status Report: <input type="checkbox"/> |
| Check One: | Original: <input type="checkbox"/> | Amendment: <input checked="" type="checkbox"/> |
| Check One: | New Grant: <input checked="" type="checkbox"/> | Continuation Grant: <input type="checkbox"/> |
| Department/Division: | TNR - Natural Resources & Environmental Quality | |
| Contact Person/Title: | Mickey Roberts, Environmental Specialist Senior | |
| Phone Number: | 512-854-6613 | |

| | | | |
|--|---|---|---------------------------------|
| Grant Title: | Pace Bend Park - Tournament Point Boat Ramp | | |
| Grant Period: | From: <input type="text" value="September 30, 2012"/> | To: <input type="text" value="September 30, 2015"/> | |
| Fund Source: | Federal: <input checked="" type="checkbox"/> | State: <input type="checkbox"/> | Local: <input type="checkbox"/> |
| Grantor: | Texas Parks and Wildlife Department | | |
| Will County provide grant funds to a sub-recipient? | Yes: <input type="checkbox"/> | No: <input checked="" type="checkbox"/> | |
| Are the grant funds pass-through from another agency? If yes, list originating agency below. | Yes: <input checked="" type="checkbox"/> | No: <input type="checkbox"/> | |
| Originating Grantor: | US Fish and Wildlife Service (USFWS)/US Dept. of Interior | | |

| Budget Categories | Grant Funds | County Cost Share | Budgeted County Contribution #595010 (Cash Match) | In-Kind | TOTAL |
|--------------------|-------------------|-------------------|---|-------------|-------------------|
| Personnel: | \$ 0 | \$ 0 | \$ 0 | \$ 0 | \$ 0 |
| Operating: | \$ 0 | \$ 0 | \$ 0 | \$ 0 | \$ 0 |
| Capital Equipment: | \$ 111,075 | \$ 0 | \$ 37,025 | \$ 0 | \$ 148,100 |
| Indirect Costs: | \$ 0 | \$ 0 | \$ 0 | \$ 0 | \$ 0 |
| Totals: | \$ 111,075 | \$ 0 | \$ 37,025 | \$ 0 | \$ 148,100 |
| FTEs: | 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 | 0.00 | |

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

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| Performance Measures | | | | | |
|--------------------------------------|--|----------------------|-----------------------------------|-------------------------|------------------------------------|
| # | Measure | Actual FY 11 Measure | Projected FY 12 Measure | Projected FY 13 Measure | Projected FY 14 Measure |
| + - Applicable Departmental Measures | | | | | |
| 1. | Manage grants program to obtain funding for Parks projects. | | Submit grant application | | |
| 2. | | | | | |
| 3. | | | | | |
| + - Measures for the Grant | | | | | |
| 1. | Construct new boat ramp at the Tournament Point site of Pace Bend Park | | Submit application for assistance | | Complete construction of the ramp. |
| Outcome Impact Description | | | | | |
| 2. | | | | | |
| Outcome Impact Description | | | | | |
| 3. | | | | | |
| Outcome Impact Description | | | | | |

PBO Recommendation:

This grant contract was originally approved on 06/18/2013. It provided \$80,460 in funds to partially fund the costs to build a one lane boat ramp in Pace Bend Park. The grant was a follow up to three grants that were previously applied for by the department to build additional boat ramps. However bid estimates have gone up and the grantor has increased the award by \$30,615, to match the higher cost.

The grant match originally at \$26,820 also must be increased to match the higher award to \$37,025. The County contribution that will be met through the allocation of existing LCRA-CIP funds. No additional funding is required.

PBO recommends approval of this contract amendment.

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

The proposed amendment will increase the total grant award for this project from \$80,460 to \$111,075. The 25% matching requirement will also increase to a total of \$37,025. Additional matching funds have been identified through the LCRA CIP account. The lowest sealed bid amount for this project was higher than the construction cost estimated and awarded through the grant. This amendment will increase the total grant award to match the lowest bid for the project.

Background - Grant funds will be used to construct a 1-lane boat ramp at the Tournament Point location. This effort is in line with the 2010 Parks Master Plan which states "Small boat ramps will be incorporated into campgrounds at Arkansas Bend and Pace Bend parks as they are developed." The proposed ramp will allow boats to launch at lower lake levels than existing facilities, a majority of which are currently closed, while alleviating the damaged caused by boaters using the bank as a launch point.

The grant will improve access to the south side of Lake Travis, addressing ramp closings that have occurred at nearby facilities due to low lake levels. Performance measures are related to one of TNR's goals, to "provide increasing and diverse recreational opportunities using public resources."

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

The grant requires that projects funded through this program must be operated and maintained for public park and recreation purposes in perpetuity. The County has already made this commitment through voter and Commissioners Court approval of the park project.

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

The proposed grant requires a 25% match of \$37,025. Matching funds will be provided through the LCRA CIP account for this project.

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

Indirect costs are not allowable under this program.

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.

No. Upon termination of the grant contract, the boat ramp will be constructed. TNR Parks will assume long-term operation of the boat ramp and appropriate resources have been allocated through the County budget process.

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

This is not a new program. TNR Parks develops, operates, and maintains a countywide parks system with at least 9 boat ramps.

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 grant will improve access to the south side of Lake Travis, addressing ramp closings that have occurred at nearby facilities due to low lake levels. Performance measures are related to one of TNR's goals, to "provide increasing and diverse recreational opportunities using public resources."

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TRANSPORTATION AND NATURAL RESOURCES

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

411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-9436

January 15, 2014

MEMORANDUM

TO: Members of the Commissioners' Court
FROM: 
Steven M. Manilla, P.E., County Executive, TNR

SUBJECT: Grant Contract Amendment - Pace Bend Park Low Water Boat Ramp

Posting: Consider and take appropriate action on a grant contract amendment for development of a low water boat ramp at Pace Bend Park on Lake Travis.

Summary and Staff Recommendation: The attached amendment increases the grant award from \$80,460 to \$111,075 for construction of a low water boat ramp at Pace Bend park. Staff recommends approval.

Budgetary and Fiscal Impact: The grant requires a 25% cash match to receive funding. The match of \$37,025 will be provided through the LCRA Capital Improvement Project (CIP) fund.

Background: In May 2013, Commissioners Court approved a grant contract with Texas Parks and Wildlife for construction of a low water ramp at Pace Bend Park. The total approved budget was \$107,280. After a competitive bidding process, the lowest bid to complete the project was \$148,100. The proposed contract amendment will increase the total budget to match the lowest bid for construction.

Exhibits: Contract Amendment

MDR:SMM:mdr
0804 Pace Bend/ Boating Access Grant Contract

cc: Christopher Gilmore, CA
Matt Naper, Auditor
Charles Bergh, TNR
Melinda Mallia, TNR
Miguel Villarreal, TNR

TEXAS PARKS AND WILDLIFE DEPARTMENT
TEXAS RECREATION AND PARKS ACCOUNT AGREEMENT
AMENDMENT TO PROJECT AGREEMENT

Project Amendment Number: F-249-B.1

Project Name: Travis County – Lake Travis Low Water Boat Ramp Construction

* * *

THIS AMENDMENT to Project Agreement Number F-249-B is hereby made and agreed upon by the State of Texas, acting through the Texas Parks and Wildlife Department and by the undersigned subdivision pursuant to the Texas Recreation and Parks Account Program.

The political subdivision (sponsor) and the State of Texas, in mutual consideration of the promises made herein and in the fund agreement of which this is an amendment, do promise as follows:

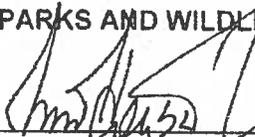
To **INCREASE** the federal grant funding for the project \$30,615 for a total of \$111,075

To **INCREASE** the local match for the project \$10,205 for a total of \$37,025

To **INCREASE** the total cost of the project \$40,820 for a total of \$148,100.

In all other respects the fund agreement of which this is an amendment, and the plans and specifications relevant thereto, shall remain in full force and effect. In witness whereof the parties hereto have executed this Amendment as of the date entered below.

TEXAS PARKS AND WILDLIFE DEPARTMENT

by 

Tim Hogsett, Director, Recreation Grants Branch
(Name and Title)

1-10-2014
(Date of Approval)

TRAVIS COUNTY

POLITICAL SUBDIVISION (SPONSOR)

by _____

(Name and Title)

SAM Date N/A



**TRAVIS COUNTY
FY 14 GRANT SUMMARY SHEET**

Contract #:
SAP #:

| | | |
|-----------------------|--|---|
| Check One: | Application Approval: <input type="checkbox"/> | Permission to Continue: <input type="checkbox"/> |
| | Contract Approval: <input type="checkbox"/> | Status Report: <input checked="" type="checkbox"/> |
| Check One: | Original: <input checked="" type="checkbox"/> | Amendment: <input type="checkbox"/> |
| Check One: | New Grant: <input type="checkbox"/> | Continuation Grant: <input checked="" type="checkbox"/> |
| Department/Division: | Travis County Health and Human Services and Veterans Service | |
| Contact Person/Title: | John C. Bradshaw/Contract Specialist | |
| Phone Number: | 854-4277 | |

| | | | |
|--|---|---|---------------------------------|
| Grant Title: | Travis County Family Drug Treatment Court - The Children's Continuum | | |
| Grant Period: | From: <input type="text" value="Oct 1, 2011"/> | To: <input type="text" value="Sep 30, 2014"/> | |
| Fund Source: | Federal: <input checked="" type="checkbox"/> | State: <input type="checkbox"/> | Local: <input type="checkbox"/> |
| Grantor: | U.S. Department of Justice, Office of Juvenile Justice and Delinquency Prevention, Family Drug Court Programs | | |
| Will County provide grant funds to a sub-recipient? | Yes: <input checked="" type="checkbox"/> | No: <input type="checkbox"/> | |
| Are the grant funds pass-through from another agency? If yes, list originating agency below. | Yes: <input type="checkbox"/> | No: <input checked="" type="checkbox"/> | |
| Originating Grantor: | | | |

| Budget Categories | Grant Funds | County Cost Share | Budgeted County Contribution #595010 (Cash Match) | In-Kind | TOTAL |
|--------------------|-------------|-------------------|---|------------|------------|
| Personnel: | \$ 356,474 | \$ 0 | \$ 0 | \$ 134,873 | \$ 491,347 |
| Operating: | \$ 193,526 | \$ 0 | \$ 0 | \$ 48,460 | \$ 241,986 |
| Capital Equipment: | \$ 0 | \$ 0 | \$ 0 | \$ 0 | \$ 0 |
| Indirect Costs: | \$ 0 | \$ 0 | \$ 0 | \$ 0 | \$ 0 |
| Totals: | \$ 550,000 | \$ 0 | \$ 0 | \$ 183,333 | \$ 733,333 |
| FTEs: | 2.30 | 0.00 | 0.00 | 0.75 | 3.05 |

| Permission to Continue Information | | | | | |
|------------------------------------|----------------|----------------|-----------------|------------|---------------------|
| Funding Source (Cost Center) | Personnel Cost | Operating Cost | Estimated Total | Filled FTE | PTC Expiration Date |
| | \$ 0 | \$ 0 | \$ 0 | 0.00 | |

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

| Performance Measures | | | | | |
|--------------------------------------|--|--|-------------------------|-------------------------|-------------------------|
| # | Measure | Actual FY 12 Measure | Projected FY 13 Measure | Projected FY 14 Measure | Projected FY 15 Measure |
| + - Applicable Departmental Measures | | | | | |
| 1. | Total number of children who remain in the home (Children FIRST Measure) | 513 | 400 | 400 | 400 |
| 2. | Percentage of drug-free babies born to participants while in TCFDTC program (TCFDTC Measure) N= 3 for FY 12 | 100% | 90% | 90% | 90% |
| 3. | | | | | |
| + - Measures for the Grant | | | | | |
| 1. | Number of children served | 40 | 40 | 40 | 40 |
| Outcome Impact Description | | Children enrolled in the Children's Continuum as part of the TCFDTC will receive early identification of their needs along with immediate intervention and monitoring. Children enrolled in the Children's Continuum as part of the TCFDTC will receive early identification of their needs along with immediate intervention and monitoring. | | | |
| 2. | Number of developmental screenings that are completed using the ASQ | 47 | 42 | 40 | 40 |
| Outcome Impact Description | | Children enrolled in the Children's Continuum as part of the TCFDTC will receive developmental screenings using the ASQ which will ensure early intervention and services. | | | |
| 3. | Percentage of children who receive an individual plan of care - FY 13 -this measure was reduced to reflect that not every child in the FDTC requires an individualized service plan beyond the one generated by CPS. | 83% | 87% | 85% | 85% |
| Outcome Impact Description | | A trained professional will assess a child's immediate and long-term needs, identify appropriate local resources, assist in accessing these resources, and create a plan of interventions and support. | | | |

PBO Recommendation:

Attached please find the semi-annual status report for the Children's Continuum grant-funded program that provides early identification of a child's needs and immediate intervention and monitoring. As the program's performance measures (please see attached performance measures for more detailed information) indicate, this grant is providing interventions for 40 children being served with grant funds. This status report requires electronic submission approved by the authorized officer, the County Judge. The Commissioners Court is asked to approve that this electronic submission be done by staff on behalf of the County Judge.

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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 Travis County Family Drug Treatment Court (TCFDTC) was established in the fall of 2007 as a specialized docket managed by the 126th District Court. The aim was to provide judicial oversight for parents with substance dependency issues who were involved in the child welfare system. TCFDTC oversees a program that provides coordinated treatment and support for these parents in collaboration with community partners and the Parenting in Recovery grant. Although all children in the TCFDTC program receive monitoring by a child welfare case worker and Court Appointed Special Advocate, these children, unlike their parents, are not provided with a consistent assessment nor are they connected to an easy to navigate continuum of services. The result has been an inconsistent level of intervention and support for these children as well as an inability to provide targeted services to enhance the parent/child bond. A lack of a healthy relationship between parent and child can contribute to future incidents of maltreatment.

This grant will enhance the operation of the TCFDTC by allowing early identification of a child's needs, immediate intervention, and monitoring. A trained professional will assess a child's immediate and long-term needs, identify appropriate local resources, assist in accessing these resources, and create a plan of interventions and support. Additionally, this grant will fund a percentage of a child advocate position through CASA of Travis County to ensure the children's best interest is represented at the TCFDTC hearings.

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

Travis County will provide \$28,012 to be used for child services and \$33,437 in county staff time and office space as an in-kind match. CASA of Travis County will provide \$107,436 as an in-kind match by paying 75% of the Child Advocate's salary. Mauney and Associates will provide \$8,640 as an in-kind match in form of reduced fees for Parent Coaching services. ATCIC will provide an in-kind match of \$5,808 in the form of a reduced MSO fee for managing the grant funds that will be used for specialized, therapeutic children services.

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.

TCHHSVS and the grant partners are providing the match.

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

TCHHSVS will explore the possibility of including some indirect costs if there is an opportunity to renew this grant after the 9/30/14 end date in light of the request from PBO that all grant applications include some indirect costs unless specifically prohibited by the grantor.

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 grant provides seed money that will be used to establish a system to better serve the needs of children whose parents are involved with the TCFDTC. The proposed funding mechanism for post grant will be a combination of partner contribution, the full utilization of existing community resources, potential future grants, and available State and local funds. The concept of the grant is to develop a continuum of services for children 0-17 to improve infant/children mental health for those children who are the most vulnerable due to child welfare involvement and parental substance abuse. It is the intent to develop this continuum of services through both the full utilization of and then augmentation of existing services. This will allow for the majority of sustainability to occur with available community resources and partner support.

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

This grant enhances the work already being done by the TCFDTC.

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

This grant will augment the work already being done by the TCFDTC. Helping the children of parents involved in TCFDTC should reflect positively on the departmental performance measures concerning parents involved in TCFDTC, Children FIRST and Healthy Families. Both Children FIRST and Healthy Families are home-visiting programs for at-risk youth. Where HF serves 0-3; and Children FIRST serves children 0-17 who are involved with Child Welfare due to abuse/neglect.

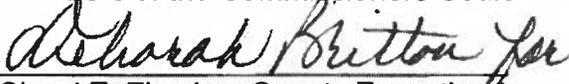


**TRAVIS COUNTY HEALTH and HUMAN SERVICES
and VETERANS SERVICE
502 E. Highland Mall Blvd.
P. O. Box 1748
Austin, Texas 78767**

**Sherri E. Fleming
County Executive
for TCHHSVS
(512) 854-4100
Fax (512) 279-1608**

DATE: January 13, 2014

TO: Members of the Commissioners Court

FROM: 
Sherri E. Fleming, County Executive for
Travis County Health and Human Services and Veterans Service

SUBJECT: Status report for the U.S. Department of Justice, Office of Juvenile Justice and Delinquency Prevention, Family Drug Court Program, on the Travis County Family Drug Treatment Court – Children's Continuum grant.

Proposed Motion:

Consider and take appropriate action to approve submission of a semiannual status report to the U.S. Department of Justice, Office of Juvenile Justice and Delinquency Prevention, Family Drug Court Program, on the Travis County Family Drug Treatment Court – Children's Continuum grant.

Summary and Staff Recommendations:

Travis County received a \$550,000 grant, known as The Children's Continuum, from the U.S. Department of Justice to enhance the operation of the Travis County Family Drug Treatment Court (TCFDTC). The court was established in the fall of 2007 as a specialized docket managed by the 126th District Court. The aim is to provide judicial oversight for parents with substance dependency issues who are involved in the child welfare system. TCFDTC oversees a program that provides coordinated treatment and support for these parents in collaboration with various community partners.

Although all children involved with the TCFDTC receive monitoring by a child welfare case worker and Court Appointed Special Advocate, these children, unlike their parents, are not provided with a consistent assessment nor are they connected to an easy to navigate continuum of services. The result has been an inconsistent level of intervention and support for these children as well as an inability to provide targeted services to enhance the parent/child bond. The Children's Continuum grant allows early identification of a child's needs and immediate intervention and monitoring.

The U.S. Department of Justice requires Travis County to submit semiannual status reports for the The Children's Continuum grant. These reports must be approved by the Travis County signing authority who is Judge Sam Biscoe. Travis County Health and Human Services and Veterans Service staff recommends approving this report.

Budgetary and Fiscal Impact:

The \$550,000 grant requires a cash and in-kind match totaling \$183,333 over the three year grant period. Travis County is currently in year three of the grant.

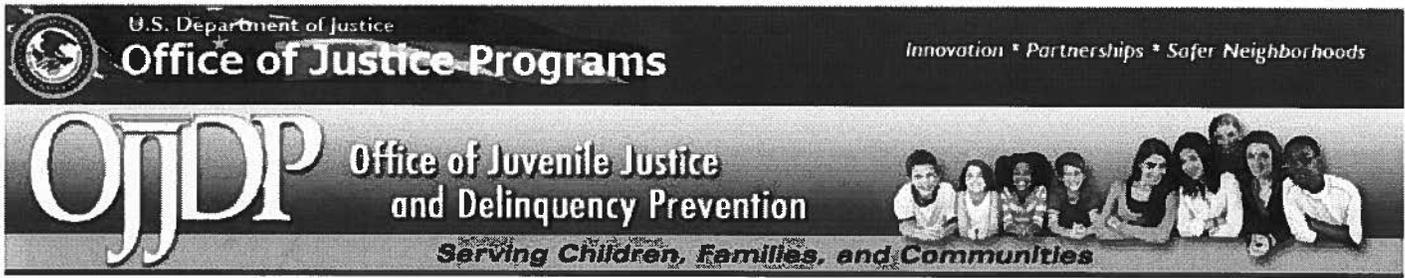
Issues and Opportunities:

The Children's Continuum grant will enhance the well-being of children whose parents are involved with TCFDTC as well as improve the ability of those parents to care for their children.

Background:

The purpose of the Family Drug Court Programs run by the Office of Juvenile Justice and Delinquency Prevention in the U.S. Department of Justice is to build the capacity of states, state and local courts, units of local government, and federally recognized Indian tribal governments to either implement new drug courts or enhance existing drug courts for substance-dependent adults involved with the court as a result of child abuse and neglect issues.

Cc: Jim Lehrman, Acting Director, Office of Children's Services, TCHHSVS
Nicki Riley, Travis County Auditor
Janice Cohoon, Financial Analyst, Travis County Auditor's Office
Mary Etta Gerhardt, Assistant County Attorney, Travis County Attorney's Office
Leslie Browder, County Executive, Planning and Budget Office
Aerin Toussaint, Analyst, Planning and Budget Office
Shannon Pleasant, Purchasing Agent Assistant, Travis County Purchasing Office

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Family Drug Court

2011-DC-BX-0010

July to December 2013

[Switch Grant Program](#)**Award Information Summary**[Return to Home Screen for Travis County](#)[Edit Award Info](#)[Select Measures](#)[Enter Data](#)[Mark Data as Complete](#)**Your Data Has Been Saved.****Measure Selection Status: Complete Data Status: In progress**

| Family Drug Court Indicator | | December 31, 2013 |
|------------------------------------|---|--------------------------|
| 1. | Number of enrolled parents or guardians served during the reporting period Output | |
| | A. Number of enrolled parents or guardians carried over from the previous reporting period | 26 |
| | B. New admissions during the reporting period. | 17 |
| | C. Total of enrolled parents and guardians served during the reporting period (A+B) | 43 |
| 2. | Number of additional family members served during the reporting period Output | |
| | A. Number of additional family members carried over from the previous reporting period | 42 |
| | B. New admissions during the reporting period | 28 |
| | C. Total (A+B) | 70 |
| 3. | Number of enrolled parents or guardians with whom an evidence-based program or practice was used Output | |
| | A. The number of enrolled parents or guardians served using an evidence-based program or practice | 36 |
| | B. Total number of enrolled parents or guardians served during the reporting period | 43 |
| | C. Percent (A/B) | 83.72 |
| 4. | Number (by type) of services provided to enrolled parents or guardians Output | |
| | A. Number of enrolled parents or guardians assessed as needing substance use counseling/services during the reporting period. | 18 |
| | B. Number of enrolled parents or guardians enrolled in substance use counseling/services during the reporting period | 23 |
| | C. Number of enrolled parents or guardians assessed as needing mental health services during the reporting period | 15 |
| | D. Number of enrolled parents or guardians enrolled in mental health services during the reporting period | 33 |
| | E. Number of enrolled parents or guardians assessed as needing housing services during the reporting period | 9 |
| | F. Number of enrolled parents or guardians who successfully found housing during the reporting period | 5 |
| | G. Number of enrolled parents or guardians assessed as needing other services during the reporting period | 16 |
| | H. Number of enrolled parents or guardians enrolled in other services during the reporting period | 35 |
| 5. | Number (by type) of services provided to additional family members Output | |
| | A. Number of additional family members assessed as needing substance use counseling/services during the reporting period. | 0 |
| | B. Number of additional family members enrolled in substance use counseling/services during the reporting period | 0 |
| | C. Number of additional family members assessed as needing mental health services during the reporting period | 15 |
| | D. Number of additional family members enrolled in mental health services during the reporting period | 34 |
| | E. Number of additional family members assessed as needing housing services during the reporting period | 1 |
| | F. Number of additional family members who successfully found housing during the reporting period | 1 |
| | G. Number of additional family members assessed as needing other services during the reporting period | 5 |
| | H. Number of additional family members enrolled in other services during the reporting period | 13 |
| 6. | Number of drug/alcohol tests performed on enrolled parents or guardians Output | |
| | A. Number of drug and alcohol tests performed on enrolled parents or guardians during the reporting period | 905 |

540

1/14/14

Award Information Summary

| | | |
|------|--|--------|
| | B. The number of positive tests recorded | 26 |
| | C. Percent (B/A) | 2.87 |
| 12. | Average length of program stay for enrolled parents or guardians Output | |
| | A. Total number of parents or guardians who exited the program regardless of reason for exit during the reporting period | 10 |
| | B. Total number of days in the program for parents or guardians who exited the program regardless of reason for exit during the reporting period | 4,217 |
| | C. B/A | 421.70 |
| 13. | Number of children placed in out of home care Output | |
| | A. Number of children served during the reporting period | 69 |
| | B. Number of children placed in out of home care during the reporting period | 14 |
| | C. Percent (b/a) | 20.29 |
| 14. | Average length of stay for children in out of home care Output | |
| | A. Total number of days between entering and exiting out of home care during the reporting period | 1,702 |
| | B. Number of children placed in out of home care during the reporting period | 14 |
| | C. Average (A/B) | 121.57 |
| 15. | Number of children reunited after being removed from the home and placed in temporary placement Output | |
| | A. Number of children removed from their parents' or guardians' home during the reporting period. | 14 |
| | B. Number of children reunited with their parents or guardians after being removed from the home. | 4 |
| 16. | Number of parents or guardians whose parental rights were terminated Output | |
| | A. Number of parents or guardians whose parental rights were terminated during the reporting period | 0 |
| | B. Number of parents or guardians in the program | 43 |
| | C. Percent (A/B) | 0 |
| 17. | Number of children in permanent placement Output | |
| | A. Number of children awaiting permanent placement during the reporting period | 6 |
| | B. Number of children in permanent placement during the reporting period | 63 |
| 7. | Number of enrolled parents or guardians arrested for technical violations Short Term Outcome | |
| | A. Number of enrolled parents or guardians arrested for a new technical violation during the reporting period | 1 |
| | B. Number of enrolled parents or guardians with a technical violation during the reporting period | 1 |
| | C. Number of enrolled parents or guardians tracked for technical violations during the reporting period | 43 |
| | D. Percent of arrests for technical violations (A/C) | 2.33 |
| | E. Percent of technical violations (B/C) | 2.33 |
| 8. | Number of enrolled parents or guardians arrested for technical violations Long Term Outcome | |
| | A. Number of enrolled parents or guardians arrested for a new technical violation 6-12 months after exiting the program | 0 |
| | B. Number of enrolled parents or guardians with a technical violation 6-12 months after exiting the program | 0 |
| | C. Number of enrolled parents or guardians tracked for technical violations 6-12 months after exiting the program | 19 |
| | D. Percent of arrests for technical violations (A/C) | 0 |
| | E. Percent of technical violations (B/C) | 0 |
| 9. | Number of enrolled parents or guardians arrested for new drug offenses Short Term Outcome | |
| | A. Number of enrolled parents or guardians arrested for a new drug offense during the reporting period | 0 |
| | B. Number of enrolled parents or guardians tracked for drug offenses during the reporting period | 43 |
| | C. Percent (A/B) | 0 |
| 10. | Number of enrolled parents or guardians arrested for new drug offenses Long Term Outcome | |
| | A. Number of enrolled parents or guardians arrested for a new drug offense 6-12 months after exiting the program | 1 |
| | B. Number of enrolled parents or guardians tracked for drug offenses 6-12 months after exiting the program | 19 |
| | C. Percent (A/B) | 5.26 |
| 11. | Number of enrolled parents and guardians who successfully exit the court Short Term Outcome | |
| | A. Number of enrolled parents and guardians who exited the court having completed all requirements during the reporting period. | 7 |
| | B. Total number of enrolled parents and guardians who exited the court during the reporting period (either successfully or unsuccessfully). | 10 |
| | C. Percent (A/B) | 70 |
| 18a. | Substance use (Parents/Guardians) Short Term Outcome | |
| | A. Number of parents or guardians served during the reporting period with the noted behavioral change | 31 |
| | B. Total number of parents or guardians receiving services for target behavior during the reporting period | 43 |
| | C. Percent (A/B) | 72.09 |
| 18a. | Substance use | |

1/14/14

Award Information Summary

| | | |
|--|--|-------|
| (Parents/Guardians) Long Term Outcome | | |
| A. Total number of parents or guardians who exited the program 6-12 months ago who had the noted behavioral change | | 7 |
| B. Total number of parents or guardians who received services for the target behavior and who exited the program 6-12 months ago | | 19 |
| C. Percent (A/B) | | 36.84 |
| 18b. Social competence | | |
| (Parents/Guardians) Short Term Outcome | | |
| A. Number of parents or guardians served during the reporting period with the noted behavioral change | | 12 |
| B. Total number of parents or guardians receiving services for the target behavior during the reporting period | | 43 |
| C. Percent (A/B) | | 27.91 |
| 18b. Social competence | | |
| (Parents/Guardians) Long Term Outcome | | |
| A. Total number of parents or guardians who exited the program 6-12 months ago who had the noted behavioral change | | 7 |
| B. Total number of parents or guardians who received services for the target behavior and who exited the program 6-12 months ago | | 19 |
| C. Percent (A/B) | | 36.84 |
| 18h. Employment status | | |
| (Parents/Guardians) Short Term Outcome | | |
| A. Number of parents or guardians served during the reporting period with the noted behavioral change | | 14 |
| B. Total number of parents or guardians receiving services for target behavior during the reporting period | | 43 |
| C. Percent (A/B) | | 32.56 |
| 18h. Employment status | | |
| (Parents/Guardians) Long Term Outcome | | |
| A. Total number of parents or guardians who exited the program 6-12 months ago who had the noted behavioral change | | 7 |
| B. Total number of parents or guardians who received services for the target behavior and who exited the program 6-12 months ago | | 19 |
| C. Percent (A/B) | | 36.84 |

For more information contact ojjdp-dctat@csrincorporated.com
Toll-free Technical Assistance Hotline Number: **1-866-487-0512**

OJJDP FY 2011 Family Drug Court Program Output Measures July 1st, 2013 to December 31st, 2013
Travis County Children's Continuum

| 42Output Measure | Projected Outcome | Outcome for 07/01/2013 – 12/31/2013 | Comments |
|--|--------------------------|--|--|
| Number of families served. | 24 families | 36 families | There are a total of 43 TCFDTC/CC participants; 7 are couples which reduces the CC count to the 36 families. Of these 43 participants: 26 were enrolled prior to this reporting period; and 11 were enrolled during this reporting period. |
| Percent of families served by an evidence-based program or practices intervention model. | 90% | 83% | EBP as it relates to 30 families out of the 36 served in the reporting period. Seeking Safety: 12 Nurturing Program: 20 EMDR: 5 Oxford House: 4 Child-Parent Psychotherapy: 19 CBT-TF: 2 This measure |
| Average length of program stay | 334 days | 421 Days | 10 participants at 4217 days |
| Percentage of participants who successfully complete the program. | 40% | 70% | Total discharges 10: 7 – successful 3 – unsuccessful |
| Percentage of participants who reoffend through drug offenses. | 5% | 0% | No participants had a new drug offense this reporting period. Total number of CC participants is 43 for this reporting period. |
| Percentage of participants who reoffend through child protection offenses. | 5% | 2% | This reporting period there was 1 referral on a drug court participant that was found RTB. |
| Percentage of children reunited after being removed from the home and placed in temporary placement. | 50% | 33% | N = 69 children that received services this reporting period. 18 children (of this 69) were in out of home care at some time during the reporting period. 2 children were in foster care and 16 were in relative or fictive kin placement. 4 children were reunified during the reporting period. |
| Percentage of children in permanent placement | 75% | 91% | N = 69 - 61 of the 69 children are in their expected permanent placement. |

OJJDP FY 2011 Family Drug Court Program Output Measures July 1st, 2013 to December 31st, 2013
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| 42 Output Measure | Projected Outcome | Outcome for 07/01/2013 – 12/31/2013 | Comments |
|--|--|---|--|
| Percentage of parents whose parental rights were terminated for their child(ren) | 30% | 0% | 36 participants during the reporting period and none had parental rights terminated while participating in the drug court program |
| Number of system level initiatives implemented (by type) | 5 | 3 | <p>1) Ongoing process enhance DCT members communication and effectiveness as it pertains to child safety and placement</p> <p>2) FDTC presentation to the Travis County Commissioner's Court to secure funding post grant</p> <p>3) DCT management to work with National experts to further integrate work with fathers into the drug court and take a more family focused approach to interventions and services</p> <p>This site met the goal of 5 system level initiatives in the grant year.</p> |
| Number of professionals receiving training | 60 per quarterly training/1 conference attendee a year | 2/ child specific Trgs w/ 116 participants 3 DCT members attended NADCP conference | <p>3 DCT members attended the NADCP training (Judge, AAL for children, Child/Family Therapist). 2 quarterly trainings were held: 28 attended the skill building training on Stress management/Communication team functioning; and 88 attended training on Impact of Trauma and Domestic Violence.</p> <p>The site has met or exceeded this measure each reporting period.</p> |
| Number of unique services provided to children. | 30 unique services provided per year | 51 | <p>For this reporting period 35 children received unique services with 16 receiving multiple services. The services provided included: speech therapy (1), physical therapy (1), occupational therapy (1), pro-social skills group (7), play therapy (4), parent/child psychotherapy (24), therapeutic camp (4), tutoring/mentoring (1), infant massage (1), family therapy (3), CBT-TF therapy (3), EMDR therapy (1).</p> <p>This site has exceeded this measure for the year – providing 94 unique services.</p> |

OJJDP FY 2011 Family Drug Court Program Output Measures July 1st, 2013 to December 31st, 2013
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| 42 Output Measure | Projected Outcome | Outcome for 07/01/2013 – 12/31/2013 | Comments |
|---|--|--|---|
| Number of ASQ screenings completed on children. | 40 | 18 | This includes 14 initial screenings and 4 post screenings. This site met this output with 42 screenings completed during the year. |
| Number of psychological and/ or developmental assessments completed on children. | 15 assessments recommended and 15 completed | 0 | No children were identified during this reporting period that required a psychological or developmental assessment. The program did complete 13 CANS assessment during the reporting period on children between 5-17 years of age. This site did not meet this output as only 9 children required further assessments beyond the services provided by the child/family therapists. |
| Percentage of parents who demonstrate improvement in AAPI-2 rating. | 85% | 71% | 27 clients participated in parenting training. 11 participants have taken pre-test only. 5 participants improved AAPI-2 scores while engaged in the service. Only two participant's scores declined after participation in the service. 9 participants have not initiated services during this reporting period. |
| Percentage of children who demonstrate improvement in achieving developmental milestones. | 90% | 100% | 4 Children received exit ASQ-SE during this reporting period. All 4 children showed improvement in their scores/achieving developmental milestones. This site consistently meets or exceeds this measure. |
| Number of parents who participate in insight-oriented psychotherapy | 15 | 24 | For this period parents participated in Child-Parent Psychotherapy; EMDR ; and Family Therapy. This site has exceeded this measure by providing these services to 38 parents during the grant year. |
| Number of parent/child visits supported by the Case Aide | 50 (revised down to reflect actual service need) | 13 | This is not an unduplicated count of children but the number of times this service was provided to a family during the reporting period. This position became vacant during the reporting period which negatively impacted reporting numbers. The position has been |

OJJDP FY 2011 Family Drug Court Program Output Measures July 1st, 2013 to December 31st, 2013
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| 42Output Measure | Projected Outcome | Outcome for 07/01/2013 – 12/31/2013 | Comments |
|---|-------------------|-------------------------------------|--|
| | | | posted and is in the process of being filled. The output for the grant year is 40. |
| Number of transportations provided by Case Aide to medical/behavioral health appointments | 50 | 7 | This is not an unduplicated count of children but the number of times this service was provided to a family during the reporting period. This position became vacant during the reporting period which negatively impacted reporting numbers. The position has been posted and is in the process of being filled. The output for the grant year is 27. |
| Child advocate is present at FDTC activities. | 300 | 500 | Grant Related Subcommittee Mtg – 7 Drug Court Management Mtg – 10 Drug Court Staffing – 21 Drug Court Hearings – 426 CPS Hearings – 36 The project underestimated this outcome measure in the grant application: |

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IMPLEMENTATION/MANAGEMENT

The Children's Continuum (CC) has been serving the children of parents enrolled in the Travis County Family Drug Treatment Court (TCFDTC) since February 2012. CC supports two full-time positions: a Child Therapist and a Case Aide; a Court Appointed Special Advocates (CASA) position at 25% (the position is full-time dedicated to the grant – 75% is considered match); flexible funding to support therapeutic services to the children and parents; and training to enhance the knowledge of the partners and community. The CC is part of two other grants that support the TCFDTC: a Governors' Grant that funds the Drug Court Coordinator and an Administration of Child and Family Services – Children's Bureau RPG called Parenting in Recovery (PIR) which provides service dollars for TCFDTC parent participants. The PIR grant is currently funded as a two-year extension grant; which allows for an additional child therapist and an Attorney ad Litem for the children whose parents have an open lawsuit with TCFDTC.

In the last six months (July – December 2013), the site has maintained all the administrative oversight required to successfully manage the grant. These include:

- Monthly management meetings are held for the CC grant management team which includes Child Therapists, Case Aide, Drug Court Coordinator, PIR Project Director, and TCHHS/VS CC project manager. The purposes of these meetings are to review grant implementation, fidelity, service provision, design, data collection and management, and reporting.
- Travis County Auditor site reviews of grant funded contracts will occur in the first quarter of 2014 (Jan – March).
- Match has been collected for Year 1 and two 2. The match reporting has been less than projected each quarter due to delayed billing due to contractual issues and a decrease in projected funding for service needs. A GAN is currently being internally reviewed and will be submitted by end of January 2014; requesting an expansion of Match to additional County staff. The site Match is compromised of the CASA position; County staff time/space; MSO fee; and service match. In the second year of the grant, Travis County increased the spending on concrete supports as a match to the grant – this increase has gone from \$140 in year one to \$11,618 in year two. The site will carefully monitor the status of the match but is confident that over the term of the grant all match requirements will be successfully met.
- There have been no turnovers in key grant management staff and one in grant funded staff.
 - Case Aide position became vacant in November 2013. The position has been posted and expected to be filled by mid-February. The duties of this position have been temporarily assumed by CPS staff and the Drug Court Coordinator.
- Status of the Grant funded positions.
 - Child Therapist remains employed by Austin Travis County Integral Care. This position continues to conduct assessments, develop plans of care, refer children to additional services, provide intensive services, and attend collaborative meetings.
 - Case Aide position is employed by Travis County Health and Human Services and is currently vacant This position manages these duties: 1) provides both transportation and supervision of parent/child visits; 2) collects and updates data requirements for the grant and records management; and 3) oversight of the expenditure of match funds to meet concrete/basic needs of children/youth and their families.

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- Child Advocate remains employed by CASA of Travis County. This position provides advocacy and support to the children and families of the FDTC.
- Status of Direct Services for Children's Continuum Grant participants:
 - Children Demographics
 - 69 children identified during the reporting period
 - 45 received a paid service or support
 - 55 received a therapeutic support (there is duplication between the 45/55 children)
 - Age
 - 8 under 1
 - 30 1-3 years of age
 - 14 4-6 years of age
 - 17 7-14 years of age
 - Gender
 - 34 Females
 - 35 Males
 - Race/Ethnicity
 - 4 Multi-Racial
 - 10 Black/African American
 - 28 Hispanic/Latino
 - 27 Caucasian/White
 - Specialized Children Services – all Eligible Children:
 - Receive a screening using the ASQ- SE or the CANS (depending on the age of the child) and a follow-up assessment if indicated. In the last reporting period 13 CANS were completed (10 initial and 3 post) and 18 ASQ-SE were done.
 - Receive individualized service planning including a social history; service referrals; medical home and wellness appointments. In this last year with the addition of the PIR funded therapist this site has expanded services to all children of the parents enrolled in FDTC whether or not they are listed on the Child Protective Services (CPS) petition. This has expanded services to children of the FDTC parent that reside with the other parent or relatives. In this way the project is serving the whole family and all those impacted by the parental substance abuse. Not all children who are identified are served with an individual plan of service; service occurs for those children who are not on the petition at the request of the parent, family members or other legal parties.
 - Have the opportunity to participate in Child/Parent psychotherapy; CBT-TF; EMRD; play therapy for those children who require that level of intervention. These services were provided to 33 children during the reporting period.
 - Provided with referrals to community providers for specialized services not covered by insurance (Medicaid). The primary services authorized during this reporting period were therapeutic camp, pro-social skills acquisition group, tutoring/mentoring, and infant massage.

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- Provided with referrals to community providers for insurance covered services such as physical, occupational and speech therapy.
- Parent Coaching Services
 - Mauney and Associates continues to be the service provider for the 1:1 parent coaching services using the Nurturing Parenting Program and administering pre/post AAPI tests to the participants. This service is initially funded through the PIR grant (12 sessions) and any additional sessions required by the participant are funded by CC grant.
 - CC has funded 27 sessions for 12 participants from July - December 2013

BUDGET

By the closure of Year 2 the grant continues to under spend the projected budget. This is attributable to various factors: 1) delay in contract execution which resulted in a delay in billing and grant reimbursement of eligible expenditures; 2) the projected budget over estimated the rate of expenditures for specialized children and parent services 3) position vacancy.

The site continues to monitor billing to ensure that all billing is invoiced as promptly as possible and paid within a 30 to 45 day window. ATCIC a major partner to the grant had turn over in key positions that led to delay in billing, processing and payment of invoices The new staff are hired; completed training and moving into year three will be able to manage the complexity and workload of the grant funding. The renewal contracts were submitted in mid-summer for completion and execution by October 2013; however, delays in review and requested changes by the partners have resulted in the execution of these contracts being delayed until February 2014. Service provision have been approved along with invoicing to the contract date of October 1st 2014 for all partners – so there has been no disruption in services but it may delay expenditures against the grant funds. The site has completed and will submit a GAN by February 2014 that stretches the grant funding into a fourth year. The funding for the fourth year will be primarily utilized to continue funding the grant positions. This will allow the grant to utilize the awarded funds in a productive manner that supports the goal of the project and provides for additional time to sustain local funding for the project. The vacant case aide position has resulted in some salary savings that we be utilized to support the GAN and the requested one year extension of the grant. This position is expected to be interviewed and hired by end of January 2014.

The site will also be monitoring the match submission to ensure compliance with the grant application. CC management team put into place a method to ensure expanded expenditure of concrete service dollars as match to the grant; as well as, expanding the personnel match. These two adjustments along with current match should ensure full compliance with this requirement.

STATUS OF GRANT GOALS

Enhanced functioning and well-being of children

To date the CC has provided 89 ASQ-SE pre and post screenings, which resulted in 25 developmental assessments; 23 CANS assessments; 60 received child/parent psychotherapy/EMDR/Family Therapy/Play Therapy, and 38 children received 114 (duplicated

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count) unique therapeutic supports. These supports included mentoring, tutoring pro-social acquisition group, behavioral aide, therapeutic camp, social integration activity, and infant massage. 14 children also received traditional developmental therapy such as speech, occupational and physical therapy. Additionally, the child therapist developed individualized plans, identified and linked to medical homes (when necessary), and referred to community services. The 20 pre/post ASQ-SE completed thus far all demonstrated improvement in the children's functioning. CC grant also provided 95 parent/child visits and 72 transports to medical/behavioral health appointments. The site has developed a system that ensures each eligible child's service needs are identified early and then supports are put into place to improve/enhance functioning. The children along with their enrolled FDTC parent is reviewed monthly at a case management meeting where status, progress and additional service identification is identified and implemented. The CC is seeing indications that providing holistic service provision to the parent and child that address their individual needs but also focuses on the establishment and/or repair of the parent – child relationship is critical to overall success for families.

Improved capacity of parents to safely care for their children through improved parent/child relationships

The TCFDTC continues to provide an array of services and supports to the participants that include: substance abuse treatment, housing and basic needs supports, parent training, therapeutic services and other individualized services. These supports and services will continue to be funded through the RPG – Parenting in Recovery and Governor's Grants. The services that are being provided under the CC to increase the capacity of parents to safely parent their children are individualized parent coaching/education sessions utilizing the Nurturing Parenting Program and Child- Parent Psychotherapy (CPP). As the site is serving children from 0-17, there continues to be a further integration of parent and child services. The goal is to improve the functioning of the child, the parent/child relationship and the skill and coping ability of the parent. This requires a flexible approach to services that includes individual services for the child, individual services for the parent and integrated services with parent(s) and child. This is reflected in the child/parent psychotherapy, family therapy, CBT-TF, and individual skill building and mental health services for the child and parent such as EMDR. All parents, eligible under the Children's Continuum, receive expanded parent coaching/education services. These parents are screened pre/post using the AAPI-2; year to date, 85% of the parents' demonstrated improvement in parenting abilities and knowledge. Through the CC and the FDTC, the service need is identified early, the therapist engages the parent and provides the service at a time and location that works for the parent's schedule and the length of the service provision is based on the progress of the parent/child relationship. These services have shown to be impactful in improving the child's behaviors, parental capacity and repairing/strengthening the parent/child relationship. This is critical for the long-term stability of the families served by this project. The last two years of this grant have demonstrated that supports to the children and repair to the parent/child relationship are as important as the services and supports provided to the substance depending parent.

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Establishment of a continuum of screening, development, therapeutic and non-traditional services for children

The maintenance and refinement of a continuum of services for the children continues to be a key focus area for the grant. Our community continues to successfully ensure that the children are enrolled in a health insurance program (Medicaid primarily); have a medical home; and receive wellness check-ups and immunizations. The TCFDTC has a partnership with Lone Star Circle of Care, a federally qualified health center, to provide services to drug court participants and their children. The site now serves children 0-17 whose parents are eligible drug court participants. The screening tools have expanded from the ASQ-SE to include the CANS (used primarily with children 5 and older). These tools have been successful in both determining potential developmental delays and emotional, behavioral, and coping issues. The infrastructure is now in place to provide a variety of services to the children ranging in age from 0-17. The primary services for the children ages 0-3 continue to be child/parent psychotherapy, developmental screenings for services (speech, physical, occupational) and infant massage. The services for the children ages 4-17 can include the aforementioned services but may also include pro-social groups, therapeutic camps, mentor and tutoring services, CBT-TF, EMDR, and enrichment activities. The services vary based on the individual need of the child, the status of the parent/child relationship and the skills of the parent. In the last six months there has been an emphasis on focusing on the parent/child relationship and providing as much dyad (parent/child) oriented therapy as indicated to strengthen the relationship. The team is also ensuring stronger coordination between child/family therapists and the parent trainers to promote consistent messaging, limit duplication of services, and individualize the interventions.

DATA REPORTING

The site continues to track required reporting data through the use of multiple databases and tracking through excel spreadsheets.

For the site selected measures, there are eleven measures that this site is currently under or over reporting; all other measures for the year are within +/- 10% of the stated measure goal.

- Average length of program stay was projected at 11 months – the program is currently serving participants for an average of 14 months. The site has determined that the level of change being requested requires additional time and intervention and 14 months is a better indication of actual program length
- Percentage that successfully complete program is projected at 40% and is being reported at 70%. The completion is a “snapshot in time” and when you average the rate over the grant period the percentage is 58%. The project is able to succeed at a rate higher the national average despite working with complex participants with mental health challenges, prior CPS involvement, Trauma and Domestic Violence history.
- Percentage of children being reunited after being removed is projected at 50% and is being reported at 33%. This site has consistently underreported this measure due to how the rate is calculated. This site has far fewer children in out of home placement, generally less than 20% of the overall children being served, but of those children that are removed fewer are reunited

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with the participant. It should be noted that over 90% of the children in out of home placement are with relative or fictive kin and are not placed in the foster care system.

- Percentage of children in permanent placement is projected at 75% but is reported at 91%. The site has consistently done well on this measure because of the design – children are in the care of their parent or placed with a relative/fictive kin who can be considered a permanent placement option for the child.
- Number of unique services provide to children is projected at 30 a year and the site provide 94 this grant year. This has increased because of the addition of a new child therapist funded by the PIR grant. The number includes grant, insurance paid services along with individualized services provided by the two child therapists.
- Number of assessments projected as 15 per year and the site completed only 9. This is because the child therapists through the assessment tools were able to identify service needs without further testing. These additional assessments will be done when therapeutically indicated.
- Percentage of parents who demonstrate improvement in the AAPI-2 rating is projected at 85% but is reported at 71%. This is a “snapshot in time” and the average percentage for this measure over the two grant years is 85%.
- Number of parents who participate in insight orient psychotherapy is projected at 15 and the report is 38 for the grant year. This has increased due to the additional child/family therapist funded by the PIR grant.
- Number of parent/child visits and transportations to medical/behavioral health appointments is projected at 50 for both and reported as 40 and 27 for the grant year. This underreporting is due to a vacancy in this position and a slight underutilization/over projection of this service need since a majority of the children are placed with their parents or with relative/fictive kin who can facilitate visits.
- Child advocate present at FDTC activities is projected at 300 and reported at 500. This site underestimated the amount of meetings and hearings attended by CASA personnel semi-annually. The projected output is more realistically 475 – 525.

Long-Term Outcomes are reported in the DCTAT. This site reports on the combined long-term outcomes of both successful and unsuccessful discharges. This can skew the appearance of the long-term success of the drug court participants. In the section below the data is reported on separately and it shows that successful discharges out performed those who were unsuccessfully discharged from the TCFDTC.

For the current reporting period the site had 19 discharges, of those, 7 were successful and 9 were unsuccessful.

- Regarding the Substance Use measure the site was able to obtain reliable information on 13 out of the 16 discharged individuals – of these 13 - 5 were successful and 8 were unsuccessful discharges. Of the 5 successful discharges 3 were considered still in recovery and of the 8 unsuccessful discharges all were considered using substances.
- Regarding the Social Competence measure this site was able to obtain reliable information on 8 out of the 16 discharged individuals – of these 8 - 4 were successful and

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4 were unsuccessful discharges. Of the 4 successful discharges 4 demonstrated social competence and of the 4 unsuccessful discharges 1 demonstrated social competence.

- o Regarding Employment measure the site was able to obtain reliable information on 9 out of the 16 discharged individuals – of these 9 - 4 were successful and 5 were unsuccessful. Of the 4 successful discharges 2 reported employment and of the 5 unsuccessful discharges 1 reported employment

Additionally the site collected these data points:

| Status | Drug Positive Baby | Incarceration | CPS Investigation |
|-------------------------------|--------------------|---------------|-------------------|
| Successful – 7 participants | 0 | 0 | 0 |
| Unsuccessful – 9 participants | 1 | 2 | 3 |

Below are interpretations of how the site will define the data set and/or explanation for the current reporting numbers for the DCTAT required data. ***Please note there are minimal changes to this section and it is repeated for ease of comparison each reporting period. The additional information included is current output numbers for selected measures.***

Definitions

- *Percentage of children in permanent placement* – This site defines permanent placement for any reporting period as that placement which the child is expected to reside in permanently and will report a child in a permanent placement who meets that criteria regardless of the legal status of the case.
- *Percent of families served by an evidence-based program or practices intervention model* – These are the evidence-based practices that this site will be reporting on: Seeking Safety; Nurturing Parenting Program; EMDR; Oxford House; and Child-Parent Psychotherapy, CBT-TF
- *Percentage of parents whose parental rights were terminated* – the site will report this occurrence for any parent who is open with TCFDTC. This reported number will most often be 0%, as rarely does termination of parental rights occur while someone is a TCFDTC participant. Termination usually occurs during the final course of the CPS case, after a participant has been unsuccessfully discharged from the TCFDTC program.

Explanation for selected measures:

- *Number of families served.* This measure will include all TCFDTC participants who are eligible for CC services and who actually received services through CC. Please note that during the reporting period that they are found eligible they may or may not utilize specific grant services under CC. Participants will be counted as carry-over if they were reported on in the prior period regardless of whether they accessed services in the current reporting period.
- *Average length of program stay.* This will be an average of those eligible participants who received CC services and were closed to services during the reporting period. Please note that the current average length of participation is over a year.

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- *Percentage of participants who reoffend through child protection offenses.* This refers to enrolled families who receive another CPS referral that is found reason to believe.
- *Percentage of children reunited after being removed from the home and placed in temporary placement.* For this site this refers to children being returned to the care of the parent after placement with a relative through a safety placement or to actual placement in foster care. This site does not routinely work with children who are placed in foster care and then reunited with their parents, although this may occur occasionally.
- *Number of unique services provided to children.* These are traditional and non-traditional services provided to the children. This is reported on the number of services provided not on the unique child. This means that every unique service is reported and this will not be an unduplicated count of the children.
- *Percentage of children who demonstrate improvement in achieving developmental milestones.* This is derived from contrasting the pre and post ASQ-SE scores that are administered to each child. This measure may be impacted when families are abruptly discharged from the TCFDTC.
- *Number of parents who participate in insight-oriented psychotherapy* – this will be measured by Child-Parent Psychotherapy (CCP); CBT-TF; EMDR (all EBPs) that are provided by a grant funded child therapist
- *Long Term Outcome Measures* are completed on those individuals who have been previously discharged (prior reporting period) from TCFDTC either successfully or unsuccessfully. The prior discharges are used for reporting so they can be in the community for a longer period of time before reporting on their long-term outcomes.
 - *Substance use* – this is measured four ways: 1) either by self-report gathered by telephone interview; 2) review of Child Protective Services court reports where the statuses of UAs are recorded; 3) review of criminal history that suggests arrest for drug possession or manufacturing or other drug/ alcohol related offense such as public intoxication; 4) reports from close relatives or friends of the participant who have intimate knowledge of substance use. This site attempts to obtain this information via method #1 first and only if this is not available (the participant is lost to follow up), does this site utilize other ways to measure this outcome (#2-4) to get the most accurate information.
 - *Social competence* – this is measured through a telephone interview where these questions are asked: Do you have permanent housing?; Are you currently parenting your children full-time?; Are you still involved in a recovery program?; Have your relationships with others gotten worse, stayed the same, or improved since discharge from the drug court program? If a person responds affirmatively in 3 out of the 4 questions they are deemed to be socially competent. As with measuring substance use, if social competence can be measured through the use of CPS court reports or other data sources, this site will rely on those sources if the client is lost to follow up. Since social competence is measured by more specific questions of which answers are not as discernible through outside sources, it is less likely that this information can be obtained without direct report from the participant.
 - *Employment* – this is measured through a telephone interview where a participant is asked if they are employed (full or part time). As with measuring substance use, if

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employment status can be measured through the use of CPS court reports or other data sources, this site will rely on those sources if the client is lost to follow up.

Also please note that the TCFDTC is providing a subset of total data for the CC grant. The site is only reporting on those children and parents who were eligible and received actual services as designed by the CC grant. CC N is a subset of the total N served by the TCFDTC. This will result in smaller numbers and could "skew" the data interpretation. Additionally, the total findings for this site will differ from those of CC.

ACHIEVEMENTS & CHALLENGES

- The site participated in a successful sustainability session with the Travis County Commissioners Court. The commissioners indicated a willingness and interest in sustaining the FDTC (including the services provided by the CC) post grant. The project manager will work with internal entities to put together a budget proposal.
- The site held a meeting and a communication and team building session to improve communications between the legal child advocates and the child/family therapists. These steps helped foster improved and productive communication between the various FDTC representatives.
- The child therapists continue to "mock" billing for services through Medicaid so the project can determine the extent that their services can be maintained through billable hours.
- The site continues to promote the TCFDTC members' acceptance of parent/child integrated services and individualized parent services provided by the child therapist. Traditionally, the perception was that the child therapist works solely with the child and is perceived as a "child advocate" in the child welfare system. CC is promoting the concept that therapeutically, and with the use of EBT, it is critical to integrate the parent into the work with the child. This integration will differ based on the capacity of the parent/child and the extent of the issues to address. To this end, one practical change will be to refer to the child therapists as child and family therapists.

CHILDREN'S CONTINUUM IN ACTION

In this section of the report, a brief synopsis of the impact of the services rendered through the grant is provided.

Child A

The following is the story of two children who have experienced progress and success through funding by the Children's Continuum (CC). The children shall be called Faye and Benny and their mother shall be called Megan for purposes of this report. Faye was 16 months and Benny was approximately 6 weeks old when their mother joined the Family Drug Treatment Court (FDTC) program. Megan was referred to the program by Child Protective Services due to an 11 year history of drug abuse including several years abusing methamphetamines. At the time of Benny's birth, at two months premature, Megan tested positive for methamphetamines. Benny spent over one month in the Neonatal Intensive care unit at the hospital before he was able to reunify with Megan in the Austin Recovery inpatient treatment program. Megan also admitted

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that she had been the victim of domestic violence by the children's father and their father had been previously arrested for violence against her.

Prior to her mother's involvement in the FDTC program, Faye was primarily cared for by her maternal grandmother. Although Faye remained with her maternal grandmother until Megan was successfully discharged from inpatient treatment, Faye reunified with her mother in sober housing. Throughout her treatment stay and continuing in the community, Megan demonstrated appropriate bonding and attachment with Benny. She also expressed a desire to begin fully parenting Faye as a primary rather than secondary caregiver but to adequately do so, Megan needed parenting support and life skills. These supports and skills were provided by the child therapist in the form of Child-Parent Psychotherapy and through contracted individualized parent training utilizing the Nurturing Parenting Program. Megan also learned infant massage to support Benny's digestion and decrease hyper-tonicity. Faye received a developmental screening through Early Childhood Intervention services, which determined that Faye was delayed in her acquisition of speech by 15%. Although this assessment indicated delay, Faye did not qualify for formal speech therapy services; however, the child therapist and parenting trainer did begin teaching Megan tools and techniques to support Faye's speech development.

Through the use of these services, Benny progressed and is now developmentally on target for his age of 11 months. Faye is now speaking in developmentally appropriate sentences and is able to verbalize her needs to her mother. The children's progress has also reduced Megan's frustration level with meeting their needs and Megan is able to stay in a calming state more easily while parenting. Intervention has improved on resolving Megan's co-dependency struggles with the children's father, supporting Megan's confidence in her parenting skills, and increasing Megan and Faye's attachment. Presently, 10 months after joining the FDTC program and 11 months after Benny's birth, all of these areas of functioning have greatly improved. Megan has also remained sober throughout this time period. She continues to progress in her recovery program, to work with a sponsor, to attend regular 12 step meetings, and to work with her own individual therapist. She has been awarded a housing voucher and is currently searching for housing and employment to support her own independence and the needs of her children.

Child B

D is a shy 11 year old girl whose mother entered the Family Drug Treatment Court for methamphetamine addiction. Prior to entering our program, she was living with her mother, two siblings, grandparents, and an uncle. Over the summer D participated in a support group for children of addicted parents. She also participated in a therapeutic summer camp with her brother. D recently disclosed for the first time that she was a victim of sexual abuse a few years ago. She is now receiving evidence-based treatment for trauma to deal with the effects of the abuse. Her mother is also receiving counseling to help support her daughter. The family is now living in their own apartment, the mother is in recovery, employed full-time, and the children are

- 11 | Travis County Family Drug Treatment Court: Children's Continuum
Enhancement Grant
2011-DC-BX-0010
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all doing well. Both D's mother and her teacher report that she is making friends, coming out of her shell, and seems much happier and more confident.

These synopses demonstrate the immediate impact the CC grant services can have on the functioning of the children and their parents. This grant provides the necessary services to ensure that the children are functioning optimally and the parent is able to successfully manage their behavior while maintaining their independence and sobriety.

Program Timeline – Updated January 2014

| Month/Yr | Project Goal | Related Objective | Activity | Expected Completion Date | Current Status |
|----------|----------------------------|--|--|---|---|
| 1 - G 1 | Grant Award Implementation | Complete internal County processing of grant award | Grant Certification Set-up Budget line items – County system | Completed | Completed – January 2012 |
| 1 - G 1 | Grant Award Implementation | Introduce the grant award to the FDTC team | Meeting with partners and community | Completed | Completed – 4 meetings held with partners/community btwn Oct-Dec 2011 |
| 1 - G 1 | Grant Award Implementation | Child therapist position funded by grant ASQ tool to complete assessments Allocate funding for therapeutic services for children | Complete sub-recipient contract with ATCIC to include funding for: child therapist; purchase ASQ materials; therapeutic services for children Travis County post case aide position | Completed | Contract completed December 2011 ASQ materials purchased Ther Svs in SOC Contract Posted November 2011 |
| 1 - G 1 | Grant Award Implementation | Case aide position funded by grant Child Advocate as a part of FDTC | Complete sub-recipient contract with CASA for the employment of a Advocacy Specialist | Completed | Contract completed December 2011 Person identified Oct 2011 and began supporting grant immediately. |
| 1 - G 1 | Grant Award Implementation | Parent coaching services | Amend SOC contract to include grant funds for payment of Parent coaching services | Completed | Contract amended November 2011 |
| 1 - G 1 | Grant Award Implementation | Staff Training | Develop Training Schedule for first quarter | Completed | Training Committee was formed and a training schedule was developed for second and third quarter of Grant Year 1. |
| 2 - G 1 | Grant Award Implementation | Parent coaching services | Authorize 12 Parent Coaching Services per eligible participant Monitor service provision | Ongoing grant expectation for all 3 years | Service is being provided and the amount of sessions varies per individual need. |
| G1-G3 | Grant Award Implementation | Child Therapist ASQ Materials Case Aide | ATCIC hires child therapist Purchases ASQ materials TC hires case aide | Completed | Therapist continues in the position. |
| 2 - G 1 | Grant Award Implementation | Grant funded positions fully understand their job duties and responsibilities | Train child therapist on grant design and implementation Train Case Aide on grant design and implementation | Completed | Both positions were filled in January 2012. Therapist completed training in January. Case Aide completed training in February 2012. |

| Month/Yr | Project Goal | Related Objective | Activity | Expected Completion Date | Current Status |
|----------|----------------------------|--|---|---|--|
| 2 - G1 | Grant Award Implementation | Reporting and Evaluation requirements of grant | Establish tracking system for grant reporting Add new measures to database | Completed | Tracking system has been established for the measures in grant submission and for the DCTAT measures. |
| 2 - G1 | Grant Award Implementation | Match Funds for Grant | Establish system to track grant match contributions quarterly | Completed | Site is closely monitoring match contributions to ensure full match is met. |
| 2-G1 | Grant Award Implementation | Children to receive services under the grant | Develop a list of children that could be served under the grant Develop referral protocol to child therapist | Completed | List was completed December 2011. List will be continuously revised and is reviewed monthly at both case management and CC meetings. |
| 2-G1 | Grant Award Implementation | Children to receive services under the grant | Develop a referral protocol for Case Aide Create case file to include documentation of services provided by Case Aide | Completed | Referral protocol has been established. Case file has been established. |
| 3-G1 | Grant Award Implementation | Forms associated with grant design services provided by child therapist | Create child file that includes assessment, plan of care, contacts, service provision | Completed | Forms have been established for CC and were revised after case record review. |
| 3-G1 | Grant Award Management | Children receiving grant design services: Assessments, Plan of Care, Referrals, therapeutic services | CC Child therapist begins assessments of eligible children and complies with the grant design | Completed | Children are receiving grant design services: Assessments, Plan of Care, Referrals and Therapeutic Services |
| G1-G3 | Grant Award Implementation | Parent/Child Visitation Transportation to Child Appointments | Case Aide provides transportation and supervision of Parent/Child visits Case Aide provides transportation to appointments | Ongoing grant expectation for all 3 years | Parent / Child Visitation and Transportation have occurred. |
| 3-G1 | Grant Award Implementation | Staff Training | Identify Staff to attend National Drug Court Training Complete necessary TC forms | Completed | The Assistant District Attorney attended the training May 2012. |
| G1-G3 | Grant Award Management | Staff Training | Provide Staff Training per grant guidelines | Ongoing grant expectation for all 3 years | 98 attendees / 47 child specific training |
| G1-G3 | Grant Award Management | Child Advocate as part of FDTC | Child Advocate participates in FDTC staffing, meetings, and hearings | Ongoing grant expectation for all 3 years | Child advocate began serving CC immediately upon grant award – October 2011. |

| Month/Yr | Project Goal | Related Objective | Activity | Expected Completion Date | Current Status |
|----------|------------------------|----------------------------------|---|--|---|
| G1-G3 | Grant Award Management | Grant compliance | Quarterly Meetings to review grant compliance, design success, troubleshoot issues, monitor budget | Ongoing grant expectation for all 3 years | Complied with but meetings are occurring monthly, not quarterly |
| G1-G3 | Grant Award Management | Children Services | Child Therapist receive new assessments each month | Ongoing grant expectation for all 3 years | Child Therapist is receiving new referrals as new parents are enrolled in drug court (does not occur every month) |
| G1-G3 | Grant Award Management | Children Services | Child Therapist provides grant designed services: assessments, 90 day case management; builds intensive caseload | Ongoing grant expectation for all 3 years | To date in G2 the project has served 32 children and their families. |
| 4-G1 | Grant Award Management | Semi-Annual Reports for grant | Complete data input on all performance measures | July and January | All required reports have been submitted. |
| 5-G1 | Grant Award Management | Grant oversight by lead agency | Develop a schedule to monitor sub-recipient contract, review files, and monitor grant compliance | Completed | Grant manager will do site visits and file audits each September. |
| 6-G1 | Grant Award Management | Partner collaboration with grant | Child Therapist will work with partners to ensure a smooth system of collaboration regarding children services and produce a flow chart | Completed but will be monitored for updates and/or system improvement. | System in place; subcommittee developed to monitor progress |
| 7-G1 | Grant Award Management | Grant compliance | Collect grant match documents from internal and external partners | Information will be collected in September and April. | Grant Manager and County Auditor will facilitate the process |
| G1-G3 | Grant Award Management | Children Services | Monitor budget expenditure per grant requirements and complete GANs as required | Ongoing grant expectation for all 3 years | GANS will be submitted as needed; site anticipates submitting new GAN in Y2 second quarter |
| G1-G3 | Grant Award Management | Children Services | Monitor grant design implementation and effectiveness and update/alter as indicated and submitted the required GANS | Ongoing grant expectation for all 3 years | Program GAN was submitted and approved in GYr1 |
| G1-G3 | Grant Award Management | Children Services | Continue Child Therapist service provision per grant design | Ongoing grant expectation for all 3 years | Child Therapist Laurie Ruddy Grant Manager |
| G1-G3 | Grant Award Management | Children Services | Continue Case Aide service provision per grant design | Ongoing grant expectation for all 3 years | Child Therapist FDTC Coordinator Grant Manager |

| Month/Yr | Project Goal | Related Objective | Activity | Expected Completion Date | Current Status |
|----------|------------------------|---|--|---|---|
| G1-G3 | Grant Award Management | Child Advocate as part of FDTC | Child Advocate participates in FDTC staffing, meetings, and hearings | Ongoing grant expectation for all 3 years | Laura Wolf Child Advocate |
| G1-G3 | Grant Award Management | Staff Training | Provide Staff Training per grant guidelines | Ongoing grant expectation for all 3 years | Multiple trainings to the DCT and the community focusing on children service issue. |
| G1-G3 | Grant Award Management | Completion of Semi-Annual Reports for grant | Complete data input on all performance measures and submit required reports | Ongoing grant expectation for all 3 years | Grant Management Team |
| G1-G3 | Grant Award Management | Grant compliance | Collect grant match documents from internal and external partners | Ongoing grant expectation for all 3 years | Laura Peveto Janice Cohoon |
| G1-G3 | Grant Award Management | Grant compliance | Monthly Meeting to review: grant compliance, design success, troubleshoot issues, monitor budget | Ongoing grant expectation for all 3 years | Grant Management Team will now meet twice a month – starting Aug '13 |
| G1-G3 | Grant Award Management | Grant Oversight | Lead agency monitor grant compliance of contracts through file monitoring and fiscal review | Annually | Laura Peveto Janice Cohoon |
| G1-G3 | Grant Award Management | End of Grant Year One Reporting | Grant reports are due Semi-Annually in July and January | January 31 st , 2014 July 31 st , 2014 | January report submitted on-time; July submitted on 7/30/13 |
| G3 | Grant Award Management | Service Improvement | Prepare written report regarding grant compliance based on monitoring activities – submitted with performance data semi-annually. | Will be submitted with the January 2014 semi-annual report | Laura Peveto |
| G1-G3 | Grant Award Management | Grant compliance | End of Grant Yr 1 Meeting to review: grant compliance, design success, troubleshoot issues, monitor budget and review results of monitoring activities – this is done monthly. | Monthly | Grant Management Team |
| G1-G3 | Grant Award Management | Staff Training | Identify Staff to attend National Drug Court Trg Complete necessary TC forms; Recommending send 2 persons this year including new associate judge | Associate Judge and other Child Therapist will attend this July | Grant Management Team |
| G2-G3 | Grant Award Management | Sustainability | Begin identifying services and supports currently funded by the grant that will be sustained; explore funding sources and methodology; consider applying for a one year extension. | Ongoing process – funding being identified to maintain services provided by grant | Grant Management Team |

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OJJDP FY 11 Family Drug Court Programs 2011-DC-BX-0010



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Semi-Annual Progress Report Handbook

Certification

[Report Overview](#)

To the best of my knowledge and belief, all data in this progress report that I have provided is true and correct, the document has been duly authorized by the governing body of the grantee and the applicant will comply with the attached certifications.

[Point of Contact](#)

Your typed name, in lieu of your signature represents your legal binding acceptance of the terms of your grant and your statement of the veracity of the representations made in this progress report. The document has been duly authorized by the governing body of the grantee and the grantee will comply with the following:

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[Narratives](#)

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| | |
|------------------|---|
| *Prefix: | The Honorable ▼ |
| Prefix (Other): | |
| *First Name: | Samuel |
| Middle Initial: | T |
| *Last Name: | Biscoe |
| Suffix | Suffix ▼ |
| Suffix (Other): | |
| *Title: | Travis County Judge |
| *Address Line 1: | P.O. Box 1748 |
| Address Line 2: | |
| *City: | Austin |
| County: | |
| *State: | Texas ▼ |
| *Zip Code: | 78767 - 1748 Zip+4 Lookup |
| *Phone: | 512 - 854 - 9555 Ext : |
| Fax: | 512 - 854 - 9535 |
| *E-mail: | sam.biscoe@co.travis.t Email Help |

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**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE CHIEF FINANCIAL OFFICER**

A. The grantee certifies that the appropriated funds were spent for the purpose or purposes of the grant, and only such purpose or purposes;

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B. the terms of the grant, cooperative agreement, or contract were complied with; and,

C. all documentation necessary for conducting a full and proper audit under generally accepted accounting principles, and any (additional) documentation that may have been required under the grant, cooperative agreement, or contract, have been kept in orderly fashion and will be preserved for not less than 3 years from the date of such close out, termination, or end.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

I have examined the information provided here regarding the signing authority and certify it is accurate. I am the signing authority, or have been delegated or designated formally as the signing authority by the appropriate authority of official, to provide the information requested for this progress report on behalf of this jurisdiction. Information regarding the signing authority, or the delegation of such authority, has been placed in a file and is available on-site for immediate review.

Accept and Continue

Accept

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Travis County Commissioners Court Agenda Request

Meeting Date: 1/28/14

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:

- A. Proposed routine personnel amendments; and
- B. Non-routine POPS Salary Adjustment request from Constable Precinct 4's Office for a variance to Travis County Code § 10.0295, Peace Officer Pay Scale (POPS).

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Attached are Personnel Amendments for Commissioners Court approval.

A. Routine Personnel Actions – Pages 2 – 15.

B. Non-Routine Personnel Action – Pages 11, 16 - 18.

Constable Precinct 4 requests an exception to Peace Officer Pay Scale (POPS) – Travis County Code § 10.0295 to place Position 30001820 from step 5 to step 6, Constable Deputy Chief, PG 66. HRMD has reviewed supporting documentation and recommends approval; PBO has confirmed sufficient funds.

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.

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.

REQUIRED AUTHORIZATIONS:

Todd Osburn, Human Resources Management Department, 854-2744
Debbie Maynor, Human Resources Management Department, 854-9170
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.



HRMID

Human Resources Management Department

700 Lavaca Street, 4th Floor

• P.O. Box 1748

• Austin, Texas 78767

• (512) 854-9165 / FAX (512) 854-9757

January 28, 2014

ITEM # :

DATE: January 17, 2014

TO: Samuel T. Biscoe, County Judge
Ron Davis, Commissioner, Precinct 1
Bruce Todd, Commissioner, Precinct 2
Gerald Daugherty, Commissioner, Precinct 3
Margaret Gomez, Commissioner, Precinct 4

VIA: Leslie Browder, County Executive, Planning and Budget *LB*

FROM: Debbie Maynor, Director, HRMD *DM*

SUBJECT: Weekly Personnel Amendments

Attached are Personnel Amendments for Commissioners Court approval.

A. Routine Personnel Actions – Pages 2 – 15.

B. Non-Routine Personnel Action – Pages 11, 16 - 18.

Constable Precinct 4 requests an exception to Peace Officer Pay Scale (POPS) – Travis County Code § 10.0295 to place Position 30001820 from step 5 to step 6, Constable Deputy Chief, PG 66. HRMD has reviewed supporting documentation and recommends approval; PBO has confirmed sufficient funds.

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

LB/DM/TLO

Attachments

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

WEEKLY PERSONNEL AMENDMENTS - ROUTINE

| Action Type Description | Action Reason Description | Action Effective Date | Current Personnel Area | Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt | New Personnel Area | Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt |
|-------------------------|---------------------------|-----------------------|------------------------|--|---------------------------------------|---|
| New Hire | New Hire | 01/13/2014 | N/A | N/A | 1450 - Facilities Management | 30005542 / Custodian / 2 - Temporary / 06 - Hourly - No Bnf / GRD07 / 00 / \$11.00 |
| New Hire | New Hire | 01/13/2014 | N/A | N/A | 1450 - Facilities Management | 30051877 / Custodian / 2 - Temporary / 06 - Hourly - No Bnf / GRD07 / 00 / \$11.00 |
| New Hire | New Hire | 01/14/2014 | N/A | N/A | 1450 - Facilities Management | 30051680 / Building Security Guard / 1 - Regular / 02 - Full Time Non-Exempt / GRD09 / 00 / \$23,067.20 |
| New Hire | New Hire | 01/22/2014 | N/A | N/A | 1500 - Medical Examiner | 30051602 / ME Investigator I / 1 - Regular / 02 - Full Time Non-Exempt / GRD18 / 00 / \$46,196.80 |
| New Hire | New Hire | 01/21/2014 | N/A | N/A | 1850 - Health and Human Sv and Vet Sv | 30005384 / Case Worker / 1 - Regular / 02 - Full Time Non-Exempt / GRD16 / 00 / \$40,487.00 |
| New Hire | New Hire | 01/13/2014 | N/A | N/A | 3150 - County Clerk | 30006781 / Elections Operations Cler / 2 - Temporary / 06 - Hourly - No Bnf / NCF01 / 00 / \$14.00 |

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WEEKLY PERSONNEL AMENDMENTS - ROUTINE

| Action Type Description | Action Reason Description | Action Effective Date | Current Personnel Area | Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt | New Personnel Area | Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt |
|-------------------------|---------------------------|-----------------------|------------------------|--|---------------------|---|
| New Hire | New Hire | 01/13/2014 | N/A | N/A | 3150 - County Clerk | 30006159 / Elections Operations Cler / 2 - Temporary / 06 - Hourly - No Bnf / NCF01 / 00 / \$12.00 |
| New Hire | New Hire | 01/13/2014 | N/A | N/A | 3150 - County Clerk | 30006748 / Elections Operations Cler / 2 - Temporary / 06 - Hourly - No Bnf / NCF01 / 00 / \$14.00 |
| New Hire | New Hire | 01/13/2014 | N/A | N/A | 3150 - County Clerk | 30006812 / Elections Operations Cler / 2 - Temporary / 06 - Hourly - No Bnf / NCF01 / 00 / \$14.00 |
| New Hire | New Hire | 01/14/2014 | N/A | N/A | 3150 - County Clerk | 30006779 / Elections Operations Cler / 2 - Temporary / 06 - Hourly - No Bnf / NCF01 / 00 / \$14.00 |
| New Hire | New Hire | 01/15/2014 | N/A | N/A | 3150 - County Clerk | 30006534 / Elections Operations Cler / 2 - Temporary / 06 - Hourly - No Bnf / NCF01 / 00 / \$14.00 |
| New Hire | New Hire | 01/13/2014 | N/A | N/A | 3150 - County Clerk | 30006735 / Elections Operations Cler / 2 - Temporary / 06 - Hourly - No Bnf / NCF01 / 00 / \$14.00 |

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WEEKLY PERSONNEL AMENDMENTS - ROUTINE

| Action Type Description | Action Reason Description | Action Effective Date | Current Personnel Area | CURRENT Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt | New Personnel Area | NEW Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt |
|-------------------------|---------------------------|-----------------------|------------------------|--|---------------------|---|
| New Hire | New Hire | 01/13/2014 | N/A | N/A | 3150 - County Clerk | 30006319 / Elections Operations Cler / 2 - Temporary / 06 - Hourly - No Bnf / NCF01 / 00 / \$14.00 |
| New Hire | New Hire | 01/13/2014 | N/A | N/A | 3150 - County Clerk | 30006155 / Elections Operations Cler / 2 - Temporary / 06 - Hourly - No Bnf / NCF01 / 00 / \$12.00 |
| New Hire | New Hire | 01/13/2014 | N/A | N/A | 3150 - County Clerk | 30006686 / Elections Operations Cler / 2 - Temporary / 06 - Hourly - No Bnf / NCF01 / 00 / \$12.00 |
| New Hire | New Hire | 01/21/2014 | N/A | N/A | 3500 - Sheriff | 30050215 / Dispatch Specialist 911 / 1 - Regular / 02 - Full Time Non-Exempt / GRD15 / 00 / \$43,260.67 |
| New Hire | New Hire | 02/18/2014 | N/A | N/A | 3500 - Sheriff | 30002650 / Cadet / 1 - Regular / 02 - Full Time Non-Exempt / GRD80 / 01 / \$38,919.50 |
| New Hire | New Hire | 01/21/2014 | N/A | N/A | 3500 - Sheriff | 30002326 / Cadet / 1 - Regular / 02 - Full Time Non-Exempt / GRD80 / 01 / \$38,919.50 |

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WEEKLY PERSONNEL AMENDMENTS - ROUTINE

| Action Type Description | Action Reason Description | Action Effective Date | Current Personnel Area | CURRENT Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt | New Personnel Area | NEW Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt |
|-------------------------|---------------------------|-----------------------|------------------------|--|------------------------|---|
| New Hire | New Hire | 01/21/2014 | N/A | N/A | 3500 - Sheriff | 30002327 / Cadet / 1 - Regular / 02 - Full Time Non-Exempt / GRD80 / 01 / \$38,919.50 |
| Re-Hire | Re-Hire | 01/21/2014 | N/A | N/A | 3500 - Sheriff | 30003145 / Dispatch Specialist 911 / 1 - Regular / 02 - Full Time Non-Exempt / GRD15 / 00 / \$35,651.20 |
| Re-Hire | Re-Hire | 01/21/2014 | N/A | N/A | 3100 - County Attorney | 30000843 / Law Clerk I / 1 - Regular / 04 - Part Time Non-Exempt / GRD15 / 00 / \$17,304.25 |
| Mobility | Career Ladder | 01/07/2014 | 3500 - Sheriff | 30005919 / Cadet / 1 - Regular / 02 - Full Time Non-Exempt / GRD80 / 01 / \$38,919.50 | 3500 - Sheriff | 30005919 / Corrections Officer / 1 - Regular / 02 - Full Time Non-Exempt / GRD81 / 01 / \$44,368.27 |
| Mobility | Career Ladder | 01/03/2014 | 3500 - Sheriff | 30005916 / Corrections Officer / 1 - Regular / 02 - Full Time Non-Exempt / GRD81 / 01 / \$44,368.27 | 3500 - Sheriff | 30005916 / Corrections Officer Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD83 / 01 / \$48,226.26 |
| Mobility | Career Ladder | 01/17/2014 | 3500 - Sheriff | 30005917 / Corrections Officer / 1 - Regular / 02 - Full Time Non-Exempt / GRD81 / 01 / \$44,368.27 | 3500 - Sheriff | 30005917 / Corrections Officer Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD83 / 01 / \$48,226.26 |
| Mobility | Career Ladder | 01/22/2014 | 3500 - Sheriff | 30005892 / Cadet / 1 - Regular / 02 - Full Time Non-Exempt / GRD80 / 01 / \$38,919.50 | 3500 - Sheriff | 30005892 / Corrections Officer / 1 - Regular / 02 - Full Time Non-Exempt / GRD81 / 01 / \$44,368.27 |

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WEEKLY PERSONNEL AMENDMENTS - ROUTINE

| Action Type Description | Action Reason Description | Action Effective Date | Current Personnel Area | CURRENT Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt | New Personnel Area | NEW Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt |
|-------------------------|---------------------------|-----------------------|------------------------|---|--------------------|--|
| Mobility | Career Ladder | 01/17/2014 | 3500 - Sheriff | 30005921 / Corrections Officer / 1 - Regular / 02 - Full Time Non-Exempt / GRD81 / 01 / \$44,368.27 30003246 / Law | 3500 - Sheriff | 30005921 / Corrections Officer Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD83 / 01 / \$48,226.26 30003246 / Law |
| Mobility | Career Ladder | 01/23/2014 | 3500 - Sheriff | Enforcement Sheriff Deputy / 1 - Regular / 02 - Full Time Non-Exempt / GRD72 / 06 / \$57,745.38 30003297 / Law | 3500 - Sheriff | Enforcement Sheriff Deputy Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD74 / 06 / \$63,008.61 30003297 / Law |
| Mobility | Career Ladder | 01/23/2014 | 3500 - Sheriff | Enforcement Sheriff Deputy / 1 - Regular / 02 - Full Time Non-Exempt / GRD72 / 01 / \$52,301.81 30003200 / Law | 3500 - Sheriff | Enforcement Sheriff Deputy Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD74 / 01 / \$55,962.82 30003200 / Law |
| Mobility | Career Ladder | 01/23/2014 | 3500 - Sheriff | Enforcement Sheriff Deputy / 1 - Regular / 02 - Full Time Non-Exempt / GRD72 / 01 / \$52,301.81 30005912 / Corrections | 3500 - Sheriff | Enforcement Sheriff Deputy Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD74 / 01 / \$55,962.82 30005912 / Corrections |
| Mobility | Career Ladder | 01/03/2014 | 3500 - Sheriff | Officer / 1 - Regular / 02 - Full Time Non-Exempt / GRD81 / 01 / \$44,368.27 30003256 / Law | 3500 - Sheriff | Officer Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD83 / 01 / \$48,226.26 30003256 / Law |
| Mobility | Career Ladder | 01/23/2014 | 3500 - Sheriff | Enforcement Sheriff Deputy / 1 - Regular / 02 - Full Time Non-Exempt / GRD72 / 01 / \$52,301.81 | 3500 - Sheriff | Enforcement Sheriff Deputy Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD74 / 01 / \$55,962.82 |

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WEEKLY PERSONNEL AMENDMENTS - ROUTINE

| Action Type Description | Action Reason Description | Action Effective Date | Current Personnel Area | CURRENT Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt | New Personnel Area | NEW Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt |
|-------------------------|---------------------------|-----------------------|------------------------|---|--------------------|--|
| Mobility | Career Ladder | 01/17/2014 | 3500 - Sheriff | 30005918 / Corrections Officer / 1 - Regular / 02 - Full Time Non-Exempt / GRD81 / 01 / \$44,368.27 30003410 / Law | 3500 - Sheriff | 30005918 / Corrections Officer Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD83 / 01 / \$48,226.26 30003410 / Law |
| Mobility | Career Ladder | 01/23/2014 | 3500 - Sheriff | Enforcement Sheriff Deputy / 1 - Regular / 02 - Full Time Non-Exempt / GRD72 / 01 / \$52,301.81 30005877 / Law | 3500 - Sheriff | Enforcement Sheriff Deputy Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD74 / 01 / \$55,962.82 30005877 / Law |
| Mobility | Career Ladder | 01/23/2014 | 3500 - Sheriff | Enforcement Sheriff Deputy / 1 - Regular / 02 - Full Time Non-Exempt / GRD72 / 01 / \$52,301.81 30005914 / Corrections | 3500 - Sheriff | Enforcement Sheriff Deputy Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD74 / 01 / \$55,962.82 30005914 / Corrections |
| Mobility | Career Ladder | 01/03/2014 | 3500 - Sheriff | Officer / 1 - Regular / 02 - Full Time Non-Exempt / GRD81 / 01 / \$44,368.27 30002258 / Cadet / 1 - Regular / 02 - Full Time Non-Exempt / GRD80 / 01 / \$38,919.50 30005913 / Corrections | 3500 - Sheriff | Officer Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD83 / 01 / \$48,226.26 30002258 / Corrections |
| Mobility | Career Ladder | 01/07/2014 | 3500 - Sheriff | Officer / 1 - Regular / 02 - Full Time Non-Exempt / GRD81 / 01 / \$44,368.27 30002086 / Cadet / 1 - Regular / 02 - Full Time Non-Exempt / GRD80 / 01 / \$38,919.50 30005913 / Corrections | 3500 - Sheriff | Officer / 1 - Regular / 02 - Full Time Non-Exempt / GRD81 / 01 / \$44,368.27 30005913 / Corrections |
| Mobility | Career Ladder | 01/03/2014 | 3500 - Sheriff | Officer / 1 - Regular / 02 - Full Time Non-Exempt / GRD81 / 01 / \$44,368.27 30002086 / Cadet / 1 - Regular / 02 - Full Time Non-Exempt / GRD80 / 01 / \$38,919.50 | 3500 - Sheriff | Officer Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD83 / 01 / \$48,226.26 30002086 / Corrections |
| Mobility | Career Ladder | 01/22/2014 | 3500 - Sheriff | Regular / 02 - Full Time Non-Exempt / GRD80 / 01 / \$38,919.50 | 3500 - Sheriff | Officer / 1 - Regular / 02 - Full Time Non-Exempt / GRD81 / 01 / \$44,368.27 |

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WEEKLY PERSONNEL AMENDMENTS - ROUTINE

| Action Type Description | Action Reason Description | Action Effective Date | Current Personnel Area | CURRENT Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt | New Personnel Area | NEW Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt |
|-------------------------|---------------------------|-----------------------|--------------------------|--|--------------------------|---|
| Mobility | Career Ladder | 01/07/2014 | 3500 - Sheriff | 30002280 / Cadet / 1 - Regular / 02 - Full Time Non-Exempt / GRD80 / 01 / \$38,919.50 | 3500 - Sheriff | 30002280 / Corrections Officer / 1 - Regular / 02 - Full Time Non-Exempt / GRD81 / 01 / \$44,368.27 |
| Mobility | Career Ladder | 01/21/2014 | 3500 - Sheriff | 30003401 / Law Enforcement Sheriff Deputy / 1 - Regular / 02 - Full Time Non-Exempt / GRD72 / 01 / \$52,301.81 | 3500 - Sheriff | 30003401 / Law Enforcement Sheriff Deputy Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD74 / 01 / \$55,962.82 |
| Mobility | Career Ladder | 01/23/2014 | 3500 - Sheriff | 30003372 / Law Enforcement Sheriff Deputy / 1 - Regular / 02 - Full Time Non-Exempt / GRD72 / 01 / \$52,301.81 | 3500 - Sheriff | 30003372 / Law Enforcement Sheriff Deputy Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD74 / 01 / \$55,962.82 |
| Mobility | Career Ladder | 01/07/2014 | 3500 - Sheriff | 30002757 / Cadet / 1 - Regular / 02 - Full Time Non-Exempt / GRD80 / 01 / \$38,919.50 | 3500 - Sheriff | 30002757 / Corrections Officer / 1 - Regular / 02 - Full Time Non-Exempt / GRD81 / 01 / \$44,368.27 |
| Mobility | Career Ladder | 01/22/2014 | 3500 - Sheriff | 30002270 / Cadet / 1 - Regular / 02 - Full Time Non-Exempt / GRD80 / 01 / \$38,919.50 | 3500 - Sheriff | 30002270 / Corrections Officer / 1 - Regular / 02 - Full Time Non-Exempt / GRD81 / 01 / \$44,368.27 |
| Mobility | Full-Time to Part-Time | 01/19/2014 | 3600 - Pretrial Services | 30003897 / Office Specialist / 1 - Regular / 02 - Full Time Non-Exempt / GRD12 / 01 / \$30,976.32 | 3600 - Pretrial Services | 30003894 / Office Specialist / 1 - Regular / 04 - Part Time Non-Exempt / GRD12 / 01 / \$15,488.16 |
| Mobility | Lateral Transfer | 12/16/2013 | 3300 - District Attorney | 30001286 / Court Clerk II / 1 - Regular / 02 - Full Time Non-Exempt / GRD15 / 00 / \$36,720.74 | 3300 - District Attorney | 30001314 / Legal Secretary / 1 - Regular / 02 - Full Time Non-Exempt / GRD15 / 00 / \$36,720.74 |

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WEEKLY PERSONNEL AMENDMENTS - ROUTINE

| Action Type Description | Action Reason Description | Action Effective Date | Current Personnel Area | CURRENT Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt | New Personnel Area | NEW Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt |
|-------------------------|---------------------------|-----------------------|------------------------------------|--|------------------------------------|--|
| Mobility | Lateral Transfer | 01/16/2014 | 3500 - Sheriff | 30002426 / Security Coord / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$32,942.61 | 3500 - Sheriff | 30002057 / Office Specialist Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$37,042.72 |
| Mobility | Promotion | 01/01/2014 | 1700 - Transportation and Nat Rsrc | 30004831 / Park Maintenance Worker / 1 - Regular / 02 - Full Time Non-Exempt / GRD09 / 00 / \$32,111.58 | 1700 - Transportation and Nat Rsrc | 30004839 / Park Maintenance Worker Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD11 / 00 / \$33,717.60 |
| Mobility | Promotion | 01/16/2014 | 3500 - Sheriff | 30002675 / Corrections Officer Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD83 / 03 / \$50,639.68 | 3500 - Sheriff | 30002678 / Corrections Sergeant / 1 - Regular / 02 - Full Time Non-Exempt / GRD88 / 03 / \$75,746.94 |
| Mobility | Promotion | 01/16/2014 | 3500 - Sheriff | 30002607 / Security Coord / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$32,968.00 | 3500 - Sheriff | 30002836 / Cadet / 1 - Regular / 02 - Full Time Non-Exempt / GRD80 / 01 / \$38,919.50 |
| Mobility | Promotion | 01/16/2014 | 3500 - Sheriff | 30002711 / Security Coord / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$32,093.15 | 3500 - Sheriff | 30002772 / Cadet / 1 - Regular / 02 - Full Time Non-Exempt / GRD80 / 01 / \$38,919.50 |
| Mobility | Promotion | 01/01/2014 | 3300 - District Attorney | 30001287 / Court Clerk I / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$31,145.99 | 3300 - District Attorney | 30001286 / Court Clerk II / 1 - Regular / 02 - Full Time Non-Exempt / GRD15 / 00 / \$34,608.50 |
| Mobility | Temporary to Regular | 01/16/2014 | 1150 - County Commissioner 3 | 30051977 / Executive Asst / 2 - Temporary / 05 - Hourly - Retmt / GRD17 / 00 / \$19.23 | 1150 - County Commissioner 3 | 30000016 / Executive Asst / 1 - Regular / 01 - Full Time Exempt / GRD17 / 00 / \$40,000.00 |

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WEEKLY PERSONNEL AMENDMENTS - ROUTINE

| Action Type Description | Action Reason Description | Action Effective Date | Current Personnel Area | CURRENT Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt | New Personnel Area | NEW Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt |
|-------------------------|---------------------------|-----------------------|----------------------------------|---|----------------------------------|--|
| Salary Change | Salary/Hourly Rate Change | 01/08/2014 | 1750 - Criminal Justice Planning | 30005154 / Administrative Asst I / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$31,145.99 | 1750 - Criminal Justice Planning | GRD13 / 00 / \$32,746.00 |
| Salary Change | Salary/Hourly Rate Change | 01/16/2014 | 1150 - County Commissioner 3 | 30000015 / Executive Asst-Elected Official / 1 - Regular / 01 - Full Time Exempt / GRD19 / 00 / \$56,650.00 | 1150 - County Commissioner 3 | GRD19 / 00 / \$59,475.00 |
| Salary Change | Salary/Hourly Rate Change | 01/16/2014 | 1150 - County Commissioner 3 | 30000017 / Executive Asst-Elected Official / 1 - Regular / 01 - Full Time Exempt / GRD19 / 00 / \$51,500.00 | 1150 - County Commissioner 3 | GRD19 / 00 / \$56,650.00 |
| Salary Change | Salary/Hourly Rate Change | 12/16/2013 | 3650 - Juvenile Probation | 30004366 / Juvenile Rsdnt Treatment Officer II / 1 - Regular / 02 - Full Time Non-Exempt / GRD14 / 00 / \$33,655.44 | 3650 - Juvenile Probation | GRD14 / 00 / \$34,665.09 |

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| NEW JOB CLASSIFICATION | | |
|---|-------------|------------------|
| Job Title / Job Object ID | FLSA | Pay Grade |
| Evidence Tech / 200XXXXX | NE | 18 |
| See attached memo and job description, pages 12 - 15. | | |

| NON-ROUTINE PERSONNEL ACTION – POPS Step Change | | | | |
|--|---|----------------------------|---|--|
| Personnel Area (From) | CURRENT Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary / Rate Amt | Personnel Area (To) | NEW Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary / Rate Amt | Comments |
| 3465 - Constable Pct 4 | 30001820 / Constable Deputy Chief / 1 - Regular / 01 - Full Time Exempt / GRD66 / 05 / \$83,445.65 | 3465 - Constable Pct 4 | GRD66 / 06 / \$85,148.54 | HRMD does not recommend salary action. |

BY ORDER OF THE COMMISSIONERS COURT, THE PRECEDING PERSONNEL AMENDMENTS ARE APPROVED.

Samuel T. Biscoe, County Judge

Ron Davis, Commissioner, Pct. 1

Bruce Todd, Commissioner, Pct. 2

Gerald Daugherty, Commissioner, Pct. 3

Margaret Gomez, Commissioner, Pct. 4



Human Resources Management

700 Lavaca, 4th Floor • P.O. Box 1748 • Austin, Texas 78701 • (512) 854-9165

MEMORANDUM

DATE: January 17, 2014
TO: Members of the Commissioners Court
VIA: Leslie Browder, County Executive, Planning & Budget Office
FROM: Debbie Maynor, Director of Human Resources *DM*
Todd Osburn, Compensation Manager
SUBJECT: Proposed New Job Classification

HRMD recommends creation of one new classification description as outlined below:

Evidence Tech

Performs daily activities and operations within the Evidence Management unit in support of the Travis County Sheriff's Office Crime Lab and Law Enforcement Division. Evidence Management activities include TCSO's Property Room and multiple temporary secured drop locations for the intake, storage, and final disposition of evidence in accordance with the Criminal Code of Procedure

Creation of this job title was necessary to accommodate the growth of the evidence warehouse operations and the increased responsibilities within this division of TCSO. Consistent with market data, the job is recommended to be put in Pay Grade 18 on the Classified Pay Scale. This position was approved in the FY 2014 budget.

Should you have questions, contact Debbie Maynor at ext. 4-9170 or Todd Osburn at ext. 4-2744.

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TRAVIS COUNTY JOB DESCRIPTION**JOB TITLE: Evidence Tech**

JOB CODE: 2XXXXXX
PAY GRADE: 18

FLSA STATUS: Non-Exempt
LAST REVISED: 1/21/14

JOB SUMMARY:

Under general direction, performs daily activities and operations within the Evidence Management unit in support of the Travis County Sheriff's Office Crime Lab and Law Enforcement Division. Evidence Management activities include TCSO's Property Room and multiple temporary secured drop locations for the intake, storage, and final disposition of evidence in accordance with the Criminal Code of Procedure.

DISTINGUISHING CHARACTERISTICS:

This is a job classification within the Public Safety job family. This classification is distinguished from a Law Enforcement Peace Officer in that incumbents are civilians that do not have TCLEOSE training requirements or possess formal arrest powers. This classification also does not have any lead or supervisory duties.

DUTIES AND RESPONSIBILITIES:

- Performs all Evidence Management Operations of Evidence Warehouse and any operations and maintenance of secure drop locations.
- Organizes Evidence Warehouse and assigns evidence to proper locations. Maintains consumable stocked items. Performs semi-annual audits, ongoing inventories of evidence and routine inspections of facilities.
- Maintains reliable systems and verifies that evidence is electronically cataloged upon its acceptance and entry into the records management system with an estimated disposition date. Reviews submission lists periodically in an effort to ensure earliest possible case dispositions.
- Maintains strict protocols on found property and assigns detectives to cases needing assistance to find owners and to get dispositions quickly.
- Ensures that packaging standards are met in accordance with established procedures and provides periodic packaging training to Law Enforcement Personnel.
- Picks up and transports evidence from specific drop locations, hospitals and Medical Examiner's Office as required to the Evidence Warehouse. Makes routine drops offs and pick-ups as needed for evidence to/from the Department of Public Safety.
- Performs periodic inventories and audits of all Warehouse items of evidence and found property. Tracks all seized and forfeited property for the County Auditor's Office in addition to any other official audit requirements.
- Performs training for TCSO staff, to include any training that provides certification within the discipline of Evidence Management.
- Performs other job-related duties as assigned.

MINIMUM REQUIREMENTS:**Education and Experience:**

High School diploma or G.E.D. AND three (3) years of experience in Law Enforcement Science or in a field related to the job.

OR,

Any combination of education and experience that has been achieved and is equivalent to the stated education and experience and required knowledge, skills, and abilities sufficient to successfully perform the duties and responsibilities of this job.

TRAVIS COUNTY JOB DESCRIPTION

JOB TITLE: Evidence Tech

JOB CODE: 2XXXXXXX
PAY GRADE: 18

FLSA STATUS: Non-Exempt
LAST REVISED: 1/21/14

MINIMUM REQUIREMENTS: (Cont.)

Licenses, Registrations, Certifications, or Special Requirements:
Valid Texas Driver's License.

Preferred:

Graduation from an accredited four year college or university with major course work in Law Enforcement Science or in a field related to the job, plus two (2) years of experience in a Law Enforcement/Forensic Science environment, or warehousing/inventory control environment.

Possess and demonstrates data analysis skills/problem solving/and the ability to quickly recognize and analyze irregular events.

Experience in training personnel. Experience creating and maintaining standard operating procedures, technical manuals and continuity manuals.

Experience and/or training in quality assurance, auditing of evidence or stock inventories.

Fluency in Spanish.

Knowledge, Skills, and Abilities:**Knowledge of:**

- Law enforcement practices and procedures.
- State and County policy, procedure, statutes and ordinances.
- Rules of criminal and civil procedures.
- Various legal instruments and terminology.
- Evidence collection procedures.
- Computer equipment to include word processing, spreadsheets, databases and a variety of software packages.
- Business letter writing, grammar and punctuation, and report preparation.

Skill in:

- Communicating effectively with public, victims, witnesses, law enforcement officers and others involved in criminal proceedings.
- Researching criminal histories.
- Documenting trends in criminal activities and other patterns related to solving cases.
- Performing administrative duties, such as typing reports and updating files.
- Operating a variety of modern office equipment, including a computer.
- Both verbal and written communication.

Ability to:

- Use independent judgment regarding release of confidential information.
- Serve as a witness, as required.
- Establish and maintain effective working relationships with victims, witnesses, law enforcement officers, judges, attorneys, representatives of outside agencies, other County employees and officials, and the general public.

TRAVIS COUNTY JOB DESCRIPTION

JOB TITLE: Evidence Tech

JOB CODE: 2XXXXXXX
PAY GRADE: 18

FLSA STATUS: Non-Exempt
LAST REVISED: 1/21/14

WORK ENVIRONMENT AND PHYSICAL DEMANDS:

Physical requirements include the ability to lift/carry up to 20-50 pounds occasionally, visual acuity, speech and hearing, hand and eye coordination and manual dexterity necessary to operate a computer and office equipment. Subject to sitting, client/customer contact, standing, walking, vision to monitor, repetitive motion, stooping/kneeling, squatting, bending, and considerable time on telephone to perform the essential functions. Some exposure to biohazard and other hazardous chemical materials.

This job description is intended to be generic in nature. It is not necessarily an exhaustive list of all duties and responsibilities. The essential duties, functions and responsibilities and overtime eligibility may vary based on the specific tasks assigned to the position.



HRMD Human Resources Management Department

1010 Lavaca Street, 2nd Floor • P.O. Box 1748 • Austin, Texas 78767 • (512) 854-9165 / FAX(512) 854-4203

MEMORANDUM

DATE: January 17, 2014

TO: Samuel T. Biscoe, County Judge
 Ron Davis, Commissioner, Precinct 1
 Bruce Todd, Commissioner, Precinct 2
 Gerald Daugherty, Commissioner, Precinct 3
 Margaret Gomez, Commissioner, Precinct 4

VIA: Leslie Browder, County Executive, Planning & Budget Office *LB*

FROM: Debbie Maynor, Director of Human Resources *DM*

SUBJECT: Constable, Precinct 4 - Non-Routine Salary Adjustment, Pos.30001820

HRMD requests Commissioners Court to discuss and consider the following action.

Constable, Precinct 4's Office Request:

Constable Precinct 4's Office requests approval to increase the current salary of one Chief Deputy Constable. The proposed salary adjustment would bring the employee from step 5 to step 6 and result in an increase of \$1,702.89. The salary adjustment would apply to the following position:

| <u>Position #</u> | <u>From</u> | <u>To</u> |
|-------------------|-------------|-------------|
| 30001820 | \$83,445.65 | \$85,148.54 |

Policy

Travis County Code §10.0295 does not specifically address whether employees on the Peace Officer Pay Scale (POPS) are eligible for salary adjustments other than the customary step increases that occur when funded by Commissioners Court.

Issues

Although not addressed specifically by policy, the long-standing practice has been that employees covered by POPS are not eligible for salary adjustments. Traditionally, POPS employees progress on a regular step-by-step basis across the pay scale when Commissioners Court approves funding for these increases. For FY 2014, Commissioners Court did not fund step increases for POPS employees.

In this case, the Constable from Precinct 4 has requested that the Chief Deputy receive a one-step increase due to the fact that the employee is on the same step as when appointed (step 5) despite having been appointed in 2011. Additionally, the Constable sites the fact that the employee regularly works 12 hour shifts without additional compensation. The Planning and Budget Office (PBO) has confirmed available funding for the adjustment.

Recommendation

HRMD recommends against this salary adjustment.

Rationale

HRMD opposes the salary actions for the following reasons:

- All employees on the POPS Scale have been frozen on their current steps since 2011. The situation for this employee is not unique.
- Although the employee has been frozen on step 5 since being appointed as Chief Deputy, the employee did receive a 9.8% increase as part of the POPS Scale adjustment that was implemented for FY 2013.
- The employee is Exempt under the Fair Labor Standards Act (FLSA). Many Exempt Travis County employees work over 40 hours per week without additional compensation. It is not standard practice to increase annual salaries for Exempt employees simply because they regularly work more than 40 hours per week.

HRMD's recommendation is based on the above reasons and is not related to the incumbent's performance or any other individual factors.



Memorandum

To: Members of the Commissioner's Court
From: Maria Canchola, Constable – Precinct Four *MJC*
Date: January 16, 2014
Re: Non Routine Personnel Action – STEP Increase

I have elected to internally fund a STEP increase for position #30001820. This individual has been in his current position for over three years and is still at the same STEP as when he was hired in 2011. This is a salaried position, and we expect the employee to attend after hours meetings and stay late when workload demands without additional compensation.

However, I believe that an increase in compensation is merited because of an extended regular work week. I ask this employee to be on duty whenever we have deputies in the field. One workday each week we have extended operating hours from 8am-8pm. While we stagger the start and end times for the deputies, this individual works the full 12 hour shift every week. The annualized value of these additional scheduled hours is \$8,024.

The manager has dutifully worked these extended hours without question or complaint. Although the value of the extra hours worked, far exceeds the proposed \$1,702.89 STEP increase, it will serve as recognition of dedicated service to the citizens of the county and partially compensate for the extra work hours required each week. This change in salary can be incorporated within our approved general fund budget due to salary savings resulting from recent retirements.

2014 JAN 16 PM 4:33
 PERSONNEL



Travis County Commissioners Court Agenda Request

Meeting Date: January 28, 2014

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

Elected/Appointed Official/Dept. Head: Leslie Browder, County Executive, Planning & Budget *LB*

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 \$932,402.70 for the period of January 10 to January 16, 2014.

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 \$932,402.70

ISSUES AND OPPORTUNITIES:

See attached.

FISCAL IMPACT AND SOURCE OF FUNDING:

Employee Health Benefit Fund (8956) – \$932,402.70

REQUIRED AUTHORIZATIONS:

John Rabb, 854-2742

Jessica Rio, 854-9106

**TRAVIS COUNTY
RECOMMENDATION FOR TRANSFER OF FUNDS**

DATE: January 28, 2014

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: January 10, 2013 to January 16, 2014

REIMBURSEMENT REQUESTED FOR THIS PERIOD: \$932,402.70

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 \$932,402.70.

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
JANUARY 10, 2014 TO JANUARY 16, 2014**

-

- 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: January 28, 2014
 TO: Nicki Riley, County Auditor
 FROM: Norman McRee, HR Financial Analyst
 COUNTY DEPT.: Human Resources Management Department (HRMD)

United Health Care (UHC) (Travis County's Third Party Administrator for our Self Insured Health Care Fund) has requested reimbursement for health care claim payments made on behalf of Travis County employees and their dependents as follows:

PERIOD OF PAYMENTS PAID:
 FROM: January 10, 2014
 TO: January 16, 2014

REIMBURSEMENT REQUESTED: \$ 932,402.70

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

| | |
|---|----------------------|
| NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*: | \$ 2,313,171.13 |
| LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: Jan 21, 2014 | \$ (1,376,963.18) |
| SAP corr | \$ (3,475.00) |
| Misc Adj | \$ (330.25) |
| TOTAL CLAIMS REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**: | \$ 932,402.70 |
| TRANSFER OF FUNDS REQUESTED: | \$ 932,402.70 |

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

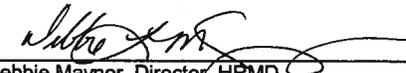
All claims over \$25,000 (5 this week totaling \$310,357.04) have been audited for data entry accuracy and the following information is correct for each claim audited: date of service, eligibility, nature of service, name of and amount billed by provider, amount billed by date and amount paid by UHC.

Fifteen percent (15%) of all claims under \$25,000 (\$95,544.74) 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 \$275,000 stop loss limit. Claims that have exceeded the limit will be reimbursed by Sun Life; claims expenses are credited in the fiscal year reimbursed. Cumulative fiscal year stop loss reimbursements from Sun Life total \$302,917.85.

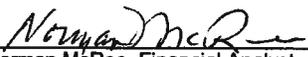
All claims submitted in this transfer have been audited to confirm accuracy of billing and legitimacy of claim under the service provisions of the health care contract and all are contractually legitimate, legally incurred and accurately billed claims.

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.


 Debbie Maynor, Director, HRMD Date 1-17-2014

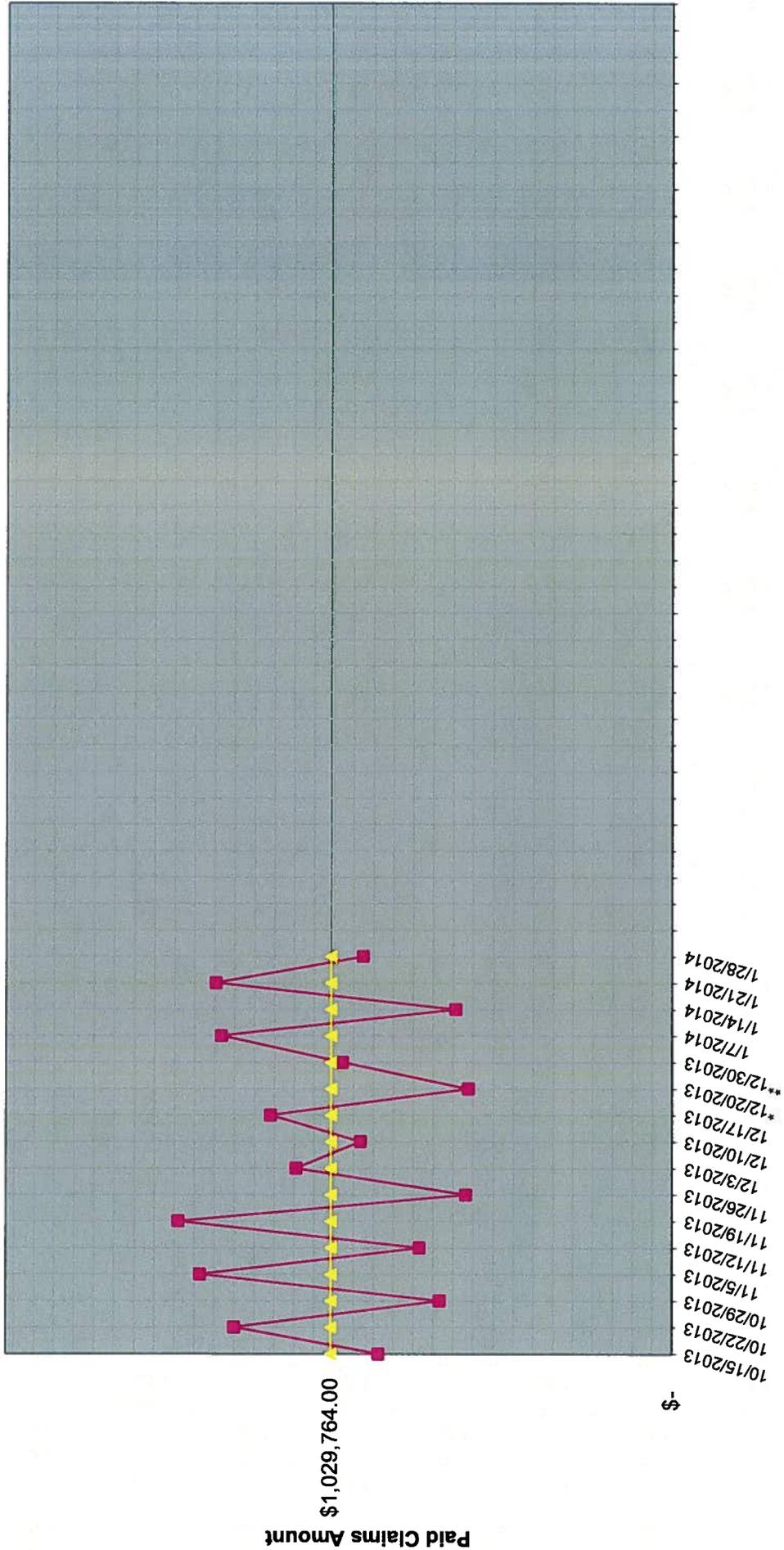

 John Rabb, Benefits Manager Date 1/17/14

not available
 Shannon Steele, Benefits Administrator Date


 Norman McRee, Financial Analyst Date 1/17/14

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

Travis County Employee Benefit Plan FY14 Paid Claims vs Weekly Claims Budget of \$1,029,764.52



Commissioners Court Date

Paid Claims Amount

\$1,029,764.00

Travis County Employee Benefit Plan FY14 Weekly Paid Claims VS Weekly Budgeted Amount

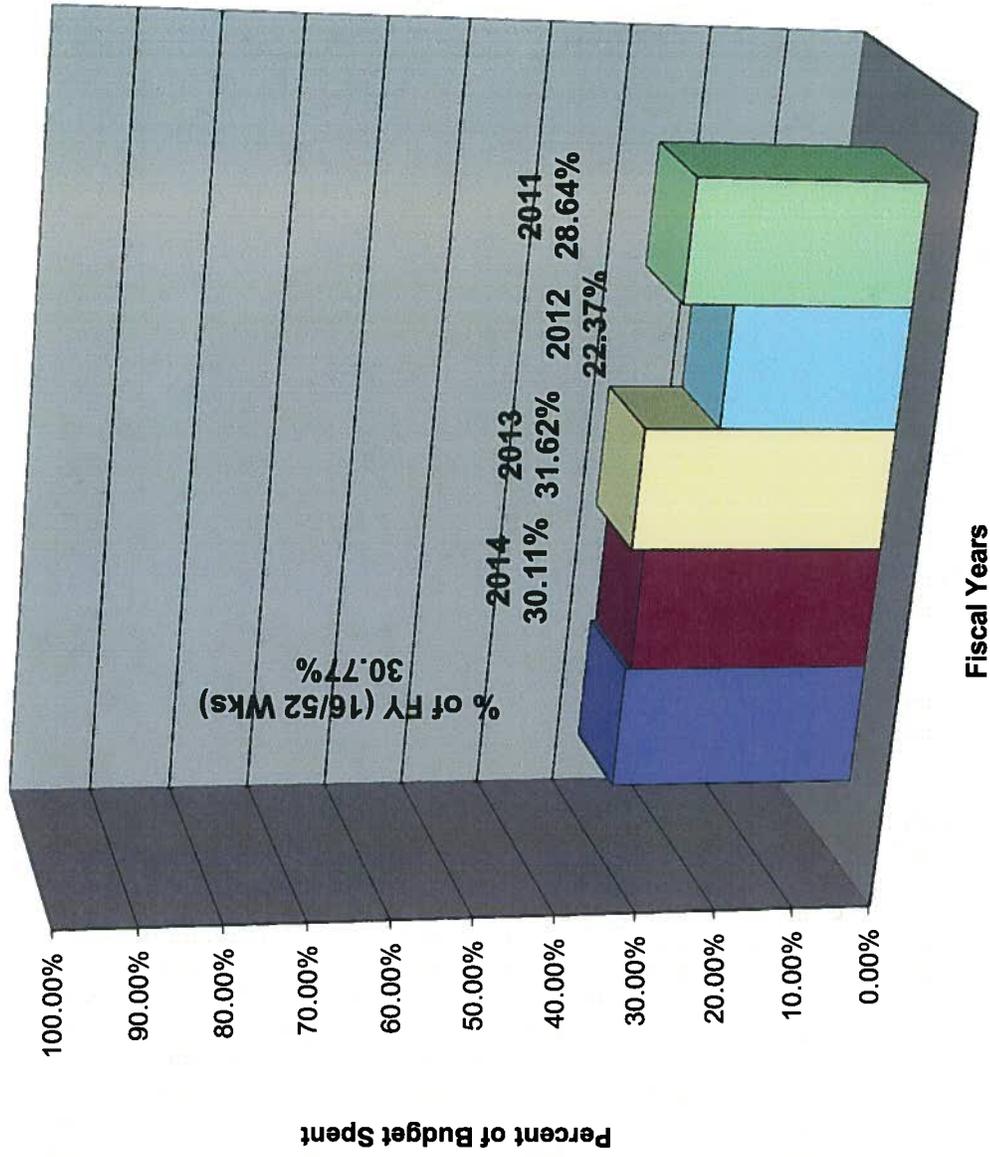
| Wk | Period from | Period To | Voting Session Date | Pd Claims Request Amount | Budgeted Weekly Claims | # of Large Claims | Total of Large Claims | FY 2014 % of Budget Spent | FY 2013 % of Budget Spent |
|----|-------------|------------|---------------------|--------------------------|------------------------|-------------------|-----------------------|---------------------------|---------------------------|
| 1 | 9/27/2013 | 10/3/2013 | 10/15/2013 | \$ 885,221.27 | \$ 1,029,764.52 | 5 | \$ 195,295.06 | 1.65% | 1.68% |
| 2 | 10/4/2013 | 10/10/2013 | 10/22/2013 | \$ 1,321,181.23 | \$ 1,029,764.52 | 1 | \$ 164,720.00 | 4.12% | 4.42% |
| 3 | 10/11/2013 | 10/17/2013 | 10/29/2013 | \$ 701,263.92 | \$ 1,029,764.52 | 1 | \$ 82,224.03 | 5.43% | 6.07% |
| 4 | 10/18/2013 | 10/24/2013 | 11/5/2013 | \$ 1,423,282.56 | \$ 1,029,764.52 | 4 | \$ 168,709.40 | 8.09% | 8.24% |
| 5 | 10/25/2013 | 10/31/2013 | 11/12/2013 | \$ 761,418.64 | \$ 1,029,764.52 | 2 | \$ 106,445.83 | 9.51% | 9.25% |
| 6 | 11/1/2013 | 11/7/2013 | 11/19/2013 | \$ 1,488,394.58 | \$ 1,029,764.52 | 3 | \$ 109,031.75 | 12.29% | 13.29% |
| 7 | 11/8/2013 | 11/14/2013 | 11/26/2013 | \$ 622,321.91 | \$ 1,029,764.52 | 1 | \$ 29,825.79 | 13.45% | 15.02% |
| 8 | 11/15/2013 | 11/21/2013 | 12/3/2013 | \$ 1,135,426.11 | \$ 1,029,764.52 | 1 | \$ 40,089.30 | 15.57% | 17.32% |
| 9 | 11/22/2013 | 11/28/2013 | 12/10/2013 | \$ 940,233.39 | \$ 1,029,764.52 | 2 | \$ 222,703.69 | 16.76% | 18.28% |
| 10 | 11/29/2013 | 12/5/2013 | 12/17/2013 | \$ 1,212,118.51 | \$ 1,029,764.52 | 5 | \$ 182,392.18 | 19.03% | 20.94% |
| 11 | 12/6/2013 | 12/12/2013 | *12/20/2013 | \$ 615,656.75 | \$ 1,029,764.52 | 3 | \$ 107,366.02 | 20.18% | 23.72% |
| 12 | 12/13/2013 | 12/19/2013 | **12/30/2013 | \$ 995,001.70 | \$ 1,029,764.52 | 3 | \$ 358,745.50 | 22.03% | 26.12% |
| 13 | 12/20/2013 | 12/26/2013 | 1/7/2014 | \$ 1,360,704.88 | \$ 1,029,764.52 | 3 | \$ 222,051.40 | 24.57% | 27.88% |
| 14 | 12/27/2013 | 1/2/2014 | 1/14/2014 | \$ 653,436.13 | \$ 1,029,764.52 | 1 | \$ 28,139.66 | 25.80% | 28.75% |
| 15 | 1/3/2014 | 1/9/2014 | 1/21/2014 | \$ 1,376,963.18 | \$ 1,029,764.52 | 4 | \$ 155,466.04 | 28.37% | 30.39% |
| 16 | 1/10/2014 | 1/16/2014 | 1/28/2014 | \$ 932,402.70 | \$ 1,029,764.52 | 5 | \$ 310,357.04 | 30.11% | 31.62% |
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|--|------------------|------------------|---------------------------|
| Claims (net) & Budget to Date | \$ 16,122,109.61 | \$ 16,476,232.31 | stop loss \$ (302,917.85) |
| Gross Paid Claims over (under) Original Budget | \$ (354,122.70) | | |

note: Not predictive of impact on reserve, intended to show relationship of weekly claims cost to weekly budget.

*Friday due to Holiday
**Monday due to Holiday

Comparison of Claims to FY Budgets Week 16



Created 01-23-14 at 4:13 pm



[Help](#) | [Forget me on this computer \(Log Out\)](#)

Secured Message

From: SIFSFX@UHC.COM
To: NORMAN.MCREE@CO.TRAVIS.TX.US
Date: January 17, 2014 5:57:08 AM GMT
Subject: Secure Message from sifsfax@uhc.com

CUSTOMERS WHO NORMALLY FUND ON MONDAY WILL BE ASKED TO DO SO ON FRIDAY
ACCORDING TO THE MARTIN LUTHER KING JR HOLIDAY SYSTEM FEED SCHEDULE.

TO: NORMAN MCREE FROM: UNITEDHEALTH GROUP
FAX NUMBER: (512) 854-3128 AB5
PHONE: (512) 854-3828

NOTIFICATION OF AMOUNT OF REQUEST FOR: TRAVIS COUNTY

DATE: 2014-01-17 REQUEST AMOUNT: \$2,313,171.13

CUSTOMER ID: 00000701254
CONTRACT NUMBER: 00701254 00709445
BANK ACCOUNT NUMBER: 385015850067 ABA NUMBER: 011900445
FUNDING ADVISE FREQUENCY: DAILY
FREQUENCY: FRIDAY INITIATOR: CUST METHOD: ACH BASIS: BALANCE

| CALCULATION OF REQUEST AMOUNT | |
|--|-----------------------|
| + ENDING BANK ACCOUNT BALANCE FROM: 2014-01-16 | \$448,862.98 |
| - REQUIRED BALANCE TO BE MAINTAINED: | \$2,668,041.00 |
| + PRIOR DAY REQUEST: | \$00.00 |
| = UNDER DEPOSIT: | \$2,219,178.02 |
| + CURRENT DAY NET CHARGE: | \$93,993.11 |
| + ISSUED CREDIT AMOUNT: | \$00.00 |
| + FUNDING ADJUSTMENTS: | \$00.00 |
| REQUEST AMOUNT: | \$2,313,171.13 |

ACTIVITY FOR WORK DAY: 2014-01-10

| CUST PLAN | CLAIM | NON CLAIM | NET CHARGE |
|---------------|--------------------|----------------|--------------------|
| 0632 | \$35,034.45 | \$00.00 | \$35,034.45 |
| TOTAL: | \$35,034.45 | \$00.00 | \$35,034.45 |

ACTIVITY FOR WORK DAY: 2014-01-13

| CUST PLAN | CLAIM | NON CLAIM | NET CHARGE |
|-----------|-------|-----------|------------|
|-----------|-------|-----------|------------|

UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2014_01_16

| CONTR_NBR | PLM_ID | TRANS_AMT | SRS_DESG_NBR | CHK_NBR | GRP_ID | CLM_ACCT_NBR | ISS_DT | TRANS_TYP_CD | TRANS_DT | WK_END_DT |
|-----------|--------|---------------|--------------|----------|--------|--------------|------------|--------------|-----------|-----------|
| 701254 | 632 | \$ 0.01 | QG | 12069392 | AE | 5 | 1/13/2014 | 100 | 1/15/2014 | 1/16/2014 |
| 701254 | 632 | \$ 0.01 | QG | 12069392 | AE | 8 | 1/13/2014 | 100 | 1/15/2014 | 1/16/2014 |
| 701254 | 632 | \$ 0.01 | QG | 12069392 | AE | 9 | 1/13/2014 | 100 | 1/15/2014 | 1/16/2014 |
| 701254 | 632 | \$ 0.01 | QG | 12069392 | AE | 7 | 1/13/2014 | 100 | 1/15/2014 | 1/16/2014 |
| 701254 | 632 | \$ (3.42) | QG | 70482754 | AH | 8 | 1/10/2014 | 50 | 1/16/2014 | 1/16/2014 |
| 701254 | 632 | \$ (3.42) | QG | 70453265 | AH | 8 | 1/10/2014 | 50 | 1/16/2014 | 1/16/2014 |
| 701254 | 632 | \$ (11.23) | QG | 70634778 | AH | 1 | 1/10/2014 | 50 | 1/16/2014 | 1/16/2014 |
| 701254 | 632 | \$ (28.04) | QG | 11519474 | AE | 3 | 1/11/2014 | 50 | 1/17/2014 | 1/16/2014 |
| 701254 | 632 | \$ (59.85) | QG | 92804570 | AH | 9 | 1/9/2014 | 50 | 1/15/2014 | 1/16/2014 |
| 701254 | 632 | \$ (95.00) | QG | 92642634 | AH | 9 | 1/9/2014 | 50 | 1/15/2014 | 1/16/2014 |
| 701254 | 632 | \$ (114.88) | QG | 51703564 | AH | 9 | 1/11/2014 | 50 | 1/17/2014 | 1/16/2014 |
| 701254 | 632 | \$ (150.00) | QG | 81660984 | AA | 7 | 6/26/2013 | 50 | 1/16/2014 | 1/16/2014 |
| 701254 | 632 | \$ (375.00) | QG | 4314423 | AH | 1 | 10/29/2013 | 50 | 1/15/2014 | 1/16/2014 |
| 701254 | 632 | \$ (460.60) | QG | 11928677 | AH | 6 | 1/7/2014 | 50 | 1/13/2014 | 1/16/2014 |
| 701254 | 632 | \$ (596.08) | QG | 81917845 | AA | 5 | 1/7/2014 | 50 | 1/13/2014 | 1/16/2014 |
| 701254 | 632 | \$ (7,310.70) | QG | 21883802 | AH | 1 | 1/9/2014 | 50 | 1/15/2014 | 1/16/2014 |

\$ 932,402.70

Travis County Hospital and Insurance Fund - County Employees

UHC Payments Deemed Not Reimbursable

For the payment week ending: 01/16/2014

| <i>CONTR_#</i> | <i>TRANS_AMT</i> | <i>SRS</i> | <i>CHK_#</i> | <i>GRP</i> | <i>ACCT#</i> | <i>ISS_DATE</i> | <i>TRANS_CODE</i> | <i>TRANS_DATE</i> |
|----------------|------------------|------------|--------------|------------|--------------|-----------------|-------------------|-------------------|
|----------------|------------------|------------|--------------|------------|--------------|-----------------|-------------------|-------------------|

Total: \$0.00

7

Travis County - Employee Health Benefits Fund (8956)**Journal Entry for the Reimbursement to United Health Care**For the payment week ending: 01/16/2014

| Type | EE/RR | Cost Center | G/L Account | Transaction Amount |
|------|-------|-------------|-------------|--------------------|
| CEPO | EE | 1110068956 | 516010 | \$ 101,701.57 |
| | RR | 1110068956 | 516110 | \$ 5,935.11 |
| | | | Total CEPO | \$ 107,636.68 |
| EPO | EE | 1110068956 | 516030 | \$ 126,849.94 |
| | RR | 1110068956 | 516130 | \$ 8,059.39 |
| | | | Total EPO | \$ 134,909.33 |
| PPO | EE | 1110068956 | 516020 | \$ 666,658.91 |
| | RR | 1110068956 | 516120 | \$ 23,197.78 |
| | | | Total PPO | \$ 689,856.69 |
| | | | Grand Total | \$ 932,402.70 |



Travis County Commissioners Court Agenda Request

Meeting Date: January 28, 2014

Prepared By/Phone Number: Donna Stirman, 854-9584 *DS*

Elected/Appointed Official/Dept. Head: Debbie Maynor, 854-9170

Commissioners Court Sponsor: County Judge Sam Biscoe

AGENDA LANGUAGE:

Consider and take appropriate action on the following claim recommendations:

- A. Kaela Spence – Settle
- B. TNR unit ET2409- Settle

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Please see attached recommendations for payment and transfer.

STAFF RECOMMENDATIONS:

Staff recommends the claims be paid as proposed.

ISSUES AND OPPORTUNITIES: N/A

FISCAL IMPACT AND SOURCE OF FUNDING:

The Fiscal impact to settle both claims on the Risk Fund totals \$72,520.83.

REQUIRED AUTHORIZATIONS:

Leslie Browder, Planning & Budget

Debbie Maynor, HRMD

William Paterson, Risk Management *WFP*

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.



HRMD

Human Resources Management Department

1010 Lavaca, 2nd Floor

● P.O. Box 1748

● Austin, Texas 78767

● (512) 854-9165 / FAX (512) 854-4203

BACKUP MEMORANDUM

DATE: January 22, 2014

TO: Members of the Commissioners Court

VIA: Debbie Maynor, Director, HRMD

FROM: William Paterson, Risk Manager *WFP*
Donna Stirman, Risk & Safety Specialist, Sr. *DS*

SUBJECT: Kaela Spence
TNR unit ET2409

Proposed Motion:

Consider and take appropriate action on a third party claim involving a total loss and an internal TNR auto transfer.

Summary and Staff Recommendation:

Staff recommends that the auto liability claim for Kaela Spence and internal TNR auto claim for unit ET2409 be paid as proposed.

Budgetary and Fiscal Impact:

The total fiscal impact from the Risk fund is \$72,520.83.

If additional backup or information is required, please contact Risk Management at 854-9584.

A

RECOMMENDATION FOR PAYMENT

DATE: 1/21/14
THIRD PARTY CLAIMANT: Kaela Spence
COUNTY DEPARTMENT: TCSO
CLAIM NUMBER: A14372500773102
DATE OF INCIDENT: 1/9/14
LOCATION OF INCIDENT: 19200 block RR 12 (Hays County)
PROPERTY DAMAGES: 2011 Dodge Ram dually pickup

DESCRIPTION OF INCIDENT: Deputy Kevin Cotton was driving county unit 2799 southbound in the 19200 block of RR12 entering a right hand curve. He lost control of his unit and struck the claimant's northbound 2011 Dodge Ram pickup. Both vehicles received extensive damage. That morning there was a heavy fog, light rain and the road was wet. Deputy Cotton was driving too fast for the poor road conditions.

CORRECTIVE ACTION: Pending.

RECOMMENDATION: Claimant's truck has extensive driver's side damage. PDA inspected the vehicle and found frame damage and has determined it to be a structural total loss. ACV was calculated at \$38,416.66, including tax. We are also including ten days loss of use at \$30/day. JI Specialties recommends a property damage settlement to the claimant in the total amount of \$38,716.66.

CLAIMS SPECIALIST: Orlandus Stafford

COUNTY'S RECOMMENDATIONS: The Risk Manager has reviewed the claim submitted and concurs with the findings of the claims specialist and recommends a payment in the amount of \$38,716.66 from 1110048955-8955-203140 made payable to Kaela Spence and Security State Bank & Trust, lien holder.

B

RECOMMENDATION FOR TRANSFER

DATE: 1/21/2014
COUNTY DEPARTMENT: TNR
CLAIM NUMBER: A12494102270201
DATE OF INCIDENT: 7/20/12
LOCATION OF INCIDENT: 8413 Elroy Road
PROPERTY DAMAGE: 2004 Freightliner unit ET2409

DESCRIPTION OF INCIDENT: Incident and damages were discussed with county supervisor Danny Zieger. He advised TNR employee Felicia Simms was southbound in the 8300 block of Elroy Road when the tire dropped off the roadway. Ms. Simms tried to get back on the road but over corrected, the water tankard began to fishtail and she ended up rolling the truck two times. The road was wet from the water Ms. Simms had been spraying on it. Ms. Simms was not wearing her seatbelt, sustained injuries and was transported from the scene by EMS. The law enforcement report indicated she was driving at an unsafe speed.

CORRECTIVE ACTION: Employee took a 6 hour computerized DDC, standard DDC and was assessed 5 vehicle safety points.

RECOMMENDATIONS: JI Specialty Services has reviewed the loss notice and confirmed incident with county supervisor. Although county unit ET2409 was determined to be a total loss (with an ACV of \$59,633.00), TNR fleet services were able to replace the water tank and repair the vehicle at a substantial savings to the County. We have reviewed the final repair invoices from Central Texas Collision Services and Niece Equipment in the total amount of \$33,804.17, which appears in line with the amount of extensive damage. Therefore, we recommend a transfer of funds in the amount of \$33,804.17 to TNR Fleet Services for repairs to TNR unit ET2409.

CLAIM SPECIALIST: Orlandus Stafford

COUNTY RECOMMENDATIONS: The Risk Manager has reviewed the claim submitted and concurs with the findings of the claims specialist and recommends a transfer in the amount of \$33,804.17 from 1110048955-8955-516410 into 1490350145-0145-511580.



Travis County Commissioners Court Agenda Request

Meeting Date: January 28, 2014

Prepared By/Phone Number: Travis R. Gatlin, 512-854-9065

Elected/Appointed Official/Dept. Head: Leslie Browder, County Executive, Planning and Budget *for Leslie Browder*

Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE: CONSIDER AND TAKE APPROPRIATE ACTION ON RESPONSE TO THE INTERNAL REVENUE SERVICE REGARDING THE REQUEST FOR A SMALL GOVERNMENTAL BOND EXAM QUESTIONNAIRE RELATED TO THE DEBT ISSUANCE FOR PERMANENT IMPROVEMENT BONDS, SERIES 2010.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

See attached backup.

STAFF RECOMMENDATIONS:

The Planning and Budget Office recommends approval of the response.

ISSUES AND OPPORTUNITIES:

Internal Revenue Service (IRS) routinely examines municipal debt issuances to determine compliance with Federal tax requirements. Travis County recently received a request from the IRS regarding our issuance of Permanent Improvement Bonds in 2010. The IRS has stated in their request that they have no reason to believe that this debt issuance fails to comply with any of the applicable tax requirements. The Bee Cave Road District, Number 1 received a similar request in September 2012 and no follow-up information was requested.

The Planning and Budget Office has worked with the County Attorney's Office, County Auditor's Office, Bond Counsel and the County Financial Advisor to the prepare the questionnaire and related additional support information. Should any additional information be requested, then we would inform the Commissioners Court and work with the same group as appropriate.

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.

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A.

REQUIRED AUTHORIZATIONS:

Leslie Browder, Planning and Budget Office (512) 854-9106

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

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

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.



PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

MEMORANDUM

TO: Commissioners Court

FROM: Travis R. Gatlin, Assistant Budget Director *Travis R. Gatlin*

DATE: January 22, 2014

RE: Response to a Request from the Internal Revenue Service related to the Issuance of Permanent Improvement Bonds, Series 2010

The Internal Revenue Service (IRS) routinely examines municipal debt issuances to determine compliance with federal tax law requirements. The Planning and Budget Office received notification from the IRS on January 15, 2014, that Travis County's issuance of Permanent Improvement Bonds, Series 2010, was selected for such an examination. A response from the County is requested by January 29, 2014. The IRS has stated in their request that they have no reason to believe that this debt issuance fails to comply with any of the applicable tax law requirements. The Bee Cave Road District, Number 1, received a similar request in September 2012. The District replied to the short questionnaire and no follow-up information was requested by the IRS.

The questionnaire and supplemental information notes the County has not implemented formal written procedures regarding post issuance compliance. The response also notes the County has been working with assigned Bond Counsel on the development of such procedures and they are currently in draft form. The procedures are anticipated to be implemented this fiscal year. While the County does not yet have written procedures, assigned staff from the County Auditor's Office, County Attorney's Office and the Planning and Budget Office monitor the District's bonds for compliance with applicable use of proceeds, arbitrage/rebate and record retention requirements and regularly meet with the County's contracted Financial Advisor and Bond Counsel to discuss issues related to compliance of federal tax law requirements.

cc:

David Escamilla, County Attorney
Nicki Riley, County Auditor
Leslie Browder, PBO
Diana Ramirez, PBO
Ladd Pattillo, County's Financial Advisor
Victoria Ozimek, Bracewell & Giuliani

John Hille, County Attorney's Office
Hannah York County Auditor's Office
Jessica Rio, PBO
Deborah Lauder milk, PBO
Glenn Opel, Bracewell & Giuliani

Attn: Jessica Rio

Internal Revenue Service

RECEIVED COUNTY JUDGE'S OFFICE Department of the Treasury RECEIVED

14 JAN 13 AM 11:10

14 JAN 15 AM 10:14

TRAVIS COUNTY PLANNING & BUDGET OFFICE

> Travis County, Texas
Attn: Samuel T. Biscoe, County Judge
P.O. Box 1748
Austin, TX 78767

Date: 8 January, 2014
Contact Person: Cathy Webster
Employee ID Number: 1000875810
Contact Telephone Number: 501-396-5967
Contact Address: Internal Revenue Service
SE:T:GE:TEB:F: 7213
700 West Capitol MS:4900
Little Rock, AR 72201

Re: Examination of \$11,315,000 Permanent Improvement bonds, Series 2010

Dear Sir or Madam:

We have selected the debt issuance named above for examination. The Internal Revenue Service (IRS) routinely examines municipal debt issuances to determine compliance with Federal tax requirements.

Your debt issuance was selected for examination as part of a project involving issuances of small governmental bonds. The primary purpose of this examination will be to ascertain the compliance of your debt issuance with the Federal tax requirements applicable to governmental bonds. At this time, we have no reason to believe that your debt issuance fails to comply with any of the applicable tax requirements. As always, we reserve the right to expand this examination to any aspect of your debt issuance.

Please review the enclosed Form 4564, *Information Document Request*, and provide all requested information by the date indicated on the Form 4564. Other items may be requested as the examination proceeds. If necessary, we will request information by submitting additional information document requests.

If you desire to appoint a representative to act on your behalf, a power of attorney must be filed with the IRS in order for the IRS to discuss or provide your representative with confidential information. A Form 2848, *Power of Attorney and Declaration of Representative*, or any other properly written power of attorney or authorization may be used for this purpose. Copies of Form 2848 may be obtained from any IRS office or downloaded at <http://www.irs.gov>. Instructions for completing Form 2848 for municipal debt issuances are attached.

During this examination the IRS may need to contact third parties. Third party contacts may include, but are not limited to bond counsel, special tax counsels, employees and trustees, GIC providers and underwriters.

71400

We are providing this notification in accordance with section 7602(c)(1) of the Internal Revenue Code, which became effective for third party contacts made after January 18, 1999.

Thank you for your cooperation in this matter. Please feel free to call or write if you have any questions or concerns about this matter or are unable to promptly respond to the Form 4564.

Sincerely,



Cathy Webster
Tax Law Specialist
Tax Exempt Bonds

Enclosures:
Publication 1-TEB
Form 4564
Instructions for completing Form 2848

| | | |
|------------------------------------|---|--|
| Form 4564 | Department of the Treasury Internal Revenue Service Information Document Request | Request Number 01 |
| To: Travis County, Texas | | Subject: Examination of the tax- advantaged status of the Bonds described below |
| | | Submitted to: Samuel T. Biscoe, County Judge |
| | | Dates of Previous Requests: |

Description of Documents Requested:**Re: \$11,315,000 Permanent Improvement bonds, Series 2010 (the "Bonds")**

Please provide your responses to the following questions by the date indicated below. Use additional sheets as necessary to complete each response. All responses should relate to the tax-exempt obligation identified (the "Bonds"). If you have questions about the information requested or you will not be able to provide the information by the date specified, please contact the requestor identified below. Providing as many of the documents as possible on a CD, DVD or other electronic media will facilitate the examination process.

(1) Did the issuer of the Bonds possess the lawful right, power and authority to issue the Bonds?

YES NO

(2) Are there any unspent proceeds? *please also see the attached letter noted as page 5 of 5.*

YES NO

If YES, please provide an explanation of the original intended use of such proceeds and the issuer's current plans for using the proceeds.

(3) Certain uses and arrangements that constitute private business use are described in Section 1.141-3(b) of the Income Tax Regulations. For example, use by an association, or other private organization (including private, not-for-profit organizations), management contracts, operating agreements, and leases, among other uses and arrangements, may constitute private business use.

Has Bond financed property been used for private business use as described in section 1.141-3 of the Regulations?

| | | | |
|--|--|---|---------------|
| Information Due By <u>29 January, 2014</u> | At Next Appointment | Email In | X |
| Name and Title of Requestor Cathy Webster, Tax Law Specialist Employee #: 1000875810 | | Date: 1/8/2014 | |
| FROM | Office Location: 700 West Capitol MS:4900 Little Rock, AR 72201 | Phone: 501-396-5967 e-mail: cathy.a.webster@irs.gov FAX 855-243-0738 | Page 1 |

| | | |
|------------------|---|------------------------------|
| Form 4564 | Department of the Treasury Internal Revenue Service Information Document Request | Request Number 01 |
|------------------|---|------------------------------|

| | |
|------------------------------------|--|
| To: Travis County, Texas | Subject: Examination of the tax- advantaged status of the Bonds described below |
| | Submitted to: Samuel T. Biscoe, County Judge |
| | Dates of Previous Requests: |

Description of Documents Requested:

YES _____ NO

If YES, please describe such use including the percentage of such use and the source of payment of the principal and interest on the Bonds.

(4) Internal Revenue Code section 6001 requires that every person liable for any tax imposed by title 26 of the U.S. Code shall keep such records, render such statements, make such returns, and comply with such rules and regulations as the Secretary may from time to time prescribe. Have adequate records necessary to substantiate compliance and support the continued exclusion from gross income of the interest paid on the Bonds been retained?

YES NO _____

If "NO", please describe any deficiencies in the records retained.

(5) Are there written procedures, other than bond documents provided at closing, which contain the following key characteristics to ensure that violations are timely identified and corrected so that the Bonds remain in compliance with federal tax requirements from the time they are issued until they are no longer outstanding:

please also see the attached letter noted as page 5 of 5.

(a) Due diligence review at regular intervals?

YES _____ NO

(b) Identification and training of the officer or employee responsible for review?

YES _____ NO

(c) Retention of adequate records to substantiate compliance (e.g., records relating to the allocation of proceeds, etc.)

| | | | |
|---|-----------------------------|-----------------|----------|
| Information Due By <u>29 January, 2014</u> | At Next Appointment. | Email In | X |
|---|-----------------------------|-----------------|----------|

| | | |
|-------------|---|---|
| FROM | Name and Title of Requestor Cathy Webster, Tax Law Specialist Employee #: 1000875810 | Date: 1/8/2014 |
| | Office Location: 700 West Capitol MS:4900 Little Rock, AR 72201 | Phone: 501-396-5967 e-mail: cathy.a.webster@irs.gov FAX 855-243-0738 |

| | | |
|------------------------------------|---|--|
| Form 4564 | Department of the Treasury Internal Revenue Service Information Document Request | Request Number 01 |
| To: Travis County, Texas | | Subject: Examination of the tax- advantaged status of the Bonds described below |
| | | Submitted to: Samuel T. Biscoe, County Judge |
| | | Dates of Previous Requests: |

Description of Documents Requested:

YES ___ NO

(d) Procedures reasonably expected to timely identify noncompliance?

YES ___ NO

(e) Procedures to ensure that steps will be taken to timely correct noncompliance.

YES ___ NO

For each of the items (a-e) for which there are no written procedures, explain what guidelines are in place to timely identify and correct violations to ensure the Bonds remain in compliance with federal tax requirements for so long as they are outstanding.

(6) Are you aware of the option available through the Tax Exempt Bonds Voluntary Closing Agreement Program ("VCAP") to correct failures to comply with federal tax requirements that cannot be remediated under existing remedial action provisions or other tax-exempt bond closing agreements programs contained in the regulations or published guidance?

YES NO ___

If NO, please access the Internal Revenue Service/Tax Exempt Bonds website at www.irs.gov/taxexemptbond/index.html and select TEB Voluntary Compliance.

Power of Attorney

Please complete and email Form 2848 if you intend to have a representative handle this examination. (you may download Form 2848 and its instructions from <http://www.irs.gov>.)

| | | | |
|--|--|---|---------------|
| Information Due By <u>29 January, 2014</u> | At Next Appointment | Email In | X |
| Name and Title of Requestor Cathy Webster, Tax Law Specialist Employee #: 1000875810 | | Date: 1/8/2014 | |
| FROM | Office Location: 700 West Capitol MS:4900 Little Rock, AR 72201 | Phone: 501-396-5967 e-mail: cathy.a.webster@irs.gov FAX 855-243-0738 | Page 3 |

| | | |
|------------------------------------|---|--|
| Form 4564 | Department of the Treasury Internal Revenue Service Information Document Request | Request Number 01 |
| To: Travis County, Texas | | Subject: Examination of the tax- advantaged status of the Bonds described below |
| | | Submitted to: Samuel T. Biscoe, County Judge |
| | | Dates of Previous Requests: |

Description of Documents Requested:

When providing your response to this Information Document Request, please include the following:

Signature: _____ Date: _____

Printed Name: _____

Title: _____

Telephone Number: _____

The information requested above is to assist us in determining compliance of your bond issue with the relevant tax exempt bond provisions of IRC sections 103, and 141 through 150 of the Internal Revenue Code. Additional information may be requested at a later date if needed.

| | | | | |
|---|---|---|--------------------------|----------|
| Information Due By <u>29 January, 2014</u> | | At Next Appointment | Email In | X |
| FROM | Name and Title of Requestor Cathy Webster, Tax Law Specialist Employee #: 1000875810 | | Date: 1/8/2014 | |
| | Office Location: 700 West Capitol MS:4900 Little Rock, AR 72201 | Phone: 501-396-5967 e-mail: cathy.a.webster@irs.gov FAX 855-243-0738 | Page 4 | |

ATTACHMENT TO RESPONSE TO FORM 4564, INFORMATION DOCUMENT REQUEST

Travis County, Texas

Tax ID: 26-3214894

RE: Examination of \$11,315,000 Permanent Improvement Bonds, Series 2010

2. Are there any unspent proceeds?

Unspent proceeds of the Permanent Improvement Bonds, Series 2010 (the "Bonds") issued by Travis County, Texas (the "County") will be expended in connection with the construction and improvement of County parks and the acquisition of land and interests in land in connection therewith, including without limitation, the acquisition of open space parkland. It is the County's goal to expend proceeds of its tax-exempt obligations with due diligence, and, in keeping therewith, the County expects to spend all remaining proceeds related to the Bonds within the next two to three years. The County understands that these unspent amounts are no longer subject to temporary period exception from yield restriction under Section 148 of the Internal Revenue Code of 1986, as amended and the Income Tax Regulations promulgated thereunder.

5. Are there written procedures, other than bond documents provided at closing, which contain the following key characteristics to ensure that violations are timely identified and corrected so that the Bonds remain in compliance with federal tax requirements from the time they are issued until they are no longer outstanding?

The County has been working with our Bond Counsel on the development of written procedures for post issuance federal tax compliance for tax-exempt debt. The procedures are currently in draft form and are anticipated to be implemented in the current fiscal year. Assigned staff from the County Auditor's Office, the County Attorney's Office and the Planning and Budget Office monitor the County's tax-exempt bonds for compliance with applicable use of proceeds, arbitrage/rebate and record retention requirements and regularly meet with the County's third party Financial Advisor and Bond Counsel to discuss issues related to compliance with the same. Staff assigned to these reviews receives on-going training regarding tax-exempt debt and compliance with federal tax law requirements.

The County uses the services of a private arbitrage consultant to calculate any potential yield restrictions and rebates for issued debt. All applicable records have and will be maintained for so long as the Bonds are outstanding, plus three years, to substantiate compliance with federal tax laws, and the County will continue to review the Bonds for compliance with applicable requirements. If any noncompliance is identified, steps will be taken in a timely manner to correct such noncompliance, including as may be applicable and with the advice of Bond Counsel, remediation under Section 1.141-12 of the Regulations and/or a closing agreement under the Tax-Exempt Bonds Voluntary Closing Agreement Program described in Notice 2008-31.



Travis County Commissioners Court Agenda Request

Meeting Date: January 28, 2014

Prepared By/Phone Number: Peter Einhorn, 854-9222

Department Head:

Commissioners Court Sponsors: Judge Sam Biscoe & Commissioner Bruce Todd, Precinct 2

AGENDA LANGUAGE:

CONSIDER AND TAKE APPROPRIATE ACTION ON TRAVIS COUNTY EMPLOYEE PARKING ISSUES IN THE CENTRAL BUSINESS DISTRICT AND A PROPOSED COMMUTE OPTIONS BENEFIT PROGRAM.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Memo attached

ISSUES AND OPPORTUNITIES:

Memo attached

REQUIRED AUTHORIZATIONS:

Commissioner Bruce Todd

BRUCE TODD

TRAVIS COUNTY COMMISSIONER - PRECINCT 2
TRAVIS COUNTY ADMINISTRATION BUILDING
700 LAVACA STREET, SUITE 2.300
AUSTIN, TX 78701



January 28, 2014

Travis County Downtown Parking Modifications and Commute Options Benefit Program

The Issue:

Travis County is experiencing tremendous growth, and continues to face significant traffic congestion. The transportation system is at capacity in the Central Business District (CBD), and downtown employers have the challenge of retaining employees who face the difficulty of having to commute into the CBD each day. Recently, the Court received a presentation from the Texas Transportation Institute (*Long-Term Central Texas IH35 Improvement Scenarios*) that listed, among other measures, a 40% reduction in downtown single occupant vehicle trips, a 25% increase in transit use, and a 25% increase in carpooling, and 25% increase in bicycle and pedestrian commuting to have any impact on I-35 congestion.

This is a challenge that actually represents the opportunity to have a positive impact on our community by promoting the utilization of all commute options available to our employees. These options include carpooling, flexible schedules, transit, and bike/pedestrian in addition to traditional car commuting. Travis County government, as an employer of over 2000 downtown employees, should be a proactive leader looking for solutions which benefit our workforce and the region's congestion.

The Solution:

Travis County government will undertake a series of initiatives that seek to reduce the number of cars commuting into downtown Austin by its employees on a daily basis. We will achieve this by taking steps to raise awareness about the costs, availability, and use of transit options. The side effects of this program are tremendously positive in not only their ability to reduce traffic congestion, but to *increase revenue opportunities* to the County at the same time.

Employee Commute Options Benefit program

The City of Austin had limited success with their Parking Cash-Out pilot program. This was partly attributable to setting a cash-out value for the parking spaces that was too low. Travis County has an additional challenge in that some employees have not been assigned parking yet because we have a shortage of spaces and they are on a waiting list. The proposal is to offer all County employees (those on a waiting list and those that are not) that work in the Central Business District an Employee Commute Options Benefit. *This program is entirely optional.* The dollar level is preliminarily set at \$100 per month. Employees then have several options:

- If employees currently have a County subsidized parking space they can keep their parking space and forgo the entire \$100 commute options benefit

- Regardless of if the employee currently has a County subsidized parking space or not, they can:
 - Forgo parking in a County facility and use the \$100 commute options benefit to purchase a transit pass or cover other commute related expenses (equipment for cycling, etc.)
 - Use the \$100 to offset the parking expenses of purchasing a space on the private market (market rate in the area around 700 Lavaca is \$126/month)

The monthly savings of not driving for the average County employee is approximately \$500 per month. In addition, any of the Commute Options Benefit not spent on commuting is extra take home pay for County employees.

Opportunities for the County:

In order to take advantage of the opportunities presented, the County will need to address some infrastructure gaps. They include:

- Adopt a policy of zoned parking in all of our CBD parking facilities to enable reducing (potentially eliminating) both our waiting list and the need for externally leased spaces for County employees
- Increase garage revenue opportunities through reviewing rates to ensure that our rates reflect what the market will bear;
- Offset cost of the Employee Commute Options Benefit program by potentially having spaces not needed by County employees that can be leased on the private market; and
- Allow for employees who currently wait for parking to receive parking, while those who do not wish to have parking earn other benefits.

Why County employees?

Travis County has a large presence downtown, and we have a willing and adaptable workforce. The County has also made investments in, and will continue to work to provide transit options for its employees:

- There are **2098** Travis County employees who work in the CBD,
- The county has approximately **1861** parking spaces in the CBD,
- In our garages with assigned spaces, we have 70% occupancy on a given day,
- 39% of employees who work in the CBD are located within ½ mile of a transit stop that serves downtown (including Capital Metro's MetroRapid bus routes),
- The County has invested \$30,000 in a pilot program with Capital Metro to provide free bus passes to its employees (in a recent employee survey 35% of employees expressed interest in the program),
- According to the recent employee survey, 14% of respondents said they would be willing to give up their parking space for a \$100 monthly benefit, while another 14% indicated interest, if they have access to parking when the need to drive (*1,540 County employees responded*),
- B-Cycle bike share has come online and will be adding locations close to the Travis County Central Campus, and
- Car2Go is an excellent option for employees needing a vehicle to drive while in the downtown area.

Why is parking an issue?

Travis County currently provides parking at no cost to the employee. It is the only large urban county in Texas to provide free parking to their CBD workforce. While free to our employees, the cost to the County is significant. The County operates and maintains current garages for employees thereby reducing a potential revenue source for the County. Additionally, the County currently leases an additional number of spaces in the downtown area for close to \$96,000/year. There is a waiting list for parking, yet occupancy of garages with assigned spaces runs only 70% (Granger garage), and there is a 100 space surplus in the 700 Lavaca garage each day.

This program recognizes that the use of other mode options for commuting will not work for all employees. Some employees have children, or act as caregivers to other family members, or have other constraints that require driving to and from work each day. Some do not live close to transit options or are too far from the CBD to ride their bicycle. The Employee Commute Options Benefit is designed to better communicate to our workforce the value of the benefit that the County provides to some employees and also extends the benefit to those employees that don't currently have an assigned County parking space. Once the employees understand the value of their parking space they can determine if they can pursue other commute options. The employees ultimately benefit: for those who choose not to enter into the program, they will still have a parking space. For those who opt in, they have the potential to increase their income and also save on commuting costs.

I. Parking Lease Revenue

This table provides information on revenue generated in the 700 Lavaca Garage through leases with building tenants and external entities and

| Privately Leased Parking Revenue | Assigned | Unassigned | Notes |
|--|-----------------|-------------------|--|
| Number of Spaces Leased to Internal Tenants on Monthly Basis Beyond Terms of Lease | 4 | 38 | These are month-to-month leases provided to tenants at the discretion of Travis County |
| Number of Spaces Leased to External Tenants | 0 | 106 | Varying agreements with non-tenants for use of parking |
| Total Number of Leased Spaces | 4 | 144 | |
| Parking Rate in the 700 Lavaca garage | \$140 | \$100 | |
| Average Monthly Lease Rate for a Parking Space in the Vicinity | \$202 | \$126 | |
| Current Monthly Revenue from Leased Spaces | \$560 | \$14,400 | |
| Potential Monthly Revenue applying Market Rates | \$808 | \$18,144 | |
| Foregone Monthly Revenue from undercharging tenants | -\$248 | -\$3,744 | |
| Annual Revenue from Leased Spaces | \$6,720 | \$172,800 | |
| Potential Annual Revenue at Market Rates | \$9,696 | \$217,728 | |
| Foregone Annual Revenue from undercharging tenants | -\$2,976 | -\$44,928 | |

II. Potential Additional Cost Savings and Parking Revenue

Current spending on external parking leases could be eliminated. In addition, parking spaces in the 700 Lavaca Garage beyond lease

| | | |
|--|---------------------------|---------------------|
| Cancellation of Current Leased Parking Contracts (resulting from parking benefit) | | \$96,000.00 |
| Bring Leased Spaces to Market Rate: | | |
| | Unassigned at Market Rate | \$54,912.00 |
| | Assigned at Market Rate | \$9,696.00 |
| | Sub Total | \$64,608.00 |
| Total | | \$160,608.00 |

* Incomplete total as additional opportunities for savings are assessed and quantified.

III. Cashout Program: Cost Impact Analysis

County to lease at market rates (\$125 per space), higher participation would result in greater net revenue to the County.

| | Annual Per Employee Cost for Parking Benefit | 100% Participation* | 14% Participation | 21% Participation | 28% Participation |
|--|---|----------------------------|--------------------------|--------------------------|--------------------------|
| Cost of the Commute Options Benefit Program (participation scenarios) | \$ (1,299.36) | \$ (2,726,057.28) | \$ (381,648.02) | \$ (572,472.03) | \$ (763,296.04) |
| Revenue from Leasing Cashed Out Spaces on the Private Market (market value of \$126/space) | | \$ 3,172,176.00 | \$ 444,104.64 | \$ 666,156.96 | \$ 888,209.28 |
| Annual Total (revenue-costs) | | \$ 446,118.72 | \$ 62,456.62 | \$ 93,684.93 | \$ 124,913.24 |

* 100% Participation shown for information purposes only. Studies and surveys indicate participation likely between 14% and 28%.

IV. References

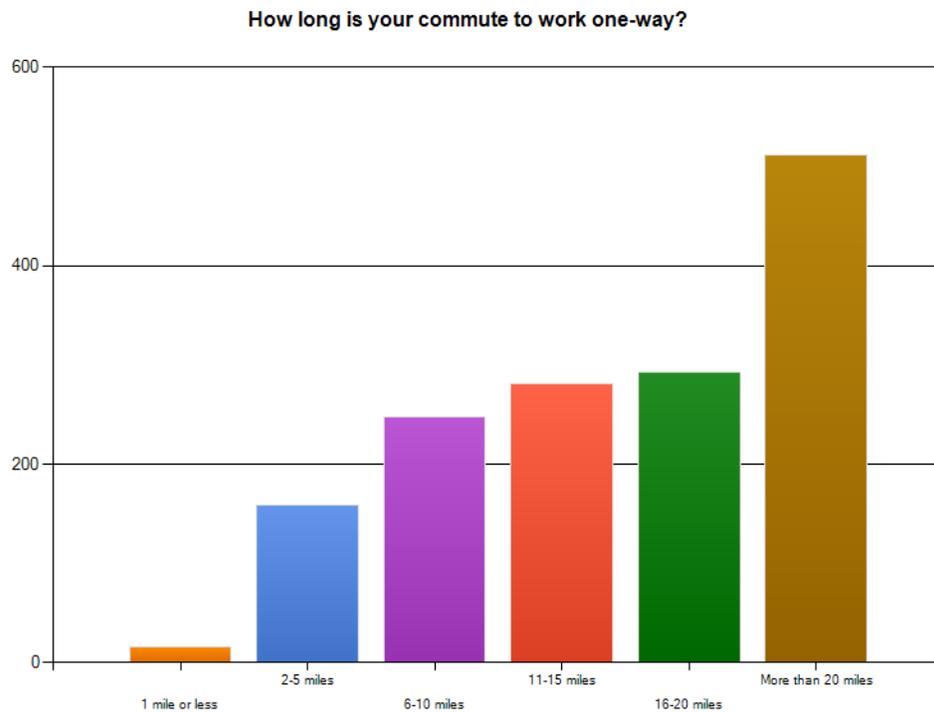
| | # | Notes |
|--|--|--|
| Total Number of Employees in the CBD | 2,098 | Includes Palm Square and Forensic Center |
| Total Number of Physical Parking Spaces in the CBD owned by Travis County | 1,861 | (1,721 downtown, 130 at Palm Sq., 10 at Med. Examiner) |
| Total Number of Employees that can park in the spaces in the CBD (with only 700 Lavaca garage zoned, allowing 20% more capacity) | 1,943 | Excludes spaces dedicated to building tenants in contract |
| Total Number of Employees that could park in the spaces in the CBD (if all county garages and lots were zoned, allowing 20% more capacity) | 2,177 | Increase of 234 based on additional capacity gained in garages (Granger, San Antonio, and EOB) and County-owned lots |
| Total Number of Physical Spaces in the 700 Lavaca Garage | 408 currently; 552 with discretionary spaces | Discretionary spaces include tenant and external agreements beyond lease terms |
| Total Number of County Employees that can currently park in the 700 Lavaca Garage | 493 | Based on 120% allocation and accounting for current leases |

2014 Transportation Survey

Question 1. During a typical week, how many days per week do you use the following methods to get to work?

Roughly 74% of employees drive themselves to work every day. A significant minority carpool. Roughly 4.5% of employees ride transit most days but about 9% ride the bus at least once per week. As virtually all of the transit riders work downtown, this jumps up to 6.7% and 12.7%, respectively, when looking exclusively at downtown employees. About 6% are dropped off at least once per week and another 4 percent walk or bike to work. Just 4% work from home at least once per week.

Question 2. How long is your commute to work one way?

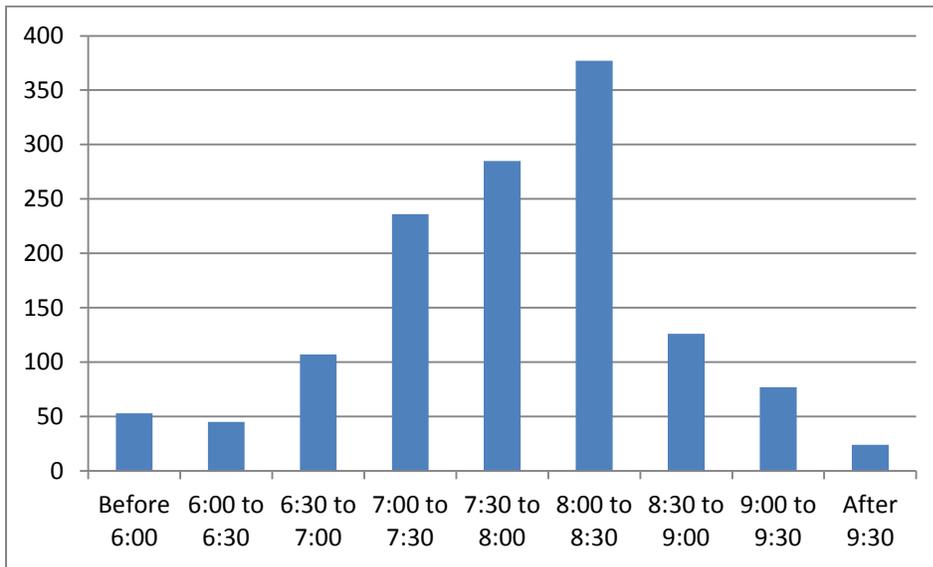


Many Travis County employees commute long distances to work. About 34% of employees indicate that they travel more than 20 miles to work, 19.4% travel 16-20 miles, 18.6% travel 11-15 miles, 16.4% travel 6-10 miles, 10.5% travel 2-5 miles, and 1.1% travel 1 mile or less.

Question 3. What best describes your typical work week?

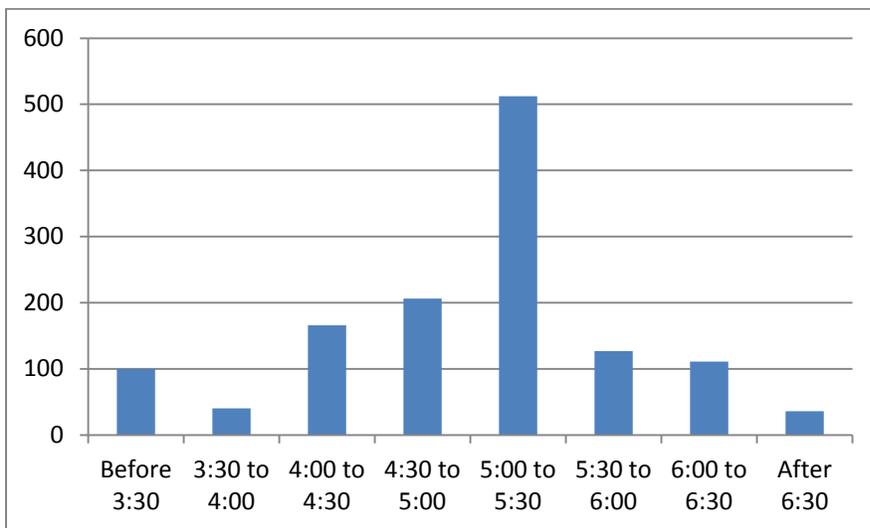
The majority of respondents (83%) work daytime, Monday through Friday.

Question 4. Arrival times.



As the chart above demonstrates, there is some variation in start times, but approximately 50% of all employees arrive between 7:30 and 8:30 am. About 26% indicated the exact start time of 8:00 am.

Question 5. Departure times.



The departure chart demonstrates an even sharper spike, with over 55% of employees departing between 4:30 and 5:30 p.m. with A full 36% of employees depart at precisely 5:00 pm.

Question 6. Do you have county-provided parking?

About 70% of respondents received access to county parking while 30% did not.

Question 7. When you drive to work, where do you park?

The majority of respondents (76%) use county parking. Among downtown employees, 8% of downtown respondents park on the street, and no fewer than 5.5% of respondents use a co-workers unused space.

Question 8. How often does your job require you to use your personal vehicle for county business?

53% of respondents said rarely or never. 18% must use their vehicles daily or several times a week. The remaining respondents needed to use their personal vehicle for work less frequently.

Question 9. If you pay for parking at a meter, garage or lot, how much do you spend each month on parking?

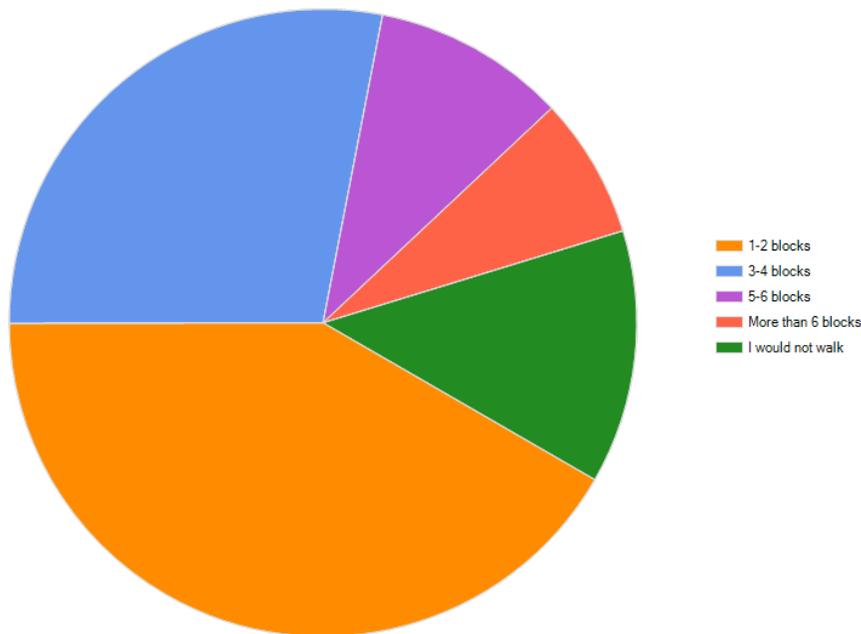
This question did not apply to the majority of respondents (85.5%).

Looking solely at those who did pay for parking, about 60% pay under \$100 per month, while the remaining 40% pay over \$100 per month (16% pay over \$150 per month).

Question 10. What is the farthest you would walk for a free parking space?

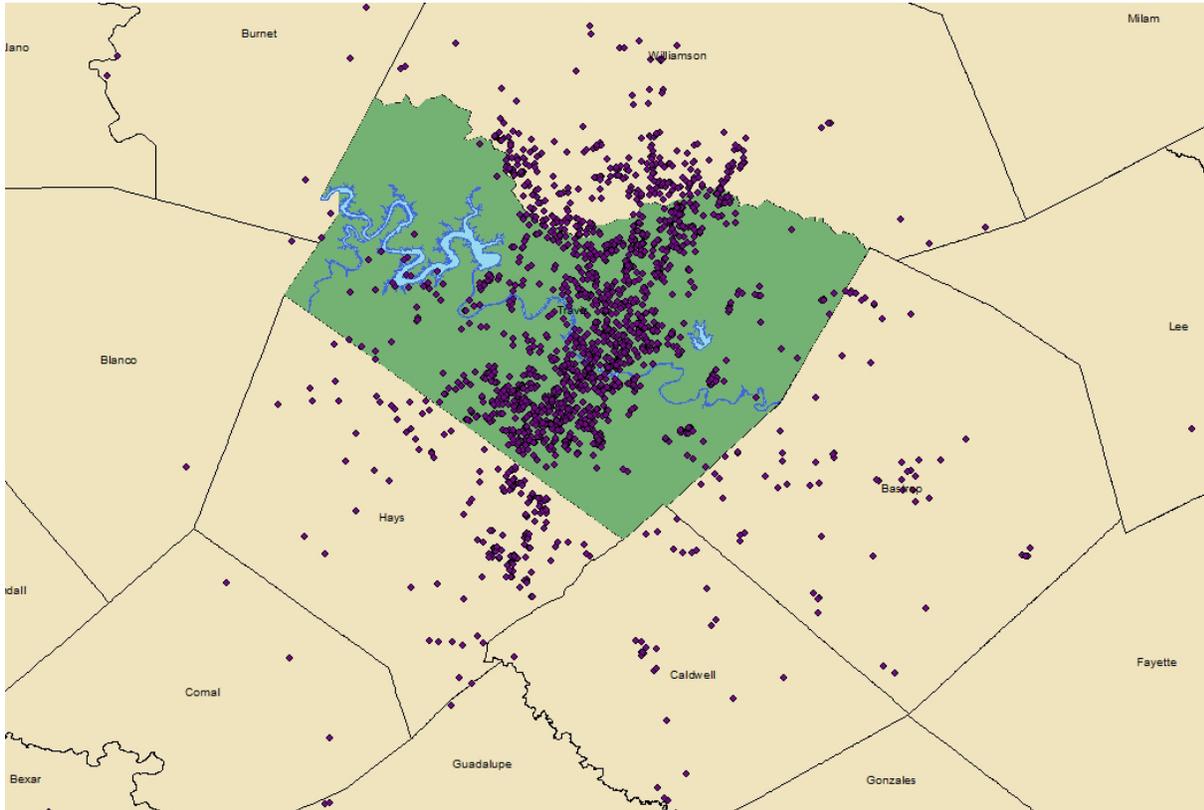
Willingness to walk for parking has remaining low since the question was asked seven years ago. Nearly half (46%) are willing to walk 1-2 blocks, and about 13% would not walk at all. The remaining respondents (45.4%) would walk 3 blocks or more.

What is the farthest you would walk for a free parking space?



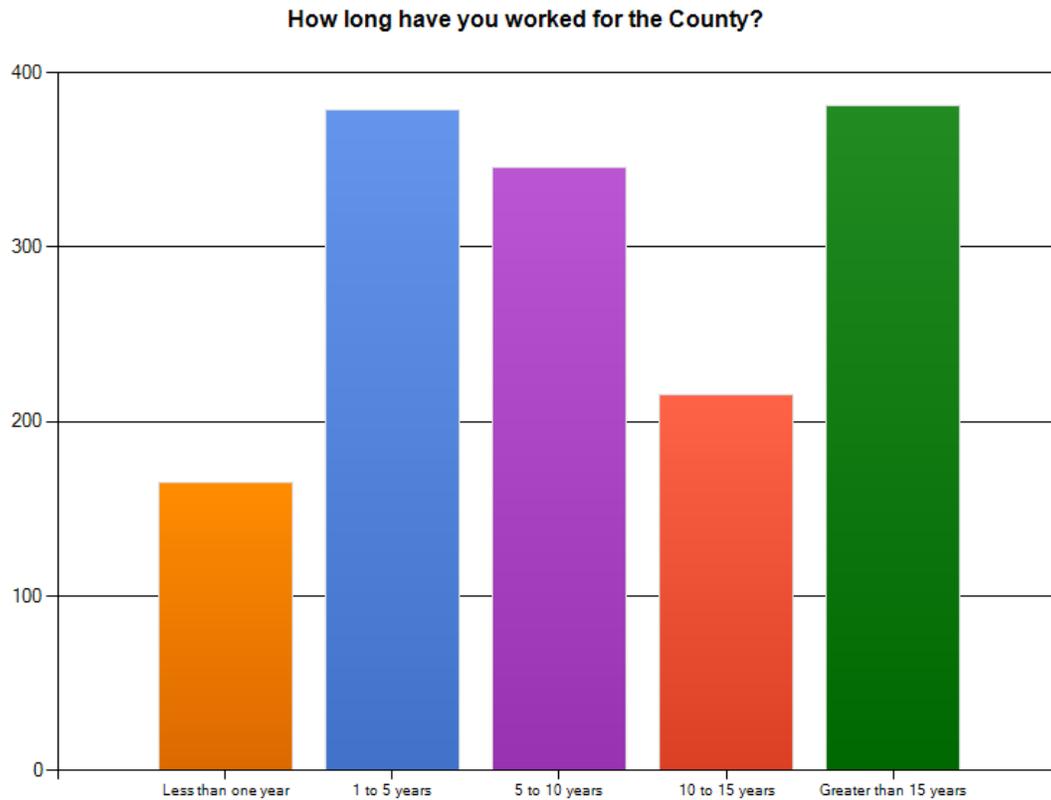
Question 11. What is your home zip code?

Among respondents, the three most common zip codes were 78660 (Pflugerville), 78748 (Manchaca), and 78745 (South Austin). The map below is a comprehensive map of all downtown employees that shows the distribution.



Question 12. How long have you worked at the County?

The chart below indicates significant variation in the tenure of employees who responded. About 11% have worked at Travis County less than one year, 25.5% for 1 to 5 years, 23.3% for 5 to 10 years, 14.5% for 10 to 15 years, and 25.6% for longer than 15 years.



Question 13. Where do you work?

About 62% of respondents work downtown. A sizeable number work at the Correctional Complex (10.7%) and a significant number work at unidentified county locations.

Question 14. If Travis County offered employees \$100 per month to forego a parking space, would you be interested?

About 14% indicated definitive interest. Another 14% answered maybe, if they could pay to park on days they needed to drive. 72% indicated no interest this option.

Question 15. Do you support more zoned parking if it means more of your co-workers could receive county-assigned parking, quite possibly eliminating the current waitlist?

Over 83% support the expansion of zoned parking. If considering only downtown respondents, there remained a significant majority (approximately 77%) who support the expansion of zoned parking.

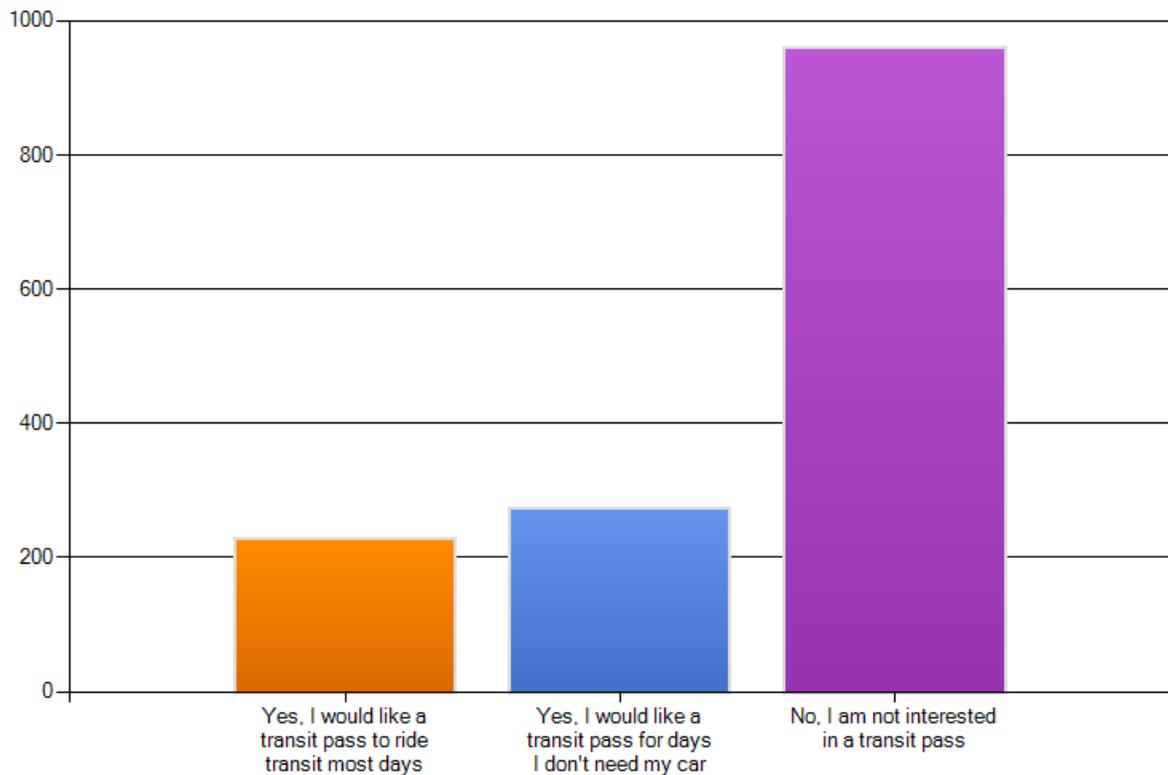
Question 16. Have you ever used Capital Metro?

50% said yes and 50% said no.

Question 17. The Commissioners Court is funding a pilot program to give free Capital Metro transit passes to interested employees. These passes will be available by the end of this month. Are you interested?

A sizeable portion of the workforce (**35%**) indicated interest in the transit program. About half of this group (17% of total) would like the transit pass to use for regular commuting, while the other half (18% of total) would like the transit pass for occasional commuting.

The Commissioners Court is funding a pilot program to give free Capital Metro transit passes to interested employees. These passes will be available to employees by the end of this month. Are you interested?





Travis County Commissioners Court Agenda Request

Meeting Date: January 28, 2014

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 are two capital assets included in the items to be auctioned. One is an obsolete fiberglass wastewater sampler and the other is an outdated polycom conference phone. Both items are fully depreciated.

The balance of the auction items listed are considered low value assets or includes items that are not part of the inventory.

Gaston Sheehan Auction

Created 01-23-14 at 4:13 pm

| LOT # | Asset Number (SAP) | Inventory number (TAG) | Asset description | Serial Number | Resp. CC | Inv.date |
|-------|--------------------|------------------------|--|-----------------|------------|------------|
| 1 | N/A | N/A | 1 CRAFTSMAN TOOL BOX | N/A | N/A | N/A |
| 2 | N/A | N/A | 1 AC RECHARGE KIT & 1 BOX OF MISC ELECTRONICS | N/A | N/A | N/A |
| 3 | N/A | N/A | 1 OLD CHOP SAW | N/A | N/A | N/A |
| 4 | 1017580 | 130745 | "SAMSUNG 46"" MONITOR (46"" VIA) ANALOG DIGITAL & | BH46HCEP300117K | 1150020001 | 4/23/2013 |
| 5 | N/A | N/A | 1 MISC TOOL BOX | N/A | N/A | N/A |
| 6 | 1022144 | 138875 | "TV SAMSUNG 42"" LCD | B46A3CSQ302984 | 1150020001 | 2/28/2013 |
| 7 | 1029533 | 146611 | ECHO HANDHELD BLOWER PB-250 | P05412005154 | 1150020001 | 3/25/2013 |
| 8 | 1014923 | 152088 | "HEDGE TRIMMER 24"" MARUYAMA | 215607 | 1150020001 | 3/25/2013 |
| 9 | N/A | N/A | 1 OLD ECHO HEDGER | N/A | N/A | N/A |
| 10 | 1028638 | 140519 | ECHO HANDHELD BLOWER | P05412014731 | 1150020001 | 3/25/2013 |
| 11 | N/A | N/A | 1 OLD BALANCER / ANALYZER KIT | N/A | N/A | N/A |
| 12 | 1022130 | 138842 | "TV SAMSUNG 42"" LCD | B46A3CSQ302745 | 1150020001 | 2/28/2013 |
| 13 | N/A | N/A | 1 OLD OUTDOOR PORTABLE KITCHEN TABLE | N/A | N/A | N/A |
| 14 | 1022142 | 138861 | "TV SAMSUNG 42"" LCD | B46A3CSQ302946 | 1150020001 | 2/28/2013 |
| 15 | 1006373 | 100531 | ELECTRONIC COPY BOARD CATEGORY 1 | 31593LC0067 | 1150010001 | 1/31/2012 |
| 16 | N/A | N/A | 3 OLD ITRONIX TABLET PC'S | N/A | N/A | N/A |
| 17 | N/A | N/A | 1 BOX OF MISC COMIC BOOKS | N/A | N/A | N/A |
| 18 | N/A | N/A | 1 CRAFTSMAN TOOL BOX | N/A | N/A | N/A |
| 19 | 1029720 | 139270 | AR PRESSURE WASHER ELEC. 1750 PSI | NONE | 1150020001 | 1/6/2012 |
| 20 | N/A | N/A | 1 OLD YAMAHA GUITAR W/ CASE | N/A | N/A | N/A |
| 21 | N/A | N/A | 2 BOXES OF OLD MISC BOX CUTTERS | N/A | N/A | N/A |
| 22 | N/A | N/A | 3 OLD ITRONIX TABLET PC'S | N/A | N/A | N/A |
| 23 | N/A | N/A | 1 PLANO TOOL BOX | N/A | N/A | N/A |
| 24 | 1018724 | 157567 | "20"" TELEVISION LG | 708MXCRLG043 | 1150020001 | 2/8/2012 |
| 25 | N/A | N/A | 1 BOX OF MISC ELECTRONICS | N/A | N/A | N/A |
| 26 | N/A | N/A | 1 BOX OF OLD MISC AIR TOOLS | N/A | N/A | N/A |
| 27 | N/A | N/A | 3 OLD MAC BOOKS | N/A | N/A | N/A |
| 28 | 1013958 | 127561 | DLP PROJECTOR-NEC LT245 | 5800964EM | 1150020001 | 4/15/2013 |
| 29 | N/A | N/A | 3 OLD ROLLING CARTS | N/A | N/A | N/A |
| 30 | N/A | N/A | 1 NON-WORKING KENMORE REFRIGERATOR | N/A | N/A | N/A |
| 31 | 1004356 | 80510 | REFRIGERATOR - GENERAL ELECTRIC | FM796095 | 1150020001 | 6/14/2013 |
| 32 | N/A | N/A | 1 MISC NO NAME BLACK BICYCLE | N/A | N/A | N/A |
| 33 | N/A | N/A | 1 NEXT BICYCLE | N/A | N/A | N/A |
| 34 | N/A | N/A | 1 MISC NO NAME ORANGE BICYCLE | N/A | N/A | N/A |
| 35 | N/A | N/A | 1 NEXT 15 SPEED BICYCLE | N/A | N/A | N/A |
| 36 | N/A | N/A | 1 ROADMASTER "Mt. FURY" BICYCLE | N/A | N/A | N/A |
| 37 | N/A | N/A | 1 OLD WOODEN ROLLING CART | N/A | N/A | N/A |
| 38 | 1029804 | 144202 | "LAWNBOY 20"" MOWER | 310019872 | 1150020001 | 3/25/2013 |
| 39 | 1029807 | 144205 | "LAWNBOY 20"" MOWER | 310022911 | 1150020001 | 3/25/2013 |
| 40 | 1029805 | 144203 | "LAWNBOY 20"" MOWER | 310023015 | 1150020001 | 3/25/2013 |
| 41 | 1027698 | 145278 | TRIMMER POWER 59CC HIGH TORQUE ECHO | S79812012446 | 1150020001 | 3/15/2011 |
| 42 | 1015917 | 152187 | EXTENDED REACH HEDGE TRIMMER MARNYAMA | G420689 | 1150020001 | 3/25/2013 |
| 43 | 1028636 | 140517 | ECHO GAS STRING TRIMMER | S73112221761 | 1150020001 | 3/25/2013 |
| 44 | 1029542 | 146626 | ECHO GAS STRING TRIMMER SRM-230SP | S73112235306 | 1150020001 | 3/25/2013 |
| 45 | 1011658 | 123351 | ECHO TRIMMER #SRM260S 26CC | 5024455 | 1150020001 | 3/7/2011 |
| 46 | 1029540 | 146624 | ECHO GAS STRING TRIMMER SRM-230SP | S73112235806 | 1150020001 | 3/25/2013 |
| 47 | 1026610 | 139202 | TRIMMER POWER ECHO HIGH TORQUE | S73511017632 | 1150020001 | 6/14/2013 |
| 48 | 1026609 | 139201 | TRIMMER POWER ECHO HIGH TORQUE | S73511017745 | 1150020001 | 3/15/2011 |
| 49 | 1027700 | 145280 | TRIMMER POWER 59CC HIGH TORQUE ECHO | S79812012461 | 1150020001 | 3/15/2011 |
| 50 | 1028843 | 145231 | ECHO SRM-265T WEED EATER | S7981205942 | 1150020001 | 3/15/2011 |
| 51 | 1027699 | 145279 | TRIMMER POWER 59CC HIGH TORQUE ECHO | S79812012488 | 1150020001 | 3/15/2011 |
| 52 | N/A | N/A | 3 OLD FOLDING TABLES | N/A | N/A | N/A |
| 53 | N/A | N/A | 1 OLD BOOKSHELVE | N/A | N/A | N/A |
| 54 | N/A | N/A | 1 OLD BOOKSHELVE | N/A | N/A | N/A |
| 55 | 1015812 | 128583 | "TV TOSHIBA MW20F52-20""DVD/VCR FLAT/STEREO 4IN1 | BAC365017586 | 1150020001 | 1/28/2013 |
| 55 | 1013778 | 127546 | "PANASONIC PV-DF2035 20"" TV/DVD/VCR COMBO | G5AA44754 | 1150020001 | 2/19/2013 |
| 55 | 1009790 | 106929 | "COMBINATION VCR/13"" COLOR PANASONIC | F3IA70008 | 1150020001 | 5/8/2012 |
| 55 | 1009791 | 106928 | "COMBINATION VCR/13"" COLOR PANASONIC | F3IA71444 | 1150020001 | 5/8/2012 |
| 55 | 1005124 | 80168 | "TV ZENETH 13"" | 65112163362 | 1150020001 | 7/9/2012 |
| 55 | 1016800 | 130812 | MICROWAVE PANASONIC | TA17190045 | 1150020001 | 12/13/2011 |
| 56 | 1005143 | 87924 | TYPEWRITER PANASONIC KXE 4000 | 6GM51A40931 | 1150020001 | 6/22/2012 |
| 57 | 1003729 | 55406 | IBM CORR SELECTRIC TYPW | 266444026 | 1150020001 | 5/3/2011 |
| 57 | 1039649 | 84203 | CAMERA POLAROID PRO CAM | H4X00M8A | 1150020001 | 11/10/2009 |
| 57 | 1012528 | 125094 | BELKIN OMNIVIEW PRO2 SERIES 4-PORT KVM SWITCH WITH | 3042404840 | 1150020001 | 2/19/2013 |
| 57 | 1011122 | 123392 | BROTHERS INTELIFAX 3800 BRT902072 #153-076 | V60060D462600 | 1150020001 | 2/8/2012 |
| 57 | 1015656 | 130301 | SCANNER FUJITSU FI 5120C - DOCUMENT | 52116 | 1150020001 | 2/19/2013 |
| 57 | 1005490 | 90883 | RAPID CHARGER SIX UNIT (FOR HT-1000 & MT-2000 | NONE | 1150020001 | 6/23/2006 |
| 58 | 1008999 | 119718 | SYMBOL COBRA LS 1902 TRIGGERED DECODED SCANNER | SA0017C42E | 1150020001 | 5/9/2005 |
| 59 | N/A | N/A | 1 OLD METAL RACK | N/A | N/A | N/A |
| 60 | N/A | N/A | 1 PALLET OF OLD BINDERS | N/A | N/A | N/A |
| 61 | 1011882 | 123390 | SCANNER #C9919A HP SCANJET 5550C FLATBED COLOR | CN47ET60D2 | 1150020001 | 6/28/2013 |
| 61 | 1016725 | 128364 | PANASONIC KX-FL511 LASE PLAIN PAPER FAXOPER | 7AAWD334139 | 1150020001 | 7/25/2012 |
| 62 | 1010035 | 120130 | VIDEO SYSTEM MOBILE POLICE MV7 | 103565 | 1150010001 | 5/3/2011 |
| 62 | 1010042 | 137256 | VIDEO SYSTEM MOBILE POLICE MV7 | 119928 | 1150020001 | 5/20/2013 |

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| LOT # | Asset Number (SAP) | Inventory number (TAG) | Asset description | Serial Number | Resp. CC | Inv.date |
|-------|--------------------|------------------------|---|------------------|------------|-----------|
| 62 | 1005144 | 87925 | TYPEWRITER PANASONIC KXE 4000 | 6GM51A40954 | 1150020001 | 6/22/2012 |
| 62 | 1003789 | 62387 | TELEVISION SONY | 8004342 | 1150020001 | 6/22/2012 |
| 62 | 1012979 | 124663 | TYPEWRITER BROTHER | U53080C5E124157 | 1150020001 | 6/22/2012 |
| 62 | 1009385 | 119677 | PANASONIC TV/VCR COMBO | F31A73903 | 1150020001 | 6/22/2012 |
| 62 | 1013681 | 127272 | SHREDDER FELLOWES 1500C | | 1150020001 | 7/24/2012 |
| 63 | N/A | N/A | 2 OLD AIR PURIFIERS | N/A | N/A | N/A |
| 64 | 1006326 | 101072 | SWINTEC #7000 TYPEWRITER LIGHT DUTY | 5300129 | 1150020001 | 1/7/2013 |
| 65 | N/A | N/A | 12 OLD CHAIRS | N/A | N/A | N/A |
| 66 | N/A | N/A | 1 OLD FELLOW SHREDDER | N/A | N/A | N/A |
| 67 | N/A | N/A | 1 OLD FELLOW SHREDDER | N/A | N/A | N/A |
| 68 | 1005090 | 124916 | COMPOSITE WASTE WATER SAMPLER MODEL 6700 | 196D03229 | 1150020001 | 7/11/2013 |
| 69 | 1000241 | 124915 | DISCRETE FIBERGLASS WASTEWATER SAMPLER MODEL 2910 | 196D03085 | 1150020001 | 7/11/2013 |
| 70 | 1005089 | 126732 | BUBBLER FLOW METER | 196D00994 | 1150020001 | 7/11/2013 |
| 71 | N/A | N/A | 2 OLD WHITEBOARDS | N/A | N/A | N/A |
| 72 | 1007270 | 104995 | DIGITAL SCALE PELOUZE-DIGITAL CONTROL | 141160266 | 1150010001 | 6/27/2012 |
| 73 | N/A | N/A | 1 OLD DONATED CANNON PRINTER | N/A | N/A | N/A |
| 74 | 1004380 | 76141 | "TV MONT. WARDS 13"" SIGNATURE | Q09152952213 | 1150020001 | 3/2/2012 |
| 75 | N/A | N/A | 4 OLD MOP BUCKETS & 1 OLD PLASTIC CART | N/A | N/A | N/A |
| 76 | N/A | N/A | 2 OLD DOORS & MISC FOAM PANELING | N/A | N/A | N/A |
| 77 | N/A | N/A | 1 OLD BASKETBALL GOAL | N/A | N/A | N/A |
| 78 | N/A | N/A | 1 PALLET OF OLD BINDERS | N/A | N/A | N/A |
| 79 | 1039212 | 127515 | SONY DX-F51 WIDE SCREEN VIEW FINDER | 110972 | 1150020001 | 5/27/2011 |
| 79 | 1039208 | 127512 | SONY DX-F51 WIDE SCREEN VIEW FINDER | 111044 | 1150020001 | 5/27/2011 |
| 79 | 1012987 | 125237 | VIDEO LIGHTING PACKAGE ANTON BAUER PSP-20 PREMIER | 57709 | 1150020001 | 5/27/2011 |
| 79 | 1022588 | 138257 | MATROX AXIO LE PCIE HD/SD CAPTURE & EDITING CARD | A429298 | 1150020001 | 5/26/2011 |
| 79 | 1022587 | 138252 | MATROX AXIO LE PCIE HD/SD CAPTURE & EDITING CARD | A429293 | 1150020001 | 5/26/2011 |
| 79 | 1017031 | 128391 | KEY WEST 840 AE MEDIA KEYS | 8400590 | 1150020001 | 5/27/2011 |
| 79 | 1022618 | 138229 | HP SCANJET 8270 DOCUMENT FLATBED SCANNER | CN84TA0082 | 1150020001 | 4/15/2011 |
| 80 | N/A | N/A | 1 PALLET OF MISC BROOMHANDLES | N/A | N/A | N/A |
| 81 | N/A | N/A | 1 OLD / NON-WORKING GE REFRIGERATOR | N/A | N/A | N/A |
| 82 | 1012113 | 123410 | SCANNER FUJITSU FI-4220C | 609104 | 1150020001 | 4/18/2013 |
| 82 | 1022193 | 138246 | FAX MACHINE PANASONIC UF-6000 FAX | BHP47500278 | 1150020001 | 4/18/2013 |
| 83 | 1015728 | 130379 | GBC ELECTRIC BINDING SYSTEM ITEM 425262 | 060600075P | 1150020001 | 1/28/2013 |
| 84 | 1039210 | 127510 | SONY DX-F51 WIDE SCREEN VIEW FINDER | 111054 | 1150020001 | 5/27/2011 |
| 84 | 1013679 | 127269 | SHREDDER FELLOWES 1500C | N/A | 1150020001 | 9/12/2005 |
| 85 | N/A | N/A | 1 USED SONY MOUNTING BRACKET & 2 LIGHT SCOOPS | N/A | N/A | N/A |
| 86 | N/A | N/A | 1 OLD / NON-WORKING UPS (POWER SUPPLY) | N/A | N/A | N/A |
| 87 | N/A | N/A | 1 OLD / NON-WORKING LIEBERT UPS (POWER SUPPLY) | N/A | N/A | N/A |
| 88 | N/A | N/A | 1 BOX OF OLD BELTS AND HATS | N/A | N/A | N/A |
| 89 | N/A | N/A | 1 OLD ROLLING METAL CART | N/A | N/A | N/A |
| 90 | N/A | N/A | 6 OLD PORTABLE PLASTIC BUNKS | N/A | N/A | N/A |
| 91 | N/A | N/A | 1 OLD CANOPY | N/A | N/A | N/A |
| 92 | 1006323 | 99096 | "DAEWOO 19"" TV/VCR COMBO | MT05CC0459 | 1150020001 | 1/2/2013 |
| 92 | 1013745 | 127548 | PAPER-FOLDER MARTIN YALE | | 1150020001 | 6/22/2012 |
| 92 | 1010041 | 121869 | INFOCUS LCD PROJECTOR LP-650 DATA/VIDEO 2500 | AESN34190077 | 1150020001 | 9/11/2004 |
| 93 | 1010136 | 119690 | PRINT SERVER HP JETDIRECT 300X | SG371BB761 | 1150020001 | 6/22/2012 |
| 93 | 1010134 | 119694 | HP JETDIRECT 300X EXTERNAL PRINT SERVER | SG371BB74C | 1150020001 | 4/13/2011 |
| 93 | 1022180 | 138739 | SCANJET 5590 COLOR DIGITAL FB 2400DPI HP | CN81VTR188 | 1150020001 | 6/14/2013 |
| 93 | 1009115 | 120849 | SCANNER ALPHA/NUMERIC DOLPHIN | DP108622 | 1150010001 | 11/6/2013 |
| 94 | N/A | N/A | 12 OLD CHAIRS | N/A | N/A | N/A |
| 95 | 1007173 | 104681 | SPEED QUEEN WASHER | 106004843 | 1150020001 | 4/9/2013 |
| 96 | N/A | N/A | 1 PALLET OF OLD BINDERS | N/A | N/A | N/A |
| 97 | 1000307 | 88659 | PBX UPGRADE MERIDIAN | NNTM0408L664 | 1150020001 | 7/20/2012 |
| 97 | 1012020 | 122410 | WIRELESS HUB CISCO | FTX0836R15B | 1150020001 | 7/16/2012 |
| 97 | 1011996 | 122386 | WIRELESS HUB CISCO | FTX0836R15E | 1150020001 | 9/9/2004 |
| 97 | 1012011 | 122401 | WIRELESS HUB CISCO | FTX0836R15M | 1150020001 | 3/15/2011 |
| 98 | N/A | N/A | 1 OLD ROLLING WOODEN CART | N/A | N/A | N/A |
| 99 | N/A | N/A | 1 PALLET OF OLD ROTARY PHONES | N/A | N/A | N/A |
| 100 | 1013835 | 127646 | INTELLIFAX 4100 BROTHER 312-906 | U60298G5J301792D | 1150020001 | 6/28/2013 |
| 100 | 1014899 | 130266 | BROTHER INTELL FAX 4100 | U60298A6J419108 | 1150020001 | 6/28/2013 |
| 100 | 1012970 | 124718 | BROTHERS INTELLIFAX 4100 BUSINESS LASER FAX | U60298B5J227027 | 1150020001 | 6/28/2013 |
| 101 | 1005201 | 88594 | MODEM US ROBOTICS 28.8 EXTERNAL W/CABLES | 0008390363441185 | 1150020001 | 4/20/2011 |
| 101 | 1006870 | 104046 | AUDIO EQUALIZER | 324384 | 1150020001 | 4/1/2013 |
| 101 | 1006542 | 101380 | MAGNIFICATION STATION-CLEAR VIEW 517XL | WG8003892 | 1150020001 | 1/2/2013 |
| 102 | N/A | N/A | 1 OLD BOOKSHELVE | N/A | N/A | N/A |
| 103 | N/A | N/A | 1 OLD BOOKSHELVE | N/A | N/A | N/A |
| 104 | N/A | N/A | 1 OLD BOOKSHELVE | N/A | N/A | N/A |
| 105 | 1030618 | 166301 | FAX MACHINE LC710 DELIVERY AND INSTALLATION | KAG79688 | 1150020001 | 3/26/2012 |
| 105 | 1045301 | 142143 | PANASONIC KV-S106SC SF CLR DUPLEX | E7027RB1334 | 1150020001 | |
| 105 | 1016243 | 128300 | MEMOREX D2 16X EXTERNAL DVD DRIVE | 0621P7L03083 | 1150020001 | 7/25/2012 |
| 106 | 1039563 | 138754 | LINKSYS WIRELESS ACCESS POINT | MIN00H100296 | 1150020001 | 2/8/2012 |
| 106 | 1011105 | 123398 | LP120 MICRO-PORTABLE MULTIMEDIA PROJECTOR | AJNN35200833 | 1150020001 | 1/16/2013 |
| 106 | 1000974 | 109199 | VIEWSTATION FX POLYCOM H.323 #2200-20323-001 | 82024602FB1A7 | 1150020001 | 2/28/2013 |
| 107 | 1006299 | 99095 | TYPEWRITER SWINTEC 7000 ELECTRONIC | 1300057 | 1150020001 | 6/25/2012 |

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|-------|--------------------|------------------------|--|-----------------|------------|-----------|
| 107 | 1006083 | 98560 | IBM PERSONAL WHEELWRITER 2 TYPEWRITER | 11PXT88 | 1150020001 | 6/28/2012 |
| 107 | 1006823 | 103580 | IBM PERSONAL WHEELWRITER 2 TYPEWRITER ITEM# 556076 | 11TRBZ9 | 1150020001 | 6/28/2012 |
| 107 | 1011879 | 123405 | "TOSHIBA TV/VCR/DVD COMBO 20"" 840--68-10002-7 | 94585433 | 1150020001 | 6/28/2013 |
| 107 | 1014240 | 127821 | OKIDATA 5650 FAX MACHINE | AE55051858A0 | 1150020001 | 1/28/2013 |
| 107 | 1006166 | 99251 | CANON CFXL4500 LASER FACSIMILE | ULR58639 | 1150020001 | 6/27/2012 |
| 107 | 1003864 | 50171 | IBM WHEELWRITER 5 TYPEWRITER | 80185030219 | 1150020001 | 6/28/2012 |
| 107 | 1018620 | 131408 | NAKAJIMA AE 710 TYPEWRITER | A73300534 | 1150020001 | 1/28/2013 |
| 107 | 1014332 | 126128 | DVD BURNER IOMEGA MODEL DVDRW16XU2 | EHC0214HF | 1150020001 | 6/14/2013 |
| 108 | 1003758 | 56550 | TYPEWRITER IBM SELECTRIC III | 6705114585004 | 1150020001 | 6/14/2013 |
| 108 | 1012291 | 124801 | AUDIO/VIDEO SYSTEM MOBILE VISION | 110196 | 1150020001 | 6/14/2013 |
| 108 | 1004335 | 83493 | VCR SHARP | 204960723 | 1150010001 | 5/20/2013 |
| 108 | 1015831 | 106136 | DIGITAL PATROLLER 3 IN 1 DIGITAL VIDEO SYSTEM | 103556 | 1150020001 | 6/14/2013 |
| 109 | N/A | N/A | 1 PALLET OF OLD MISC OFFICE SUPPLIES | N/A | N/A | N/A |
| 110 | N/A | N/A | 1 PALLET OF OLD BINDERS & PAPER TRAYS | N/A | N/A | N/A |
| 111 | N/A | N/A | 1 PALLET OF OLD USED BINDERS | N/A | N/A | N/A |
| 112 | 1005952 | 95608 | FAX MACHINE CANON CFX-L4500/WITH HANDSET | VLR11082 | 1150020001 | 7/16/2012 |
| 113 | N/A | N/A | 12 OLD CHAIRS | N/A | N/A | N/A |
| 114 | N/A | N/A | 2 BOXES OF OLD BIDERS & MISC ELECTRONICS | N/A | N/A | N/A |
| 115 | N/A | N/A | 2 OLD METAL CLOTHES RACKS | N/A | N/A | N/A |
| 116 | N/A | N/A | 3 OLD PLASTC DRUMS & 20 OLD BROOM HANDLES | N/A | N/A | N/A |
| 117 | N/A | N/A | 1 OLD BARREL DRUM STAND | N/A | N/A | N/A |
| 118 | N/A | N/A | 2 OLD METAL CLOTHES RACKS | N/A | N/A | N/A |
| 119 | N/A | N/A | 12 OLD CHAIRS | N/A | N/A | N/A |
| 120 | N/A | N/A | 4 BOXES OF OLD HATS & BELTS | N/A | N/A | N/A |
| 121 | N/A | N/A | 1 PALLET OF OLD MISC PC SPEAKERS | N/A | N/A | N/A |
| 122 | N/A | N/A | 2 OLD / BROKEN WHEEL CHAIRS | N/A | N/A | N/A |
| 123 | 1022171 | 138399 | BACKPACK AGGRESSOR II 10QT BLOWER | 55025935 | 1150020001 | 7/2/2012 |
| 123 | 1026623 | 139213 | PANASONIC VACUUM CLEANER | M92717511 | 1150020001 | 3/20/2012 |
| 123 | 1022170 | 138398 | BACKPACK AGGRESSOR II 10QT BLOWER | 55025942 | 1150020001 | 7/2/2012 |
| 124 | 1007430 | 109029 | FLOOR BUFFER MINUTEMAN | W4XK480878 | 1150020001 | 7/2/2012 |
| 125 | N/A | N/A | 1 OLD METAL CART | N/A | N/A | N/A |
| 126 | N/A | N/A | 1 PALLET OF OLD OUT-DATED LAW BOOKS | N/A | N/A | N/A |
| 127 | 1015262 | 130269 | BROTHER INTELLIFAX 4100 BUSINESS CLASS LASER FAX | U60Z98E6J464095 | 1150020001 | 6/28/2013 |
| 128 | 1006492 | 101317 | 13" DAEWOO TV/VCR COMBO WITH REMOTE | GT9ZDA0162 | 1150020001 | 3/17/2011 |
| 128 | 1010348 | 11760 | TV 27 INCH SCREEN RCA | E102C802F | 1150020001 | 6/9/2013 |
| 128 | 1017178 | 13131 | SHREDDER FELLOWES PS-60 | N/A | 1150020001 | 4/23/2007 |
| 129 | N/A | N/A | 1 PALLET OF OLD ROTARY PHONES | N/A | N/A | N/A |
| 130 | N/A | N/A | 12 USED ITRONIX TABLET PC'S | N/A | N/A | N/A |
| 131 | N/A | N/A | 1 PALLET OF OLD BINDERS | N/A | N/A | N/A |
| 132 | N/A | N/A | 1 PALET OF OLD BINDERS | N/A | N/A | N/A |
| 133 | N/A | N/A | 1 PALLET OF OLD / USED LAPTOP BAGS | N/A | N/A | N/A |
| 134 | 1005725 | 93590 | "TV W/REMOTE 20"" SAMSUNG #TXD1972 | 3CDJ6134374 | 1150020001 | 7/11/2013 |
| 134 | 1006633 | 101747 | "TV/VCR 20"" PANASONIC #PVC2060 | HOAA22741 | 1150020001 | 7/11/2013 |
| 134 | 1004808 | 98703 | "TV ZENITH 19"" | 32155177032 | 1150020001 | 7/11/2013 |
| 134 | 1011046 | 120598 | "COMBINATION VCR/TV 20"" PANASONIC #PVC2063 | J31A70954 | 1150020001 | 7/11/2013 |
| 134 | 1005355 | 89621 | "TV 20"" ZENITH CABLE | 32125110159 | 1150020001 | 7/11/2013 |
| 135 | N/A | N/A | 4 OLD INDUSTRIAL LIGHTS | N/A | N/A | N/A |
| 136 | 1007918 | 109595 | TELEVISION 20 INCH PANASONIC CT20D11 | MF21500161 | 1150020001 | 4/18/2013 |
| 136 | 1004430 | 75925 | SONY VIDEO 8 W/ MONITOR | 2006280 | 1150020001 | 5/26/2011 |
| 136 | 1005403 | 91895 | TV PHILLIPS 20 INCH | 69554325 | 1150020001 | 5/26/2011 |
| 136 | 1039195 | 121495 | AVID MOJO DIGITAL CONVERTER | YQX532375 | 1150020001 | 5/27/2011 |
| 136 | 1006048 | 95074 | ALCOMONITOR CC W/SLIP PRINTER | 2124 | 1150020001 | 5/15/2010 |
| 137 | 1003925 | 89712 | VECTOR SCOPE TEKTRONICS 1720 | B028761 | 1150020001 | 5/26/2011 |
| 137 | 1027685 | 145455 | PRINTER THERMAL FOR DVD/CD TEAC P-11 | TE20683 | 1150020001 | 4/18/2013 |
| 137 | 1006004 | 97469 | SCAN CONVERTER PC OR MAC TO NTSC VIDEO TVONE | 2222600010908 | 1150020001 | 5/26/2011 |
| 137 | 1022702 | 158242 | VIDEO CONVERTER TV ONE C2-2105A | 2237157000265 | 1150020001 | 5/26/2011 |
| 137 | 1011058 | 121847 | MICROPHONE WIRELESS LAVALIER AUDIO TECHNICA | 3470042 | 1150020001 | 4/18/2013 |
| 137 | 1011059 | 121844 | MICROPHONE WIRELESS LAVALIER AUDIO TECHNICA | 3370125 | 1150020001 | 4/18/2013 |
| 137 | 1005290 | 89443 | TRANSCRIBER SONY BM-147 | 520577 | 1150020001 | 4/18/2013 |
| 137 | 1011063 | 121850 | TRANSMITTER WIRELESS LAVALIER AUDIO TECHNICA | 3370125 | 1150020001 | 4/18/2013 |
| 137 | 1011064 | 121848 | TRANSMITTER WIRELESS LAVALIER AUDIO TECHNICA | 3520006 | 1150020001 | 5/27/2011 |
| 137 | 1011060 | 121845 | MICROPHONE WIRELESS LAVALIER AUDIO TECHNICA | 3520006 | 1150020001 | 5/27/2011 |
| 137 | 1022765 | 158200 | MICROPHONE SYSTEM WIRELESS AUDIO-TECHNICA ATW-1821 | 7400049 | 1150020001 | 4/18/2013 |
| 137 | 1022773 | 158238 | MICROPHONE SYSTEM HAND HELD TRANSMITTER | 7130048 | 1150020001 | 4/18/2013 |
| 137 | 1011062 | 121852 | TRANSMITTER WIRELESS LAVALIER AUDIO TECHNICA | 3470042 | 1150020001 | 4/18/2013 |
| 137 | 1004626 | 56134 | TAPE DEGAUSSER AUDIOLA | 40490 | 1150020001 | 5/26/2011 |
| 137 | 1017040 | 157711 | ECHO LAB CRYSTAL VISION BLACKBURST GENERATOR | | 1150020001 | 4/18/2013 |
| 137 | 1039209 | 127511 | SONY DX-F51 WIDE SCREEN VIEW FINDER | 110874 | 1150020001 | 5/27/2011 |
| 137 | 1039211 | 127509 | SONY DX-F51 WIDE SCREEN VIEW FINDER | 111039 | 1150020001 | 5/27/2011 |
| 138 | N/A | N/A | 1 OLD WOODEN KEY BOX & 1 OLD CAR SEAT | N/A | N/A | N/A |
| 139 | 1028063 | 145613 | BROTHER INTELLIFAX 2820 LASER FAX | V61325AQN305371 | 1150020001 | 3/25/2013 |
| 140 | 1009635 | 110980 | RADIO MOBILE ASTROPECTRAW 4 DIG 128M 35W | 526CDL0965 | 1150010001 | 2/3/2012 |
| 140 | 1009742 | 111087 | RADIO MOBILE ASTROPECTRAW 4 DIG 128M 35W | 526CDL0851 | 1150020001 | 6/14/2013 |
| 140 | 1011774 | 121679 | RADIO MOBILE ASTROSPECTRA MOTOROLA | 526CEG0604 | 1150010001 | 2/3/2012 |

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|-------|--------------------|------------------------|--|---------------------|------------|-----------|
| 140 | 1026128 | 145042 | ARBITRATOR KIT MK1.5 VPU W/SOFTWARE PANASONIC | E7TA10453 | 1150010001 | 4/24/2012 |
| 140 | 1009277 | 111282 | RADIO MOBILE ASTROSPECTRAW 4 DIG 128M 35W MOTOROLA | 526CDL1044 | 1150010001 | 2/3/2012 |
| 140 | 1026092 | 145003 | ARBITRATOR KIT MK1.5 VPU W/SOFTWARE PANASONIC | C9TA10528 | 1150010001 | 4/24/2012 |
| 140 | 1009362 | 111208 | RADIO MOTORCYCLE SPECTRA W4 DIG 128M 15W MOTOROLA | 526CEE0011 | 1150020001 | 6/14/2013 |
| 140 | 1009643 | 110988 | RADIO MOBILE ASTROPECTRAW 4 DIG 128M 35W | 526CDL0936 | 1150010001 | 2/3/2012 |
| 140 | 1009337 | 111116 | RADIO MOBILE ASTROSPECTRAW 4 DIG 128M 35 W MOTOROL | 526CDJ1401 | 1150010001 | 2/3/2012 |
| 140 | 1009636 | 110981 | RADIO MOBILE ASTROPECTRAW 4 DIG 128M 35W | 526CDL0967 | 1150010001 | 2/3/2012 |
| 140 | 1026105 | 145018 | ARBITRATOR KIT MK1.5 VPU W/SOFTWARE PANASONIC | C9TA10307 | 1150010001 | 4/24/2012 |
| 140 | 1009709 | 111054 | RADIO MOBILE ASTROPECTRAW 4 DIG 128M 35W | 526CDL0894 | 1150010001 | 2/3/2012 |
| 140 | 1009761 | 111106 | RADIO MOBILE ASTROSPECTRAW 4 DIG 128M 35W | 526CDL0847 | 1150020001 | 6/14/2013 |
| 140 | 1009608 | 110953 | RADIO MOBILE ASTROPECTRAW 4 DIG 128M 35W | 526CDL0878 | 1150010001 | 2/3/2012 |
| 140 | 1009734 | 111079 | RADIO MOBILE ASTROPECTRAW 4 DIG 128M 35W | 526CDL0912 | 1150010001 | 2/3/2012 |
| 140 | 1026835 | 146173 | ARBITRATOR KIT MK1.5 VPU W/SOFTWARE (ARBTR-KIT-SI) | C9TA10111 | 1150010001 | 4/24/2012 |
| 140 | 1009764 | 111109 | RADIO MOBILE ASTROPECTRAW 4 DIG 128M 35W | 526CDL0916 | 1150010001 | 2/3/2012 |
| 140 | 1009726 | 111071 | RADIO MOBILE ASTROPECTRAW 4 DIG 128M 35W | 526CDL0907 | 1150010001 | 2/3/2012 |
| 140 | 1009347 | 111193 | RADIO MOTORCYCLE SPECTRA W4 DIG 128M 15W MOTOROLA | 526CEE0007 | 1150010001 | 2/3/2012 |
| 140 | 1008833 | 110798 | RADIO CONTROL STATION MOTOROLA SPECTRA 128M 35W | 494CCY1062 | 1150010001 | 2/3/2012 |
| 140 | 1010420 | 111659 | RADIO MOBILE BASIC DIGITA2500 II 160M 15W | 526CEC1522 | 1150010001 | 2/3/2012 |
| 140 | 1009623 | 110968 | RADIO MOBILE ASTROPECTRAW 4 DIG 128M 35W | 526CDL0956 | 1150010001 | 2/3/2012 |
| 140 | 1009679 | 111024 | RADIO MOBILE ASTROPECTRAW 4 DIG 128M 35W | 526CDL0817 | 1150010001 | 2/3/2012 |
| 140 | 1009683 | 111028 | RADIO MOBILE ASTROPECTRAW 4 DIG 128M 35W | 526CDL0807 | 1150010001 | 2/3/2012 |
| 140 | 1026120 | 145034 | ARBITRATOR KIT MK1.5 VPU W/SOFTWARE PANASONIC | C9TA10525 | 1150010001 | 4/24/2012 |
| 140 | 1009756 | 111101 | RADIO MOBILE ASTROPECTRAW 4 DIG 128M 35W | 526CDL0918 | 1150010001 | 2/3/2012 |
| 140 | 1009316 | 111183 | RADIO MOBILE ASTROSPECTRAW 4 DIG 128M 35 W MOTOROL | 526CDL1071 | 1150010001 | 2/3/2012 |
| 140 | 1009746 | 111091 | RADIO MOBILE ASTROPECTRAW 4 DIG 128M 35W | 526CDL0922 | 1150010001 | 2/3/2012 |
| 140 | 1009675 | 111020 | RADIO MOBILE ASTROPECTRAW 4 DIG 128M 35W | 526CDL0814 | 1150010001 | 2/3/2012 |
| 141 | N/A | N/A | 2 OLD ROLLING CARTS & 1 OLD CARPET | N/A | N/A | N/A |
| 142 | N/A | N/A | 12 USED ITRONIX TABLET PC'S | N/A | N/A | N/A |
| 143 | N/A | N/A | 1 PALLET OF OLD / BROKEN FOLDING TABLES | N/A | N/A | N/A |
| 144 | N/A | N/A | 1 PALLET OF OLD / USED SURGE PROTECTORS | N/A | N/A | N/A |
| 145 | 1018768 | 131457 | BROTHER INTELLIFAX 2820 LASER FAX MACHINE ITEM# | U61325F7N133985 | 1150020001 | 4/25/2013 |
| 145 | 1022928 | 138876 | SCANNER FUJITSU FI-#4340C | 807837 | 1150020001 | 2/28/2013 |
| 145 | 1017631 | 131954 | CLEAR ONE - PSR1212 - DIGITAL MATRIX MIXER | 15660707 | 1150020001 | 2/28/2013 |
| 145 | 1004964 | 78449 | TYPEWRITER IBM WHEELRIGHT | 11NW140 | 1150020001 | 4/11/2013 |
| 146 | 1006301 | 99910 | "TELEVISION 20"" RCA #F19253BC 840-60-25100-0 | 2245221379 | 1150020001 | 7/11/2013 |
| 146 | 1010015 | 120531 | "COMBINATION VCR/TV 20"" PANASONIC #PVC2063 | H3IA71059 | 1150020001 | 7/11/2013 |
| 146 | 1004971 | 89571 | TV/VCR/ COLOR MAGNAVOX | 35588128 | 1150020001 | 7/11/2013 |
| 146 | 1007444 | 105709 | "TELEVISION MAGNAVOX 19"" #MT1905B | 71302013 | 1150020001 | 7/11/2013 |
| 146 | 1004400 | 68371 | "TV SHARP 20"" 19TB30 | 527484 | 1150020001 | 7/11/2013 |
| 147 | 1004806 | 89565 | "TV ZENITH 19"" | V28411071 | 1150020001 | 7/11/2013 |
| 147 | 1003744 | 89599 | TV ZENITH 19 | 32216130008 | 1150020001 | 7/11/2013 |
| 147 | 1006634 | 101748 | "TV/VCR 20"" PANASONIC #PVC2060 | IOAA20055 | 1150020001 | 7/11/2013 |
| 147 | 1006302 | 99911 | "TELEVISION 20"" RCA #F19253BC 840-60-25100-0 | 2245221376 | 1150020001 | 7/11/2013 |
| 147 | 1004398 | 64176 | VCR SHARP | 1317414 | 1150020001 | 7/11/2013 |
| 147 | 1004759 | 89615 | "TV COLOR TOSHIBA 20"" | 23441098 | 1150020001 | 7/11/2013 |
| 148 | N/A | N/A | 2 OLD WOODEN BENCHES | N/A | N/A | N/A |
| 149 | 1007641 | 98064 | CISCO SWITCH | FHK0627Z0YC | 1150020001 | 6/15/2012 |
| 149 | 1007133 | 103411 | VIDEO SYSTEM TROPHYVIEW #TV-24 B/W | 613435990 | 1150020001 | 7/11/2013 |
| 150 | N/A | N/A | 1 PALLET OF OLD BINDERS | N/A | N/A | N/A |
| 151 | N/A | N/A | 1 OLD WOODEN DOUBLE SIDED ROLLING CART | N/A | N/A | N/A |
| 152 | 1004622 | 89845 | STRAND LIGHTING CD80 | 12265 | 1150020001 | 4/18/2013 |
| 152 | 1004623 | 89846 | STRAND LIGHTING CD80 | 12275 | 1150020001 | 4/18/2013 |
| 153 | 1004799 | 99685 | TV/VCR SHARP | 519555 | 1150020001 | 6/14/2013 |
| 153 | 1023302 | 141267 | SCANNER/XEROX/DOCUMATE 262/COLOR/DUPLEXSCAN | 734TW1078N5M1300215 | 1150020001 | 3/7/2012 |
| 154 | 1006545 | 101726 | "PANASONIC 25"" TV/VCR | JOAA24272 | 1150020001 | 7/11/2013 |
| 154 | 1003863 | 50119 | IBM WHEELWRITER 3 TYPEWRITER | 13567000549802 | 1150020001 | 6/28/2012 |
| 154 | 1006329 | 99919 | FACSIMILE TRANSCIEVER MURATEC F-150 | D853509009070 | 1150020001 | 7/11/2013 |
| 155 | N/A | N/A | 2 OLD PLASTIC FOLDING TABLES | N/A | N/A | N/A |
| 156 | N/A | N/A | 1 OLD PLASTIC ROLLING CART | N/A | N/A | N/A |
| 157 | N/A | N/A | 1 OLD DESK & 1 PALET OF MISC MODULAR FURNITURE | N/A | N/A | N/A |
| 158 | N/A | N/A | 3 PALLETS OF OLD MISC MODULAR FURNITUTRE | N/A | N/A | N/A |
| 159 | N/A | N/A | 2 PALLETS OF OLD MISC MODULAR FURNITURE | N/A | N/A | N/A |
| 160 | N/A | N/A | 2 PALLETS OF OLD MISC MODULAR FURNITURE | N/A | N/A | N/A |
| 161 | N/A | N/A | 1 OLD DESK & 1 OLD WOODEN ROLLING CART | N/A | N/A | N/A |
| 162 | N/A | N/A | 3 OLD DESKS & 1 OLD TABLE | N/A | N/A | N/A |
| 163 | N/A | N/A | 4 OLD DESKS | N/A | N/A | N/A |
| 164 | N/A | N/A | 5 OLD DESKS | N/A | N/A | N/A |
| 165 | N/A | N/A | 4 OLD DESKS | N/A | N/A | N/A |
| 166 | N/A | N/A | 5 OLD DESKS | N/A | N/A | N/A |
| 167 | N/A | N/A | 2 OLD WOODEN RACKS | N/A | N/A | N/A |
| 168 | N/A | N/A | 2 OLD WOODEN RACKS | N/A | N/A | N/A |
| 169 | N/A | N/A | 4 OLD WOODEN CABINETS | N/A | N/A | N/A |
| 170 | N/A | N/A | 50 OLD CHAIRS | N/A | N/A | N/A |
| 171 | N/A | N/A | 1 BOX OF OLD / USED AUTO PARTS | N/A | N/A | N/A |

Gaston Sheehan Auction

Created 01-23-14 at 4:13 pm

| LOT # | Asset Number (SAP) | Inventory number (TAG) | Asset description | Serial Number | Resp. CC | Inv.date |
|-------|--------------------|------------------------|---|---------------|------------|------------|
| 172 | N/A | N/A | 1 OLD TOOLBOX | N/A | N/A | N/A |
| 173 | N/A | N/A | 1 OLD TOOLBOX | N/A | N/A | N/A |
| 174 | N/A | N/A | 1 OLD TOOLBOX | N/A | N/A | N/A |
| 175 | N/A | N/A | 1 OLD TOOLBOX | N/A | N/A | N/A |
| 176 | N/A | N/A | 1 OLD TOOLBOX | N/A | N/A | N/A |
| 177 | N/A | N/A | 1 OLD TOOLBOX | N/A | N/A | N/A |
| 178 | N/A | N/A | 1 OLD TOOLBOX | N/A | N/A | N/A |
| 179 | N/A | N/A | 1 OLD COUCH & LOVE SEAT | N/A | N/A | N/A |
| 180 | 1007698 | 11666 | LAWN TRACTOR KUBOTA RCK54TG | 20283 | 1150020001 | 6/9/2013 |
| 181 | N/A | N/A | 1 OLD GARDEN TILLER | N/A | N/A | N/A |
| 182 | N/A | N/A | 150 OLD CHAIRS | N/A | N/A | N/A |
| 183 | 1013662 | 127341 | CAMERA OLYMPUS DIGITAL | 728231457 | 1150010001 | 1/2/2013 |
| 183 | 1011849 | 124323 | SONY ICD-P28 DIGITAL RECORDER | 149156 | 1150020001 | 6/14/2013 |
| 183 | 1021184 | 157963 | CAMERAS CANON A580 DIGITAL CAMERA | 6222028196 | 1150020001 | 10/27/2011 |
| 183 | 1014388 | 152432 | CAMERAS CANON A410 DIGITAL CAMERA | 1226229915 | 1150020001 | 3/9/2011 |
| 183 | 1014432 | 152483 | CAMERAS CANON A410 DIGITAL CAMERA | 1226220417 | 1150020001 | 3/7/2011 |
| 184 | 1015659 | 127979 | CANON EOS REBEL XT DIGITAL CAMERA | 2320703014 | 1150020001 | 4/11/2013 |
| 184 | 1032875 | 169165 | CANNON POWERSHOT A800 CAMERA | 292061001109 | 1150020001 | 4/2/2012 |
| 184 | 1018139 | 157746 | KODAK C763 DIGITAL CAMERA | KCGHB72210625 | 1150010001 | 1/2/2013 |
| 184 | 1014444 | 152496 | CAMERAS CANON A410 DIGITAL CAMERA | 1226220159 | 1150020001 | 5/10/2012 |
| 184 | 1021174 | 157951 | CAMERAS CANON A580 DIGITAL CAMERA | 6222027667 | 1150020001 | 3/25/2011 |
| 184 | 1014409 | 152454 | CAMERAS CANON A410 DIGITAL CAMERA | 1226220908 | 1150020001 | 8/12/2011 |
| 184 | 1015346 | 152333 | CAMERA CANON A430 DIGITAL | 2626013288 | 1150020001 | 11/4/2011 |
| 185 | 1013832 | 127644 | VISIONEER STROBE XP100 SCANNER ITEM 150373 | 50801651 | 1150020001 | 4/13/2011 |
| 185 | 1012183 | 123243 | DIGITAL CAMCORDERS/DIGITAL VIDEO SONY | 447264 | 1150020001 | 4/11/2013 |
| 185 | 1011089 | 123400 | HP EXTERNAL JET DIRECT BOX 300 | SG431A74D6 | 1150020001 | 7/9/2012 |
| 185 | 1026072 | 158588 | CANON EOS REBEL CAMERA | 1870542306 | 1150020001 | 3/21/2012 |
| 185 | 1018588 | 130470 | CANON EOS REBEL XTI CAMERA | 1020513146 | 1150020001 | 4/11/2013 |
| 185 | 1032037 | 169121 | FUJI IP-10 DIGITAL PASSPORT CAMERA | 9UF28174 | 1150010001 | 7/6/2012 |
| 186 | 1014261 | 127972 | CANON EOS DIGITAL REBEL XT SLR 8-MP | 1320714271 | 1150020001 | 4/11/2013 |
| 186 | 1018589 | 130471 | CANON EOS REBEL XTI CAMERA | 1020513145 | 1150020001 | 4/11/2013 |
| 186 | 1018591 | 130472 | SONY HDR-HC5 HD CAMCORDER | 1335444 | 1150020001 | 3/21/2012 |
| 186 | 1018592 | 130473 | SONY HDR-HC5 HD CAMCORDER | 1335437 | 1150020001 | 4/11/2013 |
| 186 | 1015658 | 127977 | CANON EOS REBEL XT DIGITAL CAMERA | 2030703293 | 1150020001 | 4/11/2013 |
| 187 | 1014476 | 152023 | SONY CYBER-SHOT DSC-S600 6.0 MEGAPIXEL | 6500838 | 1150010001 | 12/13/2013 |
| 187 | 1021419 | 157983 | DIGITAL CAMERA KODAK | KCGHA74932017 | 1150010001 | 12/13/2013 |
| 187 | 1009116 | 120891 | SCANNER ALPHA/NUMERIC DOLPHIN | DP107526 | 1150010001 | 11/6/2013 |
| 187 | 1006940 | 102849 | CANON 9000L LASER FACSIMILE 33.6 MODEM SPEED DUAL | UYS51024 | 1150020001 | 6/9/2013 |
| 188 | 1025227 | 158471 | PDA HP IPAQ 110 CLASSIC HANDHELD | 3CC91704RH | 1150010001 | 7/9/2012 |
| 188 | 1025228 | 158472 | PDA HP IPAQ 110 CLASSIC HANDHELD | 3CC91704T9 | 1150010001 | 7/9/2012 |
| 188 | 1025229 | 158473 | PDA HP IPAQ 110 CLASSIC HANDHELD | 3CC91704S8 | 1150010001 | 7/9/2012 |
| 188 | 1025230 | 158474 | PDA HP IPAQ 110 CLASSIC HANDHELD | 3CC917050Y | 1150010001 | 5/6/2013 |
| 188 | 1025226 | 158470 | PDA HP IPAQ 110 CLASSIC HANDHELD | 3CC91704RD | 1150010001 | 5/6/2013 |
| 188 | 1027695 | 145275 | "MOWER PUSH 21" SNAPPER | 2013576029 | 1150020001 | 3/15/2011 |
| 188 | 1042261 | 164822 | SNAPPER MOWER | 2016117845 | 1150020001 | 7/24/2013 |
| 188 | 1029826 | 139262 | WEEDEATER ECHO SRM-265T 59CC HIGH TORQUE | S79812032863 | 1150020001 | 3/15/2011 |
| 188 | 1029829 | 139265 | PUSH LAWN MOWER SNAPPER 7HP | 2014505306 | 1150020001 | 6/14/2013 |
| 188 | 1029832 | 139268 | PUSH LAWN MOWER SNAPPER 7HP | 2014233306 | 1150020001 | 6/14/2013 |
| 188 | 1030628 | 165168 | "LAWN MOWER TORO PART #SNE217020B 21" PUSH 7HP | 2014505232 | 1150020001 | 2/13/2012 |
| 189 | N/A | N/A | 1 OLD RECIPROCATION & HAND SAWS | N/A | N/A | N/A |
| 190 | N/A | N/A | 1 OLD HAND DRILL | N/A | N/A | N/A |
| 191 | N/A | N/A | 1 OLD CRAFTSMAN TOOL SET | N/A | N/A | N/A |
| 192 | N/A | N/A | 1 OLD RECIPROCATION SAW | N/A | N/A | N/A |
| 193 | N/A | N/A | 1 OLD BOSCH CIR CIRCULAR SAW | N/A | N/A | N/A |
| 194 | N/A | N/A | 1 OLD SKILSAW CIRCULAR SAW | N/A | N/A | N/A |
| 195 | N/A | N/A | 1 OLD BEER KEG | N/A | N/A | N/A |
| 196 | N/A | N/A | 1 SPEAKER BOX W/ SPEAKERS | N/A | N/A | N/A |
| 197 | N/A | N/A | 1 OLD ROLAND KEYBOARD | N/A | N/A | N/A |
| 198 | N/A | N/A | 2 ROLLS OF MISC CABLE AND OLD BATTERY CHARGER | N/A | N/A | N/A |
| 199 | N/A | N/A | 1 HAND BAG OF MISC ELECTRONICS | N/A | N/A | N/A |
| 200 | N/A | N/A | 1 OLD / USED BAG OF GOLF CLUBS | N/A | N/A | N/A |
| 201 | N/A | N/A | 1 SCHWINN BICYCLE | N/A | N/A | N/A |
| 202 | N/A | N/A | 1 HUFFY BICYCLE | N/A | N/A | N/A |
| 203 | N/A | N/A | 1 HUFFY BICYCLE | N/A | N/A | N/A |
| 204 | N/A | N/A | 1 ROADMASTER BICYCLE | N/A | N/A | N/A |
| 205 | N/A | N/A | 1 MISC KIDS BICYCLE | N/A | N/A | N/A |



Travis County Commissioners Court Agenda Request

Meeting Date: January 28, 2014

Prepared By/Phone Number: J. Lee Perry/512-854-9724; M. Brice, CPPB, 854-9765

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve contract award for Travis County Cameron Road Improvements Project, RFQ No. Q120167-LP, to the most highly qualified firm, Jacobs Engineering Group, 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.
- TNR, with Purchasing's concurrence, requests contract approval for Professional Services Agreement contract to Jacobs Engineering Group, Inc. for the preparation of the construction documents for the Cameron Road Improvement Project located in Precinct One and Precinct Two.
- The services include development of road alignment and performing engineering and design services necessary for improving Cameron Road from a 2-lane road to a 4-lane arterial with bike lanes and sidewalks from Gregg Lane to SH 130.
- On July 24, 2012, the Court approved TNR and the Purchasing Office to commence negotiations with the most highly qualified firm Jacobs Engineering Group, Inc.
- The delay between negotiations and contract award are due to funding availability matters. Those issues have since been resolved.
- TNR and Purchasing has negotiated a scope and fee for the project and recommends awarding a Professional Services Agreement to the most highly qualified firm, Jacobs Engineering Group, Inc., in the amount of \$1,534,412.00.

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.

➤ **Contract Expenditures:** Within the last N/A months \$0.00 has been spent against this contract/requirement.

➤ **Contract-Related Information:**

Award Amount: \$1,534,412.00

Contract Type: Professional Service Agreement

Contract Period: Through Completion

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

Modification Amount:

Modification Type:

Modification Period:

➤ **Solicitation-Related Information:**

Solicitations Sent: N/A

Responses Received: N/A

HUB Information: Vendor is not a HUB

% HUB Subcontractor: 40%

➤ **Special Contract Considerations:**

- Award has been protested; interested parties have been notified.
- Award is not to the lowest bidder; interested parties have been notified.
- Comments: N/A

➤ **Funding Information:**

- Shopping Cart/Funds Reservation in SAP: 0300000599
- Funding Account(s): N/A
- Comments: N/A

Contract No. 4400001021

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
TRAVIS COUNTY
AND

JACOBS ENGINEERING GROUP, INC.

FOR
PROFESSIONAL ENGINEERING SERVICES

FOR

CAMERON ROAD IMPROVEMENTS

DRAFT

Contract No. 4400001021

PROFESSIONAL SERVICES AGREEMENT (PSA)

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Contract No. 4400001021

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Contract No. 4400001021

DRAFT PROFESSIONAL SERVICES AGREEMENT ("PSA")

STATE OF TEXAS

§

§

COUNTY OF TRAVIS

§

This Agreement (this "Agreement") is made and entered into by and between Travis County, Texas, a political subdivision of the State of Texas ("County") and JACOBS ENGINEERING GROUP, INC. ("Consultant") (each a "Party" and, collectively, the "Parties").

County desires to obtain professional engineering services for the design of CAMERON ROAD IMPROVEMENTS (the "Project");

Consultant has the professional ability and expertise to fulfill the requirements of the Project, and to counsel County in the selection and analysis of cost-effective alternatives.

In consideration of the mutual covenants and agreements set forth in this Agreement, the amount and sufficiency of which are acknowledged, County and Consultant agree as follows:

**SECTION 1
EMPLOYMENT OF THE CONSULTANT**

- 1.1 The County Executive of the Travis County Transportation and Natural Resources Department ("TNR") (the "County Executive") has designated a primary Project representative to act on behalf of County with respect to the work to be performed under this Agreement (the "County Project Manager"). The County Project Manager, in consultation with the County Executive, has the authority to interpret and define County's policies and decisions with respect to Consultant's services. The County Project Manager may designate representatives to transmit instructions and receive information. The County Project Manager will supervise the performance of Consultant's services under this Agreement. Consultant must cooperate fully with the County Project Manager in the performance of services under this Agreement.
- 1.2 County is contracting with Consultant as an independent contractor. Consultant shall perform professional engineering/architectural services as described in this Agreement. If any dispute arises under this Agreement, Consultant and the County Project Manager specifically agree to make a good faith effort to resolve the dispute directly between them. If they are unable to resolve the matter to Consultant's satisfaction, Consultant may appeal the dispute by following the procedures described in Paragraph 11.9 of this Agreement.
- 1.3 County will provide Consultant convenient access to all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relating to existing facilities and to the Project. Consultant shall make copies of needed information and promptly return all originals. The cost of such copies will be a reimbursable expense. Consultant shall return his copies of this material to County upon completion of the Project, if the County Project Manager instructs the Consultant to do so.
- 1.4 County cannot and does not warrant or guarantee the accuracy of all information that it provides to Consultant. Consultant may rely on professional sealed documents to the extent

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that the original professional would have been held liable for the information contained in those document, in accordance with industry standard practice. Information provided in record or as-built documents that is critical to the current design work should be field-verified by Consultant in accordance with his professional judgment. Consultant may rely on other Project information provided by County, such as program data or design criteria, in accordance with industry standards, unless this Agreement provides otherwise.

- 1.5 If the County Project Manager observes or otherwise becomes aware of any fault or defect in the Work Product, as defined in Section 7, the County Project Manager will give prompt written notice of the fault or defect to Consultant. Consultant shall correct any such fault or defect at no cost to County.
- 1.6 The Travis County Commissioners Court orders this Agreement for professional engineering/architectural services exempt from the County Purchasing Act pursuant to Texas Local Government Code § 262.024(4) as an item for procurement of professional services.
- 1.7 Project Management; Key Personnel. Consultant shall provide management for the Project in accordance with the Organizational Chart set forth as **Appendix B**, attached hereto and made a part hereof. Personnel included in the Organizational Chart shall be considered "Key Personnel" for purposes of this Project. Except in the event that the Key Personnel individual is no longer employed by (or otherwise under the direction and control of) Consultant, none of the Key Personnel may be withdrawn from the Project without County's prior written approval; provided, however, Consultant shall have the right to change Key Personnel if Consultant complies with the following conditions: (1) Consultant provides County with at least fifteen (15) business days prior written notice that Consultant intends to replace a Key Personnel individual; (2) the notice is accompanied by a copy of the resume of any proposed replacement Key Personnel, together with documentation demonstrating that the proposed replacement has equal or greater experience and qualifications than the original Key Personnel individual; and (3) Consultant permits County to interview the proposed replacement Key Personnel individual for the purpose of satisfying itself that the proposed replacement is acceptable. County will notify Consultant within seven (7) days of conducting the interview of any objection to the proposed replacement, and will either request additional assurances regarding the proposed replacement or require Consultant to submit the name and qualifications of another replacement Key Personnel individual. Such process will continue until Consultant proposes a replacement Key Personnel individual acceptable to County. County agrees not to unreasonably withhold such acceptance. In the event a Key Personnel individual leaves the employment of Consultant unexpectedly and without advance notice, Consultant will immediately notify County upon learning of the departure and will comply with the requirements of this section.

SECTION 2 BASIC SERVICES OF CONSULTANT

- 2.1 Consultant shall be responsible for the complete design and documentation of the work described or referenced in this Agreement, and shall prepare the Work Product, which must be acceptable to the County Project Manager. Consultant shall also serve as County's professional consultant during the Project phases to which this Agreement applies, and shall

Contract No. 4400001021

consult with and give advice to County during the performance of the Project.

2.2 Consultant shall perform the "Basic Services," which means:

2.2.1 all elements of labor, materials and equipment required for the Project, which must be rendered to the satisfaction of the County Project Manager and the Commissioners Court and in accordance with the requirements, policies, and standard practices of Travis County;

2.2.2 the detailed Scope of Services for the Project as specified in **Appendix A**, attached to and made a part of this Agreement for all purposes (the "Scope of Services");

2.2.3 all Project technical and management expertise stated in the Qualifications Statement submitted by Consultant in response to the RFQ attached to this Agreement as **Appendix C** and made a part of this Agreement for all purposes;

2.2.4 the Work Product, as defined herein, which Consultant shall submit to County for review at regular intervals, as specified in the Project Schedule to be provided by Consultant. The requirements applicable to the Project Schedule are specified in Exhibit 3.

2.3 Consultant shall use all applicable codes in performing the Basic Services for the Project. The standards, codes, specifications, or other technical, design or professional requirements that apply to this Project are the latest edition in effect on the date on which this PSA is executed, unless Consultant and County expressly agree otherwise. The applicable codes for this Project include, but are not limited to:

- a. International Building Code
- b. National Fire Code
- c. National Plumbing Code
- d. National Mechanical Code
- e. City of Austin Energy Guidelines/Codes, or applicable electric service provider's guidelines/codes
- f. Travis County Design Standards for Construction of Streets and Drainage in Subdivisions
- g. AASHTO A Policy on Geometric Design of Highways and Streets
- h. Texas Manual of Uniform Traffic Control Devices for Streets and Highways (current edition and revisions)
- i. Texas Department of Transportation Construction Manual
- j. City of Austin Drainage Criteria Manual (current version and updates)
- k. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets and Bridges, 2004
- l. National Environmental Policy Act (NEPA)
- m. Architectural Barriers, Texas Department of Licensing and Regulation
- n. Americans with Disabilities Act (ADA) Regulations
- o. Army Corps of Engineers Regulations
- p. Edwards Aquifer Regulations
- q. Texas Commission on Environmental Quality applicable regulations

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- 2.4 As part of the Basic Services, Consultant shall report to the County any suspected hazardous materials in the areas of proposed construction. Hazardous materials assessment and abatement work will be provided by County under separate contract.

SECTION 3 CONSTRUCTION COST

- 3.1 The construction cost is the total cost to County of all elements of the Project designed or specified by Consultant (the "Construction Cost").
- 3.2 The Construction Cost includes the cost, at current market rates, including a reasonable allowance for overhead and profit: (i) of labor, materials and any equipment that the Consultant has designed, specified, selected, or specially provided for Consultant; and (ii) of permitting fees and other fees and charges required by the City of Austin or other governmental authorities. The Construction Cost does not include the compensation of Consultant or other consultants.
- 3.3 Detailed estimates of the Construction Cost prepared by Consultant represent Consultant's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither Consultant nor County has control over the cost of labor, materials, or equipment; over the contractor's methods of determining bid prices; or over competitive bidding, market, or negotiating conditions.
- 3.4 Consultant may include contingencies for design, bidding, and price escalation to determine what materials, equipment, component systems, and types of construction are to be included in the Work Product, and may include in the Work Product alternate bids to adjust the Construction Cost to the fixed limit.
- 3.5 If the Bidding Phase (as described in the Scope of Services) has not commenced within one (1) month after Consultant submits the Work Product for that phase to County, Consultant shall adjust any Project budget or fixed limit of Construction Cost, if directed by County. This adjustment work will be considered an Additional Service, as defined in Section 4, if the delay was not caused by Consultant. The adjusted Project budget or fixed limit will reflect any change in the general level of prices in the construction industry between the date of submission of the Work Product and the date on which bids are sought.
- 3.6 If the Project budget or fixed limit of Construction Cost is exceeded by the lowest responsible bid, County may:
- (1) approve, in writing, an increase in the Project budget or fixed limit;
 - (2) authorize rebidding of the Project within a reasonable time;
 - (3) terminate this Agreement and abandon the Project; or
 - (4) revise the scope of the Project to reduce the Construction Cost.
- 3.7 If County chooses to proceed under clause 3.6(4), above, Consultant, without additional compensation, shall modify the documents that Consultant is responsible for preparing under the Basic Services portion of this Agreement, as necessary to comply with the fixed limit.

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- 3.8 Consultant shall estimate the total Project budget, including reimbursables, contingencies, permit fees, and agency fees. The budget may not include: (1) hazardous material testing and removal, if any is required; or (ii) any costs for furniture, fixtures and equipment, unless otherwise provided in this Agreement. As part of the Basic Services, Consultant shall report to the County any suspected occurrence of hazardous materials in the areas of proposed remodeling or other construction work. Hazardous materials abatement work will be provided by County under separate contract.

SECTION 4 COMPENSATION AND PAYMENT SCHEDULE

- 4.1 In consideration of Consultant's performance of the Basic Services, Consultant will receive the Basic Services compensation described in Exhibit 1. County will pay the Basic Services compensation in accordance with the payment schedule specified in Exhibit 1.
- 4.2 For the performance of services not specifically described in the Basic Services (the "Additional Services"), Consultant will receive the Additional Services compensation described in Exhibit 1.
- 4.3 The County Project Manager will have authority to classify Consultant's services as "Basic or "Additional" services under this Agreement. The Project Manager may make this classification in consultation with the County Executive. In the event Consultant disagrees with the classification designated by the County Project Manager (and, if applicable, the County Executive), and those individuals are unable to resolve the disagreement directly, Consultant may refer the dispute to the Purchasing Agent, who will follow the procedures described in Paragraph 11.9.

SECTION 5 PERIOD OF SERVICE

- 5.1 Consultant shall perform the professional services described herein, whether "Basic" or "Additional" services, in accordance with the Project Schedule, attached to this Agreement as Exhibit 3. Consultant shall obtain County approval for any proposed modification to the Project Schedule.
- 5.2 This Agreement will become effective on the Effective Date, as defined on the signature page of this Agreement, and will remain in full force and effect for the period required for the complete design of, construction contract award for, and construction of the Project, including warranty periods and any extensions of time as provided in this Agreement (the "Project Completion Date"), unless sooner terminated as provided for in this Agreement.
- 5.3 If the performance by Consultant or County of either Party's obligations under this Agreement is interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party to this Agreement, then that Party will be excused from such performance for a period of time that is reasonably necessary after such

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occurrence to remedy the effects of the occurrence. Upon the discovery of such an event, the Party whose performance is affected under this section shall notify the other Party, and the County Project Manager will call a special meeting to propose a program for resolution of the problem, and if necessary, to establish an estimated period of time of suspension or extension of the Project Completion Date. If Consultant makes a written request for an extension of time, the County Project Manager may grant the extension if the request is properly documented and justified by the circumstances.

SECTION 6 COORDINATION WITH COUNTY

- 6.1 The Travis County Purchasing Agent (the "Purchasing Agent") acts as County's overall contract administrator. The Purchasing Agent may designate representatives to transmit and receive information. Consultant shall not commence work until the County Project Manager has thoroughly briefed Consultant on the scope of the Project. Consultant shall not commence work on the Project until receipt of a written notice to proceed issued by the Purchasing Agent upon the recommendation of the County Executive (the "Notice to Proceed"). Consultant shall not commence work on any subsequent phase of the Project, as such phases are described in the Scope of Services, until receipt of a written Notice to Proceed, which will be issued by the County Executive. The County Executive will copy the Purchasing Agent on all Notices to Proceed issued for subsequent Project phases.
- 6.2 At the beginning of each Project phase, and before written authorization to proceed with that phase is issued, Consultant shall submit to the County Project Manager the Project Schedule, as updated and adjusted as required for each phase. In addition, Consultant shall make monthly progress reports with comparisons to the Project Schedule.
- 6.3 In addition to Consultant's obligations described in the Scope of Services pertaining to meetings, at intervals not to exceed thirty (30) days, Consultant shall arrange for and attend progress meetings with County representatives and, as applicable, representatives of any other governmental authority having jurisdiction over the Project, to explain and receive feedback on the work-in-progress.
- 6.4 Consultant shall furnish all available data and reasonable assistance necessary to comply with established application, review, and approval processes for any permits, grants, or planning advances required for the Project. Consultant shall familiarize himself, and comply, with established application, review, and approval processes as necessary to ensure that reasonable compliance will cause no delay to the Project Schedule.
- 6.5 For the duration of the Agreement term, Consultant shall be responsible for advising County whether in Consultant's judgment it is feasible to proceed with the Project given any constraints affecting the Project.
- 6.6 Consultant shall cooperate and coordinate with County's staff and other consultants and contractors as reasonable and necessary in performance of this Agreement and as required by the County Executive, the County Project Manager, and the Purchasing Agent.

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SECTION 7 WORK PRODUCT

- 7.1 The term "Work Product" means any reports, drawings, plans, specifications and any other documents created, obtained or assembled in connection with performance of this Agreement and with the services rendered in connection with the Project, including but not limited to any and all deliverables for each phase of the Project as described in the Scope of Services.
- 7.2 Consultant shall submit the Work Product for each phase of the Project on or before the dates specified in the Project Schedule. Upon receipt of the Work Product, County will check the submission for completion. A "Complete" submission means that all items listed, referenced and otherwise described in this Agreement relating to that phase of the Project have been included.
- 7.3 If the submission is Complete, County will notify Consultant and County's Technical Review Process, as defined in this Section, will begin. If the submission is incomplete, County will notify Consultant, who shall perform any professional services that are required to complete the Work Product for that phase. Consultant shall then resubmit the Work Product to County.
- 7.4 County's "Technical Review Process" means County's review of the Complete Work Product for substantial compliance with the technical specifications and requirements included in the Basic Services. If necessary, County will return the Complete Work Product to Consultant, who shall perform any professional services required for such compliance and resubmit the Complete Work Product to County.
- 7.5 The process described in paragraph 7.3 and 7.4 will be repeated until the Work Product is accepted by County. "Acceptance" means that in the County Project Manager's opinion, substantial compliance with the technical specifications and requirements has been achieved.
- 7.6 After Acceptance, Consultant shall perform any required modifications, corrections, redesigns, and additional work as requested by County and any other governmental entities having jurisdiction over the Project and as necessary to receive final approval by the County Project Manager. "Approval" means formal written recognition by County that the Work Product for that phase is Complete and that compliance with the technical specifications and requirements has been fully achieved.
- 7.7 The County Project Manager will have authority to classify Consultant's services as "Complete", "Accepted", or "Approved" under this Agreement. The Project Manager may make this classification in consultation with the County Executive. In the event Consultant disagrees with the classification designated by the County Project Manager (and, if applicable, the County Executive), and those individuals are unable to resolve the disagreement directly, Consultant may refer the dispute to the Purchasing Agent, who will follow the procedures described in Paragraph 11.9.

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SECTION 8 REVISION TO WORK PRODUCT

- 8.1 After Approval by County of the Work Product for each Project phase, Consultant shall, without additional compensation, perform any professional services required as a result of Consultant's development of the Work Product that County has found to be in error or omission. In addition, if it is necessary to revise the Work Product in order to make the Project constructible, Consultant shall do so without additional compensation. However, after Approval by County, any revisions, additions, or other modifications made at County's request for the convenience of County that require Consultant to perform extra services and incur additional expenses will entitle Consultant to additional compensation for such extra services and expenses. This compensation will be paid as Additional Services in accordance with Exhibits 1 and 2. Consultant must obtain County's written authorization for Additional Services in advance in accordance with Exhibit 1.

SECTION 9 REIMBURSABLE EXPENSES

- 9.1 "Reimbursable Expenses" means expenses in addition to the compensation for Basic Services or Additional Services specified in Exhibits 1 and 2. Reimbursable Expenses includes actual expenditures made by Consultant in the interest of the Project for the expenses listed below:
- 9.1.1 Expense of reproductions, plotting of drawings, and/or other documents for other than the in-house use of Consultant. Postage, delivery expenses, and mileage for the Work Product(s) are also allowable as Reimbursable Expenses;
- 9.1.2 Expense of review and permitting fees as required by governmental authorities having jurisdiction over the Project.
- 9.2 Unless this Agreement has been amended or modified as provided in this Agreement, the payments made for each of the above-listed categories of Reimbursable Expenses may not exceed the amount shown in Exhibit 1.
- 9.3 County will pay Reimbursable Expenses monthly upon presentation of Consultant's statement of services rendered or expenses incurred. Consultant shall submit receipts for all reimbursable expenses with each invoice. County does not reimburse for sales taxes paid by Consultant. Consultant may obtain a Tax Exempt Certificate from the Travis County Purchasing Office.

SECTION 10 SUSPENSION AND TERMINATION OF AGREEMENT

- 10.1 **SUSPENSION.** County may suspend performance of this Agreement at any time for any reason without terminating this Agreement by giving Consultant written Notice of Suspension (a "Notice of Suspension"). The "Effective Date of Suspension" will be the date on which Consultant receives the Notice of Suspension, and the Suspension Period will begin on this date. Performance may be reinstated and this Agreement resumed in full force and effect within sixty (60) days of Consultant's receipt of written notice of reinstatement

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from County. Upon the Effective Date of Suspension, Consultant shall follow the procedures described below:

10.1.1 Upon receipt of a Notice of Suspension, Consultant shall, unless the Notice otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and shall prepare a statement detailing the services performed under this Agreement prior to the Effective Date of Suspension. Consultant shall prepare copies of all completed or partially completed designs, plans, and specifications prepared under this Agreement prior to the Effective Date of Suspension, including but not limited to the Work Product, for possible delivery to County upon County's request.

10.1.2 During the Suspension Period, Consultant may submit the above-referenced statement to County for payment of the approved services actually performed under this Agreement, less previous payments.

10.2 TERMINATION FOR CONVENIENCE. County reserves the right to terminate this Agreement for reasons other than default by Consultant, including for any reason deemed by Commissioners Court to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order, by delivering to Consultant a written notice (a "Notice of Termination for Convenience"), which will take effect on the tenth day following receipt by Consultant ("Termination for Convenience"). In the event of Termination for Convenience, County and its officials, agents and representatives will not be liable for loss of any profits.

10.2.1 Upon receipt of a Notice of Termination for Convenience and prior to the effective date of termination, Consultant shall, unless the Notice of Termination for Convenience otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after receipt of a Notice of Termination for Convenience, Consultant shall submit a statement showing in detail the services performed under this Agreement prior to the effective date of termination.

10.2.2 Consultant shall deliver to County copies of all completed or partially completed designs, plans, specifications and other Work Product prepared under this Agreement prior to the effective date of termination as a precondition to any final payment due under this Agreement.

10.2.3 Upon satisfaction of the above conditions, County will pay Consultant for approved services actually performed under this Agreement prior to termination, less previous payments.

10.2.4 Consultant's failure to submit the required statement described in paragraph 10.2.1 and to comply with the above stated conditions will constitute a waiver by Consultant of any and all rights or claims to collect the fee to which Consultant may rightfully be entitled for services performed under this Agreement.

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10.3 **TERMINATION FOR DEFAULT.** Either Party may terminate this Agreement for the failure of the other Party to perform any provisions of this Agreement, through no fault of the terminating Party ("Termination for Default") by delivering written notice of termination (a "Notice of Termination for Default") to the defaulting Party. The Notice of Termination for Default shall take effect on the tenth day following receipt by the defaulting Party. In the event of Termination for Default, County and its officials, agents and representatives will not be liable for loss of any profits.

Termination by Consultant:

- 10.3.1 In the event Consultant exercises its right to terminate for default by County, within thirty (30) days after receipt by County of Consultant's Notice of Termination for Default, Consultant shall submit a statement detailing the services performed under this Agreement prior to the effective date of termination.
- 10.3.2 Consultant shall deliver to County copies of all completed or partially completed designs, plans, specifications and other Work Product prepared under this Agreement prior to the effective date of termination as a precondition to any final payment due under this Agreement.
- 10.3.3 Upon satisfaction of the above conditions, County will pay Consultant for approved services actually performed under this Agreement prior to termination, less previous payments.
- 10.3.4 Consultant's failure to submit the required statement described in paragraph 10.3.1 and to comply with the above stated conditions will constitute a waiver by Consultant of any and all rights or claims to collect the fee to which Consultant may rightfully be entitled for services performed under this Agreement.

Termination by County:

- 10.3.5 Upon receipt by Consultant of a Notice of Termination for Default and prior to the effective date of termination, Consultant shall, unless the Notice of Termination otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after receipt of a Notice of Termination for Default, Consultant shall submit a statement showing in detail the services performed under this Agreement prior to the effective date of termination.
- 10.3.6 Consultant shall deliver to County copies of all completed or partially completed designs, plans, specifications and other Work Product prepared under this Agreement prior to the effective date of termination as a precondition to any final payment due under this Agreement.
- 10.3.7 Upon satisfaction of the above conditions, County will pay Consultant for approved services actually performed under this Agreement prior to termination, less previous payments.

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10.3.8 Consultant's failure to submit the required statement described in paragraph 10.3.5 and to comply with the above stated conditions will constitute a waiver by Consultant of any and all rights or claims to collect the fee to which Consultant may rightfully be entitled for services performed under this Agreement.

10.4 All references to time in this Agreement will be measured in calendar days unless otherwise specified.

SECTION 11 CONSULTANT'S RESPONSIBILITY AND LIABILITY

11.1 Consultant covenants to undertake no task for which a professional license or certificate is required unless Consultant or someone under Consultant's direction is appropriately licensed. In the event such licensed individual's license expires, is revoked, or is canceled, Consultant shall inform County of such event within five (5) working days.

11.2 Consultant shall be responsible for conformance with applicable federal and state laws, County permitting requirements, and city ordinances currently in effect.

11.3 Acceptance and Approval of the Work Product by County will not release Consultant of any responsibility or liability for the accuracy and competency of Consultant's designs, working drawings, specifications, or other documents or work performed under this Agreement. Neither Acceptance nor Approval by County will be an assumption of responsibility or liability by County for any defect, error, or omission in the designs, working drawings, specifications, or other documents prepared by Consultant.

11.4 Notwithstanding anything in this Agreement to the contrary, Consultant shall perform all services and responsibilities required of Consultant under this Agreement using at least that standard of care that a reasonably prudent Consultant in Travis County, Texas, would use in similar circumstances. Consultant shall perform the duties set forth in this Agreement in a professional manner and nothing in this Agreement will be construed to relieve Consultant of this duty.

11.5 Upon County's request, Consultant shall immediately remove from association with the Project any employee of Consultant who, in the opinion of County, is incompetent or whose conduct becomes detrimental to the work or coordination with County.

11.6 Consultant shall place his Texas Professional Consultant's seal of endorsement on all documents and engineering data furnished to County, as required by law.

11.7 Consultant is an independent contractor under this Agreement. Neither Consultant nor any officer, agent, servant, or employee of Consultant will be classified as an employee or servant of County.

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11.8 INDEMNIFICATION. CONSULTANT AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS COUNTY AND ITS OFFICIALS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, ACTIONS, SUITS, AND LIABILITY OF ANY KIND, WHETHER MERITORIOUS OR NOT, INCLUDING, WITHOUT LIMITATION, ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING IN WHOLE OR IN PART FROM ANY NEGLIGENT ACT, NEGLIGENT ERROR, OR NEGLIGENT OMISSION OF CONSULTANT OR ANY OF CONSULTANT'S EMPLOYEES, AGENTS, REPRESENTATIVES, OR SUBCONTRACTORS ON ACCOUNT OF, ARISING OR RESULTING FROM, DIRECTLY OR INDIRECTLY, THE PERFORMANCE OF THIS AGREEMENT.

11.8.1 If any person, firm, corporation or other entity makes or brings any claim, or other action, against Consultant that relates to Consultant's performance under this Agreement, including proceedings before an administrative agency, Consultant shall give written notice to County of the following information:

- (i) the existence of the claim, or other action, within ten (10) working days after being notified of it;
- (ii) the name and address of the person, firm, corporation, or other entity that made a claim, or that instituted any type of action or proceeding;
- (iii) the alleged basis of the claim, action or proceeding;
- (iv) the court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and
- (v) the name or names of any person against whom this claim is being made.

11.8.2 Except as otherwise directed, Consultant shall furnish to County copies of all pertinent papers received by Consultant with respect to these claims or actions and all court pleadings related to the defense of these claims or actions.

11.9 CONTRACT ADMINISTRATION; UNRESOLVED DISPUTES. The Purchasing Agent acts as the County representative in the administration of this Agreement. In case of an unresolved dispute, any document, notice, or correspondence not issued by or to the Purchasing Agent, or other authorized County person, is void unless otherwise stated in this Agreement. If Consultant does not agree with any document, notice, or correspondence issued by the Purchasing Agent, or other authorized County person, relating to the unresolved dispute, Consultant must submit a written notice to the Purchasing Agent, or other authorized County person, within ten (10) calendar days after receipt of the document, notice, or correspondence, outlining the exact point of disagreement in detail. Consultant may finally appeal the decision of the Purchasing Agent, in writing, to the Travis County Commissioners Court, whose decision shall be final and binding.

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SECTION 12 OWNERSHIP OF DOCUMENTS

- 12.1 Consultant shall furnish County with Work Product as requested, whether or not it is complete at the end of the Project, or upon suspension or termination of this Agreement, as provided in this Agreement. Consultant may retain copies of the Work Product for Consultant's records.
- 12.2 The Work Product, and any other documents, including estimates, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, field notes, and data prepared by Consultant in performance of this Agreement, together with all intellectual property and proprietary rights in and to all such documents, will upon creation become the sole and exclusive property of County. Upon completion of the Project, Consultant shall deliver all such documents to County in an organized fashion. Consultant may retain a copy.
- 12.3 Any reuse by Consultant of any such documents described in paragraphs 12.1 and 12.2 without the specific and prior written consent of County will be at Consultant's sole risk and without liability or legal exposure to County.
- 12.4 Consultant will not be responsible for any use or any modifications to the documents described in paragraphs 12.1 and 12.2 made by any other entity, unless Consultant has given his specific written consent.

SECTION 13 MAINTENANCE OF AND RIGHT OF ACCESS TO RECORDS

- 13.1 Consultant agrees to maintain appropriate accounting records of costs, expenses, and payrolls of employees working on the Project, together with documentation of evaluations and study results for a period of five years after final payment for completed services and all other pending matters concerning this Agreement have been closed.
- 13.2 Consultant further agrees that County and its duly authorized representatives will have access to any and all books, documents, papers and records of Consultant that are directly pertinent to the services performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

SECTION 14 MISCELLANEOUS

- 14.1 VENUE. This Agreement is governed by and will be construed in accordance with the laws of the United States of America and the State of Texas, and all obligations under this Agreement are performable in Travis County, Texas. Venue for any dispute arising out of this Agreement will lie in the appropriate court of Travis County, Texas.
- 14.2 SEVERABILITY. If a court of competent jurisdiction rules any portion or portions of this Agreement invalid, illegal, or unenforceable in any respect, the remainder of it shall remain valid and binding.
- 14.3 EQUAL OPPORTUNITY IN EMPLOYMENT. Consultant agrees, during the performance of the

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services under this Agreement, to comply with the equal opportunity in employment provisions cited in Exhibit 4.

14.4 CERTIFICATION OF CONSULTANT. Consultant certifies that neither Consultant nor any members of Consultant's firm has:

14.4.1 Employed or retained for a commission, percentage, brokerage, contingency fee, or other consideration, any firm or person (other than a bona fide employee working solely for Consultant) to solicit or secure the services provided by this Agreement.

14.4.2 Agreed, as an expressed or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person other than in connection with carrying out the services to be performed under this Agreement.

14.4.3 Paid or agreed to pay to any firm, organization, or person (other than bona fide employees working solely for Consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the services provided under this Agreement.

Consultant agrees that County may furnish this certification to any local, state or federal governmental agencies in connection with this Agreement and with those portions of the Project involving participation of agency grant funds. Consultant agrees that this certification is subject to all applicable state and federal, criminal and civil laws.

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

The address of County for all purposes under this Agreement, unless such notice is specifically directed otherwise, is:

COUNTY: Cyd V. Grimes, C.P.M., CPPO (or successor)
Travis County Purchasing Agent
P.O. Box 1748
Austin, Texas. 78767

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

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

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The address of Consultant for all purposes under this Agreement, unless such notice is specifically directed otherwise, is:

STEPHANIE MESSERLI
PROJECT MANAGER
2705 BEE CAVES ROAD, SUITE 300
AUSTIN, TEXAS 78746

14.6 **INSURANCE.** Consultant agrees during the performance of the services under this Agreement to comply with the insurance requirements specified in Exhibit 5.

14.7 **FORFEITURE OF AGREEMENT.** Consultant shall forfeit all benefits of this Agreement and County will retain all performance by Consultant and recover all consideration, or the value of all consideration, paid to Consultant pursuant to this Agreement if:

- (i) Consultant was doing business at the time of submitting its Qualifications Statement or had done business during the 365-day period immediately prior to the date on which its Qualifications Statement was due with one or more Key Contracting Persons; or
- (ii) Consultant does business with a Key Contracting Person after the date on which the Qualifications Statement that resulted in this Agreement and prior to full performance of this Agreement.

14.7.1 "Was doing business" and "has done business" mean:

- (a) Paying or receiving in any calendar year any money valuable thing which is worth more than \$250 in the aggregate in exchange for personal services or for purchase of any property or property interest, either real or personal, either legal or equitable; or
- (b) 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:

- (c) any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the general public;
- (d) 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 Consultant in the ordinary course of its business; or

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- (e) a transaction for a financial service or insurance coverage made on behalf of Consultant if Consultant is a national or multinational corporation by an agent, employee or other representative of Consultant who does not know and is not in a position that he or she should have known about this Agreement.

14.7.2 "Key Contracting Person" means any person or business listed in listed in Attachment 1 to Exhibit 6.

14.8 PURCHASE ORDER. Consultant and its contractors, subcontractors and vendors shall provide goods and services using the purchase order method. The designated representative of the Travis County Purchasing Office will assign a purchase order number. Consultant and its contractors, subcontractors and vendors shall reference the Agreement number and the purchase order number on all invoices to the Travis County Transportation and Natural Resources Department. The terms and conditions contained elsewhere in this Agreement will prevail over different or contrary terms in any purchase order. All invoices submitted by Consultant and its contractors, subcontractors, and vendors must reference the purchase order number on the invoice. County will not pay invoices that are in excess of the amount authorized by the purchase order.

14.9 PAYMENTS. County will make payment by check or warrant upon satisfactory delivery and acceptance of items and submission of a correct and complete invoice to the address below for orders placed by the Purchasing Agent, as indicated on Purchase Orders.

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

In order to be considered "correct and complete," an invoice must include at least the following information:

- 14.9.1 name, address, and telephone number of Consultant and similar information in the event payment is to be made to a different address;
- 14.9.2 County Agreement, Purchase Order, or Delivery Order number;
- 14.9.3 identification of items or services as outlined in the Agreement;
- 14.9.4 quantity or quantities, applicable unit prices, total prices, and total amount, and
- 14.9.5 any additional payment information that may be called for by this Agreement.

Consultant shall also submit a statement with each invoice showing the percentage completion of the work to date, as well as any additional written information requested by County to document the progress of the work.

14.10 DISBURSEMENTS TO PERSONS WITH OUTSTANDING DEBTS PROHIBITED. In accordance with Section 154.045 of the Local Government Code, if notice of indebtedness has been filed with the County Auditor or County Treasurer evidencing the indebtedness of Consultant to the State, County or a salary fund, a warrant may not be drawn on a County fund in favor of Consultant, or an agent or assignee of Consultant until:

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14.10.1 the County Treasurer notifies Consultant in writing that the debt is outstanding;
and

14.10.2 the debt is paid.

14.10.3 "Debt" includes delinquent taxes, fines, fees, and indebtedness arising from
written agreements with County.

14.10.4 County may apply any funds County owes Consultant to the outstanding
balance of debt for which notice is made under section 14.10 above, if the notice
includes a statement that the amount owed by County to Consultant may be
applied to reduce the outstanding debt.

14.11 INTEREST ON OVERDUE PAYMENTS. Chapter 2251 of the Texas Government Code will
govern accrual and payment of interest on overdue payments.

14.12 PROPERTY TAXES. Notwithstanding anything to the contrary in this Agreement, if Consultant
is delinquent in the payment of property taxes at the time of providing the services rendered
under this Agreement, Consultant assigns any payments to be made for services rendered
hereunder to the Travis County Tax Assessor-Collector for the payment of the delinquent
taxes.

14.13 TAXPAYER IDENTIFICATION. Consultant 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, its rules and regulations, and a statement of
entity status in a form satisfactory to the County Auditor before any funds are payable under
this Agreement.

14.14 SUCCESSORS AND ASSIGNS. This Agreement will be binding on and inure to the benefit of
County and Consultant and their respective successors, executors, administrators, and assigns.
Neither County nor Consultant may assign, sublet, or transfer its interest in or obligations
under this Agreement without the written consent of the other party. IT IS EXPRESSLY
ACKNOWLEDGED AND AGREED THAT NO OFFICIAL, EMPLOYEE, AGENT, OR
REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO
ASSIGN THIS AGREEMENT EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE
GRANTED BY THE COMMISSIONERS COURT.

14.15 HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) PROGRAM REPORTING REQUIREMENTS.

14.15.1 HUB Program Requirements.

14.15.1.1 In consideration of award of this Agreement to Consultant, Consultant
agrees to maintain a subconsultant relationship with any HUB Subconsultants identified
on the HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION Form provided
with Consultant's Qualifications Statement and attached to this Agreement as Exhibit 7.
Consultant shall make good faith efforts to meet or exceed the HUB participation goals
in the Professional Services category for an overall 15.8% for Minority-Owned Business

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Enterprises (MBE) and an Overall 15.8% for Woman-Owned Business Enterprises (WBE). *(Sub-goals: 1.9% African-American, 9.0% Hispanic-American, 4.9% Native/Asian-American)* of the Agreement Sum. For purposes of this Agreement, all references to "HUB" mean "certified HUB." To be considered as a "certified HUB," the subconsultant must have been certified by, and hold a current and valid certification with, any of the following three agencies: (1) The State of Texas; (2) the City of Austin; or (3) the Texas Unified Certification Program. Minimum good faith efforts include, to the extent practical and consistent with standard and prudent industry practices, the following:

- (a) dividing the Work into the smallest feasible portions, to allow for maximum HUB subconsultant participation;
- (b) providing to HUBs that exhibited genuine interest in bidding on a subcontract adequate information regarding the Project (i.e. plans, specifications, scope of work, bonding and insurance requirements and a point of contact within Consultant's organization);
- (c) notifying, in writing, three or more HUBs for each scope of work, allowing no less than five working days prior to bid submission, of the planned work to be subcontracted;
- (d) providing notice of opportunities to minority or women trade organizations or development centers to assist in identifying potential HUBs by disseminating the information to their members/participants.

14.15.1.2 Consultant may go beyond the good faith efforts listed above when soliciting HUB subconsultants.

14.15.2 Subcontractor/Subconsultant Tracking Software System.

14.15.2.1 The Travis County Purchasing Office has implemented an electronic subcontracting/subconsulting reporting system (the "Subcontractor Tracking Software System" or the "System") to assist the Travis County Purchasing Office in monitoring, tracking and reporting payments to Subcontractors/subconsultants. County understands and believes, based on discussions with representatives of the System vendor and review of documentation accompanying the System, that: (i) the System provides a paperless environment in which transactions are electronically stored and routed; "Payment" and "Payment Verification" alerts are provided by e-mail and fax; (ii) the System will facilitate electronic Subcontractor/subconsultant diversity management, which in turn will improve auditing while cutting costs and shortening the audit cycle from months to hours; (iii) the System will eliminate standard forms and streamline the current manual process of tracking payments to all first-tier Subcontractors/subconsultants by performing all such tracking procedures electronically; and (iv) the System will serve as a tool to improve efficiency, accountability, data accuracy, transparency, and overall communication.

14.15.2.2 Consultant shall designate, and shall require all Subcontractors/subconsultants to designate, a liaison responsible for handling all Subcontractor Tracking Software System reporting. On a monthly basis, Consultant

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shall record and submit electronically payments made to all Subcontractors/subconsultants for work completed through the end of the previous pay period; such electronic recording and submission must be completed no later than the 15th day after such payments are made. Consultant shall contractually require all Subcontractors/subconsultants to verify payments by entering such payment data in the System no later than 10 days following the day on which Consultant enters the Subcontractor/subconsultant payment information as required in this Agreement. Consultant shall attempt to resolve any payment discrepancies or disputes in good faith. Consultant shall not receive credit towards the HUB, M/WBE and DBE participation goals until reported payments have been verified by entering the payment data into the System as described in this Agreement or by providing to County payment documentation satisfactory to County.

14.15.2.3 Consultant shall report payment information pertaining to each Subcontractor/subconsultant that includes, but is not limited to, business name, certification status, work assignment, original subcontract sum, payment number, percentage and dollars paid during the reporting period. A "Comment" field is available for entering additional information and comments and includes the ability to attach documents.

14.15.2.4 Failure by Consultant to furnish the information required of it described in this paragraph 14.15.2 may result in cancellation of the contract award and Agreement termination in accordance with the procedures set forth in this Agreement. Additionally, if County determines that Consultant is in default of these mandatory reporting requirements, County may consider such conduct against Consultant in the evaluation of future contracts between Consultant and County.

14.15.2.5 Consultant shall register, and shall contractually require all Subcontractors/subconsultants to register, with a username and password. Training on how to use the System will be provided by Travis County Purchasing Office HUB staff.

14.15.2.6 County understands and believes that the Subcontractor Tracking Software System will assist County in ensuring compliance with the County's HUB Program, and that the System will allow County staff to closely monitor Consultant and all Subcontractors/subconsultants performing work on the Project. Travis County Purchasing Office HUB staff will conduct periodic post-award compliance reviews to verify that Subcontractors/subconsultants listed by Consultant performed the work and received payment.

14.15.2.7 During the term of this Agreement, Consultant is encouraged to inform County of any problems anticipated or encountered, and of any other concerns, regarding the utilization of HUBs, M/WBEs and DBEs.

14.15.2.8 Other information tracked by the System includes increases or decreases in Subcontractor/subconsultant work assignments, percentage of HUB goal achieved, and substitutions. When substituting a Subcontractor/subconsultant, Consultant is highly encouraged to utilize HUBs, M/WBEs and DBEs. Consultant shall notify County of

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any substitutions or changes to Subcontractors/subconsultants in accordance with the procedures described in the System. Such notice shall be sent electronically to the Purchasing Agent or HUB Program Coordinator. County may request Consultant to provide evidence that it made a good faith effort to substitute another HUB, M/WBE or DBE Subcontractor/subconsultant but was unable to do so. Approval turnaround time will be within 24 – 48 hours. If Consultant has difficulty in locating HUB, M/WBE or DBE Subcontractors/subconsultants, it should contact the Travis County Purchasing Office HUB staff at (512) 854-4561 or (512) 854-4852.

14.15.2.9 County understands and believes that other notifications automatically generated by the Subcontractor Tracking Software System include the following: User Registration/Password, Contract Award Notifications, Audit Reminders, Unresponsive HUB Subcontractors, Discrepancy Notifications, HUB Subcontractor Change Requests, Payment Verifications, Vendor Information Verification Notices, Not Meeting the Goals Notification and Contract Closeout. Some notifications listed may include response deadlines.

- 14.16 FUNDING OUT. Despite anything to the contrary in this Agreement, if, during budget planning and adoption, the Commissioners Court fails to provide funding for this Agreement for the following fiscal year of Travis County, County may terminate this Agreement after giving Consultant thirty (30) days written notice that this Agreement is terminated due to the failure to fund it.
- 14.17 NON-WAIVER OF DEFAULT. No payment, act, or omission by County will constitute or be construed as a waiver of any breach or default of Consultant that then exists or that may subsequently exist. All rights of County under this Agreement are specifically reserved and any payment, act or omission will not impair or prejudice any remedy or title to County under it. Any right or remedy in this Agreement will not preclude the exercise of any other right or remedy under this Agreement or under any law, except as expressly provided in this Agreement, nor will any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.
- 14.18 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 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.
- 14.19 OFFICIALS NOT TO BENEFIT. If a member of the Commissioners Court belongs to a cooperative association, 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.

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14.20 CONSULTANT CERTIFICATIONS:

14.20.1 Consultant certifies that Consultant (i) is a duly qualified, capable and otherwise bondable business entity; (ii) is not in receivership and does not contemplate same; (iii) has not filed for bankruptcy, and is not currently delinquent with respect to payment of property taxes within Travis County; and (iv) is duly licensed in the State of Texas to perform the work described in this Agreement.

14.20.2 Consultant further represents and warrants that: (i) all applicable copyrights, patents and licenses that may exist on materials used in this Agreement have been adhered to; and (ii) County will not be liable for any infringement of those rights and any rights granted to County will apply for the duration of this Agreement. Consultant shall indemnify County and 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 patents, licenses of copyrights applicable to materials used in this Agreement.

14.21 CIVIL RIGHTS/ADA COMPLIANCE. Consultant shall provide all services and activities required in a manner that would comply with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans With Disabilities Act of 1990, Public Law 101-336 [S.933] as if Consultant were an entity bound to comply with these laws. Consultant shall not discriminate against any employee or applicant for employment based on race, religion, color, sex, national origin, age or handicapped condition.

14.22 GRATUITIES. County may terminate this Agreement if it is found that gratuities of any kind, including entertainment or gifts, were offered or given by Consultant, or any agent or representative of Consultant, to any County official or employee with a view toward securing favorable treatment with respect to this Agreement. If this Agreement is terminated by County pursuant to this provision, County will be entitled, in addition to any other rights and remedies, to recover from Consultant at least three times the cost incurred by Consultant in providing the gratuities.

14.23 MONITORING. County reserves the right to perform periodic on-site monitoring of Consultant's compliance with the terms of this Agreement and of the adequacy and timeliness of Consultant's performance under this Agreement. After each monitoring visit, County will provide Consultant with a written report of the monitor's findings. If the report notes deficiencies in Consultant's performance under the terms of this Agreement, it will include requirements and deadlines for the correction of those deficiencies by Consultant. Consultant shall take action specified in the monitoring report prior to the deadlines specified.

14.24 INCORPORATION OF EXHIBITS AND ATTACHMENTS. All of the exhibits, attachments, and appendices referred to in this Agreement are incorporated by reference as if set forth verbatim in this Agreement.

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- 14.25 **ENTIRE AGREEMENT.** This Agreement represents the entire and integrated agreement between County and Consultant and supersedes all prior negotiations, representations, or agreements, either oral or written.
- 14.26 **TEXAS PUBLIC INFORMATION ACT.** Notwithstanding any provision in this Agreement to the contrary, disclosure of any information obtained by County or any of its officials, employees, agents or representatives in connection with this Agreement will be subject to the provisions of the Texas Public Information Act and all legal authorities relating to that Act, including but not limited to opinions, decisions and letter rulings issued by the Texas Attorney's General Office.
- 14.27 **CERTIFICATION OF ELIGIBILITY.** This provision applies if the Total Agreement Sum specified in Exhibit 1 exceeds \$25,000. By submitting a Qualifications Statement in response to **RFQ# Q120167-LP**, Consultant certifies that at the time of submission, Consultant was not on the federal government's list of suspended, ineligible, or debarred contractors. If Consultant has been placed on the list between the time of submission of its Qualifications Statement and contract award, Consultant shall notify the Purchasing Agent. If Consultant fails to do so, County may terminate this Agreement for default.
- 14.28 **AMENDMENT.** The Parties may amend this Agreement only by written instrument signed by both Parties. **CONSULTANT EXPRESSLY ACKNOWLEDGES THAT NO OFFICER, AGENT, REPRESENTATIVE OR EMPLOYEE OF TRAVIS COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO MODIFY OR AMEND THE TERMS OF THIS AGREEMENT UNLESS THE COMMISSIONERS COURT HAS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY.**
- 14.29 **ENTITY STATUS.** By my signature below, I certify that Consultant is a Texas corporation, duly incorporated under Texas law and doing business in the State of Texas.

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As a duly authorized representative of Consultant, I acknowledge by my signature below that I have read and understand the above paragraphs and that Consultant has the obligation to ensure compliance with its provisions by itself and its employees, agents, and representatives.

The parties have duly executed this Agreement effective as of the later date set forth below (the "Effective Date").

CONSULTANT:

By: Kevin Cannon
Printed Name: KAVIN CANNON

Title: OPERATIONS MGR
Authorized Representative

Date: 1.10.14

The Texas Board of Professional Engineers, 1917 South IH -35 South, Austin, Texas 78741, phone: (512) 440-7723, has jurisdiction over individuals licensed under the Texas Engineering Practice Act, Chapter 1001 of the Occupations Code.

TRAVIS COUNTY, TEXAS:

By: _____
Samuel T. Biscoe
Travis County Judge

Date: _____

APPROVED AS TO PROCUREMENT COMPLIANCE:

By: _____
Cyd V. Grimes, C.P.M., CPPO
Travis County Purchasing Agent

AVAILABILITY OF FUNDS CONFIRMED:

By: _____
Nicki Riley
Travis County Auditor

APPROVED AS TO FORM:

By: _____
Assistant County Attorney

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EXHIBIT 1
COMPENSATION FOR PROFESSIONAL SERVICES AND SCHEDULE OF PAYMENTS

SECTION 1 – COMPENSATION FOR BASIC SERVICES

1.1 The fixed fee for the performance of the Basic Services will be the sum of **\$1,529,296.00**.

1.1.1 Unless the Parties have amended or modified this Agreement as provided in this Agreement, the payments for the phases described below will be:

- (i) Work Product 1 – Schematic, Public Involvement and 30% Design \$647,864.00
- Work Product 2 – 60% Complete Design Documents \$348,324.00
- Work Product 3 – 90% Complete Design Documents \$415,103.00
- Work Product 4 – 100% Bid Ready Construction Documents \$97,156.00
- Work Product 5 – Bidding Phase and Construction Support Services \$ 20,849.00

TOTAL: \$1,529,296.00

SECTION 2 - FIXED FEE

2.1 Consultant and County acknowledge the fact that the fixed fee is the total cost of the Basic Services to be rendered under this Agreement. This fixed fee is based upon the labor and non-labor costs, set forth in Exhibit 2 and described above, required in the performance of the various phases of work provided for under this Agreement.

SECTION 3 – COMPENSATION FOR ADDITIONAL SERVICES

3.1 "Additional Services" are defined as any services performed by Consultant not specifically described in the Basic Services (Section 2 of this Agreement).

3.2 For the performance of the Additional Services, County will pay Consultant under a written amendment to this Agreement; provided, however, that the performance of any Additional Services must be authorized in advance in writing by the Purchasing Agent upon the recommendation of the County Project Manager.

3.3 The basis of compensation for the services of principals and employees engaged in the performance of the Additional Services will be the hourly rates set forth in Exhibit 2.

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- 3.4. County will compensate Consultant for the Additional Services unless the work comprising the Additional Services was made necessary by Consultant's errors or omissions, in which case County will not compensate Consultant.

SECTION 4 – REIMBURSABLE EXPENSES

- 4.1 County will reimburse Consultant for non-labor expenses incurred in the performance of the Basic Services under this Agreement, at invoice cost. Detailed requirements for Reimbursable Expenses are outlined in Section 9, Reimbursable Expenses.

Non-Labor reimbursable expenses: \$5,116.00

REIMBURSABLES TOTAL NOT TO EXCEED: \$5,116.00

SECTION 5 –TOTAL AGREEMENT SUM

- 5.1 The Total Professional Services Agreement Sum, consisting of the Compensation for Basic Services fixed fee of \$1,529,296.00, plus the Not-to-Exceed Reimbursable Expenses Total specified in paragraph 4.1, above, of \$5,116.00, will not exceed \$1,534,412.00.

SECTION 6 –SCHEDULE OF PAYMENTS

- 6.1 Payments will be made on a monthly basis for work performed, as described in detail in the Scope of Services, within thirty (30) days of receipt of a correct and complete invoice, as defined in paragraph 14.10, by the [Transportation and Natural Resources Department or Facilities Management Department].

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EXHIBIT 2
HOURLY RATES

BASIC SERVICES AND ADDITIONAL SERVICES

Schedule of Rates (Hourly):

Project Director: \$215.00/hr

Project Manager: \$186.00/hr

Senior Engineer: \$186.00/hr

Project Engineer: \$145.00/hr

Design Engineer: \$129.00/hr

Engineer In Training: \$81.00/hr

CADD Technician: \$92.00/hr

Administrative Assistant: \$70.00/hr

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EXHIBIT 3
PROJECT SCHEDULE

- A. Consultant shall provide a detailed schedule of services, including a list of tasks and accompanying Work Product, to be performed for each phase described in the Scope of Services (the "Project Schedule"). At the beginning of each phase, the County Project Manager and Consultant will update and adjust the details of the Project Schedule and accompanying Work Product as may be required for each phase. The Project Schedule must allow sufficient time for the development of the Work Product in each phase to a level of quality and standard of completeness consistent with normal architectural/engineering practice. The Project Schedule must also allow sufficient time for the COUNTY's Technical Review Process.
- A.1 Consultant shall provide and maintain sufficient Project staffing levels necessary to produce the work in a timely and efficient manner consistent with the Project Schedule.
- A.2 The Project Schedule must be updated in the event that:
1. any County approval or decision is not made within the time frame specified in the Project Schedule;
 2. County makes a written request for a revision in the Work Product that is inconsistent with written approval or instructions previously given by County and due to causes beyond the reasonable control of Consultant;
 3. a force majeure event has occurred; and
 4. Consultant has not performed in accordance with the latest Project Schedule.
- A.3 If Consultant falls behind the Project Schedule by two or more weeks, then Consultant shall present the County Project Manager with a recovery plan that sets forth the remedial actions to be taken by Consultant. At its sole option, the COUNTY may withhold all or part of any payment due to Consultant until the Project Schedule is recovered.
- B. This Agreement will become effective upon the Effective Date and will remain in full force and effect until the Project Completion Date.
- C. Consultant shall complete all design work described in this Agreement, and shall submit its Work Product for all phases as described in the Scope of Services, except for Bid Phase Services, within **324 calendar days** from the date of receipt by Consultant of County's written Notice to Proceed.

Calculation of the **324 calendar days** specified in paragraph C, above, does not include any time period during which County maintains control of the Work Product or any other documents to be submitted under this Agreement for purposes that include but are not limited to performing the Technical Review Process described in Section 7 of this Agreement.

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ATTACHMENT 1 TO EXHIBIT 3

PERFORMANCE SCHEDULE

Work Product 1 – Schematic, Public Involvement and 30% Design: 110 Calendar Days

Work Product 2 – 60% Complete Design Documents: 100 Calendar Days

Work Product 3 – 90% Complete Design Documents: 72 Calendar Days

Work Product 4 – 100% Bid Ready Construction Documents: 21 Calendar Days

Work Product 5 – Bidding Phase and Construction Support Services: 21 Calendar Days

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ATTACHMENT 2 to EXHIBIT 3

UTILITY RELOCATION SERVICES

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

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responsibilities for relocation, upgrading, or protection; specifics related to costs, scheduling, sizes and types, vertical and horizontal locations; and any special construction and/or protection requirements

- v) provide documentation of correspondence and coordination efforts to TNR upon completion of assignment

V. Additional Services

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

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ATTACHMENT 3 to EXHIBIT 3

CONSTRUCTION ADMINISTRATION SERVICES

(a) Coordination and Pre-Construction Meeting Services

(i) Technical Submittals and Samples

Prepare a list of all technical submittals required by the Contractor. Distribute this list at the pre-construction meeting.

(ii) Permits

Prepare a list of all permits to be obtained by the Contractor. Distribute this list at the pre-construction meeting.

(iii) Material Testing and Inspections

Prepare recommendations for the Project construction and materials testing protocols.

(iv) Pre-construction Submittals

Provide review comments on Contractor's pre-construction submittals. Pre-construction submittals include the Contractor's construction schedule, division of contract, subcontractor list, materials supplier list, or any special submittals requested of the Contractor prior to the pre-construction meeting.

(b) Administrative Tasks

(i) Prepare draft agenda for pre-construction meeting.

(ii) Determine the Project communication, reporting, submittal approval/rejection protocol, and documentation requirements.

(iii) Conduct weekly job site meetings. Determine the format for scheduling, conducting, and recording construction meeting minutes.

(iv) Review and become knowledgeable about any required County construction administration processes.

(v) Record meeting minutes.

(vi) Maintain Project construction records consisting of all correspondence related to the construction of the Project, including but not limited to:

(A) all approved technical submittals and a technical submittal checklist;

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- (B) all approved field orders and change orders;
- (C) contract specifications and drawings;
- (D) daily log;
- (E) job meeting minutes;
- (F) clarifications drawings;
- (G) daily progress reports; and
- (H) processed pay requests.

(vii) The daily log, as a minimum, must contain information regarding weather conditions, ambient temperatures, Contractor manpower levels, subcontractor manpower levels, daily hours of inspection, travel time, conversations, work items being performed, material delivery information, and other observations.

(viii) Daily logs must be completed and include a statement as to whether or not the Contractor is behind schedule or delaying the progress of the work and, if so, the steps the Contractor should take to get back on schedule. Copies of daily logs shall be made available to the County upon request.

(ix) Maintain complete files of all Project-related documents at the Project site.

(x) Upon the completion of each calendar month, furnish the County with a typed statement summarizing the status of the work. In the event the work is behind schedule, the statement shall also delineate what efforts the Contractor must take to get back on schedule. A copy of this statement shall also be delivered to the Contractor.

(xi) After the Project has been completed, submit the Project files, along with the original daily logs, to the County.

(c) Construction Phase Services

(i) Submittals

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

(ii) Contract Modifications

For modifications required by the County to resolve design errors or omissions, the County Project Manager will coordinate with Consultant to provide the following

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services:

(A) provide recommendations to the County concerning potential changes and modifications to the Project that are encountered during construction.

(B) identify and investigate feasible alternatives, to the extent practical, and prepare necessary plans, details, etc. required to obtain firm cost and schedule impact statements from the Contractor.

(C) evaluate the Contractor's impact statements and, in conjunction with the County, negotiate costs for any contemplated changes with the Contractor.

(iii) Contractor Pay Requests

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

(iv) Interpretation of the Contract Documents

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

(v) Observation

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

(A) observe, document, and report to the County and the Contractor whether the Project is being constructed in accordance with the contract documents.

(B) observe, document, and report to the County and the Contractor whether the proper measure of unit price bid quantities is being implemented and confirm percentage completion of lump sum items.

(C) observe, document, and report to the County the progress of the Contractor and resources committed to the Project by the Contractor.

(vi) Materials Testing and Inspections

(i) Establish and administer a materials sampling and testing program to provide quality control and compliance with the construction plans and specifications. Utilizing the list of required testing developed from the construction documents, develop a testing program for the Project. The testing program must designate

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what services are to be provided by Consultant and what services are to be provided by the Contractor. Services must include, but not be limited to, soils compaction testing, concrete cylinder compression strength testing, gradation analysis, miscellaneous shop inspection, and other testing required by the construction contract documents, or as specifically requested by County. A copy of the proposed testing program shall be prepared for review by County prior to beginning work.

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

(vii) Claims

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

(viii) Contract Enforcement

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

(ix) Contract Termination

Assist County with completion of an assessment of the status of the Contractor's contract, the development of an agreement with the Contractor's surety to complete the work, and preparing and holding a pre-construction meeting with the replacement contractor.

(x) Project Acceptance and Close-out

(A) Perform substantial completion and final inspections with County and the Contractor and compile and distribute related punchlist items requiring correction.

(B) Compile and review for completeness all Operation and Maintenance Manuals to be submitted by the Contractor and inform Contractor of any deficiencies.

(C) Review and comment on final pay request and supporting close-out documents, and provide recommendation for approval or rejection to County.

(D) Upon Project completion, obtain the original drawings, incorporate all as-built

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conditions on the original drawings and provide copies to County at Project close-out.

(D) Post Construction Services

(i) Meet with County upon request during the warranty period to investigate problems with materials, equipment, and/or workmanship that may arise. Determine whether or not such problems are warranty issues or design issues and recommend solutions.

(ii) Coordinate and attend with County a final warranty inspection no less than sixty days prior to expiration of Contractor warranty period. Develop list of deficiencies, if any, and determine if deficiencies are caused by inferior workmanship, equipment, and/or materials or by other reasons. Provide recommendations for resolving each deficiency. Complete a follow-up inspection with County to determine whether deficiencies have been corrected by the Contractor prior to expiration of the warranty period.

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EXHIBIT 4
EQUAL OPPORTUNITY IN EMPLOYMENT

- A. Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action must include, but not be limited to, the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- B. Consultant shall, in all solicitations or advertisements for employees placed by or on behalf of Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. Consultant shall send to the labor union representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or worker's representatives of Consultant's obligations under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. Consultant shall comply with the regulations of the United States Department of Transportation (49 CFR 21 and 23 CFR §710.405) and all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations and relevant orders of the Secretary of Labor, including 41 CFR Part 60.
- E. Consultant shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto; and shall permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of Consultant's non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and Consultant may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. Consultant shall include the provisions of paragraphs (A.) through (F.) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 or Executive Order 11246 of September 24, 1965, as amended, so that such provisions shall be binding upon each subcontractor or vendor. Consultant shall take such action with respect to any subcontractor purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for non-compliance;

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provided, however, that in the event Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by County or federal agency, Consultant may request County and United States to enter into such litigation to protect the interests of the United States.

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EXHIBIT 5

INSURANCE REQUIREMENTS

During the life of this Agreement, Consultant agrees to provide and maintain the following insurance:

- A. Worker's Compensation in accordance with statutory requirements.
- B. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$400,000 per occurrence and \$1,000,000 in the aggregate, including coverage on the same for independent subcontractor(s). TRAVIS COUNTY MUST BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.
- C. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$400,000 per occurrence and \$1,000,000 in the aggregate. Consultant shall require any subcontractor(s) to provide Automobile Liability Insurance in the same minimum amounts.
- D. Professional Liability Errors and Omissions Insurance in the amount of \$1,000,000.

Consultant shall not commence any field work under this Agreement until Consultant has obtained all required insurance and such insurance has been approved by County. CONSULTANT shall not allow any subcontractor(s) to commence work to be performed in connection with this Agreement until all required insurance has been obtained. Approval of the insurance by COUNTY shall not relieve or decrease the liability of Consultant under this Agreement.

The required insurance must be written by a company approved to do business in the State of Texas at the time the policy is issued. Consultant shall furnish County with a certification of coverage issued by the insurer. The insurance company will be subject to County's approval. Consultant must not cause any insurance to be canceled or permit any insurance to lapse. ALL INSURANCE CERTIFICATES MUST INCLUDE A CLAUSE TO THE EFFECT THAT THE POLICY WILL NOT BE CANCELED OR REDUCED, RESTRICTED OR LIMITED UNTIL THIRTY (30) DAYS AFTER COUNTY HAS RECEIVED WRITTEN NOTICE AS EVIDENCED BY RETURN RECEIPT OF REGISTERED OR CERTIFIED LETTER.

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EXHIBIT 6

STATE OF TEXAS }
COUNTY OF TRAVIS }

ETHICS AFFIDAVIT

Date: 1.13.14
Name of Affiant: KEVIN CONNER
Title of Affiant: OPERATIONS MGR
Business Name of CONSULTANT: JACOBS ENGINEERING GRP., INC.
County of CONSULTANT: TRAVIS

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by CONSULTANT to make this affidavit for CONSULTANT.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language.
4. CONSULTANT has received the list of Key Contracting Persons associated with this Agreement, which is attached to this affidavit as Attachment 1.
5. Affiant has personally read Attachment 1 to this Affidavit.
6. Affiant has no knowledge of any Key Contracting Person on Attachment 1 with whom CONSULTANT is doing business or has done business during the 365-day period immediately before the date of this affidavit.

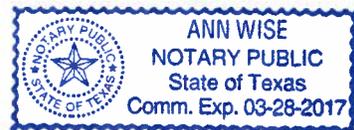
Kevin Conner
Signature of Affiant

2705 BEE CAVE ROAD, STE 300, AUSTIN 78746
Address

SUBSCRIBED AND SWORN TO before me by Kevin Conner on 1/13, 2014.

Notary Public, State of Texas

Ann Wise
Typed or printed name of notary
My commission expires: 3/28/2017



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EXHIBIT 6, ATTACHMENT 1
LIST OF KEY CONTRACTING PERSONS
October 9, 2013

| CURRENT Position Held | Name of Individual Holding Office/Position | Name of Business Individual is Associated |
|---|---|--|
| County Judge | Samuel T. Biscoe | |
| County Judge (Spouse) | Donalyn Thompson-Biscoe | |
| Executive Assistant | Cheryl Brown | |
| Executive Assistant | Melissa Velasquez | |
| Executive Assistant | Josie Z. Zavala | |
| Executive Assistant | David Salazar* | |
| Commissioner, Precinct 1 | Ron Davis | |
| Commissioner, Precinct 1 (Spouse) | Annie Davis | Seton Hospital |
| Executive Assistant | Deone Wilhite | |
| Executive Assistant | Felicitas Chavez | |
| Commissioner, Precinct 2 | Bruce Todd* | |
| Commissioner, Precinct 2 (Spouse) | Elizabeth Christian | Consultant |
| Executive Assistant | Sara Krause* | |
| Executive Assistant | Joe Hon | |
| Executive Assistant | Peter Einhorn | |
| Commissioner, Precinct 3 | Gerald Daugherty* | |
| Commissioner, Precinct 3 (Spouse) | Charyl Daugherty | Consultant |
| Executive Assistant | Bob Moore* | |
| Executive Assistant | Martin Zamzow* | |
| Executive Assistant | Barbara Smith* | |
| Commissioner, Precinct 4 | Margaret Gomez | |
| Executive Assistant | Edith Moreida | |
| Executive Assistant | Norma Guerra | |
| County Treasurer | Dolores Ortega-Carter | |
| County Auditor | Nicki Riley | |
| County Executive, Administrative | Vacant | |
| County Executive, Planning & Budget | Leslie Browder | |
| County Executive, Emergency Services | Danny Hobby | |
| County Executive, Health/Human Services | Sherri E. Fleming | |
| County Executive, TNR | Steven M. Manilla, P.E. | |
| County Executive, Justice & Public Safety | Roger Jefferies | |
| Director, Facilities Management | Roger El Khoury, M.S., P.E. | |
| Interim Chief Information Officer | Tanya Acevedo | |
| Director, Records Mgmt & Communications | Steven Broberg | |
| Travis County Attorney | David Escamilla | |
| First Assistant County Attorney | Steve Capelle | |
| Executive Assistant, County Attorney | James Collins | |
| Director, Land Use Division | Tom Nuckols | |
| Attorney, Land Use Division | Julie Joe | |
| Attorney, Land Use Division | Christopher Gilmore | |
| Director, Transactions Division | John Hille | |
| Attorney, Transactions Division | Daniel Bradford | |
| Attorney, Transactions Division | Elizabeth Winn | |

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Attorney, Transactions DivisionMary Etta Gerhardt
 Attorney, Transactions DivisionBarbara Wilson
 Attorney, Transactions DivisionJim Connolly
 Attorney, Transactions DivisionTenley Aldredge
 Director, Health Services DivisionBeth Devery
 Attorney, Health Services DivisionPrema Gregerson
 Purchasing AgentCyd Grimes, C.P.M., CPPO
 Assistant Purchasing AgentMarvin Brice, CPPB
 Assistant Purchasing AgentBonnie Floyd, CPPO, CPPB, CTPM
 Purchasing Agent Assistant IVCW Bruner, CTP
 Purchasing Agent Assistant IVLee Perry
 Purchasing Agent Assistant IVJason Walker
 Purchasing Agent Assistant IVRichard Villareal
 Purchasing Agent Assistant IVPatrick Strittmatter
 Purchasing Agent Assistant IVLori Clyde, CPPO, CPPB
 Purchasing Agent Assistant IVScott Wilson, CPPB
 Purchasing Agent Assistant IVJorge Talavera, CPPO, CPPB
 Purchasing Agent Assistant IVLoren Breland, CPPB
 Purchasing Agent Assistant IVJohn E. Pena, CTPM
 Purchasing Agent Assistant IVRosalinda Garcia
 Purchasing Agent Assistant IVAngel Gomez*
 Purchasing Agent Assistant IVJesse Herrera, CTP, CTPM, CTCM
 Purchasing Agent Assistant IIIShannon Pleasant, CTPM
 Purchasing Agent Assistant IIIDavid Walch
 Purchasing Agent Assistant IIIMichael Long, CPPB
 Purchasing Agent Assistant IIISydney Ceder*
 Purchasing Agent Assistant IIIRuena Victorino*
 Purchasing Agent Assistant IIIRachel Fishback*
 Purchasing Agent Assistant II.....Vacant
 Purchasing Agent Assistant II.....L. Wade Laursen
 Purchasing Agent Assistant II.....Sam Francis
 HUB Coordinator.....Sylvia Lopez
 HUB Specialist.....Betty Chapa
 HUB Specialist.....Jerome Guerrero
 Purchasing Business Analyst.....Scott Worthington
 Purchasing Business Analyst.....Jennifer Francis

FORMER EMPLOYEES

| <u>Position Held</u> | <u>Name of Individual Holding Office/Position</u> | <u>Date of Expiration</u> |
|--------------------------------------|---|---------------------------|
| 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 |
| Commissioner, Precinct 2 | Sarah Eckhardt..... | 05/ 31/14 |
| Purchasing Agent Assistant III | Nancy Barchus, CPPB | 06/28/14 |

* - Identifies employees who have been in that position less than a year.

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EXHIBIT 7

HUB DECLARATION AND LIST OF CERTIFIED HUB SUBCONTRACTORS

(SEE SOQ)

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APPENDIX A

ENGINEERING SCOPE OF SERVICES FOR CAMERON ROAD IMPROVEMENTS

PROJECT: Cameron Road
LIMITS: From Gregg Lane to SH 130
COUNTY: Travis County
PROJECT LENGTH: 2.1 miles

The Consultant (also referred to in this Scope of Services as the "Engineer") will provide the following engineering services required for the preparation of plans, specifications, and estimates ("PS&E"), including any necessary reports (drainage, geotechnical, and/or environmental) to validate the PS&E preparation for the construction of the Cameron Road Improvements in Travis County as described in this Scope of Services (the "Project"). The Project is located between Gregg Lane and SH 130, and is within the City of Austin ETJ and Travis County, Precinct 1. The Project includes two bridge-crossing locations to Gilleland Creek, which will be designed to TxDOT standards. The Project also includes the preparation of design schematic, meeting with affected property owners, public meetings, roadway design, hydrology and hydraulics, signing and pavement markings, structural design, signalization and preparation of environmental documents in compliance with the City of Austin environmental criteria.

The construction plan set for this Project will contain the required drawings and details pertaining to roadway and sidewalk design, storm water drainage system analysis and design (including water quality and detention), and bridge and retaining wall design. The Project includes preparing construction documents; completing land and tree surveys, geotechnical investigations and reports with analysis needed for pavement design, and alignment and intersection plans and analysis; developing roadway signage and pavement marking plans, and traffic control plans; designing and/or coordinating utility relocations; completing environmental assessments and mitigation plans or fee calculations, per the City of Austin Tree Mitigation Plan; monitoring Project cost and applying cost recovery methodologies such as value engineering; preparing and executing Project management, risk reduction and QA/QC plans; attending and leading public open house format meetings; determining requirements for right-of-way and easements, preparing schematic and final right-of-way and easement parcel exhibits, strip map, and providing technical support for acquisitions; and acquiring all appropriate regulatory permits and clearances. Compliance with National Environmental Policy Act and the National Historic Preservation Act is not required for this Project. The above-described plan set will be prepared in English units, complete with a Project Manual per County requirements, and will be suitable for the bidding and award of a construction contract through Travis County.

Services related to the design and plan production for this Project will be performed in accordance with the latest available City of Austin design manuals and supplemented with the TxDOT Roadway Design Manual, TxDOT Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, or as required by the County. The roadway will be designed based on Major Arterial Divided (4 lanes) with bike lanes and sidewalks. The design speed will be 45 MPH.

The Engineer will establish a roadway geometry model and perform earthwork and paving quantity calculations using GEOPAK. The CADD and GEOPAK criteria files, which comprise the geometry model, will be provided to Travis County at the completion of the Project, and as requested during the design period. This Project will be developed using Microstation V8 and GEOPAK 2004.

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Hydraulic designs and calculations for storm drains and bridge hydraulics will be performed with PC-based hydraulic models such as WinStorm, GEOPAK Drainage, HY-8, HEC-RAS, HEC-HMS, or other hydraulic models approved in advance by Travis County. The Engineer may use XP-SWMM to model and analyze possible in-line detention. Manual calculation checks of culvert hydraulics will be performed on specific structures at the request of the County. The Project is not located within the limits of the Edwards Aquifer Recharge Zone.

The services for the PS&E production will be performed according to the Performance Schedule in Exhibit 3 to the Professional Services Agreement ("PSA") and will include the tasks and products more fully described in the tasks outline below. All work requested in writing by the County that falls outside this Scope of Services will be requested, approved, invoiced and compensated as Additional Services in accordance with the procedures set forth in the PSA.

The Engineer will prepare and deliver the following specific required Work Products:

- Work Product 1: schematic, public involvement and 30% complete design documents;
- Work Product 2: 60% complete design documents;
- Work Product 3: 90% complete design documents;
- Work Product 4: 100% bid-ready construction documents; and
- Work Product 5: bidding phase and construction support services.

As described in Article 6 of the PSA, each Work Product, including Work Product 1, will require a separate, written Notice-to-Proceed issued by the County. Consultant will not be compensated for any services performed without a written Notice-to-Proceed. Each Work Product must be submitted for review and approval by the County. Upon approval by the County and receipt of a written Notice-to-Proceed to the next Work Product phase, the Engineer shall commence work on the next Work Product, in the order indicated above. *Following approval of each Work Product, the Engineer shall not commence work on any subsequent phase of the Project until he has received the Notice-to-Proceed to the next Work Product.* The review process will consist of submitting six (6) sets of the plans (11"X17). Each submittal shall include a cover letter from the Consultant stating who from the design team performed a Quality Assurance/Quality Control ("QA/QC") check. The QA/QC certification letter must be co-signed by the QA/QC reviewer and the Project Manager. The QA/QC reviewer may not be one of the design team members Allow two weeks for TNR to review and provide written comments and/or approval for each submittal. If TNR requires a resubmittal, submit two final check sets and allow two weeks for TNR to review and provide written comments and/or approval.

PROJECT MANAGEMENT

1. Perform Project management tasks. The anticipated duration of the design phase for this Project is twenty (21) months. In the event that the schedule is revised by the County, this scope item will be revised through a contract modification, executed in accordance with the PSA, to adjust the level of effort required accordingly. In the event that the schedule is revised by the Engineer, no additional compensation will be provided.
 - A. Meet on a scheduled basis with the County to review Project progress. It is anticipated that the Engineer and the County will meet a minimum of twenty (20) times. The Engineer will provide meeting summaries within five (5) working days of the meeting to all attendees.
 - B. Conduct internal meetings with the Consultant design team on a monthly basis or as needed for the duration of the Project.
 - C. Provide Contract Administration
 - D. Provide Project Management
 - E. Attend a kick-off meeting with the County.
 - F. Attend and direct 30%, 60%, 90% and 100% design review meetings.

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- G. Conduct one coordination meeting with TxDOT
 - H. Keep Project on track and on budget.
 - I. Update Project design schedule on a monthly basis
 - J. Prepare monthly invoice & monthly progress report including monthly updates to design schedule
 - K. Secure permits listed under the permit section of this scope document.
2. Deliverables:
- Meeting reports.
 - Monthly invoice, progress reports for work being invoiced, and an updated design schedule.

ROUTE AND DESIGN STUDIES

1. Gather and review all available information pertaining to the Project.
2. Attend and participate in the Design Concept Conference.
3. Develop roadway design criteria and prepare the Design Summary Report (DSR).
4. Develop and assemble preliminary construction cost estimates at 30% milestone submittal.
5. Perform field investigations to gather information for the further development of the construction plans.
6. Prepare exhibits for preliminary design corridors for alternatives to present to affected land owners for input (up to 3 alternatives). The exhibits will be developed using available TNRIS and CAPCOG imagery, GIS data, and County provided LIDAR contours.
7. Recommend a preliminary preferred route alignment based on the analysis of different routes, stakeholders input, evaluation criteria matrix (environmental constraints, etc.), and County concurrence. The evaluation matrix shall include factors such as current and future land use, geographic features, displacements, utility impacts, environmental impacts, cut/fill analysis, ROW, and cost.
8. Revise horizontal alignment data, if necessary.
9. Develop vertical alignment data for the preferred alternative.
10. Develop super-elevation data for the preferred alternative.
11. Develop preliminary GEOPAK cross sections for the preferred alternative.
12. Estimate ROW and easement requirements for preliminary alignment alternatives (up to 3 alternatives). This will be an estimate, not based on cross-sections, but based on a previous 6-lane schematic.
13. Prepare schematic design (plan and profile) for one preferred alignment. This schematic will be presented to Travis County for approval. The schematic shall contain:
 - A. Preliminary Horizontal Alignment
 - B. Preliminary Vertical Alignment
 - C. Typical Sections
 - D. Preliminary Hydraulic Studies
 - E. Proposed Drainage Structures
 - F. Existing Right-of-way (ROW)
 - G. Proposed ROW and easements w/ address and ownership
 - H. Existing and planned utilities based on record information and visual inspection
 - I. Proposed Bridge Locations and sizes
 - J. Preliminary Cost Estimate
14. Perform Soil Core Hole Drilling for Bridges (4 Holes) to a depth of 55 feet or 3 feet into bedrock. Texas Cone Penetration Tests (TCP's) will be performed every five feet until termination depth. Wincore will be used to create the boring logs.
15. Perform Soil Core Hole Drilling for Retaining Walls (4 Holes) to a depth of 30 feet. Texas Cone Penetration Tests (TCP's) will be performed every five feet until termination depth. Wincore will be used to create the boring logs.
16. Perform Soil Core Holes for pavement design every 500 feet and at adjacent points to stream or channel crossings to a depth of 10 feet each. Wincore will be used to create the boring logs.
17. Perform Pavement design in accordance with City of Austin Transportation Criteria for review and approval by Travis County. HVJ will design three different flexible pavement section alternatives

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(HMAC over, CTB/LTB, and FLEX base, with one or more alternatives to include geogrid) to achieve a 20-Year Design Life. The County will approve the materials to be considered for the design. The pavement design will include estimate of ESALs using the AADT and traffic loads (% trucks) data to be obtained by Jacobs from the available CAMPO GIS model, lab test results, and borings. The TxDOT pavement design procedure will be followed, using FPS21W analysis program. The traffic data required includes current and projected traffic counts and truck percentages. Because the proposed alignment is approximately 75% along existing road, HVJ will use one day of nondestructive deflection testing (NDT) with the Falling Weight Deflectometer (FWD) to calculate subgrade design parameters, as per TxDOT requirements. The data may also be used to finalize boring locations so geotechnical data is collected to reflect any changes in subgrade conditions identified by the NDT data profiles. HVJ will review the construction documents at the various submittal phases to confirm HVJ's pavement design recommendations are properly addressed.

18. Perform geotechnical testing for Bridge, Retaining Walls and Pavement Design. Testing will include moisture contents, percent passing #200 sieve, atterberg limits, unconfined compressive strength testing on soil/rock, consolidated undrained tests, sulfate tests, pH tests, and lime series by pH method.
19. Perform sediment sampling and gradation analysis along Gilleland Creek sufficient for the bridge scour and bank stability analysis. This is considered D50.
20. Prepare Geotechnical Engineering Report. The geotechnical report will include one worst case global stability design, and one cross section MSE wall factors of safety for sliding, overturning, and bearing capacity. In addition, specifications, special specifications, and special provisions, design parameters including allowable bearing pressure, passive earth pressure, friction factor, and lateral earth pressures will be included.
21. Deliverables:
 - Design summary report (DSR)
 - Roll plot of the preliminary alignments under consideration with the constraints mapping to be used at the public meeting open house.
 - Roll plot of the schematic for the recommended alignment to be used at the public meeting.
 - Draft and final geotechnical report.

ENVIRONMENTAL STUDIES

1. Critical Environmental Features (CEFs) – The study area (1000' from each centerline) will be investigated to determine the presence of COA-defined Critical Environmental Features to include, but not limited to, bluffs, canyon rim rocks, caves, sinkholes, springs, and wetlands.
2.
 - A. Water CEF – Wetland – The Engineer will conduct a field investigation to determine the presence or absence of U.S. Army Corps of Engineers (USACE) jurisdictional waters (including wetlands) and other water-related CEFs in the Project area. Delineation of these features will take place as necessary, and wetland determination data sheets will be prepared. The crossing of Gilleland Creek will likely be identified as a jurisdictional water of the U.S. and will be documented appropriately. As with Gilleland Creek, if other jurisdictional waters (including wetlands) are identified, Consultant will prepare documentation according to USACE protocol under Section 404 of the Clean Water Act. Geographic Information Systems (GIS) mapping will reflect data points and limits of the jurisdictional wetlands/water-related CEFs with respect to other environmental features in the Project area. A 150-foot buffer around the CEFs will be portrayed on Project area mapping. If necessary, the information collected for this task could also be incorporated into a coordination letter to the USACE.
 - B. COA defined Erosion Sites – Types 1, 2, 3 – No specific analysis or deliverables for these issues have been included in this Scope of Services; however, these sites will be documented if encountered. Additional analysis will require Additional Services, which will be requested and performed in accordance with the PSA and, specifically, Exhibit 1.

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- C. COA defined Woodlands – A limited field investigation will identify COA-defined woodlands, including priority and other significant woodlands as mapped by the COA in conjunction with the field effort for the vegetation/habitat analysis (see Threatened and Endangered Species). A summary of this information will be prepared.
3. Creeks and Waterways
 - A. Creeks and Waterways – The Project crosses the main channel and a potential tributary to Gilleland Creek. Project area creek settings will be documented to include name, watershed name, and waterway classification.
 - B. COA Critical Water Quality Zone – The Critical Water Quality Zone will be mapped (in cooperation with engineering staff) as relevant to the Project area.
 - C. Floodplains – The 100-year floodplain will be mapped.
 - D. Utility Line Crossings/Parallel runs along the Waterway – Utility line crossings and parallel sections may require evaluation. The Engineer will obtain the necessary engineering information and prepare text documentation, photographs, and mapping that could be used to support a Nationwide Permit (NWP).
 - E. TCEQ Issues – The proposed Project is not located over the Edwards Aquifer transition, contributing, or recharge zones. The Engineer will describe the relevant TCEQ issues for compliance and provide coordination assistance.
4. Individual Section 404 Permit Coordination (to be additional services if required)
 - A. This Scope of Services assumes that an Individual Section 404 Permit will not be necessary and clearance can be pursued under Nationwide Permit # 14 without Pre-Construction Notification (PCN). This subtask potentially includes written coordination with the USACE and preparation of appropriate documents required under the nationwide permit.
5. Threatened and Endangered Species
 - A. Endangered Species Issues – A field investigation will be conducted to determine whether or not any habitat appropriate for listed species is located in the Project area. Dominant herbaceous, shrub and tree species will be documented and results of this analysis will be included in the EA in order to support affect/impact findings (or the lack thereof).
 - B. Provide Endangered Species Act (ESA) Compliance Documentation for no more than two FEMA CLOMR applications.
6. Archeological/Cultural Resources
 - A. Archeological/Cultural Resources – The cultural resources scope of work for this Project will consist of State and City agency coordination through the Texas Historical Commission (THC). Background research will be conducted in the electronic site files of the THC to identify previously recorded historic and archeological sites and surveys in the proposed Project area. Following this task, in consultation with the County, a coordination letter will be prepared to introduce the Project to the THC and provide recommendations to achieve Project regulatory clearance under the Antiquities Code of Texas (ACT). This Scope of Services assumes that this Project will require intensive field survey for full ACT compliance.

With THC concurrence, the Project will include a 100-percent intensive archeological survey and, if necessary, backhoe trench excavations at locations that have been determined, through background review, to have potential to house intact, deeply buried, cultural deposits. All previously documented sites within the Project area will be revisited and assessed with subsurface testing to determine current site condition and degree of disturbance. Additionally, newly documented sites within the area will be assessed for State Archeological Landmark (SAL) eligibility. As per THC standards, a minimum of six subsurface tests will be placed in all newly discovered intact, buried sites. Following the survey, a report will be prepared for the client and the THC detailing the results of the investigations. The report will coordinate all requirements necessary to achieve regulatory clearance for construction to proceed, including SAL recommendations for all documented sites, and, if necessary, avoidance strategies. The Project assumes the County will achieve right-of-entry to all required locations. This scope does not include any additional archeological investigations recommended by the THC subsequent to

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the survey and coordination/acceptance of the technical report. If so recommended by the THC, these services can be arranged under a separate scope and budget. Any such Additional Services will be requested and performed in accordance with the PSA and, specifically, Exhibit 1. Furthermore, it is assumed from an examination of topographic and aerial maps that no historic-aged structures are located within the Project area. If structures are identified, the THC may require an assessment by a qualified architectural historian. Hicks & Company can provide a scope and cost estimate for this effort in the unlikely event that the need should arise.

7. Government Records Review for Hazardous Materials & Closed Landfills
 - A. An ASTM database search for hazardous materials will be conducted and analyzed for this Project. In addition, appropriate databases documenting closed MSW landfills (e.g., CAPCOG Closed Landfill Inventory) will be analyzed for the Project corridor. Any constraints related to hazardous materials or closed landfills will be described and mapped in the EA.
8. Parkland
 - A. It is assumed that this Project corridor is entirely upon private property and does not traverse City, County, State or Federal parkland property; however, a very small amount of time will be allocated to confirm this assumption.
9. Tree Survey:
 - A. A tree survey within the limits of the roadway will be performed. The tree survey will be conducted in accordance with Section 3 of the City of Austin Environmental Criteria Manual (ECM) by the Project land surveyor. Mapping of significant trees will be included in the EA.
10. Environmental Permits, Issues and Commitments (EPIC) form will be prepared in coordination with engineering staff.
11. Deliverables:
 - THC Clearance Letter

PREPARATION OF A COA ENVIRONMENTAL ASSESSMENT (EA)

An EA will be prepared in accordance with City of Austin Environmental Criteria Manual. The EA will include a Hydrologic Element, Vegetation Element, and Utilities Element, and other items required per the COA ECM (if applicable). Major parts of the EA are identified as noted below.

1. Project Description and Need – section will be drafted for inclusion in EA based upon engineering, traffic and land use information.
2. Descriptions of Alternatives
 - A. Descriptions of Project alternatives will be prepared including No Action and Proposed Action alternative(s). The descriptions will be based on engineering information.
3. Description of the Affected Environment
 - A. Components of the affected environment to include topography, geology, soils, water resources, biological resources, and cultural resources will be described.
4. Impact Assessment
 - A. Effects of the Project alternatives on the existing natural and cultural resources will be evaluated. This will include effects of the alternatives on components of the environment and a comparison of impacts between the alternatives.
5. Deliverables:
 - Draft and Final EA

ADDITIONAL AGENCY COORDINATION

1. Exclusions: Agency coordination that has not been included in the previous tasks will be conducted as needed or required. This may include preparation of initial coordination letters to the Texas Parks and Wildlife Department, U.S. Army Corps of Engineers (USACE), and U.S.

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Fish and Wildlife Service, and compilation and evaluation of agency responses if required by the County or the regulatory agency having jurisdiction. Section 404 Permit Compliance coordination is included.

PUBLIC INVOLVEMENT

The public involvement process will consist of two (2) meetings. The first meeting will be an open house format to present the public with up to three (3) alignment alternatives. The multiple alignments will be presented on one exhibit, with any known environmental constraints also presented. Each alternative will be developed to a level that includes horizontal/vertical alignments, basic cross-sections, basic drainage patterns, and anticipated easement requirements. The evaluation matrix developed as part of the route studies will also be presented at the open house. The objective of the open house meeting is to obtain public input on the alignment alternatives under consideration.

The second meeting will be in a public meeting format. The Engineer will present the preferred alignment based on further analysis and the public comments received in the previous open house.

1. Develop and maintain a Project distribution list. The initial contact list will be developed to include property owners adjacent to the Project corridor and those located within 1000' of the Project corridor.
2. The list will be compiled from available e-mail contacts for area representatives and agencies (TxDOT, school district, area County Commissioner, etc.) and those individuals that sign up at the public meetings to be included in the distribution list.
3. Develop and maintain a Project Facebook site.
4. Schedule, advertise and direct two (2) meetings, as described above, to collect information and to inform interested stakeholders of the elements of the proposed Project and unveil proposed alignments, and recommended alignment. The Engineer will:
 - A. Prepare Project exhibits.
 - B. Attend a preparatory meeting with the County in advance of each meeting.
 - C. Prepare legal notices for publication with review by the County. The notice will be a 30-day notice.
 - D. Secure a facility for open house and public meeting. Any fees for facility rental, tables, chairs, screens, or AV equipment will be the responsibility of the County.
 - E. Provide personnel to staff the open houses, estimated at 4 people for each meeting.
 - F. Notify property owners, and other interested or affected individuals, groups, or agencies via email, usps, site postings, internet, TCTV, Commissioners Court, etc.
 - G. Prepare and collect sign-in sheets.
 - H. Set up the meeting facility as needed.
 - I. Prepare a Summary of Open Houses (including photos, handouts, exhibits, sign-in sheets, legal notices, etc.)
5. Schedule, coordinate and conduct meetings with each of the Affected Property Owners, estimated at twenty (20) meetings.
6. Prepare meeting minutes of each one of the meetings. The summary will include the purpose of the meeting, agenda topics, meeting highlights, and follow-up action needed, if relevant.
7. Deliverables:
 - Public meeting exhibits
 - Summary of open house reports
 - Meeting minutes from property owner meetings

PERMITS

1. The Engineer is responsible for identifying and acquiring ALL permits required for the construction of this roadway Project. The only permits anticipated are the Travis County Development Permit and a

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TDLR permit. Any additional permits that may be required will be handled as Additional Services, which will be requested and performed in accordance with the PSA and, specifically, Exhibit 1.

2. The Engineer will process all permit applications. Processing includes coordination, advance preparation for pre-submittal meetings with the County in relation to the County development permit.
3. The Engineer will process a Travis County Development Permit for the Project.
4. The Engineer will prepare and submit to TDLR, the TDLR review submittal package. The County will provide any applicable application fees.
5. Deliverables:
 - County Development Permit
 - TDLR Permit

RIGHT OF WAY/EASEMENTS

1. In addition to the ROW, easements, staking, and topographic survey, identify areas where temporary construction/driveway easements or agreements may be required. It is anticipated that there will be 143 parcels for ROW and easements.
2. Identify areas where additional right-of-way, drainage easements, or right-of-entry may be required. Notify the County in writing of the need and justification for such action.
3. Deliverables:

Provide ROW and easement scroll plot for review with Travis County and landowners. The ROW documents will be handled as a deliverable under the survey section. This section will cover the Engineer's designation of ROW and easements for review/negotiation with land owners prior to legal documents being prepared.

UTILITY COORDINATION

1. Assist the County in planning, coordinating, and attending utility adjustment meetings with all affected utility companies within the limits of the Project, estimated at six (6) meetings. These meetings will establish the preliminary schedule for the respective utility adjustments performed by others. Additional meetings included are attending two (2) meetings for 30% and 60% plans with the AULCC to coordinate through the City of Austin.
2. If available, utilize Subsurface Utility Engineering (SUE) information (provided by third-party consultants under separate contracts with the County). to locate and map existing underground utilities. Others here means not by this consultant and not under this scope.
3. Coordination with utility companies for the required adjustments to utilities at the plans adequate review. Utility Adjustment Plans are anticipated along and crossing Cameron Road and this work will be performed by others including review. These plans will also be reviewed by the Engineer. This work includes reviewing relocation plans provided by utility companies to confirm that the proposed relocated utility will not conflict with proposed roadway improvements and for adherence to other Project requirements, Meeting with utility owners, utilizing record information provided by utility owners and other archival sources.
4. Utility Layout (Utility Conflict Plan): Maintain a utility layout in Microstation format, using available surveyed One-Call information, and/or SUE information if available. This layout shall include all existing utilities which are to remain in place or be abandoned, and all adjusted utilities. This layout will be utilized to monitor the necessity of relocations and evaluate alternatives. The Engineer will utilize the layout of existing utilities as prepared under an existing SUE contract, if available, or surveyed One-Call and make a determination of the following, using the best available data;
 - A. Facilities in conflict with the proposed Project that are to be relocated.
 - B. Facilities to be abandoned in place.
 - C. Facilities to remain in service and in place that do not appear to be affected by the proposed improvements, and meet the City of Austin or Travis County requirements for remaining in place as-is.

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5. Prepare and maintain a utility conflict matrix for all utilities within the Project area. This will include:
 - A. Dates for relocation design and clearance dates.
 - B. Communication logs, including email, phone and meetings.
 - C. Contact information for each utility
6. Deliverables:
 - Utility layouts (Utility Conflict Plan), per item 4, based on best available surveyed data to be included in the PS&E.
 - Utility Coordination notebook, to include conflict matrix, communications, meeting logs, etc.

FIELD SURVEYING

Surveying services shall be limited to the area approximately shown on Figure 1 and will be provided in accordance with the following:

1. Identify affected private properties, provide owner name and mailing address for use in access notification by Travis County, provide actual property address, and coordinate access with owners.
2. Establish horizontal and vertical control based on SH 130 roadway project (Texas State Plane, Central Zone NAD 83). Establish benchmarks, at locations not likely to be destroyed during construction, not more than 1000' apart and provide sufficient horizontal control at locations not likely to be destroyed during construction near survey limits for use as construction baseline.
3. Field search and locate monumentation on existing ROW's and boundary lines within limits of survey and/or affected by proposed ROW or easement acquisition.
4. Obtain and review title reports for 35 tracts along or adjacent to Project corridor.
5. Obtain and review deeds/plats pertaining to survey area and adjacent properties identified from Travis Central Appraisal District records and perform calculations and analysis to re-establish existing ROW/boundary lines.
6. Obtain conveyance instruments for existing ROW and easements.
7. Prepare preliminary ROW mapping showing existing ROW's and boundary lines, owner name, book and page information, subdivision name, lot and block number, TCAD parcel number and existing easements within or adjoining Project corridor.
8. On one approved alignment, field stake (one-time) PC's, PT's, PI's, and approximately every 100' along curves and approximately every 500' minimum (or sufficient for visual line) along tangents of proposed centerline alignment not within existing ROW.
9. Locate by actual on-the-ground survey visible and accessible on-grade and above-grade features, including but not limited to pavements, pavement marking, curbs, driveways, sidewalks, ADA ramps, signs, fences, retaining walls, mailboxes, utility meters, utility valves, fire hydrants, power poles, light poles, guys, overhead utility lines, manholes (including inverts), clean-outs, pull boxes, wing walls, inlets (including inverts), culverts (including inverts), headwalls, riprap, underground utility markers (signs, flags, paint marks) and other surface utility appurtenances.
10. Provide size, location, subspecies and tree tag for trees 8" or greater in diameter within limits of survey.
11. Provide contours at one foot interval along limits of survey. Elevations will be taken on an approximate 50'x 50' grid, at abrupt changes in grade and along drainage courses. Elevations of survey points will be on a separate level, but will not be part of the final plotted drawing. Breaklines shall be provided along tops and toes of the natural and man-made terrain.
12. Provide topographic survey for proposed off-site pond locations (multiple sites). Location and configuration of areas shall be defined by the Consultant and will be limited to 5 acres in total area for the multiple sites. This survey is intended to cover water quality pond location that will be needed adjacent to the roadway.
13. Provide cross sections at Gilleland Creek and Branch of Gilleland Creek approximately every 100' extending 500' upstream and 500' downstream from proposed alignment and to the approx. 100 year

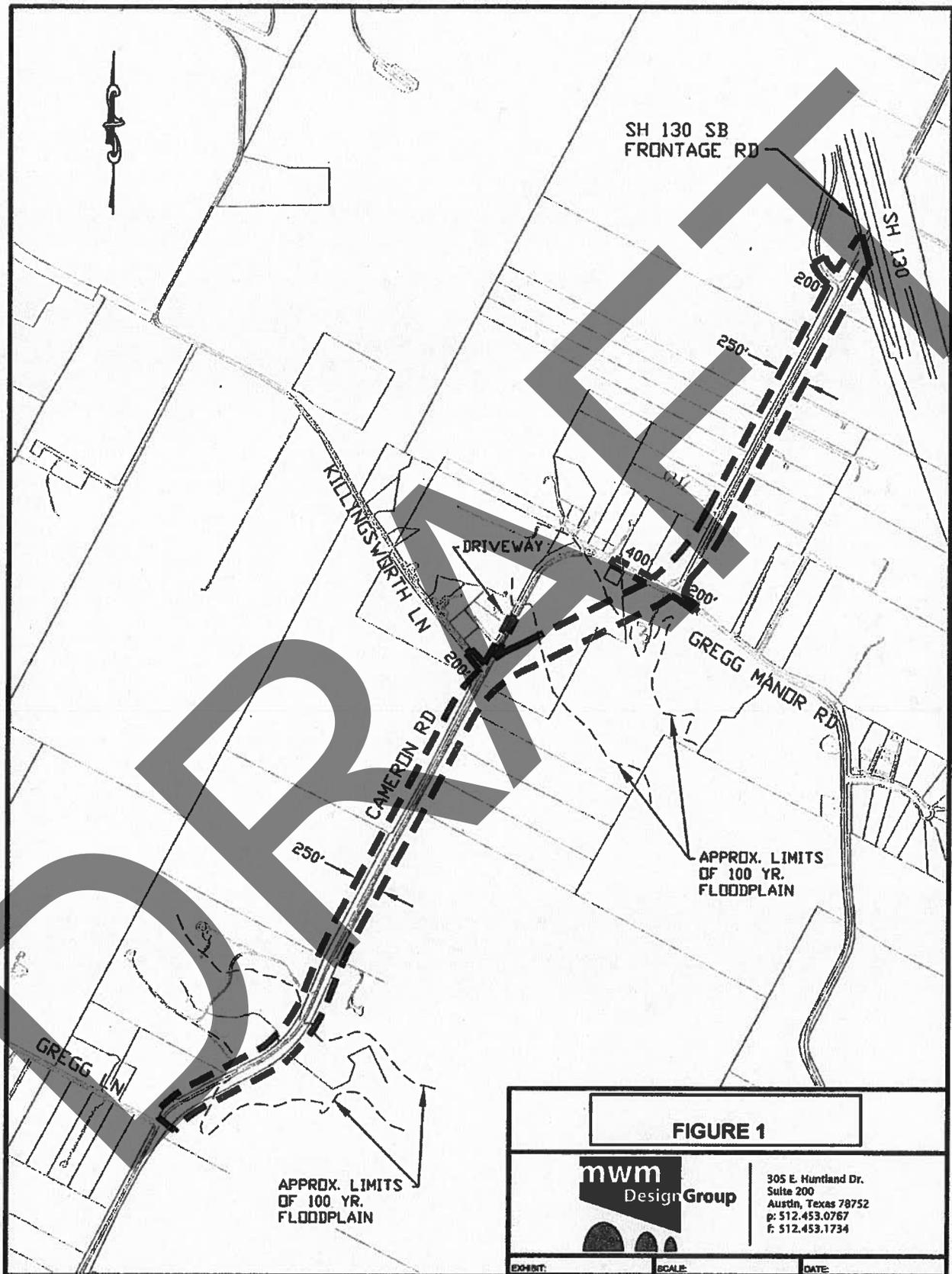
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flood plain line on each side. Survey in this area is for hydrology study purpose and will not include contours or location of trees.

14. Provide field survey in support of the wetlands delineation(s) and Ordinary High Water Mark (Critical Environmental Features). This may have to be collected on a separate trip. No additional fees will be assessed for multiple site visits.
15. Stake locations for bridge and retaining wall borings. Provide horizontal and vertical data for boreholes along Project corridor. No additional fees will be assessed for multiple site visits.
16. Provide a drawing showing data outlined above as one base map provided on 11" x 17" sheet size at a scale of 1"=50' and as a MicroStation file. Data shall include 2d topographic file, 3D digital terrain model file, TIN and an ASCII point list of survey points.
17. Prepare final ROW maps at a scale of 1"=100'.
18. Prepare metes and bounds description for 106 proposed easement/ROW parcels/parts. Each part of parcels having more than one part will be counted as one parcel. Metes and bounds descriptions will not be provided for temporary easements.
19. Prepare parcel sketch for 143 proposed easement/ROW parcels/parts. Each part of parcels having more than one part will be counted as one parcel.
20. Provide closure and area calculations for proposed easement/ROW parcels/parts.
21. Provide field staking as described in metes and bounds description. Proposed ROW parcels shall be staked at proposed Pc's, PT's, Pl's and at intersection with parent tract lines. Easement staking shall be limited to parent tract corners needed for future re-establishment of proposed parcel. This item does not include staking of all easement/ROW parcel corners or staking of points along easement/ROW parcel lines for visual inspection.
22. Deliverables:
 - 2D Microstation V8 file with topographic mapping on NAD 83 or as determined by Travis County
 - 3D Microstation V8 file with survey points and breaklines on NAD 83 or as determined by Travis County
 - ASCII point list text file
 - Existing ground surface .tin
 - ROW and easement strip map
 - Parcel sketches
 - Metes and bounds descriptions for permanent ROW and easements only

Land Surveying

Complaints on the land surveying services can be directed to the Texas Board of Professional Land Surveying, 12100 Park 35 Circle, Building A, Suite 156, Austin, Texas 78753, (512) 239-526.



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ROADWAY DESIGN CONTROLS

1. Provide roadway design in accordance with the current edition (at the time of NTP) of the TxDOT Manual of Roadway Design, AASHTO, and *City of Austin Transportation Criteria Manual*. The Engineer will develop roadway geometry and provide plan and profile sheets showing all customary applicable items not limited to the following list:
 - A. Calculated roadway centerlines for new mainlanes, cross-streets, and driveways. Show horizontal control points.
 - B. Pavement edges for all improvements including mainlanes, cross-streets, and driveways.
 - C. Lane and pavement width dimensions
 - D. Locations, lengths, and widths of proposed structures
 - E. Traffic flow direction on all roadways. Show lane lines and/or arrows indicating the number of lanes.
 - F. Control of access line, existing and proposed right of way lines, and all easements
 - G. Begin and end super-elevation transitions and cross-slope changes
 - H. Limits of concrete rip-rap, rock rip-rap, block sod, and seeding
 - I. Locations of existing structures
 - J. Benchmark information
 - K. Calculated profile grade for proposed mainlanes and cross-streets
 - L. Vertical and horizontal curve data
 - M. Existing and proposed profiles along the centerline of the mainlanes, approaching a balance cut/fill situation.
 - N. Superelevation info.; %, grades, runout, transition, etc.
 - O. Water surface elevations at major stream crossings for 10-, 25-, 50-, and 100- year storms
 - P. Locations of known existing and proposed utilities
 - Q. Subgrade elevations at profile grade lines and ditch flow lines, labeled with offsets and elevations
 - R. Locations of proposed and existing storm sewer lines and culverts
 - S. Location and identification of soil borings
2. Develop, but not limited to, the following sheets:
 - A. Title Sheet
 - B. Index of Sheets
 - C. ROW & Easement Strip map
 - D. Project Layout
 - E. Proposed Typical Sections
 - F. Existing Typical Sections
 - G. Plan and Profile Sheets for mainlanes and all cross streets (1"=50' scale)
 - H. Horizontal Alignment Data Sheet
 - I. Miscellaneous Detail Sheets
3. Develop design cross-sections for all proposed and existing roadways. Submit design cross-sections in electronic format and on 11"x 17" paper plan sheets. Provide the following details for each section, as applicable:
 - A. Widths of all travel lanes, shoulders, outer separations, borders, curb offsets, and rights of way, and easements
 - B. Control lines including profile grade line and centerline
 - C. Existing natural ground line, finished grade line, and ditch section, including side slopes and flow lines. Label all control lines with offsets and elevations.
 - D. Limits of sodding/seeding, rock riprap, embankments, and excavations
 - E. Locations and identification of longitudinal joints, concrete traffic barriers, sidewalks, and common existing or proposed structures such as retaining walls
 - F. Extents and geometry for all side slopes

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4. Provide intersection layouts detailing the geometry and drainage design of each cross street, may need intersection grading plans. Include curb returns, transition length, stationing, offsets and drainage details, and any transitions to existing roadways.
5. Determine roadway quantities including cut and fill, ensuring a reasonably balanced design. Prepare quantity summary sheets.

DRAINAGE DESIGN

1. Develop drainage design criteria per City of Austin and include into the DSR.
2. Perform field investigations to gather information for the further development of the construction plans.
3. Coordinate with the geotech regarding location and number of sediment samples required for the bridge scour analysis.
4. Design work for Gilleland Creek and Gilleland Creek Tributary 2 shall include the following:
 - A. Perform research at the County, City, and Federal Emergency Management Agency (FEMA) level to determine existing flood studies that have been performed on Gilleland Creek and Gilleland Creek Tributary 2. We will also perform field investigations to confirm and/or determine the necessary H&H input data and identify site conditions (such as Manning's roughness coefficients, etc.)
 - B. Using the Effective H&H models for Gilleland Creek and Gilleland Creek Trib. 2, verify and correct, if necessary, the Project specific hydraulic model for the pre-Cameron Road conditions. Use HEC-RAS to assist with the development of the peak water surface elevations and velocities. Will revise (add or modify) channel cross sections from approximately 500 feet downstream of the proposed Cameron Road to a distance 500 feet upstream of the proposed Cameron Road using one-foot topographic contour mapping. Will model two sets of flows to determine the peak water surface elevations and velocities: a) Existing Land Use Conditions 10-, 50-, 100-, and 500-year flows, b) Ultimate Land Use Conditions 25- and 100-year flows.
 - C. Prepare proposed bridge HEC-RAS model and a summary of bridge hydrologic and hydraulic data for inclusion in the plan set.
 - D. Work with bridge designer to develop appropriate bridge geometry.
 - E. Perform a bridge scour analysis and provide summary sheets for inclusion in the plan set.
 - F. Streambank stability designs for the width of the ROW upstream and downstream of the proposed bridge across Gilleland Creek and Gilleland Creek Tributary 2.
 - G. Prepare signed, sealed, and dated drainage report for the Gilleland Creek crossings.
5. Develop culvert and storm drain design and details as applicable and in accordance with the most current edition (at the time of NTP) of the City of Austin's *Drainage Criteria Manual*. They will be designed for a 25-year storm and check for the 100-year storm potential impacts to adjacent properties. Examine COA and TxDOT's drainage criteria requirements for overtopping depth of Major Arterial Divided roadways. Through evaluation with the County, it may be deemed necessary to design culverts at a 100-yr storm so as not to overtop the roadway or negatively impact adjacent land owners any worse than existing conditions. Design work includes all applicable items from the following list:
 - A. Develop Project-specific hydrologic models, an existing model for the pre-Cameron Road conditions and a proposed model for the post- Cameron Road conditions to determine 25- and 100-year peak flow rates to use in the Culvert and Storm Sewer Design. For the existing condition, the peak flow rates will be compared against a second set of peak flow rates using recent TxDOT-USGS reports and recent regional regression equations for general reasonableness.
 - B. Prepare a summary letter report which will include tables showing results and calculations, models, exhibits (sub-areas and HEC-RAS cross sections maps) and methodology discussion.
 - C. If necessary, use the above proposed model to create a proposed model with any detention that will be required as part of the Project.
 - D. Prepare drainage area maps
 - E. Prepare plan/profile sheets for storm drain systems and layouts for outfall ditches and channels.
 - F. Prepare culvert layouts including both new and replacement structures.

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- G. Prepare details for items such as manholes, inlets, junction boxes, headwalls, and other end treatments. Includes BCS sheet. Use standard details from the COA, TxDOT or Austin District standards list where appropriate.
 - H. Prepare drainage details for outlet protection, outlet structures, and utility accommodation structures.
 - I. Identify areas requiring trench protection, shoring, and de-watering.
 - J. Identify potential conflicts, including utility conflicts and conflicts with proposed construction phasing plans.
 - K. Identify existing ground elevation profiles at right of way lines on storm sewer plan and profile sheets
 - L. Provide bridge inlet spacing and conduit flow requirements for the bridge design.
 - M. Submit drainage features to allow development of GEOPAK cross sections.
 - N. Determine if additional drainage easements are required. Assist roadway design team with identifying any necessary channel easements during the corridor selection process.
 - O. Preparation of Hydraulic Data Sheets for storm sewer design and any bridge-class culverts.
 - P. Adjust preliminary drainage design.
6. Develop and design stormwater detention necessary for application to the City of Austin Regional Stormwater Management Plan (RSMP). Design work includes all applicable items:
 - A. Meet with City staff to discuss RSMP pertaining to this Project.
 - B. Prepare and submit the RSMP application.
 - C. Address comments from City review and resubmit.
 7. Develop potential storm water quality BMP scenarios to include rain gardens, vegetative filter strips, vegetative channel, etc., for consideration on this Project. Present a short memo describing each method as well as the pro's and con's of each. Prepare typical schematic design showing all necessary features. This schematic will be presented to Travis County for acceptance.
 8. Develop the following plans:
 - A. Storm water pollution prevention plans (SW3P) and erosion control plans (collectively referred to as SW3P) for each phase of construction. Develop SW3P to minimize potential impact to receiving waterways and in conformation with the traffic control plans. Develop SW3P in conformance with the traffic control plans and TCEQ regulations in order to minimize potential impact to receiving waterways. Include text describing the plan, quantities, type, phase, and locations of erosion control devices and any required permanent erosion control measures. Include methods to allow for phased construction in keeping with new COA requirements.
 - B. Coordinate SW3P with the tree protection plans.
 - C. Plans for temporary drainage facilities. Develop plans for temporary drainage facilities necessary to allow staged construction of the project and to conform with the phasing of adjacent projects without significant impact to the hydraulic capacity of the area.
 - D. Temporary erosion control plans. Develop plans incorporating temporary storm water management devices including flexible sediment logs, silt fence, rock filter dams, sediment traps, flocculants, and stabilized construction entrance/exits.
 - E. Permanent erosion control plans. Develop plans showing proposed revegetation, including concrete riprap, rock rip-rap, seeding and sodding. .
 - F. Erosion Control Details. Develop details for related items not covered by existing County, City or TxDOT standard details.
 9. Design and detail water quality feature located parallel to the roadway or under the proposed bridge near each abutment. It is assumed that no structural walls will be required for water quality ponds. The work will include:
 - A. Calculate the required water quality pond volumes for each location.
 - B. Calculate the reduced runoff CN resulting from providing decentralized water quality volumes placed along the roadway which should result in a reduced requirement for detention.
 - C. Prepare water quality facility layouts.
 - D. Prepare water quality facility details for the filter and outlet structures.

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- E. Prepare drainage details for storm water quality features to possibly include pretreatment inlets, wet vaults, infiltration trenches, rainwater harvesting or other BMP's.
 - F. Prepare Miscellaneous details for special inlets and drainage structures. Consideration will be given to the use of stormwater pretreatment inlets that would exist just upstream of the traditional storm inlets.
 - G. Revise horizontal drainage alignment of water quality features.
 - H. Revise vertical drainage alignment of water quality features.
10. Prepare quantity summaries and cost estimates for all drainage, SWPPP and water quality items.
 11. Provide completed County SW3P sheets in the plan set.
 12. Prepare construction specifications for stormwater facilities. Assume that TxDOT's and, on a limited number of items, the City of Austin's specs and numbering system will be used.
 13. Sequence of work narrative describing all phases of drainage work, addressing measures of erosion and sediments controls.
 14. Deliverables:
 - Drainage report for Gilleland Creek crossings
 - Bridge scour analysis
 - Streambank stability design
 - Drainage area maps
 - Culvert layouts
 - Storm sewer plan/profile sheets
 - Storm sewer computations
 - Storm sewer details & standards
 - Storm water quality treatments
 - Storm water detention (to include RSMP application)
 - Storm water pollution prevention plans
 - Storm water quality BMP schematic and memo
 - Drainage summaries
 - Drainage specifications

SIGNING AND PAVEMENT MARKINGS

The Engineer will provide signing and pavement markings plan sheets for Cameron Road from the intersection with Gregg Lane on the southern end of the Project to SH 130 on the northern end of the Project. The signing standards will follow City of Austin standards.

1. Prepare drawings, specifications, and details for non-standard signs. Sign detail sheets should include the following items, as applicable:
 - A. Illustrations of non-standard proposed signs
 - B. Dimensions, lettering, , borders, and corner radii for small signs
2. Provide the following information on sign/pavement marking layouts:
 - A. Roadway layout
 - B. Centerline with station numbering
 - C. Right of way limits
 - D. Culverts and other structures that may present a traffic hazard
 - E. Existing signs to remain, to be removed, or to be relocated
 - F. Proposed small signs. Illustrate and number of all proposed signs
 - G. Proposed markings including pavement markings, object markings, and delineation. Illustrate and quantify all proposed markings
 - H. Direction of traffic flow on all roadways
 - I. Locations of any changes in the number of lanes
3. Detail permanent pavement markings and channelization devices on plan sheets.

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4. Select signs from the most recent TxDOT and COA standards.
5. Select sign supports from the most recent COA standards.
6. Select pavement markings from the most recent TxDOT or City of Austin standards.
7. Provide quantities for signing and pavement markings
8. Provide sign/pavement marking summary sheet.
9. Prepare summary of Small Signs.
10. Deliverables:
 - Signing and striping plan/profile sheets.
 - Signing and striping summary sheets.

TREE PROTECTION AND REPLACEMENT

Prepare tree removal calculations in accordance with Travis County Subdivision Standards, Chapter 82.973 of the Travis County Code, Tree Preservation Policy and City of Austin guidelines for tree preservation, mitigation, and/or removal.

Most of the trees within the corridor will require replacement in accordance with the City of Austin guidelines. It is anticipated that replacement of approximately 50% of the total caliper inches removed. City of Austin typically expects to see replacement trees installed with the Project that removed the existing trees. Proposed replacement trees will not be shown within the Project limits for Cameron Road. It is not anticipated that the plans show the location of replacement trees.

It is assumed that there are no Heritage Trees impacted by the Project, as defined by City of Austin, within the Project limits. The presence of Heritage Trees, impacted by the Project or within the Project limits may require modification of the PSA.

Provide the following services:

1. Provide limited assistance for evaluation of alternate street locations relative to the protection of existing trees including estimate for tree removal/replacement calculations.
2. Provide ongoing evaluation for protection of existing trees at the 90% phase of the Project.
3. Provide tree removal calculations for 90%/Permit and bidding submittals. Providing calculations in accordance with Chapter 82.973 (Travis County) and City of Austin tree preservation policy.
4. Provide response to Travis County permit review tree protection comments.
5. Provide applicable details, specifications and opinion of cost.
6. Develop sheets for tree removal calculations and tree protection plan at the 90% and final submittal stage only. No plan sheets will be developed for the 30% or 60% submittals.
7. Deliverables:
 - Tree removal schedule
 - Tree protection plans

MISCELLANEOUS

1. Perform site evaluation to verify existing conditions for roadway widths and lane configurations as they might impact traffic control considerations and overall phasing.
2. Develop possible phasing considerations based on the scope of construction.
3. Coordinate traffic control requirements with Travis County.
4. Provide typical retaining wall cross-sections for all retaining walls.
5. Provide layouts for retaining walls including mechanically stabilized earth walls (MSE), cantilever drilled shaft walls, tie-back walls, soil nail walls, temporary earth walls, or hybrid walls, as applicable.
6. Retaining wall layouts should include plan and elevation views containing the following information, as applicable:
 - A. Designation of reference line
 - B. Beginning and ending retaining wall stations and elevations

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- C. Offset of retaining wall from reference line
 - D. Horizontal curve data
 - E. Total wall length
 - F. Indication of face of wall
 - G. Wall dimensions, alignment relations, and alignment data
 - H. Top and bottom of wall profiles including soil core hole locations plotted at correct stations and elevations and at the same scale as the wall profile
 - I. Ground water observations and observation date
 - J. Details for uncontaminated subsurface drainage
 - K. Top of wall locations at each joint or interval
 - L. Existing and finished ground line elevations
 - M. Top and bottom of wall profiles
 - N. Limits of measurement for payment
 - O. Backfill requirements
 - P. Additional information necessary to stabilize portions of wall in flood plan, based upon geotechnical recommendations
7. Prepare a quantities summary sheet.
 8. Develop miscellaneous roadway details as applicable and roadway standards.
 9. Develop driveway details and summaries as required. Identify and provide designs for driveways that must be reconstructed to meet ADA requirements.
 10. Develop a traffic control plan (TCP) in accordance with the most recent edition of the *Texas Manual on Uniform Traffic Control Devices for Streets and Highways* (Texas MUTCD). Implement the current Barricade and Construction (BC) standards, as applicable. Interface and coordinate all phases of work, including the TCP, with engineers preparing PS&E for any immediately adjacent projects. Utilize TxDOT standards and details. TCP to be done through the use of typicals and standards to reduce the amount of sheet effort. The TCP should include the following information, as applicable.
 - A. Traffic control concepts and construction sequence phases.
 - B. Sequence of work narrative describing all phases of the TCP typically appearing in the construction contract proposal.
 - C. TCP layouts and details for all phases of construction will not be prepared. Instead the TCP will be detailed by general notes, a sequence of work, typical sections and standards. Include the following required information on:
 - i. Sequence of construction and method of handling traffic during each phase
 - ii. Provision of up to two special details to handle the transition of traffic during the construction of the connection between existing and proposed pavement
 - iii. Proposed traffic control devices at grade intersections. Traffic control devices include, but are not limited to, stop signs and flag personnel. No temporary traffic signals are anticipated for the sequencing of construction.
 - iv. Typical and design cross-sections at locations where detours are provided and as needed.
 - v. Road construction work hours for all phases of the TCP and as directed by the State
 - D. TCP quantities and summary of quantities sheet.
 - E. Construction time estimation using Critical Path Method (CPM).
 11. Attend meetings (2 hours each) with Travis County to coordinate and discuss traffic control layouts.
 12. Develop and assemble preliminary construction cost estimates at 30%, 60%, and 90% and final milestone submittals.
 13. Implement a quality assurance/quality control program and provide evidence of the internal review process in the form of a set of red-line mark-ups submitted at the 30%, 60%, 90% and 100% milestones. Provide a QA/QC certification letter signed by the person who reviewed the documents, and countersigned by the Project Manager.
 14. Assist the County in the development of a project manual by providing technical specification, special specification, special provisions, Project items, bid schedule, construction duration, bid tabulation and bid analysis.
 15. Deliver all electronic files upon Project letting and within 30 days of written request.

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BRIDGE DESIGN

1. Prepare bridge layout plans and elevations for each bridge in accordance with the most recent edition of TxDOT's Bridge Design Manual - LRFD, Bridge Project Development Manual, and Bridge Detailing Manual. Submit preliminary layouts to the County for approval prior to beginning structural detail design. The Gilleland Creek Trib 2 Bridge will be approximately 400' long and similar to the adjacent existing bridge. It is assumed that the Gilleland Creek Bridge will be approximately 400'-450' long to cross the floodway, and it will be determined at a later date whether the crossing will be a single structure carrying both directions of traffic or whether twin structures will be used. The engineer shall perform a cost comparison between a single structure versus twin structures.
2. The bridge layouts will include the following:
 - A. Bridge Plan and Profile views
 - B. Bridge Typical Sections
 - C. Separate bore log sheets, if necessary
3. Show the following information on each bridge layout plan view, as applicable:
 - A. Horizontal curve information
 - B. Horizontal, vertical, and template information for all roadways or railroads crossed
 - C. Bearing of centerline or reference line
 - D. Skew angle(s)
 - E. Slope for header banks and approach fills
 - F. Control stations and deck elevations at beginning and ending of bridge and at all intersections
 - G. Approach pavement and crown width
 - H. Width of bridge roadway, curbs, face of rail, shoulders, and sidewalks
 - I. Bridge end treatments including cement stabilized backfill details
 - J. Limits and type of riprap
 - K. Proposed features beneath structure
 - L. Location of profile grade line
 - M. North arrow
 - N. Typical bridge roadway section including preliminary proposed beam types and spacing
 - O. Cross-slope and superelevation data
 - P. Locations and calculated values of minimum vertical clearances. Dimension minimum vertical clearance to controlling features.
 - Q. Location of soil core holes, including station and offset
 - R. Bent stations and bearings
 - S. Retaining wall locations
 - T. Traffic flow directional arrows
 - U. Railing type(s)
 - V. Joint type and seal size, if used
 - W. Beam line numbers consistent with span details
 - X. Critical horizontal clearances, including distances to railroad tracks, nearby structures, and utilities
 - Y. Bearings of utilities
 - Z. Overhead sign bridge locations.
 - AA. Bridge inlet locations, types, and sizes if needed for water quality.
4. Show the following information on each bridge layout elevation view, as applicable:
 - A. Foundation type
 - B. Finished grade elevations at beginning and end of bridge
 - C. Overall length of structure
 - D. Lengths and types of spans and units
 - E. Railing type(s)
 - F. Locations of minimum vertical clearances. Dimension minimum vertical clearance to controlling features.

Contract No. 4400001021

- G. Existing and proposed ground lines
 - H. Grid elevations and stations
 - I. Bent numbers
 - J. Bridge stationing compatible with grid stations
 - K. Standard title
 - L. Profile grade data
 - M. Type of riprap
 - N. Soil core hole information with penetrometer test data shown at the correct stations, elevations, and scale (if this information does not clutter the sheets, otherwise it will be shown on separate sheets)
 - O. Dowel locations at all bents
 - P. Column "H" heights
 - Q. Number, size, and length of foundations
 - R. Overhead sign bridge locations
 - S. Design and 100-yr peak discharges
 - T. Design and 100-yr high water
 - U. Natural and through-bridge velocities for design and 100-yr floods
 - V. Calculated backwater for design and 100-yr floods
 - W. Direction of flow at waterway crossings
 - X. Contours at waterway crossings
5. Provide the following bridge detail sheets:
- A. Bore Log Sheets (if not provided on bridge layouts)
 - B. Estimated Quantities and Bearing Seat Elevation Sheets
 - C. Abutment Sheets
 - D. Interior Bent Sheets
 - E. Web Wall Detail Sheets
 - F. Beam Hold down Detail Sheets
 - G. Beam Layout Sheets
 - H. Pre-stressed Concrete I-Beam Unit Sheets
 - I. IBND Sheet
 - J. Bridge Standards and MOD Standards
6. Include in the PS&E package any special provisions and special specifications.
7. Include in the PS&E package total bridge quantities, bridge cost estimates, and bridge summary sheets for each bridge.
8. Coordinate with the geotechnical engineer any items necessary to provide adequate length of drilled shafts, scour mitigation and retaining wall design.
9. Deliverables:
- Bridge layouts (plan and elevation)
 - Bridge detail sheets
 - Bridge summaries

BID PHASE SERVICES:

Perform construction phase services described as:

1. Provide bidding support services, including assistance with responding to bidder questions.
2. Attend pre-bid.
3. Prepare addenda.
4. Tabulate and evaluate bids.
5. Recommend apparent responsible low bidder

CONSTRUCTION PHASE (SUPPORT) SERVICES:

The following list of services are to be provided on an as-needed basis if and when requested by the County

Contract No. 4400001021

and will be limited to the not-to-exceed sum of \$9,949.00. Any services resulting in fees in excess of \$9,949.00 will be requested and performed pursuant to a contract amendment processed in accordance with the PSA.

1. The Construction Materials Testing should be performed in accordance with the TxDOT Guide Schedule of Sampling and Testing dated August 2010.
2. Geotechnical representative to provide five (5) field visits during construction at the request of Travis County.
3. **Shop Drawing Review - Shop drawings requiring review may include, but shall not be limited to, the following items. Estimate 138 hours for shop drawing review.**
 - **Retaining walls panel layouts**
 - **Retaining wall coping**
 - **Concrete Mix Design**
 - **Bridge Rails and Railing Assemblies**
 - **Prestressed Beams**
 - **Elastomeric Bearing Pads**
 - **Concrete Box Culverts and Storm Drains**
 - **Reinforced Concrete Pipe**
 - **PVC Pipe**
 - **Manholes and Inlets**
 - **Headwalls and Wingwalls**
 - **Safety End Treatments**
 - **Frames, Grates, Rings and Covers**
 - **Conduit**
 - **Ground Boxes**
 - **Small Roadside Sign Supports and Assemblies**
4. **Shop drawings shall be reviewed as requested. The following procedures shall be used for the reviews:**
 - A. Review the drawings for conformity to the plans, specifications, and special provisions, as well as conformity to any subsidiary standards or criteria referred to by the plans, specifications or special provisions.
 - B. If the drawing is found to be in conformity, or an alternate design is adequate and acceptable, the drawing shall be marked "No Exceptions Taken" with signature, date and statement that "Review is only for general conformance with the design concept of the contract documents. Markings or comments shall not be construed as relieving the contractor from compliance with the Project plans and specifications, nor departures therefrom. The Contractor remains solely responsible for details and accuracy, for confirming and correlating all quantities and dimensions, for selecting fabrication processes, for techniques of assembly, for safety and for satisfactory performance of his work."
 - C. If there are only minor corrections, the incorrect information shall be crossed out and the correct information will be written next to the crossed out information. All the redlines shall be done in indelible red ink. The submittal shall be returned marked "Make Correction as Noted" and no re-submittal shall be required.
 - D. If the corrections are more significant and the Engineer does not concur with the information on the drawings, then the submittal shall be returned marked "Amend and Resubmit." The Drawings must then be resubmitted for a second review.
 - E. If the drawings are found not to be in conformity, the drawings shall be marked "Rejected See Remarks." An explanation of why the submittal was disapproved will be provided in enough detail for the Contractor to be able to make the corrections for re-submittal.
 - F. A cover letter will be returned with the reviewed drawings containing:

Contract No. 4400001021

- 1) A description of submittal;
 - 2) the status of the submittal;
 - 3) a listing of sheet numbers and titles reviewed;
 - 4) if the design reviewed was an alternate design, a notation declaring that an alternate design was presented and what criteria were used to determine if the alternate design is adequate and acceptable and;
 - 5) if the submittal was not accepted without exception, an explanation of the exceptions.
5. Preparation of Change Orders, Alternate Design or Additional Design Details:
If requested and not attributable to Errors and Omissions of the Consultant, the Engineer shall prepare a written Memorandum of Understanding (MOU) prior to the commencement of any task associated with a Change Order and submit to the County for approval. The MOU shall outline the work, time frame and level of effort associated with each individual task to ensure that both the Engineer and the County are in agreement as to the magnitude of the tasks.

The Engineer shall be available to prepare Change Orders, Alternate Designs or Additional Design Details as directed by the County or its representatives throughout the duration of the construction. The Engineer will document each Change Order, Alternate Design or Design Details in sufficient detail to allow the processing of the design refinement. The Engineer shall submit original mylar drawings and six copies of all Change Orders or designs requested by the County. In relation to preparation of Change Order documents, the Engineer shall be available to:

- prepare a Fair Construction Cost Estimate for the change
 - evaluate Contractor's proposed quotation against the Fair Construction Cost Estimate
 - submit recommendations to the County for final approval, and
 - assist the County and or its representatives in negotiating Change Order following approval
 - estimate 172 hours for Change Order processing
6. Respond to Questions related to the Plans - The Engineer shall be available to respond to questions related to the plans and specifications as needed throughout the duration of the construction. The Engineer will document each question in sufficient detail, formulate a response and submit a written version of the response to the County for distribution to all involved parties.
7. The Engineer representative to attend site visits as needed at the request of the County, estimated at six (6) site visits.
8. At the completion of pond construction, the County will provide survey information for the pond locations. With the County survey information, the Engineer will provide certification that the pond was constructed per plan.

Construction Administration

The Engineer shall not at any time supervise, direct, control, or have authority over any Contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the construction site, nor for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's furnishing and performing of his work. The Engineer will not bear any responsibility or liability for defects or deficiencies of the Contractor.

DELIVERABLES ITEMS REQUIRED FROM THE ENGINEER

1. Provide to the County an electronic deliverable (CD ROM) of all design documents (including standard drawings) for this Project upon Project completion.

Contract No. 4400001021

2. Text documents must be in Microsoft Word or Excel format as applicable. Schedules and CPMs must be in Microsoft Project Gantt chart format with tracking.
3. The Engineer will make 30%, 60%, 90% and 100% PS&E submittals. All submittals are intended as a means of obtaining County review comments which will be addressed in the subsequent submittals.
4. Assemble plans for Project milestones. Submit the following:
 - A. Six reproducible paper (11" x17") copies of the plans to the County Project Manager at the 30%, 60%, 90%, and 100% design completion stages.
 - B. One electronic copy of the plans in PDF format to the County Project Manager.
5. Deliverables included in milestone submittals:

A. Work Product 1 (Schematic Design & PS&E 30% Review Submittal)

One Open House meeting will be required in the development of Work Product 1. The 30% design submittal is to include preliminary engineering for the design elements required to fully address the Project scope. The requirements for the 30% design submittals as a minimum shall include the following:

- i. Open House Exhibits.
- ii. Roll plot of the schematic design for approval by Travis County.
- iii. Cover sheet indicating Project name and #; site location map; design speed; Project limits with beginning and ending stations; names and signature blocks for the Project owners/partners;
- iv. Index of Sheets and symbology legend of drawings to be included in the plan set.
- v. Project layout drawing;
- vi. Preliminary Typical sections showing proposed and existing conditions.
- vii. Preliminary plan and profile sheets showing existing conditions and how design speed, site distance, drainage, and environmental requirements are planned to be met as well as the proposed type and location of any significant structures to be included;
- viii. Preliminary Bridge locations and sizes
- ix. Preliminary culvert locations and sizes
- x. Preliminary retaining wall locations and sizes
- xi. Preliminary location and sizing of WQ facilities
- xii. Preliminary cross-sections for roadways showing existing ground conditions and depicting proposed conditions based upon preliminary alignments and typical sections;
- xiii. Identification of limits of construction and properties that may be affected by the proposed construction;
- xiv. Identification of existing easements and known utilities that may be affected by the proposed construction;
- xv. Engineer's estimate of costs along with an explanation of the method used and any assumptions that were made. Recommended changes for the parties to consider if a problem has been identified that could adversely affect the Project schedule or budget;
- xvi. Preliminary Environmental Report;
- xvii. Preliminary Geotechnical Report; including preliminary pavement design section based on stated assumptions which are based on known field conditions, historical or otherwise;
- xviii. Preliminary Environmental Constraints maps.
- xix. Preliminary list of required regulatory approvals and right-of-way takings
- xx. Updated list of permits and environmental clearances and approvals
- xxi. Updated Project schedule with status tracking
- xxii. Updated construction schedule
- xxiii. Recommended alignment

B. Work Product 2 (PS&E 60% Review Submittal)

The 60% drawings should address *all* major design issues and set direction for completion of the construction documents. The requirements for the 60% design submittals as a minimum

Contract No. 4400001021

shall include the following:

- i. Address comments from 30%.
- ii. Title sheet
- iii. Project Layout
- iv. Plan and profile
- v. Revised typical sections and cross sections to reflect more complete design
- vi. Intersection Layouts
- vii. Preliminary Drainage Design
- viii. Preliminary WQ design of selected types/methods
- ix. Traffic Control Plan
- x. Utility conflicts plan
- xi. AULCC documentation
- xii. individual utility company coordination efforts and status report matrix
- xiii. Draft specifications;
- xiv. Proposed construction schedule and sequence of work
- xv. Updated List of permits required and schedule for obtaining all permits/approvals/utility coordination required prior to bidding
- xvi. Completed engineering reports used in design (drainage report, geotechnical report, environmental studies, preliminary quantities, structural design, etc.)
- xvii. Engineer's estimate of costs along with an explanation of the method used and any assumptions that were made. Recommended changes for the parties to consider if a problem has been identified that could adversely affect the Project schedule or budget
- xviii. Preliminary ROW and easement map
- xix. Updated Project schedule with status tracking.
- xx. Draft Detour Plan, if applicable;

C. Work Product 3 (PS&E 90% Review Submittal)

The 90% complete drawings should be virtually "ready to bid" with minor revisions, no outstanding design issues, all work coordinated and illustrated on the drawing. A public meeting may be required. The requirements for the 90% design submittals shall be determined with TNR's Project Manager on a case-by-case basis but as a minimum shall include the following:

- i. Complete set of construction drawings with all details, cross-sections, profiles, quantities, and title sheet
- ii. Final ROW strip maps, sketches, & field notes
- iii. Full set of detailed specifications and index in bid-ready format (Microsoft Word format)
- iv. Detailed breakdown cost estimate and associated bid schedule in TNR's format
- v. Calculations for unit price quantities and final Engineering design calculations
- vi. List of permits secured and any permits/approvals pending, with projected delivery dates.
- vii. Utility conflicts plan
- viii. Final utility company costs, relocation plan and schedule, and documentation from each utility contacted and coordination services for utility relocation.
- ix. Final construction schedule/sequence of work.
- x. PDF files of all sheets (delivered on USB drive if preferred)

D. Work Product 4 (PS&E 100% Review Submittal)

- i. Provide final signed and sealed plans on mylars, specifications, estimates
- ii. Completed TDLR Project Registration Form
- iii. PDF files of all plan sheets
- iv. Provide quantities for all disciplines
- v. Prepare bid schedule
- vi. Provide copy of all permits

Contract No. 4400001021

- vii. Verification of property acquisitions needs and/or right-of-entries for the construction contract
- viii. List of any outstanding issues to be resolved before or during Project bidding process

E. Work Product 5 (Bid Phase and Construction Support Services)

- i. Provide bidding support services including assistance with responding to bidder questions
- ii. Preparing addenda
- iii. Tabulating and evaluating bids
- iv. Provide recommendation for award
- v. Respond to RFI
- vi. Review shop drawings
- vii. Assist in the preparation of change orders
- viii. Review and recommend response to all claims
- ix. Perform up to six (6) field visits at the request of the County and issue a field report
- x. Attend and respond to questions at the pre-bid and pre-construction meetings

Construction Phase Services – Clarifications. If Jacobs is called upon to observe the work of construction contractor(s) for the detection of defects or deficiencies in such work, Jacobs will not bear any responsibility or liability for such defects or deficiencies or for the failure to so detect. Jacobs shall not make inspections or reviews of the safety programs or procedures of the construction contractor(s), and shall not review their work for the purpose of ensuring their compliance with safety standards. Jacobs shall have no influence over construction means, methods, techniques, sequences or procedures. No fault or negligence shall be attributed to Jacobs based upon the acts or omissions of any construction contractors. Construction safety shall remain the sole responsibility of the construction contractor(s).

SERVICES NOT INCLUDED:

- 1. Subsurface Utility Exploration. May be performed upon request as an Additional Service in accordance with the PSA and, specifically, Exhibit 1.
- 2. Field staking of ROW or parcel lines for visual observation.
- 3. Field verification of tree subspecies by arborist.
- 4. Research and mapping of underground utilities (except those based on record drawings).
- 5. Surveys in support of SUE services provided by other consultants under separate contracts.
- 6. Construction phase surveying and other services or expenses which may become necessary for the completion of this Project but which are not reasonably anticipated at this time.
- 7. Assume no easements; license agreements, etc. are required for the installation of proposed trees for this Project.
- 8. Agency fees, if any, are not part of this proposal.
- 9. Preparation of a Conditional Letter of Map Revision (CLOMR) or a Letter of Map Revision (LOMR).
- 10. Illumination design.
- 11. Landscape plan to replace the trees removed as part of the Project.
- 12. It is anticipated the stormwater detention will be handled by participation in the City of Austin RSMP program. No stormwater detention pond design is included in this Scope of Services.
- 13. Development of environmental mitigation requirements.

Contract No. 4400001021

APPENDIX B

Organizational Chart with Key Personnel identified
(SEE SEPARATE SOQ SUBMISSION)

DRAFT

Contract No. 4400001021

APPENDIX C

CONSULTANT'S QUALIFICATIONS STATEMENT
(SEE SEPARATE SOQ SUBMISSION)

DRAFT

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

MEMORANDUM

DATE: June 3, 2013

TO: Marvin Brice, CPPB/Assistant Purchasing Agent

FROM: Steve Manilla, P.E., County Executive

SUBJECT: Recommendation for Award of Professional Services Contract
Cameron Road Improvements Project
Precincts One and Two

Pursuant to County practice, TNR hereby requests the Purchasing Department to present to the Commissioners Court a request for action on a motion to award a professional services contract to a consulting firm for services required for the development and delivery of construction documents for the Cameron Road Improvement Project.

Motion Request

Place an item on Commissioners Court Session Agenda requesting the following motion:

Consider and take appropriate action on a request to award a Professional Services Agreement contract to Jacobs Engineering Group, Inc. for the preparation of the construction documents for the Cameron Road Improvement Project located in Precinct One and Precinct Two.

Summary and Staff Recommendations

Jacobs Engineering group was determined to be the most highly qualified and best suited to prepare the construction documents for the proposed Cameron Road improvements. TNR and the Purchasing departments have finalized negotiation of the scope-of-services and the not-to-exceed fees for the Professional Services needed for the design and preparation of the construction documents and all other applicable documents for the Cameron Road Improvement Project from Gregg Lane to SH 130 in Precincts One and Two. TNR finds the proposed Scope-of-Services to be complete as anticipated and the fee proposals (attached here) to be within an acceptable range for the scope of services. TNR therefore recommends approving the award of the Professional Services Agreement (PSA) contract.

MT Item #10174

The not-to-exceed fee of \$1,534,412.00 ⁴ includes all sub-consultant fees and qualified reimbursable expenses as described in each scope of services. The consultant is expected to produce a constructible set of documents and all other documents necessary to get the project through all applicable jurisdictional review and permitting agencies. Additional services may be required if the need becomes warranted.

TNR further recommends that the contract be broken into separate phases, each for a specific Work Product. Each phase will require a separate Notice to Proceed from TNR as part of the final contract award action prior to the commencement of each Work Product, as was stated in the published Request for Qualifications (RFQ). This is understood and expected by the consultant and is reflected in their attached Scope of Services and Fee Proposals.

Background Information

The Cameron Road Improvement project was authorized and funded under the 2011 County Bond Election program. The project limits are from Gregg Lane to SH 130 shown in the Project Location Map attached hereto as Attachment "A". This section of Cameron Road is located in the north eastern sector of the county in both Precincts One and Two, for a project length of 2.3 miles. The existing portion of Cameron Road within these limits is a two-lane arterial, with the entire reach proposed to be a four-lane divided arterial (MAD-4) with accommodation for pedestrians and bicyclists. To bring this road up to current standards, some realignment will be required to provide improved safety around the existing roadway curves. This will comprise of an entirely new alignment through some of the adjacent properties. This project will also require coordination with the Texas Department of Transportation to accommodate the termination at SH 130. This project will require coordination with the Texas Department of Transportation to accommodate the termination at SH 130. Other agencies that may be consulted include the Texas Historic Commission, United States Army Corps of Engineers, Federal Emergency Management Agency, and the City of Austin. The design and permit acquisition phase is expected to take about 18 months. Permits and environmental clearances many times take longer than anticipated. The Right-of-Way (ROW) acquisition may take up to 12 months. The fact that some property owners have committed to donating some of the ROW may reduce this duration. With the road being left opened to traffic during construction, construction may take about 18 months.

Issues and Opportunities

This project was approved by the voters in the 2011 bond referendum. This project will improve existing Cameron Road from a two-lane road to a four-lane arterial between Gregg Lane and SH 130. Bicycle lanes and sidewalks will also be included in the roadway improvements design. The existing Cameron Road is a narrow and winding roadway, with 2-90 degree turns. The riding surface is bumpy due to the moisture sensitive high shrink swell clay soil underneath. Traffic on this roadway is expected to increase due to the newly constructed SH 130 at the northern end of project and the newly improved four-lane Howard Lane just below the southern project limit. Developments in the surrounding desired development zone are expected to pick up in the near future which will generated additional traffic loads onto this segment of road. This project also exemplifies Travis County's desire to collaborate with other entities and the public. A new Manor Independent School District (ISD) middle school is being planned at about midway along the project limits. As part of this consorted effort, the county is currently coordinating with the City of Austin to extend their waterline to the school site. The Manor ISD and some other property owners have expressed willingness, during the bond referendum public meetings, to donate the ROW needed for the road improvements from their respective properties. TNR will be pursuing these donations. If these materialize, not only will it result in a reduction of the

ROW acquisition period, but it will also amount to some savings to the county. The development process for this project will include a public involvement phase. During this period, the stakeholders and the general public will be included in the selection of the final alignment and they will also be informed of engineering findings of facts for both traffic and environmental impacts. This project will provide another important and needed north-south arterial in this sector of the county.

Budgetary and Fiscal Impact:

Funding for this project will come from voter approved 2011 Bond funds and is reserved in the following accounts:

| <u>Description</u> | <u>Financial Code #1</u> | <u>Financial Code #2</u> | <u>Total Amount</u> |
|--------------------|--------------------------|--------------------------|--------------------------|
| Fund Reservation | 0300000599 | 0300000599 | |
| WBS Element | RDCN.149.000016 | RDCN.149.000016 | |
| Fund | 4074 | 4083 | |
| Fund Center | 1490190000 | 1490190000 | |
| G/L | 522040 | 522040 44 | |
| Amount | \$1,319,868 | \$214,547 | \$1,534,415 ² |

Attachments:

1. Exhibit "A" - Project Location Map
2. Exhibit "B"- Scope of Services and Fee Proposal
3. Exhibit "C"- Proposed Roadway Section

Copy: Cyd V. Grimes, C.P.M., Purchasing Agent
Lee Perry, Construction Procurement Specialist, Purchasing
Hannah York, Auditor's Office
Cynthia McDonald, TNR Financial
Donna Williams-Jones, TNR Financial
Tawana Gardner, TNR Financial
Steve Sun, P.E., TNR Public Works
Chiddi N'Jie, P.E., TNR Public Works
Central Files: 3100/Cameron Rd/Design



Travis County Commissioners Court Agenda Request

Meeting Date: Tuesday, January 28, 2014

Prepared By/Phone Number: Sydney Ceder, 854-9882

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve Modification No. 2, an Assignment of Contract No. 440000218 from Airgas Southwest to Airgas USA, 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 contract provides medical, lab, welding gases & cylinder rental for Travis County.

This Modification No. 2 will approve assignment of Contract #440000218 to Airgas USA, LLC from Airgas Southwest. Airgas USA, LLC will assume all rights and responsibilities to Contract #440000218.

- **Contract Modification Information:**

Modification Amount: N/A

Modification Type: Requirements

Modification Period: January 28, 2014 – April 19, 2014

- **Funding Information:**

SAP Shopping Cart # / Funds Reservation #: N/A

Funding Account(s):

Comments:

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

MODIFICATION OF CONTRACT: 12T00121CW Medical, Lab, Welding Gases and Cylinder Rental Page 1 of 2
(SAP# 4400000218)

| | | |
|--|---|---|
| ISSUED BY: PURCHASING OFFICE P.O. BOX 1748 AUSTIN, TX 78767 | PURCHASING AGENT ASST: Sydney Ceder TEL. NO: (512) 854-9882 FAX NO: (512) 854-9185 | DATE PREPARED: December 12, 2013 |
| ISSUED TO: 1000019068 Airgas, Inc. dba Airgas USA, LLC Attn: Brent Sparks 259 N. Radnor Chester Road Radnor, PA 19087 | MODIFICATION NO.: 2 | EXECUTED DATE OF ORIGINAL CONTRACT: April 4, 2011 |

ORIGINAL CONTRACT TERM DATES: **April 20, 2012 – April 19, 2013** CURRENT CONTRACT TERM DATES: **April 20, 2012 – April 19, 2014**

FOR TRAVIS COUNTY INTERNAL USE ONLY: Original Contract Amount: N/A Current Modified Amount N/A

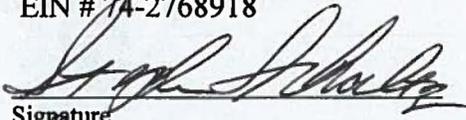
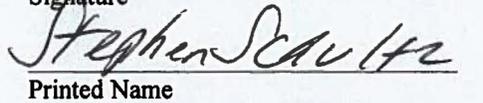
DESCRIPTION OF CHANGES: Except as provided herein, all terms, conditions, and provisions of the document referenced above as heretofore modified, remain unchanged and in full force and effect.

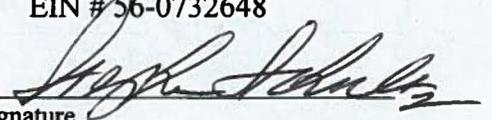
The above referenced contract is hereby modified to reflect the following changes effective December 9, 2013:

1) The Contractor's name on Contract No. 12T00121CW (4400000218) is changed as follows:

From: Airgas Southwest
11111 N. Lamar
Austin, Texas 78753
EIN # 74-2768918

To: Airgas, Inc. dba Airgas USA, LLC
259 N. Radnor Chester Road
Radnor, Pennsylvania 19087
EIN # 56-0732648

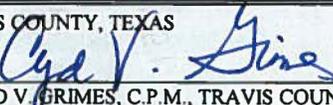

Signature

Printed Name


Signature

Printed Name

Note to Vendor:

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

| | |
|--|--------------------------------------|
| LEGAL BUSINESS NAME: _____ | <input type="checkbox"/> DBA |
| BY: _____ SIGNATURE | <input type="checkbox"/> CORPORATION |
| BY: _____ PRINT NAME | <input type="checkbox"/> OTHER |
| TITLE: _____ ITS DULY AUTHORIZED AGENT | DATE: _____ |
| TRAVIS COUNTY, TEXAS BY:  CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT | DATE: 1/16/14 |
| TRAVIS COUNTY, TEXAS BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE | DATE: _____ |

ASSIGNMENT OF CONTRACT

The parties to this Assignment of Contract (this "Assignment") are Airgas Southwest a corporation duly authorized and operating under the laws of the State of Texas ("Assignor"), and Airgas, Inc. dba Airgas USA, LLC a corporation duly authorized and operating under the laws of the State of Texas ("Assignee").

RECITALS:

- A. Travis County and Airgas Southwest entered into a written Contract for the provision of Medical, Lab and Welding Gases and Cylinder Rental (Contract No.12T00121CW, SAP#4400000218) on April 4, 2011, which is hereby incorporated by reference herein for all purposes (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 December 9, 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 12T00121CW, SAP #4400000218.

AIRGAS SOUTHWEST

By: Stephen Schube

Printed Name: Stephen Schube

Title & Date: Branch Manager 1-9-14

Attest: _____

Date: _____

AIRGAS, INC. DBA AIRGAS USA, LLC

By: Stephen Schube

Printed Name: Stephen Schube

Title & Date: Branch Manager 1-9-14

Attest: _____

Date: _____

By its signature below, Travis County signifies its consent to and approval of this Assignment from Airgas Southwest to Airgas, Inc. dba Airgas USA, LLC.

TRAVIS COUNTY, TEXAS

By: _____
Samuel T. Biscoe
Travis County Judge

Date: _____



Travis County Commissioners Court Agenda Request

Meeting Date: January 28, 2014

Prepared By/Phone Number: Michael Long/854 4850; Marvin Brice/854 9765

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve Contract No. 4400001860 for Child Care System Services, to Workforce Solutions Capital Area Workforce Board

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

The purpose of this program is to ensure child care continuity of service for low income families in Travis County in instances in which child care could otherwise be terminated as a result of federal Child Care Development Fund (CCDF) funding rules.

This program will serve as a temporary bridge for families who face a disruption of child care services. These low-income families will have to meet participation requirements: 25 hours per week of work or job training or an education program for a one-parent household or 50 hours for a two-parent household.

Quality child care will be provided for 108 children under the age of 6 or for children with a disability under the age of 19.

The goals of the program are to pilot and document the results of using non-federal funding to provide continuity of child care services.

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

➤ **Contract-Related Information:**

Award Amount: \$500,000

Contract Type: Social Services

Contract Period: January 28, 2014 – September 30, 2014

➤ **Contract Modification Information: NA**

Modification Amount:

Modification Type:

Modification Period:

➤ **Solicitation-Related Information: N/A**

Solicitations Sent:

Responses Received:

HUB Information:

% HUB Subcontractor:

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

Award has been protested; interested parties have been notified.

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

Comments:

➤ **Funding Information:**

SAP Shopping Cart #: FR#300001018

Funding Account(s): 1580540001

Comments:



**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) 279-1608**

DATE: January 15, 2014

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

FROM: 
Sherri E. Fleming, County Executive
Travis County Health and Human Services and Veterans Service

SUBJECT: Approval of a Nine Month Social Service Contract with Workforce Solutions Capital Area Workforce Board

Proposed Motion:

Consider and take appropriate action regarding Travis County Health and Human Services and Veterans Service request to approve a single term contract with a social service agency.

Summary and Staff Recommendation:

The department recommends the Workforce Solutions Capital Area Workforce Board receive funding to provide Child Care Continuity Services. The purpose of the program is to ensure child care continuity of service for low income families in Travis County in instances in which child care would otherwise be terminated as a result of federal Child Care Development Fund (CCDF) funding rules. This program will serve as a temporary bridge for families who face a disruption of child care services. This funding strategy promotes continuity of care for children, a critical factor of quality in early care and education; and to prevent care disruption, which hinders family capacity to gain or maintain employment.

The program will provide services to Travis County low-income families who meet participation requirements: 25 hours per week of work or job training or an education program for a one-parent household, 50 hours for a two-parent household. Parents

must meet the above participation UNLESS they are engaged in a 90 day work search or experiencing a temporary reduction in work or school hours. Quality child care will be provided for 108 children under the age of 6 or for children with a disability under the age of 19.

ISSUES AND OPPORTUNITIES:

The goals of the program are to pilot and document the results of using non-federal funding to provide continuity of child care for families at risk of discontinuation and to demonstrate to efficacy of using non-federal funding to bridge families' access to child care between federal funding eligibility or until the family can be economically self - sufficient.

FUNDING IMPACT AND SOURCE OF FUNDING:

The contract amount is \$500,000. The funds reservation number is 300001018.

Contract Term:

January 2014 through September 2014

CC: Nicki Riley, C.P.A., Travis County Auditor
Patti Smith, Chief Assistant, Travis County Auditor
Kapp Schwebke, Financial Auditor Analyst IV, Travis County Auditor
Mary Etta Gerhardt, Assistant County Attorney

Marvin G. Brice, CPPB, Asst. Purchasing Agent, County Purchasing Office
Shannon Pleasant, Purchasing Agent Asst., County Purchasing Office
Aerin Toussaint, Budget Analyst Sr., Planning and Budget Office
Lisa Sinderman-Glass, Financial Analyst Lead, Finance Division, TCHHSVS
LaDonna Brazell, Contract Compliance Specialist, Finance Division, TCHHSVS
San Juana Gonzales, Contract Compliance Specialist, Finance Division, TCHHSVS
LaTrice Johnson, Contract Compliance Specialist, Finance Division, TCHHSVS
Caula McMarion, Accountant, Finance Division, TCHHSVS
Jim Lehman, Division Director, Family Support Services, TCHHSVS
Kathleen Haas, Financial Services Manager, Finance Division, TCHHSVS
Deborah Britton, Division Director, Community Services, TCHHSVS

SOCIAL SERVICES AGREEMENT

BETWEEN

TRAVIS COUNTY

AND

**WORKFORCE SOLUTIONS CAPITAL AREA
WORKFORCE BOARD**

FOR

CONTINUITY OF CHILD CARE SYSTEM SERVICES

CONTRACT NO. 4400001860



Travis County Purchasing Office

SOCIAL SERVICES CONTRACT
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**CONTRACT FOR
SOCIAL SERVICES
BETWEEN TRAVIS COUNTY AND
WORKFORCE SOLUTIONS CAPITAL AREA WORKFORCE BOARD**

I. PARTIES

This Contract ("Contract") is entered into by the following Parties: Travis County, a political subdivision of the State of Texas ("County") and Workforce Solutions Capital Area Workforce Board ("Contractor").

II. RECITALS

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

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

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

Pursuant to the terms of this Contract, Contractor will provide personal and professional services which will further the achievement of a public purpose.

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

III. DEFINITIONS

1.0 CONTRACT DEFINITIONS. In this Contract,

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

1.2 "Contract Funds" means all funds paid by County to Contractor pursuant to this Contract (including grant funds, if specifically identified).

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

1.4 "County Auditor" means Nicki Riley, the Travis County Auditor, or her successor or designated representative.

1.5 "County Department," "Department" and/or "TCHHS/VS" mean the office of Travis County Health and Human Services & Veterans Service.

1.6 "County Executive" means Sherri Fleming, County Executive, Travis County Health and Human

Services & Veterans Service, or her successor or designated representative.

1.7 "County Purchasing Agent" means Cyd Grimes, the Travis County Purchasing Agent, or her successor or designated representative.

1.8 "Eligible Client" means a person who meets any specific eligibility criteria described in this Contract and who meets statutory and/or Contract requirements necessary to receive services under this Contract.

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

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

1.10.1 Paying or receiving in any fiscal year any money or valuable thing which is worth more than \$250 in the aggregate in exchange for personal services or for purchase of any property or property interest, either real or personal, either legal or equitable; or

1.10.2 Loaning or receiving a loan of money, or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than \$250 in the aggregate in a calendar year;

1.10.3 but does not include:

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

1.10.3.2 any financial services product sold to a Key Contracting Person for personal, family-or-household purposes in accordance with pricing guidelines applicable to similarly situated individuals with similar risks as determined by Contractor in the ordinary course of its business; and

1.10.3.3 a transaction for a financial service or insurance coverage made on behalf of Contractor if Contractor is a national or multinational corporation by an agent, employee or other representative of Contractor who does not know and is not in a position that he or she should have known about the Contract.

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

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

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

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

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

IV. KEY PROVISIONS

2.0 CONTRACT TERM

2.1 **Initial Term.** The Parties agree that this Contract will continue in full force for the Initial Term which begins January 28, 2014, and terminates September 30, 2014, unless earlier terminated by the Parties pursuant to the terms of this Contract.

2.2 **Renewal Term(s)**

2.2.1 **Written Renewal.** This Contract may only be renewed by written agreement executed by County and Contractor.

2.2.2 **Renewal Provisions.** Upon the approval by the Commissioners Court of continued funding during the budget process related to any Renewal Term, and within the limits of that budgetary approval, this Contract may be renewed by written agreement signed by County and Contractor for whatever time period is agreed to in writing by County and Contractor. The exercise of any option to renew under this provision will be with the understanding that all terms and conditions remain unchanged and in full force and effect, unless this Contract is specifically amended pursuant to this Contract. Non-competitive renewal will be based upon the Contractor's positive performance and County's continuing need for the services as determined by County. Contractor understands and agrees that this Contract is for the Initial Term only, and that there is no guarantee or agreement that any renewal term(s) will be granted by County; each renewal term is subject to County funding approved by the Commissioners Court and the decision to renew an individual contract based on need and performance, as determined by County.

3.0 **CONTRACT FUNDS**

3.1 **Contract Funds Amount.** During the Initial Term, County will make available for payment to Contractor for services provided pursuant to the terms of this Contract funds in an amount not to exceed:

\$500,000

4.0 **AMENDMENTS, CHANGES OR MODIFICATIONS**

4.1 **Written.** Unless specifically provided otherwise in this Contract, any changes, modifications, alterations, additions or deletions ("Amendment") to the terms of this Contract will be made in writing and signed by both Parties in order to be of any force or effect.

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

4.3 **Non-Compliance.** Contractor agrees that any action taken by Contractor which does not comply with the terms of this Contract subjects Contractor to disallowance of payments related to such actions and possible termination of this Contract. Verbal discussion or other indications of changes to this Contract will NOT be effective.

4.4 **Submission.** Contractor will submit any requests for an Amendment of the terms of this Contract to the County Purchasing Agent with a copy to the County Executive. Upon agreement by the County Department, the request may be presented by the Purchasing Agent to the Commissioners Court for consideration. No changes will be effective as to County until approved in writing by Commissioners Court (or Purchasing Agent under Section 4.5). Written requests for Contract Amendment must be received by the County Department and Purchasing Agent prior to the desired effective date of the change (with sufficient time for County processing) and no later than sixty (60) days prior to the end of the Contract Term for which the Amendment is sought. Failure to meet this deadline may result in the denial of the request for the Amendment. In no event will an Amendment be granted after the expiration of the applicable Contract Term.

4.5 **Purchasing Agent Authority.** Contractor understands and agrees that the Purchasing Agent has authority to approve certain Amendments subject to applicable law (specifically, the County Purchasing Act, TEX. LOC. GOVT CODE, Chapter 262, and other applicable law) and County policy. Within that authority, the Purchasing Agent may approve Amendment requests under this Contract as authorized, and will advise Contractor as to the decision to use that authority upon submission of the request for the Amendment. At any time, the Purchasing Agent may elect to submit any request to the Commissioners Court for approval, regardless of the authority of the Purchasing Agent to sign the Amendment.

5.0 **ENTIRE AGREEMENT**

5.1 **All Agreements.** The Parties agree that all oral and written agreements between the Parties to this Contract relating to the subject matter of this Contract that were made prior to the execution of this Contract have been reduced to writing and are contained in this Contract. Outside discussion or other written or verbal communications not included in this Contract are **NOT** a part of this Contract (either at the time of this Contract or at any time during any Contract Term).

5.2 **Attachments.** The attachments listed below are a part of this Contract and constitute promised performances by Contractor in accordance with all terms of this Contract. If any Attachment is not applicable to this Contract, the cover sheet for the Attachments will show "Not Applicable." References to "Contract" in this agreement will include reference to all of the attachments to this Contract.

| | | |
|--------|--------------|--|
| 5.2.1 | Attachment A | 2014 Program Cover Page - Form # 2 |
| 5.2.2 | Attachment B | 2014 Program Work Statement - Form # 3 |
| 5.2.3 | Attachment C | 2014 Program Budget - Form # 4 |
| 5.2.4 | Attachment D | 2014 Program Budget Narrative - Form # 5 |
| 5.2.5 | Attachment E | 2014 Total Program Staff Positions and Time - Form # 6 |
| 5.2.6 | Attachment F | 2014 Total Program Funding Summary - Form # 7 |
| 5.2.7 | Attachment G | 2014 Subcontracted Expense Form - Form # 8 |
| 5.2.8 | Attachment H | 2014 Performance Measure Definition Tool - Form # 9 |
| 5.2.9 | Attachment I | Insurance Requirements |
| 5.2.10 | Attachment J | Ethics Affidavit |
| 5.2.11 | Attachment K | 2014 Debarment Form (See Section 15.4) |

The Parties agree that the above Financial Report/Forms (Attachment I) may be sample in nature and that specific forms may be adjusted, added or deleted by mutual agreement of the Parties.

V. **FINANCIAL PROVISIONS**

6.0 **CONTRACT FUNDS**

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

\$500,000

6.2 **Financial Limitations.**

6.2.1 **County Budget.** Contract Funds will be provided as further set forth in Attachment C, "Program Budget," of this Contract. Contractor agrees that the sum stated in Sections 3.0 and 6.1 is the maximum amount available to be paid by County to Contractor during the Initial Contract Term unless the Contract is changed pursuant to Section 4.0, "Amendment." The total costs of this Contract will in no

event exceed or be interpreted to obligate the County beyond the amount included in the County's budget and designated for this purpose in any Fiscal Year/budget period unless or until an increase in the County budget is approved by the Commissioners Court and the appropriate Amendment to this Contract is executed. Any amendment to this Contract which adds County funds to the Contract will be considered to have amended the not to exceed amount set forth in this Contract by that amount. If this Contract is renewed under Section 2.2, it is understood and agreed that the amount set forth in the Contract, including the "Program Budget," will be amended, as necessary, for each Renewal Term in the Renewal Term Amendment to reflect those amounts approved by the Commissioners Court in its budget process for that Contract Term.

6.2.2 Budget Period Limits. Contractor expressly agrees that County funding obligations can ONLY be incurred for the portion of any Contract Term corresponding to a time period included in the approved budget for any one Fiscal Year.

7.0 INVOICING AND REQUEST FOR PAYMENT

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

7.2 Timely Filing of Request.

7.2.1 Filing. The Payment Request forms will be filed with TCHHS/VS within fifteen (15) days of the end of the month for which services are provided. Any delay by Contractor in the filing of the complete and correct Payment Request forms may impact the ultimate receipt of payment by Contractor. County will pay Contractor for authorized expenditures (as defined by this Contract and approved by the County) reported in that Payment Request within thirty (30) days of receipt by TCHHS/VS of that complete and correct Payment Request in accordance with the Prompt Payment Act (TEX. GOVT. CODE, Chapter 2251).

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

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

7.4 Contractor Corrections. If County determines that corrections and/or changes to the Payment Request are necessary, the Payment Request will be returned to Contractor. Those corrections or changes must be made by Contractor and returned to County prior to the Payment Request being certified by County for payment as complete and correct. If the completion of those corrections and/or changes by Contractor and subsequent re-submission to TCHHS/VS result in the delay of the certification of a Payment Request (or "invoice") by County, Contractor understands and agrees that the time for payment under the Prompt Payment Act (TEX. GOVT. CODE, Chapter 2251) will not begin to run until that invoice has been corrected so that it is, as determined by County Department, correct and complete as necessary for certification by County.

7.5 County Correction. At any time that County discovers a discrepancy in an invoice that would result in Contractor receiving up to Five Dollars (\$5.00) less than the amount invoiced, County may contact Contractor for written permission (via email or fax) to adjust the invoice according to the County's determination. Upon receipt of such written permission, County may adjust the invoice as agreed to by Contractor, and Contractor agrees to accept the resulting payment as payment in full; no further accounting will be made nor will any future payments be adjusted related to the amount so waived by Contractor under this provision. Contractor understands and agrees that consent under this Subsection 7.5 constitutes a complete and total waiver of the amount deducted from the total invoiced amount. This provision allowing for correction by County of a Payment Request will ONLY apply where the County's determination of money to be paid to Contractor is less than the total amount shown on the Payment Request; at any time that the discrepancy involves an increase in the amount to be paid, the Payment Request will be returned to Contractor for correction.

8.0 CONTRACT FUNDS RESTRICTIONS

8.1 County Payment.

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

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

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

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

8.3 Allowable Costs - Direct Performance. Costs will be considered allowable only if, as determined by County, those costs are:

- (a) incurred and paid by Contractor directly and specifically in the performance of this Contract;
- (b) incurred and paid by Contractor pursuant to all requirements of this Contract;
- (c) incurred and paid by Contractor in conformance with budget documents attached hereto and in accordance with generally accepted accounting principles;
- (d) included and identifiable in Contractor's budget document attached to this Contract as required in this Contract; and
- (e) incurred and paid as set forth in Section 8.1.1, and other applicable provisions.

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

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

8.5.1 **Facilities.** Alteration or relocation of facilities.

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

8.5.3 **Out Of County Travel.** Out of County travel will only be approved/reimbursed pursuant to Section 8.6.

Any costs which are described by this Subsection 8.5 which are incurred by Contractor without the required approval may be considered disallowed, and may not be paid by County; or payment may be delayed. Specific inclusion in the budget document included in the Contract of any of the above will be considered approval by County.

8.6 **Out of County Travel Expenses.**

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

8.6.2 **Budget.** Travel will be considered approved only if the expense of such travel is included in Contractor's budget and the details of the travel have been provided according to the approved budget. If the travel has not been completed and included as a part of this Contract in the approved budget, then the Contractor will complete and submit Contractor's travel form to County through the County Department for written approval by the County Executive or their designated representative prior to the travel taking place. Contractor agrees to provide such information within a timeframe that will allow sufficient time for review and approval by County Department prior to incurring such expense or risk the travel expense being disallowed. Expenses set out in the Contractor's travel form must fall within the amount set forth in Contractor's budget for travel and must meet all rules and requirements of the current Travis County Budget Rules and Travel Guidelines, currently found at the following:

http://www.co.travis.tx.us/planning_budget/fy14/budget_rules.pdf

Contractor is responsible for obtaining and invoicing according to the most recent version of the applicable Travis County rules and guidelines.

8.6.3 **Failure to Obtain Approval.** Any costs incurred related to travel without the approval required under this Section 8.6 may be considered disallowed and may not be paid by County; or payment may be delayed. If travel expenses are incurred as a result of Contractor's failure to cancel arrangements in time to secure a refund, County will only reimburse if that failure is a result of an unavoidable emergency. An "unavoidable emergency" under this provision will be a situation determined by County to relate to circumstances that are clearly beyond the control of the traveler, such as illness or injury. Complete

documentation of such claim of unavoidable emergency will be submitted by Contractor and County will make the final determination as to the decision to reimburse Contractor for the expense (in whole or in part).

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

8.7 **Overtime Compensation.** Contractor may use Contract Funds to pay overtime and/or the associated fringe benefits on such overtime only if the overtime meets the following requirements, as determined by County:

- (a) Amount is included in the Contractor's budget; and
- (b) Amount is actually incurred by a Contractor employee who holds a position which is included in the budget for reimbursement by County Funds (as documented by a signed timesheet); and
- (c) Amount is incurred as a necessity in the provision of direct services provided under this Contract; and
- (d) Contractor maintains and implements a written policy concerning overtime compensation which manages and controls the use of overtime to minimize the need for overtime compensation.

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

- (a) Other Post Employment Benefits (OPEB) for employees whether or not those costs are for current year benefits, prior year benefits, or future year benefits.
- (b) Employee recognition, rewards, or awards other than performance pay pursuant to written compensation schedules.
- (c) Entertainment and gifts, including meals or beverages, even if related to a business purpose. This subsection (c) notwithstanding, the Contract will pay for an employee's own meal and beverage expenses incurred during out-of-County trips or conferences related to services provided under this Contract if properly budgeted and if incurred according to the Contractor's travel policy as approved by County pursuant to Section 8.6.
- (d) Legislative consultant services.
- (e) Donations to non-profit or private organizations.
- (f) Legal services provided to Contractor
- (g) General consulting services that are not directly provided as a specific program service.
- (h) Purchases of any non-expendable Capital Acquisition as defined in Section 14.6.
- (i) Expenditures made in violation of any law or regulation applicable to Contractor and/or services provided under this Contract.

9.0 **RETURN OF CONTRACT FUNDS**

9.1 **Contractor Liability.** Contractor will be liable to County and refund money paid to Contractor upon a determination by County that payment either:

- 9.1.1 has resulted in overpayment,
- 9.1.2 has not been spent strictly in accordance with Contract terms,
- 9.1.3 exceeds the total expenditures actually reported by Contractor,
- 9.1.4 is to be disallowed pursuant to financial, performance and/or compliance audit(s), or
- 9.1.5 was inappropriately transferred according to Section 11.0.

9.2 **Return of Funds.** Return of funds under this Section 9.0 will be made by Contractor to County within thirty (30) days of written request by County. County may offset the amount of any funds owed under this

Section against the next or any future payment to Contractor under this or any subsequent contract if the return of funds is not made within that thirty (30) day period.

10.0 AUDIT

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

10.1.1 Single Audit.

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

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

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

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

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

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

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

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

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

consideration and resolution by County or its authorized representative. Failure to provide such reports in a timely manner may result in delay of payment, suspension or termination of the Contract by County. Reports may be in either hard copy or electronic form, unless otherwise requested by County.

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

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

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

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

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

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

10.4 Contractor Audit Records.

10.4.1 Content. Records of Contractor, its subsidiaries, Subcontractors and affiliates subject to audit will include accounting records, written policies and procedures, subsidiary records, correspondence, and any other records which are pertinent, as defined by County, to revenue and related costs and expenses of this Contract. This includes, to the extent such detail will properly identify all revenues, all costs, including direct and indirect costs of labor, material, equipment, supplies and services and all other costs of expenses of whatever nature relating to this Contract (all the foregoing to be referred to as "Records").

10.4.2 Access. Contractor grants access and the right to examine, copy or reproduce all Records pertaining to this Contract.

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

11.0 TRANSFER OF FUNDS.

11.1 Transfer of Funds Without Amendment. Notwithstanding Section 4.0, and as specifically applicable, Contractor may transfer funds without a written amendment to this Contract ONLY if ALL of the following

requirements are met:

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

11.1.2 Contractor submits a budget revision form and obtains County's approval of such revisions prior to the submission of the Contractor's first monthly billing to the County following the transfer which will reflect such changes; and

11.1.3 Contractor submits no more than two (2) budget revision requests during a Contract Term, with one request allowed during the first six (6) months of the Contract Term, and the second submitted no later than sixty (60) days prior to the end of the Contract Term.

11.2 **Disallowed Expense.** Contractor agrees that failure to meet the requirements of Section 11.1.1 – 11.1.3 may result in any transfer of funds being disallowed; as such, the disallowed amount may not be paid by County. If County determines that payment has been made incorrectly for expenses in violation of this Section 11.0, Contractor agrees to refund such payment in full to County within twenty (20) days of written request by County for such refund.

12.0 **FORMS**

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

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

13.0 **OUTSTANDING DEBT.**

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

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

13.2.1 Disbursements to persons with certain outstanding debt is prohibited by Section 154.05 of the Texas Local Government Code and will not be made under this Contract.

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

until:

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

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

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

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

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

VI. RESPONSIBILITIES AND OBLIGATIONS OF CONTRACTOR

14.0 CONTRACTOR PERFORMANCE

14.1 Services and Activities.

14.1.1 Requirements. During any Contract Term, Contractor will perform, in a satisfactory manner as determined by County services and activities in accordance with all terms of this Contract.

14.1.2 Failure to Perform. In the event of Contractor's non-compliance with any term of this Contract County may impose such sanctions as determined to be necessary by County, including the following:

- (a) Withholding of payments to Contractor under the Contract until Contractor complies with the term of the Contract;
- (b) Suspension, termination or cancellation of the Contract, in whole or in part.

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

14.2 Policies.

14.2.1 General Policies. The Contractor is required to maintain written policies and procedures approved by its governing body and to make copies of all policies available to the County Department upon request. At a minimum, written policies will exist in the following areas: Financial Management;

Subcontracting and/or Procurement; Equal Employment Opportunity; Personnel; Client and Personnel Grievance (as further set forth in Section 14.2.2); Nepotism; Non-Discrimination of Clients; Drug Free Workplace; the Americans With Disabilities Act; and any other policies or procedures as might be required by law or reasonably required by County.

14.2.2 Grievance Policies.

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

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

14.3 Contractor Communication. Contractor and County agree that, unless otherwise designated specifically in any provision, all communication, requests, questions, or other inquiries related to this Contract will initially be presented by Contractor to the County Department through the County Executive. Any reference in this Contract to communication with County, distribution to County or other interaction with County will be assumed to be made through TCHHS/VS unless specifically stated otherwise.

14.4 Miscellaneous Provisions.

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

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

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

14.5 Directors' Meetings. Contractor will keep on file copies of notices of Directors' Meetings, Board Meetings, or Subcommittee or Advisory Board meetings and copies of minutes from those meetings. Upon request by County, copies of any of the above will be provided to County Department.

14.6 Capital Acquisition Property ("Property"). Capital Acquisition Property may NOT be purchased with Contract funds. For purposes of this Contract, "Capital Acquisition Property" (or "Property") is defined as any

tangible non-expendable property with a value of more than \$500.00.

14.7 **Long-Term Strategic Planning.** Contractor agrees to participate to the extent possible in any long-term strategic planning process as developed and/or requested by County. This requirement includes making a good faith effort to join in the efforts of others identified by County as working to further the purpose of the County's TCHSVS programs and reasonable submission of data and other information to third parties utilized by County to monitor and evaluate services provided under this Contract.

14.8 **Insurance.**

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

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

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

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

14.9 **Indemnification and Claims.**

14.9.1 **INDEMNIFICATION.** Contractor agrees to and will indemnify and hold harmless County, its officers, agents, and employees, from and against any and all claims, losses, damages, negligence, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees ("claims"), for injury to or death of any person, for any act or omission by Contractor, or for damage to any property, arising out of or in connection with the work done by Contractor under this Contract, whether such injuries, death or damages are caused by Contractor's sole negligence or the joint negligence of Contractor and any other third party. This indemnification will also apply to any claims arising in connection with any alleged or actual infringement of existing license, patents or copyrights applicable to materials used or produced under this Contract.

14.9.2 **Claims Notification.** If Contractor receives notice or becomes aware of any claim, or other action, including proceedings before an administrative agency, which is made or brought by any person, firm, corporation, or other entity against Contractor or County, Contractor will give Department written notice within three (3) working days of being notified of this claim or threat of claim. Such notice will include: written description of the claim; the name and address of the person, firm, corporation or other entity that made or threatened to make a claim, or that instituted or threatened to institute any type of action or proceeding; the basis of the claim, action or proceeding; the court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and the name or names of any person against whom this claim is

being made or threatened. This written notice will be given in the manner provided in Section 26.0 of this Contract. Except as otherwise directed, Contractor will furnish to County copies of all pertinent papers received by Contractor with respect to these claims or actions.

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

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

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

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

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

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

14.12 **Miscellaneous Responsibilities.**

14.12.1 **Employee Offenses.**

(a) Client Contact. Contractor agrees that no Employee ("Employee" being defined under this Section 14.12.1 as including volunteers or other persons working under the direction of Contractor in the provision of services under this Contract in a manner which involves direct Client contact) will provide services in a manner which involves direct Client contact if that Employee has been convicted of having committed an offense of abuse, neglect, or exploitation or an offense against the person, an offense against the family, or an offense involving public indecency under the TEXAS PENAL CODE.

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

(c) Waiver. In any circumstance under which Contractor believes that specific fact situations warrant a waiver of the requirements of this Subsection 14.12.1, in whole or in part, Contractor may present the details of such circumstance in writing to County, through the County Executive, for a determination as to such request for waiver.

(d) Subcontractors. This Section 14.12.1 will also apply to any employees of Subcontractors who have direct Client contact, and Contractor will ensure that all Subcontractors have procedures in place to ensure compliance with this Section 14.12.

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

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

15.0 WARRANTS, AND ASSURANCES

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

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

employees, agents, or associates.

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

15.4 **Debarment, Suspension and Other Responsibility Matters**. This Section 15.4 provides for compliance with certification requirements under 15 CFR Part 26, "Government-wide Debarment and Suspension." Contractor, by signing this Contract, hereby warrants and certifies that, to the best of its knowledge and belief, it and its principles:

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

(b) have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b); and

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

Contractor agrees to provide a signed Debarment Certification Form (Attachment L) to County prior to provision of services under this Contract. Where Contractor is unable to certify to any of the statements in this Section 15.4, Contractor will provide a written explanation of such inability prior to the effective date of this Contract for County's consideration and evaluation with the understanding that such may result in termination of this Contract by County. Contractor will advise County in writing at any time that the status of certification under this Section 15.4 changes.

16.0 **COMPLIANCE**

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

16.2 **Confidentiality**

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

16.2.2 Limited Access. Prior to a scheduled monitoring or audit, Contractor agrees to submit to County, in writing, any relevant requirement precluding County's access to Eligible Client information including the correct citation of the legal authority on which Contractor relies to support its claim that County is prohibited from access to the client information.

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

16.2.4 Collaboration. If applicable, Contractor will execute and have on file copies of memorandums of understanding or other agreements with other governmental entities within Travis County and/or the City of Austin with whom Contractor will be sharing or obtaining participant information related to enrollment of Clients for services provided under this Contract ensuring that any such sharing or obtaining of information is done according to all applicable laws, rules and regulations and with necessary agreements in place.

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

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

17.0 RETENTION AND ACCESSIBILITY OF PROGRAM, CLIENT & FISCAL RECORDS

17.1 Retention of Records

17.1.1 Time Requirement. Contractor will create and maintain all records and reports required and/or produced relevant to performance under this Contract, including those specifically set out in this Section 17.0, until all evaluations, audits and other reviews have been completed and all questions or issues (including litigation) arising from those evaluations, audits and reviews are resolved satisfactorily to County, or three (3) years after the end of the final Contract period, whichever occurs later. Failure at any time to deliver reports, records or notifications, as required by this Contract may, upon written notification by County, result in delay of payment and/or suspension or termination (in whole or in part) of this Contract by County.

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

17.2 Client Records. Contractor will create and maintain all records regarding Eligible Clients that include the information on which Contractor relies to determine the Client's eligibility, all records and reports necessary, as determined by County, to evaluate the effectiveness of the services provided under this Contract

(including, at a minimum, the services provided, the cost of providing services, and follow-up information about the effect of the services on the Eligible Client as shown by selected indicators), and all records related to performance under this Contract. Contractor will maintain all medical records in accordance with all applicable statutes (including HIPAA) and regulations governing medical information. Requirements for Client Records will be as follows:

17.2.1 Unduplicated Client Records. Unduplicated Client Records will be created and maintained for services provided separately to individual clients. Contractor will maintain records for those Eligible Clients participating in programs designated by County Department from which an Unduplicated Client count can be determined. If Contractor is not clear on what constitutes an "Unduplicated Client," Contractor is responsible for consulting with County for a determination. Contractor will maintain a separate record for each unduplicated client which will contain information such as the following (unless otherwise prescribed by County):

- (a) Name
- (b) Application date
- (c) Residential address and phone number
- (d) Date of Birth
- (e) Household Income
- (f) Eligibility information
- (g) Service rendered
- (h) Any support documentation
- (i) Family status
- (j) Number in household
- (k) Enrollment Date
- (l) Exit Date

Each Unduplicated Client reported in the Performance Report for designated programs will correspond to a separate client record and support the services rendered to that Unduplicated Client. Other client data collection may be added by County as determined to be reasonably necessary by County. Contractor will, at a minimum, create and maintain documentation necessary to support client eligibility determination where applicable and as set forth in Attachment B, Program Work Statement.

AND/OR:

17.2.2 One-Time Services. In addition to, or instead of (as applicable) those records required under Section 17.2.1 for services provided separately to individual clients as required under this Contract (including Attachment B, Program Work Statement), Contractor will create and retain records indicating the number of recipients of one time services such as information and referral services, group education services, outreach education, crisis/help lines, anonymous services, provision of food, clothing and one-time basic needs services. Such records will show the number of clients served and the type of Contract services provided. An individual Unduplicated Client record for these recipients is not required. Other Eligible Client records will be created and maintained by Contractor at County's request.

Contractor may provide services to Unduplicated Clients and/or One-Time Clients, depending on the requirements of this Contract, and must create and maintain required documentation/records for all services provided.

17.3 Fiscal Records. Contractor will create and maintain all fiscal records and documentation required under this Contract and as necessary, as determined by County, to support performance of this Contract.

17.4 Access. Contractor will give County, or any of its duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, program materials (such as curriculum and distributed materials) and other papers, things, or property belonging to or in use by Contractor pertaining to this Contract at reasonable times and for reasonable periods. These rights to access will continue as long as the records are required to be retained by Contractor, and for any additional time period that the records are retained by Contractor.

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

18.0 **REPORTING REQUIREMENTS**

18.1 **Performance Reports.**

18.1.1 **General Performance Reports.** Contractor will submit data in accordance with the terms of Attachment H, "Performance Measure Definition Tool," in Quarterly Performance Reports to be delivered to TCHHS/VS as required by County within fifteen (15) days after the end of the quarter to which the report relates.

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

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

18.3 **Final Close-Out Report.** Contractor will deliver a close-out report as required by TCHHS/VS no later than sixty (60) calendar days following the termination of any Contract Term (Initial and/or Renewal). County will provide Contractor with a packet containing information required for the Final Close-Out Report immediately following the end of a contract term. Contractor agrees to return the completed packet within forty-five (45) days of receipt.

18.4 **Financial Reports.** Upon request by County, Contractor will deliver to TCHHS/VS copies of all Board approved financial reports, to include the Contractor's Year-to-Date Balance sheet and income statement.

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

18.6 **Changes in Reports.** Contractor will promptly provide TCHHS/VS with written reports of any changes in any of the information, reports, and/or records provided to County pursuant to this Contract.

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

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

18.9 **Other Funding Sources.**

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

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

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

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

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

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

VII. RESPONSIBILITIES AND OBLIGATIONS OF COUNTY

19.0 LIMITATIONS

19.1 County Approval

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

19.1.2 Responsibility and Liability. Approval of County, and/or payment under this Contract by County, will not constitute nor be deemed a release of the responsibility and liability of Contractor, its employees, agents or associates for the accuracy and competency of their reports, information, documents, or services, nor will approval be deemed to be the assumption of such responsibility by County for any defect, error, omission, act or negligence or bad faith by Contractor, its employees, agents, or associates.

20.0 COUNTY OBLIGATIONS

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

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

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

VIII. SUSPENSION/TERMINATION

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

22.0 TERMINATION

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

22.1.1 **Failure to Comply.** Contractor has failed to comply with any term or condition of this Contract and/or make those corrections required by this Contract;

22.1.2 **Beneficial Results.** County finds that Contractor is not producing results pursuant to the terms of this Contract that are sufficiently beneficial to warrant continued expenditure of Contract Funds.

22.1.3 **County Funding Out.** During any budget planning and adoption process, the Commissioners Court fails to provide funding for this Contract;

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

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

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

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

claim(s) under this Section 22.3 have been established to County's satisfaction.

22.4 **Mutual Termination.** Any Party has the right to terminate this Contract, in whole or in part, when the Parties agree that the continuation of the activities funded under this Contract would not produce beneficial results commensurate with the further expenditure of funds; provided that both Parties agree, in writing, upon the termination conditions, including the effective date of the termination; the provisions under which termination will be accepted; and, in the case of partial termination, the portion of the Contract to be terminated.

22.5 **Correction.** At any time that County provides Contractor with notice of termination, if County affords Contractor the option to cure, as stated in that notice, Contractor may avoid the termination of this Contract if Contractor corrects the causes for the reasons for termination stated in the notice to the satisfaction of County, as determined by County, prior to the effective date of termination, or an extended date if agreed to in writing by the Parties.

22.6 **Results of Termination.**

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

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

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

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

IX. MISCELLANEOUS PROVISIONS

23.0 INDEPENDENT CONTRACTOR.

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

24.0 SUBCONTRACTS

24.1 **Prior Approval.** Contractor will not be reimbursed for costs incurred by any Subcontractors for any service or activity relating to the performance of this Contract without the prior written approval of such Subcontract or the prior written waiver of this right of approval from County through the Purchasing Agent. Approval of this Contract will constitute approval as required by this Section 24.1 for those Subcontracts/Subcontractors specifically identified in the Contract terms, including the Attachments. Contractor will provide County written notification of any change in vendor or subcontractor (including consultants) which has been identified in Contractor's budget prior to submission of a Payment Request related to such vendor or subcontractor in order to ensure timely payment.

24.2 **Contractor Responsibility.**

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

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

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

(b) Agreement:

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

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

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

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

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

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

(vii) to assure Contractor's ability to meet all Contract requirements, including reporting requirements.

24.3 **Contract Limitation.** This Contract sets out the agreements and obligations between County and

Contractor only, and does not obligate County in any way to any of Contractor's Subcontractors, nor to any other third party. This Contract creates no third party beneficiary rights as between County and any of Contractor's Subcontractors or any other party. Contractor has the sole responsibility for payment for services rendered by Subcontractors. County will not under any circumstances be liable to Contractor's creditors or Subcontractors for any payments under this Contract. Contractor agrees to include notice of the requirements in this section in every Subcontractor agreement.

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

24.5 **Level of Service.** Contractor will ensure the provision of timely and quality professional services by individuals, agencies, or other Subcontractors which will meet or exceed applicable licensing and regulatory and professional standards applicable to the service provided and will provide County relevant documentation of such licenses upon request.

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

25.0 **MONITORING**

25.1 **County Monitoring.** County reserves the right to perform periodic on-site monitoring of Contractor's (and Subcontractors') compliance/performance with the terms of this Contract, and of the adequacy, effectiveness and timeliness of Contractor's performance under this Contract. Such monitoring visit(s) may include review of any and all performance activities as well as any and all records or other documentation maintained in relation to Contractor's (and Subcontractors') performance under this Contract; review of all Contract issues identified by County, including administrative, fiscal and programmatic matters; and any; and all areas of performance and reporting. Within sixty (60) days of each monitoring visit, County will provide Contractor with a written report of the monitor's findings. If the report notes deficiencies in Contractor's performances under the terms of this Contract, it will include requirements and deadlines for the correction of those deficiencies by Contractor. Contractor will take action specified in the monitoring report prior to the deadlines specified. Failure to make required changes in a timely manner may result in termination of the Contract by County. County may provide technical assistance to Contractor and may request changes in Contractor's accounting, administrative and management procedures in order to correct any deficiencies noted.

26.0 **NOTICES**

26.1 **Requirements.** Except as otherwise specifically noted in this Contract, any notice required or permitted to be given under this Contract by one Party to the other will be in writing and will be given and deemed to have been given immediately if delivered in person to the address set forth in this section for the Party to whom the notice is given, or on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the Party at the address specified as follows:

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

Sherri Fleming, County Executive (or her successor)
Travis County Department of Health & Human Services, and Veterans Services
502 Highland Mall Blvd.
Austin, Texas 78752

and
P. O. Box 1748
Austin, Texas 78767

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

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

and

Cyd Grimes, Purchasing Agent (or her successor)
Travis County Purchasing
P. O. Box 1748
Austin, Texas 78767

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

Elaine Clark
Workforce Solutions Capital Area Workforce Board
6505 Airport Blvd., Suite 101-E
Austin, Texas 78752

26.4 **Information Changes.**

26.4.1 **Types of Changes.** Contractor will notify County of any changes effecting the Contractor or information provided under this Contract, including:

- (a) address; name of Director and/or Chairman of the Board; and name of organization; any information set forth in Attachment A; and
- (b) actual identity (due to sale, assignment or other transaction); ownership; control; and assignment.

26.4.2 **Notice.** Written notice of any change of information under Section 26.4.1 will be given to the County Purchasing Agent and County Executive (pursuant to Section 26.2). Such notice will include all relevant information and documentation evidencing the change (including the effective date of such change), and must be provided immediately (but no later than 20 days prior to the effective date of the change).

26.4.3 **Effect.** Failure to provide such notice may result in delay in payment.

26.4.4 **Approval.** All such changes must be approved by the Purchasing Agent and/or Commissioners Court. Changes in information under Section 26.4.1(a) may be approved by the Purchasing Agent by administrative modification; changes in information under Section 26.4.1(b) must be approved by County pursuant to Section 28.0.

26.5 The Parties agree that certain performance reporting materials may be transmitted to County via email, unless County specifically requests otherwise.

27.0 **PROHIBITIONS**

27.1 **County Forfeiture of Contract.** If Contractor has done business with a Key Contracting Person as listed in Exhibit "A" to Attachment K during the 365 day period immediately prior to the date of execution of this

Contract by Contractor or does business with any Key Contracting Person at any time after the date of execution of this Contract by Contractor (including business done during any Renewal Term of this Contract) and prior to full performance of this Contract, Contractor will forfeit all County benefits of this Contract and County will retain all performance by Contractor and recover all considerations, or the value of all consideration, paid to Contractor pursuant to this Contract. Contractor will notify County of any change in the information submitted with this Contract as to the Ethics Affidavit within twenty (20) days of such change throughout the Initial Term and/or any Renewal Term.

27.2 Conflict of Interest.

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

27.2.2 Questionnaire. If required by Chapter 176, Texas Local Government Code, the Contractor will complete and file a Conflict of Interest Questionnaire with the County Clerk, Elections Division, 5501 Airport Blvd., Austin, 78751. The Contractor will update this Questionnaire by September of each year for the duration of this Contract as required by Chapter 176 of the Local Government Code. In addition, if any statement on this submitted Questionnaire becomes incomplete or inaccurate, the Contractor will submit an updated Questionnaire. The Contractor should note that the law requires the County to provide access to this Questionnaire on the official Travis County Internet website.

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

27.4 Gratuities. County may cancel this Contract if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by Contractor or any agent or representative of Contractor to any County official or employee with a view toward securing favorable treatment with respect to the performing of this Contract. In the event this Contract is cancelled by County pursuant to this provision, the County will be entitled, in addition to any other rights and remedies, to recover from Contractor a sum equal in amount to the cost incurred by Contractor in providing such gratuities. Contractor's employees, officers and agents will neither solicit nor accept gratuities, favors or anything of monetary value from Subcontractors or potential Subcontractors. Contractor will establish safeguards to prohibit its employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

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

28.0 ASSIGNABILITY

28.1 Written Approval. County will not recognize assignment [including all changes set forth in Section 26.4.1(b)] by Contractor of any of the rights or duties created by this Contract without the prior written approval of

such assignment by County through a written document signed by both Parties. This provision includes assignment, sale, merger or any other action resulting in any change in the status of Contractor. Submission of a request for approval under this Section 28.1, "Assignment," will be made in writing to the Purchasing Agent and the Purchasing Agent and Department will submit to Commissioners Court for approval according to County procedures. Failure to secure the approval required in this Section 28.1 may result in delay of payment or other sanctions.

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

29.0 **LEGAL AUTHORITY**

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

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

29.3 **Suspension.** County will have the right to suspend or terminate this Contract without further liability to County if there is a dispute as to the legal authority of either Contractor or the person signing this Contract to enter into this Contract or to render performances under it. Contractor and any person signing this Contract are liable to County for any money disbursed by County for performance of the provisions of this Contract, if County has suspended or terminated this Contract for breach of Section 29.1 or Section 29.2.

30.0 **INTERPRETATIONAL GUIDELINES**

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

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

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

31.0 **OTHER PROVISIONS**

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

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

31.3 **Non-Waiver of Default.** Failure on the part of any Party to enforce any provision of this Contract or any payment, act or omission by any Party will not constitute or be construed as a waiver of any provision of this Contract.

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

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

31.6 **Severability.**

31.6.1 If any portion of this Contract is ruled invalid by a court of competent jurisdiction, the remainder of it will remain valid and binding.

31.6.2 Any alterations, additions or deletions to the terms of this Contract which are required by changes in federal or state law or regulations are automatically incorporated into this Contract without written amendment and will become effective on the date designated by such law or regulations. If federal, state or local laws or other requirements are amended or judicially interpreted so as to render continued fulfillment of this Contract, in whole or in part, on the part of either Party, substantially unreasonable or impossible, and if the Parties should be unable to agree upon any amendment that would therefore be needed to enable the substantial continuation of the services contemplated in this Contract, the Parties will be discharged from any further obligations created under the terms of this Contract (as to the part rendered unreasonable or impossible to fulfill, or the entire Contract, if applicable), except for the equitable settlement of the respective accrued interests or obligations incurred up to the date of termination.

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

31.8 **Sectarian Activity.**

31.8.1 **Religious Influence.** Within the limits and understandings set forth in Section 31.8.2, Contractor will ensure, and require all Subcontractors to ensure, that provision of services under this Contract will be carried on in a manner free from religious influence. Contractor will not execute any agreement with any primarily religious organization to receive Contract Funds from Contractor unless the agreement includes provisions such as those set forth in this Section 31.8 or as provided by County, to effectuate this assurance. Contractor will submit such agreements to County prior to the release of Contract Funds to such Subcontractor.

31.8.2 **Charitable and Faith-Based Contractors.** Contractor and County agree to be bound by the

requirements of the Civil Rights Act, Section 702 [U.S.C., Section 2000E-1(a)], applicable regulations, including 34 C.F.R., Section 74.44, 75.52, 75.532, 76.52, 76.532, 80.36, and all related laws, rules and regulations ("702 Laws") as to Subcontractor(s) and Contractor respectively; and Contractor will include the following requirements in any Subcontract under this Contract.

(a) A religious organization that enters into a contract with County (or Subcontractor who enters into a Subcontract with Contractor) does not by so contracting lose exemption provided under 702 Laws regarding employment practices or provision of services.

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

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

31.8.3 Client Advisement. Contractor will reasonably apprise all Eligible Clients of the requirements in this Section 38.8, and will ensure the provision of services pursuant to these provisions:

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

31.9 Contractor Information Materials. In any publicity or other information materials prepared or distributed by or for Contractor (such as websites, brochures and signage), the funding through County will be mentioned as having made the project or services possible. Prior to publication, presentation or any disbursement of such publicity, Contractor must provide a copy of the final form of the publicity and secure the approval of the County Executive. When appropriate as determined by County Executive, Contractor will publicize the services and activities of Contractor under this Contract as supported by County.

31.10 Disputes.

31.10.1 Contract Issues. At any time that Contractor has an issue, problem, dispute, or other question ("issue") concerning this Contract, Contractor may first contact County through County Department/County Executive. Contractor will provide written notice of the issue to County Department/County Executive, with such written notice including a specific written description of the issue as well as the Contractor's desired resolution of the issue. Contractor and County will make a good faith effort to resolve the issue to their mutual satisfaction in a timely manner. It is understood and agreed that any resolution of the issue which necessitates a change in any term or condition of this Contract, including a waiver of any term or condition, will be handled only as a written amendment pursuant to Section 4.0 of this Contract. Any issue not resolved satisfactorily to both Parties under this Section 31.10.1 may be addressed pursuant to the following provisions of Section 31.10 of this Contract.

31.10.2 Dispute Resolution - Administration by Purchasing Agent. When the Contractor and/or County have been unable to successfully resolve any question or issue related to this Contract presented to the County under Section 31.10.1, the Contractor or County will then present the matter to the Purchasing Agent by providing the Purchasing Agent with written notice of the dispute. Such notice will contain a specific written description of the issues involved as well as the Contractor's requested resolution of the dispute and any other relevant information which Contractor or County desires to include. As of the receipt of such notice

by the Purchasing Agent, the Purchasing Agent will act as the County representative in any further issuances and in the administration of this Contract in relation to the described dispute. Unless otherwise stated in this Contract, any document, notice or correspondence in relation to the disputes at this stage not issued by or to the Purchasing Agent may be considered void. If the Contractor does not agree with any document, notice or correspondence relating to the dispute issued by the Purchasing Agent or other authorized County person, the Contractor must submit a written notice to the Purchasing Agent with a copy to the County Executive within ten (10) calendar days after receipt of the document, notice or correspondence, outlining the exact point of disagreement in detail. The Purchasing Agent will issue a written notice of the final resolution of the dispute to the Contractor within thirty (30) days of receipt of the initial written notice of dispute by the Purchasing Agent. If this final resolution does not resolve the dispute to the Contractor's satisfaction, Contractor may submit a written Notice of Appeal to the Commissioners Court through the Purchasing Agent. The Purchasing Agent will provide a copy of such response to the County Executive. This Notice of Appeal must be submitted within ten (10) calendar days after receipt of the unsatisfactory final resolution. Contractor then has the right to be heard by Commissioners Court and the Purchasing Agent will coordinate placing the matter on the Commissioners Court agenda.

31.10.3 **Mediation.** If the Contractor is not satisfied with the resolution of the dispute pursuant to previous provisions of Section 31.10, Contractor will notify the County Executive, and, if mediation is acceptable to both Parties in resolving the dispute arising under this Contract, the Parties agree to use the Dispute Resolution Center of Austin, Texas, or another mediation group as chosen by County and approved by Contractor, as the provider of mediators for mediation as described in the TEX. CIV. PRAC. AND REM. CODE, Section 154.023. Unless both Parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation will remain confidential as described in TEX. CIV. PRAC. AND REM. CODE, Section 154.073, unless both Parties agree, in writing, to waive the confidentiality.

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

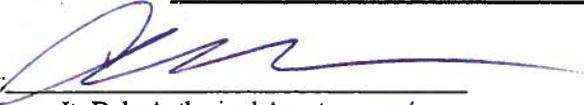
31.12 **County Public Purpose.** By execution of this Contract, the Commissioners Court hereby finds that the issues, problems and needs to be addressed by the services to be provided under the terms of this Contract constitute a significant public concern impacting members of the indigent population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

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

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

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

CONTRACTOR: WORKFORCE SOLUTIONS CAPITAL AREA WORKFORCE BOARD

By: 

Its Duly Authorized Agent

Printed Name: Alan J. Miller

Title: Exec Director

Date: 1-21-14

TRAVIS COUNTY

By: _____

Samuel T. Biscoe
County Judge

Date: _____

County Approvals:

As to Legal Form:

Assistant County Attorney Date: _____

Funds Certified By:

Nicki Riley, County Auditor Date: _____

Purchasing:

Cyd Grimes, Purchasing Agent Date: _____

ATTACHMENTS

| | |
|--------------|--|
| Attachment A | 2014 Program Cover Page - Form # 2 |
| Attachment B | 2014 Program Work Statement - Form # 3 |
| Attachment C | 2014 Program Budget - Form # 4 |
| Attachment D | 2014 Program Budget Narrative - Form # 5 |
| Attachment E | 2014 Total Program Staff Positions and Time - Form # 6 |
| Attachment F | 2014 Total Program Funding Summary - Form # 7 |
| Attachment G | 2014 Subcontracted Expense Form - Form # 8 |
| Attachment H | 2014 Performance Measure Definition Tool - Form # 9 |
| Attachment I | Insurance Requirements |
| Attachment J | Ethics Affidavit |
| Attachment K | 2014 Debarment Form (See Section 15.4) |

Form # 3: PROGRAM WORK STATEMENT
for 2014 Social Service Contracts (8-month) funded by Travis County

Date prepared: 12/04/2013

Instructions: Please answer the following questions as they pertain to only those programs and services in which Travis County invests. Note: the information contained in this document will be used in reports to the Travis County Commissioners Court and the community.

Agency: Workforce Solutions Capital Area Workforce Board
Program: **Continuity of Child Care System Services**

Program goals and objectives:

Briefly describe the goals and objectives of the services purchased by Travis County in this contract.

The purpose of the program is to ensure child care continuity of service for low income families in Travis County in instances in which child care would otherwise be terminated as a result of federal Child Care Development Fund (CCDF) funding rules. These funds are in place as a temporary bridge for families who face disruption of childcare. This funding strategy promotes continuity of care for children – a critical factor of quality in early care and education; and to prevent care disruption – which hinders family capacity to gain or maintain earnings.

Program Goals:

1. Pilot and document the results of using non-federal funding to provide continuity of child care for families at risk of discontinuation.
2. Demonstrate the efficacy of using non-federal funding to bridge families' access to child care between federal funding eligibility or until the family can be economically self-sufficient.

Program clients served:

Describe the eligibility requirements to participate in the program or in each component of the program (for example: Travis County residency, income level, age).

To participate in the program, a child must:

- Be under 13 years of age or be a child with a disability under 19 years of age;
- Reside in Travis County;
- Reside with parents who require child care in order to work, obtain work, or attend a job training or educational program;
- Reside with parents who meet participation requirements: 25 hours per week of work or job training or an education program for a one-parent household, 50 hours for a two-parent household. Parents must meet the above participation UNLESS they are:
 - Teen parents enrolled in a Travis County ISD or other household members;
 - Engaged in a 90-day work search; or
 - Experiencing a temporary reduction in work or school hours.
- Reside with a family whose family income does not exceed 200% of the Federal Poverty Income Guidelines (FPIG).

Priority of Child Care Continuity Services Funding will be allocated to Travis County residents who are:

- Enrolled in CCDF or Local Match funded programming; and
- Enrolled with the highest quality providers in the CCS system (4 Star and Accredited Providers); and

- At risk of termination from child care due to one or more circumstances listed below as a "gap."

"Gaps" created for continuity of care by CCDF funding rules include (but may not be limited to) the following circumstances:

1. Parent ineligibility to receive child care if unemployed at the time of workforce training completion;
2. Parent mandatory "30-day sit out period" as a result of 30 or more Child Care Attendance Automation (CCAA) non-swipes in a 12-month period;
3. Parents terminated from child care for non-payment of Parent Share of Cost (PSOC) when there is a documented hardship for the parents;
4. Parents who fail to maintain the required participation requirements for employment or education

Eligible families can participate in Child Care Continuity Services with the following limitations¹:

- 90-day work search: one (1) time per family per year;
- 90-day reduction in school or work hours: one (1) time per family per year;
- 30-day "sit out period" as a result of 30 or more CCAA non-swipes: one (1) time per family per year;
- Coverage on non-payment of PSOC to prevent termination: three (3) payments per family per year (with documentation of hardship).

Program services and delivery:

Describe the Travis County funded services and how they are provided by the agency. Provide enough detail so that the contract reviewer is able to have a comprehensive understanding of your services and how they are delivered to clients.

The funds will be used to purchase direct child care services provided by Texas Rising Star child care providers and other Accredited providers. Using the monthly expenditure reports, at the third and sixth month benchmarks, Workforce Solutions will utilize all funding by the end of the contract period.

Travis County funds will be used to ensure child care continuity of service for low income families in Travis County in instances in which child care would otherwise be terminated. Eligibility criteria are described in the "program clients served" section of this work statement.

A dedicated Child Care Navigator will ensure that families are able to access Child Care Continuity Services. This Navigator will, at minimum:

- Serve as an advocate for families to continue their child care services using Child Care Continuity Services;
- Serve as case manager for families, collaborating with TMC/Child Care Systems (CCS) Customer Service Representatives (the subcontracted local vendor that administers CCDF dollars);
- Collect, analyze and report data related to the families served through Childcare Continuity Services funding;

¹ These limitations are not applicable to the children of teen parents enrolled and attending at Travis County ISD or other household members.

- Ensure that clients are connected to the range of other workforce “system” services that may complement their education or employment goals.

Service coordination and collaboration strategies:

Describe how the agency coordinates its services with services being provided by other agencies and describe how the agency collaborates with other agencies. If you are not currently collaborating with other agencies, what is your plan for increasing collaboration?

This program is a collaborative effort between Travis County and Workforce Solutions Capital Area Workforce Board (WFS), and addresses a top community priority – to increase local investments and create local flexibility in child care subsidies. Locally generated funds from Travis County will provide child care assistance to eligible families.

This will be the initial year for Child Care Continuity Services. In this pilot year, program staff, program funders, and other collaborative and funding partners currently engaged in the School Readiness Action Plan Leadership Team (see Community Planning Activities) will monitor results of this strategy (using non-federal funding to provide continuity of child care for families at risk of discontinuation), and based on results, will plan for collaborative expansion of this strategy.

OUTPUT Performance Measures (replace the blue text and shaded spaces below with the actual wording of your measures and their corresponding 8-month goal amounts):

Please enter the output performance measures to be reported for your program. You must report the number of unduplicated clients served by funding source and at least one other output. Actual total program performance data for these outputs will be reported in the quarterly program performance reports.

| <u>OUTPUT # 1</u> | <u>Travis County Annual Goal</u> | <u>All Other Funding Sources Annual Goal</u> | <u>TOTAL (Travis County + All Other) Annual Goal</u> |
|--|----------------------------------|--|--|
| Number of unduplicated children served | 108 | 0 | 108 |

| <u>OUTPUT # 2</u> | <u>Travis County Annual Goal</u> | <u>All Other Funding Sources Annual Goal</u> | <u>TOTAL (Travis County + All Other) Annual Goal</u> |
|--|----------------------------------|--|--|
| Number of unduplicated children enrolled whose parents are engaged in a 90-day work search | n/a* | 0 | n/a* |

| <u>OUTPUT # 3</u> | <u>Travis County Annual Goal</u> | <u>All Other Funding Sources Annual Goal</u> | <u>TOTAL (Travis County + All Other) Annual Goal</u> |
|--|----------------------------------|--|--|
| Number of unduplicated children enrolled who would otherwise be in a “30-day sit out period” due to Child Care Attendance Automation (CAA) non-swipe | n/a* | 0 | n/a* |

| <u>OUTPUT # 4</u> | <u>Travis County Annual</u> | <u>All Other Funding Sources Annual Goal</u> | <u>TOTAL (Travis County + All Other) Annual</u> |
|-------------------|-----------------------------|--|---|
|-------------------|-----------------------------|--|---|

| | | | |
|---|------|---|------|
| | Goal | | Goal |
| Number of unduplicated children enrolled whose parents face termination due to nonpayment of parent share of cost (PSOC). | n/a | 0 | n/a |

| | | | |
|--|----------------------------------|--|--|
| OUTPUT # 5 | <u>Travis County Annual Goal</u> | <u>All Other Funding Sources Annual Goal</u> | TOTAL (Travis County + All Other) Annual Goal |
| Number of unduplicated children enrolled whose parents have fallen outside of Child Care Development Fund (CCDF) -funding work or school participation requirements. | n/a | 0 | n/a |

***Output goals are listed as n/a due to this being a pilot year for this program. The data collected will serve as a baseline for the possibility of future funding.**

(If approved for additional Output measures, copy and paste the blocks above and re-number accordingly)

OUTCOME Performance Measures (replace the blue text in the left column below with the actual wording of your measures' numerators, denominators, and outcome rates):

*Please enter the outcome performance measures to be reported for your program. For any outcome which will not have a percentage rate, use only the first (numerator) row and edit as needed. In the middle column's shaded blocks, include the corresponding 8-month goal amounts and percentages (as applicable) for each line. **If an Outcome will NOT be reported every quarter, in the right column indicate for which quarterly report(s) you WILL be reporting that measure (for example, you might report for Q2 and Q4 only).***

| | | |
|--|----------------------------------|---|
| Total Program Performance – OUTCOME # 1 | <u>Total Program Annual Goal</u> | If not reported every Quarter, in which Quarter(s)? |
| Number of unduplicated children served (i.e. provided continuous care that otherwise would have been destabilized) | 108 | |
| Number of children facing termination from care due to Child Care Development Fund (CCDF) ineligibility | 920 | |
| Percentage of children provided continuous care that otherwise would have been destabilized | 12% | |

(If approved for additional Outcome measures, copy and paste the blocks above and re-number accordingly)

Community planning activities:

Describe your agency's involvement in community planning activities that are specific to the services provided under this contract.

- A. Early Childhood Stakeholders – School Readiness Action Plan Leadership Team:** This steering group uses a results-based accountability framework to map strategies designed to strengthen Travis County's early childhood community.
- B. City of Austin Early Childhood Council:** The TMC/CCS (the subcontracted local vendor that administers CCDF dollars) QC3 Program Coordinator and/or Workforce Solutions Capital Area Workforce Board's childcare quality improvement staff attends all meetings and present information at the Council's request.
- C. Child Care Community Input:** TMC/CCS seeks provider and community input in developing/

implementing child care quality improvement activities. Workforce Solutions board and TMC staff participate in a variety of community early childhood activities, committees and boards. The board routinely seeks advice from these partners regarding the board's administration of the subsidy program in Travis County.

D. Comprehensive Quality Improvement Program Plan: TMC/CCS is required to submit to the board an annual comprehensive local operating plan for implementing child care quality improvement activities (to include this funding) based upon TWC child care rules and Board policies established to implement the rules. The plan must be submitted to the Board for approval by November 30 of each program year. Included in the planning process are the following key elements:

- 1) **Needs Assessment.** Prior to development of the quality improvement initiatives program plan or any procurement of training, a survey of child care staff will be conducted to determine what training will be offered during the year. In addition, a survey of child care training professionals will be conducted to determine what training will be offered, the levels of training to be offered and assistance with locating appropriate trainers.
- 2) **Submittal to Stakeholders.** TMC staff will submit the plan (upon request) to:
 - a. The Austin Early Care and Education Council
 - b. Child Care professional associations
 - c. Child Care Licensing
 - d. Success by 6
 - e. Other professional groups as identified.

Program Evaluation Plan

- **Performance evaluation:**

Describe how the agency will evaluate the program's performance in achieving program goals. Note: if any survey(s) or questionnaire(s) are used in the evaluation of the program or its performance, please provide a brief description of survey procedures (for example: how the survey is distributed and to whom).

Program performance will be evaluated based on review of quarterly performance reports submitted to Travis County, and through monitoring expenditure benchmarks.

- **Quality improvement:**

Describe the process for identifying problems or other issues in service delivery, designing activities to overcome these problems, and following up to ensure corrective actions have been effective.

In this pilot year program staff (Child Care Navigator), program funders, and other collaborative and funding partners currently engaged in the School Readiness Action Plan Leadership Team (see Community Planning Activities) will monitor results of this strategy (using non-federal funding to provide continuity of child care for families at risk of discontinuation).

The Board will submit quarterly reports showing the amount of Travis County funds spent and all contracted performance measures. These reports will be reviewed to ensure on-target service delivery, and to identify any problems. Information on quality assurance is shared openly and appropriate action is taken to resolve issues.

Form # 4: PROGRAM BUDGET

for 2014 Social Service Contracts (8-month) funded by Travis County

Agency: Workforce Solutions Capital Area Workforce Board

Program: Continuity of Child Care Sys

Instructions: Provide whole dollar amounts for each applicable line item. IMPORTANT: DO NOT INCLUDE ANY PROGRAM INCOME.ON THIS PAGE. Note that the line items with asterisks ** will require prior approval - Refer to your Contract Language.

| IMPORTANT: All \$ amounts must be whole dollars only (no cents) | | | |
|--|--------------------------------|---|---|
| PERSONNEL | Requested COUNTY Amount | Amount Funded by ALL OTHER Sources | * TOTAL Budget (ALL funding sources) |
| Administrative Salaries - Regular Time | 20,183 | | 20,183 |
| Direct Service Salaries - Regular Time | | | 0 |
| Administrative Salaries - Overtime | | | 0 |
| Direct Service Salaries - Overtime | | | 0 |
| Benefits | 4,817 | | 4,817 |
| A. SUBTOTALS: PERSONNEL | 25,000 | 0 | 25,000 |
| OPERATING EXPENSES | | | |
| General Operating Expenses | 5,083 | | 5,083 |
| Insurance/Bonding | | | 0 |
| Audit Expenses <i>(provide details for this line item in the Subcontracted Expenses form)</i> | | | 0 |
| Consultants/Contractual <i>(provide details for this line item in the Subcontracted Expenses form)</i> | 56,237 | | 56,237 |
| Staff Travel - within Travis County | | | 0 |
| Conferences/Seminars/Training - within Travis County | | | 0 |
| ** Staff Travel - out of County | | | 0 |
| ** Conferences/Seminars - out of County | | | 0 |
| B. SUBTOTALS: OPERATING EXPENSES | 61,320 | 0 | 61,320 |
| DIRECT ASSISTANCE | | | |
| Food/Beverage for Clients <i>(NOTE: Alcoholic beverage expenditures are not eligible or allowable)</i> | | | 0 |
| Financial Assistance for Clients (e.g. rent, mortgage, utilities) | | | 0 |
| Other (specify) Direct Child Care | 413,680 | | 413,680 |
| | | | 0 |
| C. SUBTOTALS: DIRECT ASSISTANCE | 413,680 | 0 | 413,680 |
| GRAND TOTAL (A + B + C) | 500,000 | 0 | 500,000 |
| PERCENT SHARE of Total for Funding Sources: | 100.0% | 0.0% | 100.0% |

Form # 5: PROGRAM BUDGET NARRATIVE
for 2014 Social Service Contracts (8-month) funded by Travis County

Date prepared: 1/14/2014

Agency: Workforce Solutions Capital Area Workforce Board Program: Continuity of Child Care Services System

Instructions: Add details below (not to exceed 20 words per line item) to justify proposed expenses from your Program Budget form. **DO NOT INCLUDE ANY DOLLAR AMOUNTS OR PERCENTAGES ON THIS PAGE.** Delete the examples below and replace them with your narrative.

| PERSONNEL | NARRATIVE |
|---|--|
| Salaries – Regular time | <i>Do not provide staff detail here – use Total Program Staff Positions and Time Form #6 instead</i> |
| Salaries – Overtime | |
| Benefits | <i>Health Insurance, Dental & Vision Coverage, Retirement/Pension Plans, Life Insurance, and Sick/Vacation Hours</i> |
| OPERATING EXPENSES | |
| General Operating Expenses | Postage, printing, office supplies and rent |
| Insurance/Bonding | |
| Audit Expenses | |
| Consultants/Contractual | <i>Do not provide detail here – use Subcontracted Expenses Form #8</i> |
| Staff Travel | |
| Conferences/Seminars/Training | |
| ** Staff Travel – <u>out of County</u> | |
| ** Conferences/Seminars/Training – <u>out of County</u> | |
| DIRECT ASSISTANCE | |
| Food/Beverage for Clients (NOTE: Alcoholic beverage expenditures are not eligible or allowable) | |
| Financial Assistance for Clients (e.g. rent, mortgage, utilities) | |
| Other (<i>specify</i>) Direct Child Care | Purchase direct child care services for families who fall short of the CCDF requirements for continuity of services. |

** These line items require prior approval – Refer to your Contract Language.

Date prepared: 1/17/2014

Form # 7: PROGRAM FUNDING SUMMARY
for 2014 Social Service Contracts (8-month) funded by Travis County

| Agency Name: <u>Workforce Solutions Capital Area Workfor</u> | | Program Name: <u>Continuity of Child Care System Services</u> | |
|--|---|---|------------------|
| Funding Sources | Grant/Contract Name | Funding Period | Funding Amount |
| Travis County | Social Service Contract (Travis County prgm. budget) | 2/1/2014 - 9/30/2014 | \$500,000 |
| Travis County | | | |
| Travis County | | | |
| | | | |
| | | | |
| | | | |
| City of Austin | Social Service Contract (City of Austin prgm. budget) | | \$0 |
| City of Austin | | | |
| City of Austin | | | |
| | | | |
| | | | |
| Federal | | | |
| Federal | | | \$0 |
| | | | |
| State | | | \$0 |
| State | | | |
| | | | |
| United Way | | | \$0 |
| | | | |
| Contributions | | | \$0 |
| | | | |
| Program Income/ Fees | | | |
| | | | |
| Other (Specify) | | | |
| TOTAL PROGRAM FUNDING: | | | \$500,000 |

Form # 8: SUBCONTRACTED EXPENSES FORM
for 2014 Social Service Contracts (8-month) funded by Travis County

Date prepared: 1/17/2014Agency: Workforce Solutions Capital Area Workforce Board Program: Continuity of Child Care System Services

Instructions: Please provide TOTAL PROGRAM information for all of this program's subcontractors whose professional services will be charged to this program. Include all subcontracts regardless of funding source.

| SUBCONTRACT #1 | | |
|---|--|--------------------------|
| Name of Subcontractor | Teaching and Mentoring Communities (TMC) | |
| Term of Subcontract | 02/01/2014 – 09/30/2014 | |
| Services to be Subcontracted | The Child Care Program Navigator position will assist families in accessing child care services. | |
| Number of Clients to be Served <i>(if applicable)</i> | 108 | |
| Dollar Amounts by Funding Source: | | |
| <u>TRAVIS COUNTY amount</u> \$ 56,237 | <u>ALL OTHER Sources amount</u> \$ | <u>TOTAL</u> \$56,237 |

| SUBCONTRACT #2 | | |
|---|---------------------------------------|--------------------|
| Name of Subcontractor | | |
| Term of Subcontract | | |
| Services to be Subcontracted | | |
| Number of Clients to be Served <i>(if applicable)</i> | | |
| Dollar Amounts by Funding Source: | | |
| <u>TRAVIS COUNTY amount</u> \$ | <u>ALL OTHER Sources amount</u> \$ | <u>TOTAL</u> \$ |

| SUBCONTRACT #3 | | |
|---|---------------------------------------|--------------------|
| Name of Subcontractor | | |
| Term of Subcontract | | |
| Services to be Subcontracted | | |
| Number of Clients to be Served <i>(if applicable)</i> | | |
| Dollar Amounts by Funding Source: | | |
| <u>TRAVIS COUNTY amount</u> \$ | <u>ALL OTHER Sources amount</u> \$ | <u>TOTAL</u> \$ |

(If needed for additional subcontracts, copy blocks above to a new page and re-number them accordingly.)

Date prepared: 1/15/2014

Form # 9: Performance Measure Definition Tool
for 2014 Social Service Contracts (8-month) funded by Travis County

Agency: Workforce Solutions Capital Area Workforce Board

Program: Continuity of Child Care System Services

To assist you in completing this form, the red triangles located in the upper right-hand side of some cells provide additional instructions related to the information requested.

| Type | Performance Measure | Calculation Method | What is the Data Source for this Measure? | Notes | Who Produces this Measure |
|---------------------------|--|--|---|--|---------------------------|
| OUTPUT MEASURES: | | | | | |
| Output #1 | Number of unduplicated children served | unduplicated client count will be tracked by a special characteristic code through TWIST and checked against a manual spreadsheet | Electronic data system | | CCS Navigator |
| Output #2 | Number of unduplicated children enrolled whose parents are engaged in a 90-day work search | unduplicated client count will be tracked by a special characteristic code through TWIST and checked against a manual spreadsheet | Electronic data system | | CCS Navigator |
| Output #3 | Number of unduplicated children enrolled who would otherwise be in a "30-day sit out period" due to Child Care Attendance Automation (CCAA) non-swipe | unduplicated client count will be tracked by a special characteristic code through TWIST and checked against a manual spreadsheet | Electronic data system | | CCS Navigator |
| Output #4 | Number of unduplicated children enrolled whose parents face termination due to nonpayment of parent share of cost (PSOC) | unduplicated client count will be tracked by a special characteristic code through TWIST and checked against a manual spreadsheet | Electronic data system | | CCS Navigator |
| Output #5 | Number of unduplicated children enrolled whose parents have fallen outside of Child Care Development Fund (CCDF) -funding work or school participation requirements. | unduplicated client count will be tracked by a special characteristic code through TWIST and checked against a manual spreadsheet | Electronic data system | Output goals are listed as n/a due to this being a pilot year for this program. The data collected will serve as a baseline for the possibility of future funding. | CCS Navigator |
| OUTCOME MEASURES: | | | | | |
| Outcome #1a (numerator) | Number of unduplicated children served (i.e. provided continuous care that otherwise would have been destabilized) | 413,680 units paid divided by the number of care days of 195 divided by the average unit rate of 19.60 equals approximately 108 unduplicated children served. | Electronic data system | | CCS Navigator |
| Outcome #1b (denominator) | Number of children facing termination from care due to Child Care Development Fund (CCDF) ineligibility | review adhoc reports identifying terminations within 30 days of current date. Manually track terminations of all customers against those who received this funding to determine the percentage | Electronic data system | | CCS Navigator |

| Outcome Rate #1c | Percentage of children provided continuous care that otherwise would have been destabilized | OC#1a/OC#1b | Electronic data system | CCS Navigator |
|--|--|---|------------------------|---------------|
| DEMOGRAPHIC AND ZIP CODE REPORT | | | | |
| Gender, Race, and Ethnicity | Number of unduplicated clients by their gender, race, and ethnicity | Data will be extracted from the TWIST database which contains demographic information per unduplicated client | Electronic data system | CCS Navigator |
| Age | Number of unduplicated clients by their age at start of program and grouped into age categories | Data will be extracted from the TWIST database which contains ages of children served per unduplicated client | Electronic data system | CCS Navigator |
| Income Status | Number of unduplicated clients by their income status at start of program and grouped into income categories | Data will be extracted from the TWIST database detailing income per family and family size | Electronic data system | CCS Navigator |
| Zip Code | Number of unduplicated clients by their zip code at start of program | Data will be extracted from the TWIST database detailing all clients served by zip code. | Electronic data system | CCS Navigator |

INSURANCE REQUIREMENTS

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

I. General Requirements Applicable to All Contractors' Insurance.

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

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

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

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

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

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

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

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

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

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

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

II. Specific Requirements

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

A. Workers' Compensation and Employers' Liability Insurance

1. Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act.
2. Employers' Liability limits are:
 - \$500,000 bodily injury each accident
 - \$500,000 bodily injury by disease
 - \$500,000 policy limit
3. Policies under this Section shall apply to State of Texas and include the following endorsements in favor of Travis County and City of Austin:
 - a. Waiver of Subrogation (Form 420304)
 - b. Thirty (30) day Notice of Cancellation (Form 420601)

B. Commercial General Liability Insurance

1. Minimum limit:
 - \$500,000* per occurrence for coverage A and B with a
 - \$1,000,000 policy aggregate
2. The Policy shall contain or be endorsed as follows:
 - a. Blanket contractual liability for this Contract
 - b. Independent Contractor Coverage
3. The Policy shall also include the following endorsements in favor of Travis County
4.
 - a. Waiver of Subrogation (Form CG 2404)
 - b. Thirty (30) day Notice of Cancellation (Form CG 0205)
 - c. Travis County named as additional insured (Form CG 2010)

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

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

C. Business Automobile Liability Insurance†

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

† **Alternative Insurance Requirement**

If NO transportation services of any type is provided, and use of a motor vehicle is strictly limited to travel to and from work or work sites, evidence of Personal Auto Policy coverage with limits of

\$ 100,000/\$300,000/\$50,000

may be provided in lieu of Business Automobile Liability Insurance

D. Professional Liability/E & O Insurance

1. Coverage shall be provided with a minimum limit of \$1,000,000 per claim /\$3,000,000 aggregate to cover injury to a child while the child is in the care of Contractor or Subcontractor and to cover negligent acts, sexual harassment, errors, or omissions arising out of Professional Services under this Contract.
2. If coverage is written on a claims made policy, the retroactive date shall be prior to the date this Contract is signed and/or effective, whichever comes first. Coverage shall include a three (3) year extended reporting period from the date this Contract expires or is terminated. Certificate of Insurance shall clarify coverage is claims made and shall contain both the retroactive date of coverage and the extended reporting dates.
3. Subcontractor(s) who are not covered under Contractor's professional liability insurance shall provide Contractor with current certificates of insurance annually on the renewal date of their insurance policy.

E. Blanket Crime Policy Insurance

1. If an advance against Contract Funds is requested or received in an amount greater than \$5,000, a Blanket Crime Policy shall be required with limits of the Contract Funds allocated in the Contract or the amount of scheduled advances.
2. If coverage is written on a claims made policy, the retroactive date shall be prior to the date services begin under this Contract or the effective date of this Contract, whichever comes first. Coverage shall include a three- (3) year extended reporting period from the date this Contract expires or is terminated. Certificate of Insurance shall clarify coverage is claims made and shall contain both the retroactive date of coverage and the extended reporting period date.

ETHICS AFFIDAVIT

STATE OF TEXAS
COUNTY OF TRAVIS

ETHICS AFFIDAVIT

Date: 1-21-14
Name of Affiant: Alan D. Miller
Title of Affiant: Exec. Director
Business Name of Proponent: Workforce Solutions
County of Proponent: Travis

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by Proponent to make this affidavit for Proponent.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language.
4. Proponent has received the list of key contracting persons associated with this solicitation which is attached to this affidavit as Exhibit "1".
5. Affiant has personally read Exhibit "1" to this Affidavit.
6. Affiant has no knowledge of any key contracting person on Exhibit "1" with whom Proponent is doing business or has done business during the 365 day period immediately before the date of this affidavit whose name is not disclosed in the solicitation.

Signature of Affiant

Address

6505 Airport Blvd. Austin, TX 78752

SUBSCRIBED AND SWORN TO before me by Alan D. Miller on JAN 21, 2014.

Notary Public, State of TEXAS

Typed or printed name of notary
My commission expires: 10/17/2017

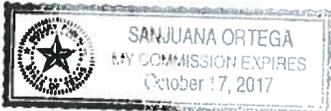


EXHIBIT A
LIST OF KEY CONTRACTING PERSONS
January 16, 2014

CURRENT

| Position Held | Name of Individual Holding Office/Position | Name of Business Individual is Associated |
|---|---|--|
| County Judge | Samuel T. Biscoe | |
| County Judge (Spouse) | Donalyn Thompson-Biscoe | |
| Executive Assistant | Cheryl Brown | |
| Executive Assistant | Melissa Velasquez | |
| Executive Assistant | Josie Z. Zavala | |
| Executive Assistant | David Salazar* | |
| Commissioner, Precinct 1 | Ron Davis | |
| Commissioner, Precinct 1 (Spouse) | Annie Davis | Seton Hospital |
| Executive Assistant | Deone Wilhite | |
| Executive Assistant | Felicitas Chavez | |
| Executive Assistant | Sue Spears | |
| Commissioner, Precinct 2 | Bruce Todd* | |
| Commissioner, Precinct 2 (Spouse) | Elizabeth Christian | Consultant |
| Executive Assistant | Sara Krause* | |
| Executive Assistant | Joe Hon | |
| Executive Assistant | Peter Einhorn | |
| Commissioner, Precinct 3 | Gerald Daugherty* | |
| Commissioner, Precinct 3 (Spouse) | Charyl Daugherty | Consultant |
| Executive Assistant | Bob Moore* | |
| Executive Assistant | Martin Zamzow* | |
| Executive Assistant | Barbara Smith* | |
| Commissioner, Precinct 4 | Margaret Gomez | |
| Executive Assistant | Edith Moreida | |
| Executive Assistant | Norma Guerra | |
| County Treasurer | Dolores Ortega-Carter | |
| County Auditor | Nicki Riley | |
| County Executive, Administrative | Vacant | |
| County Executive, Planning & Budget | Leslie Browder | |
| County Executive, Emergency Services | Danny Hobby | |
| County Executive, Health/Human Services | Sherri E. Fleming | |
| County Executive, TNR | Steven M. Manilla, P.E. | |
| County Executive, Justice & Public Safety | Roger Jefferies | |
| Director, Facilities Management | Roger El Khoury, M.S., P.E. | |
| Chief Information Officer | Tanya Acevedo | |
| Director, Records Mgmt & Communications | Steven Broberg | |
| Travis County Attorney | David Escamilla | |
| First Assistant County Attorney | Steve Capelle | |
| Executive Assistant, County Attorney | James Collins | |
| Director, Land Use Division | Tom Nuckols | |
| Attorney, Land Use Division | Julie Joe | |
| Attorney, Land Use Division | Christopher Gilmore | |
| Director, Transactions Division | John Hille | |
| Attorney, Transactions Division | Daniel Bradford | |
| Attorney, Transactions Division | Elizabeth Winn | |
| Attorney, Transactions Division | Mary Etta Gerhardt | |
| Attorney, Transactions Division | Barbara Wilson | |
| Attorney, Transactions Division | Jim Connolly | |
| Attorney, Transactions Division | Tenley Aldredge | |
| Director, Health Services Division | Beth Devery | |
| Attorney, Health Services Division | Prema Gregerson | |
| Purchasing Agent | Cyd Grimes, C.P.M., CPPO | |
| Assistant Purchasing Agent | Marvin Brice, CPPB | |
| Assistant Purchasing Agent | Bonnie Floyd, CPPO, CPPB, CTPM | |
| Purchasing Agent Assistant IV | CW Bruner, CTP | |

Purchasing Agent Assistant IV Lee Perry
 Purchasing Agent Assistant IV Jason Walker
 Purchasing Agent Assistant IV Richard Villareal
 Purchasing Agent Assistant IV Patrick Strittmatter
 Purchasing Agent Assistant IV Lori Clyde, CPPO, CPPB
 Purchasing Agent Assistant IV Scott Wilson, CPPB
 Purchasing Agent Assistant IV Jorge Talavera, CPPO, CPPB
 Purchasing Agent Assistant IV Loren Breland, CPPB
 Purchasing Agent Assistant IV John E. Pena, CTPM
 Purchasing Agent Assistant IV Rosalinda Garcia
 Purchasing Agent Assistant IV Angel Gomez
 Purchasing Agent Assistant IV Jesse Herrera, CTP, CTPM, CTCM
 Purchasing Agent Assistant III Shannon Pleasant, CTPM
 Purchasing Agent Assistant III David Walch
 Purchasing Agent Assistant III Michael Long, CPPB
 Purchasing Agent Assistant III Sydney Ceder
 Purchasing Agent Assistant III Ruena Victorino*
 Purchasing Agent Assistant III Rachel Fishback*
 Purchasing Agent Assistant II Vacant
 Purchasing Agent Assistant II L. Wade Laursen
 Purchasing Agent Assistant II Sam Francis
 HUB Coordinator Sylvia Lopez
 HUB Specialist Betty Chapa
 HUB Specialist Jerome Guerrero
 Purchasing Business Analyst Scott Worthington
 Purchasing Business Analyst Vacant

FORMER EMPLOYEES

| <u>Position Held</u> | <u>Name of Individual</u> <u>Holding Office/Position</u> | <u>Date of Expiration</u> |
|--------------------------------------|---|---------------------------|
| Commissioner, Precinct 2 | Sarah Eckhardt | 05/31/14 |
| Purchasing Agent Assistant III | Nancy Barchus, CPPB | 06/28/14 |
| Purchasing Business Analyst | Jennifer Francis | 11/29/14 |

* - Identifies employees who have been in that position less than a year.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Federal Executive Order 12549 requires Travis County to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

In this certification "contractor" refers to both contractor and subcontractor; "contract" refers to both contract and subcontract.

By signing and submitting this certification, the contractor/potential contractor accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government or Travis County may pursue available remedies, including suspension and/or debarment.
2. The potential contractor shall provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract," "debarred," "suspended," "ineligible," "participant," "person," "principle," "proposal," and "voluntarily excluded," as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549.
4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by a federal department or agency, and/or Travis County, as applicable.

Do you have or do you anticipate having subcontractors under this proposed contract? YES NO

5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts "without modification, in all covered subcontracts"; and in solicitations for all covered subcontracts.
6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
7. Nothing contained in all the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, any federal agency and/or Travis County may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Indicate in the appropriate box which statement applies to the covered contractor/potential contractor:

The contractor/potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency, the State of Texas, or Travis County.

The contractor/potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the contractor/potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

Name of Contractor

Workforce Solutions
[Signature] 1-21-14

Signature of Authorized Representative Date

Vendor I.D. or Social Security No.

Alan D. Miller, Exec. Director

Printed/Typed Name & Title of Authorized



Travis County Commissioners Court Agenda Request

Meeting Date: January 28, 2014

Prepared By/Phone Number: Jason G. Walker/44562; Marvin Brice, CPPB, Assistant Purchasing Agent

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve Modification No. 6 to Contract No. 4400000018, (HTE No. 07AE0019JW), HNTB Corp for Frate-Barker Road Improvements.

- **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 project is for roadway improvements for approximately 1.3 miles of Frate-Barker Road following approximately the existing alignment from Manchaca Road to Brodie Lane, which will involve converting the existing two-lane rural roadway to a four-lane minor arterial with a continuous left turn lane. Also included will be detention and water quality control features.
- This Modification number six (6) is for Additional Services as a result of plan modifications needed to accommodate right-of-way and environmental needs. In addition, are design services for the City of Austin's waterline relocation. This modification will increase the contract amount by \$125,404.25, from \$980,899.54 to \$1,106,303.79, and the aggregate change order amount results in a 36.21% increase of the original contract amount.
- Modification 5 increased the contract amount by \$156,864.00 for additional design services, and the aggregate change order amount resulted in a 20.77% increase of the original contract amount. Such design services resulted from comments received from federal agencies during their review for Travis County's environmental assessment to be

HUB Information:

% HUB Subcontractor:

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

- Award has been protested; interested parties have been notified.
- Award is not to the lowest bidder; interested parties have been notified.
- Comments:

➤ **Funding Information:**

- Shopping Cart(s)/Funds Reservation in SAP: 300000318, 300000969
- Fund Center(s): 1490190000; 149294050
- Comments:



TRANSPORTATION AND NATURAL RESOURCES

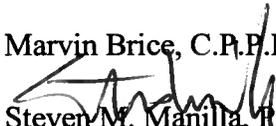
STEVEN M. MANILLA, P.E., COUNTY EXECUTIVE

700 Lavaca Street-5th Floor
Travis County Administration Building
P.O. Box 1748
Austin, Texas 78767
Phone: (512) 854-9383
Fax: (512) 854-4697

November 21, 2013 (Rev. 12-9-13)

MEMORANDUM

TO: Marvin Brice, C.P.F.B., Assistant Purchasing Agent

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

Subject: Frate-Barker Road Improvements, Precincts Three and Four
Modification No. 6 to PSA No. 07AE0019JW
Professional Services Agreement with HNTB Corporation

Request:

Please accept this memo as a request to modify the professional services contract agreement with HNTB Corporation (HNTB) for design services related to the Frate-Barker Road Improvements project (from Manchaca Road to Brodie Lane). This modification will increase the contract by \$167,198.75 from \$980,899.54 to \$1,148,098.29. 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:

Travis County, under the oversight of the Texas Department of Transportation (TxDOT), is developing the project to improve Frate Barker Road from Brodie Lane to Manchaca Road. This section of Frate Barker Road, about 1.3 miles long, is a two-lane rural arterial roadway. The proposed improvement includes the widening of the road to five lanes from Manchaca Road to Buckingham Gate Drive, and then three lanes from Buckingham Gate Drive to Brodie Lane. This curb and gutter roadway section will also include a bicycle lane and sidewalk on each side of the road.

The attached contract modification request and fee proposal was submitted, at TNR's request, by HNTB, Inc., the County's engineering consultants for the referenced project for additional professional services made necessary by plan modifications needed to accommodate Right-of-Way and environmental needs, and for some construction support services. Also included in this contract modification is services funded by the City of Austin for their waterline relocation related design services. The total amount for this modification is \$167,198.75.

TNR recommends approval of this contract modification request.

Budgetary and Fiscal Impact:

This is an 80-20 grant funded project. The 80% funding for the design, right-of-way acquisition, and construction of improvements to Frate-Barker Road between Manchaca Road and Brodie Lane was first approved by CAMPO in 2006.

This modification is partly funded by the City of Austin for waterline relocation related work. The cost sharing is as follows:

- City of Austin ----- \$21,285.77
 - Design ----- \$16,881.00
 - Material Testing (10% of \$44,047.75) ----- \$4,404.77
- Travis County ----- \$145,912.98
 - Design & Construction support ----- \$106,270
 - Material Testing (90% of \$44,047.75) ----- \$39,642.98

This amendment adds additional Work Product 4 Services and Work Product 5.

The financial tracking information is provided here:

WBS: RDCN.149.000005

| | | | |
|-------------|--------------|--------------|----------------|
| FRD | 0300000318 | | 0300000969 |
| | Grant (80%) | County (20%) | City of Austin |
| Fund | 2075 | 4056 | 4050 |
| Fund Center | 1490190000 | 1490190000 | 1490294050 |
| GL | 522040 | 522040 | 511973 |
| Grant | 800150 | | |
| Amount | \$116,730.38 | \$29,182.60 | \$21,285.77 |

| | | |
|--------|---------------|----------------|
| Totals | Travis County | City of Austin |
| | \$145,912.98 | \$21,285.77 |

Grand Total This Modification \$167,198.75

Required Authorizations:

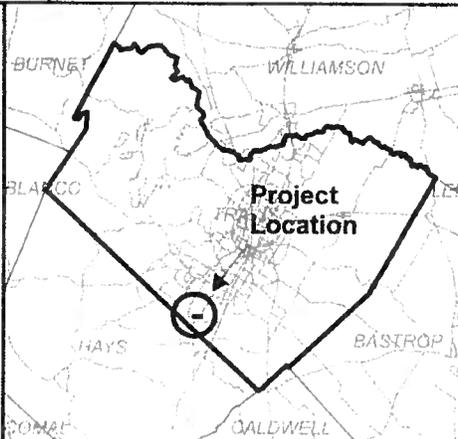
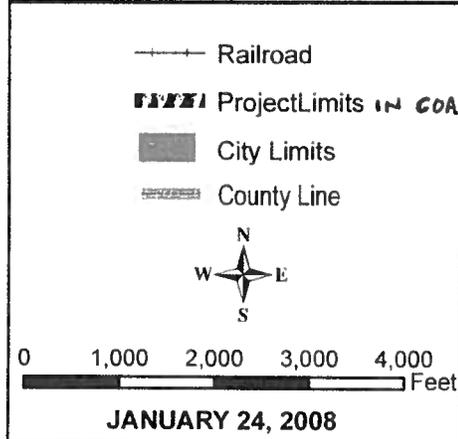
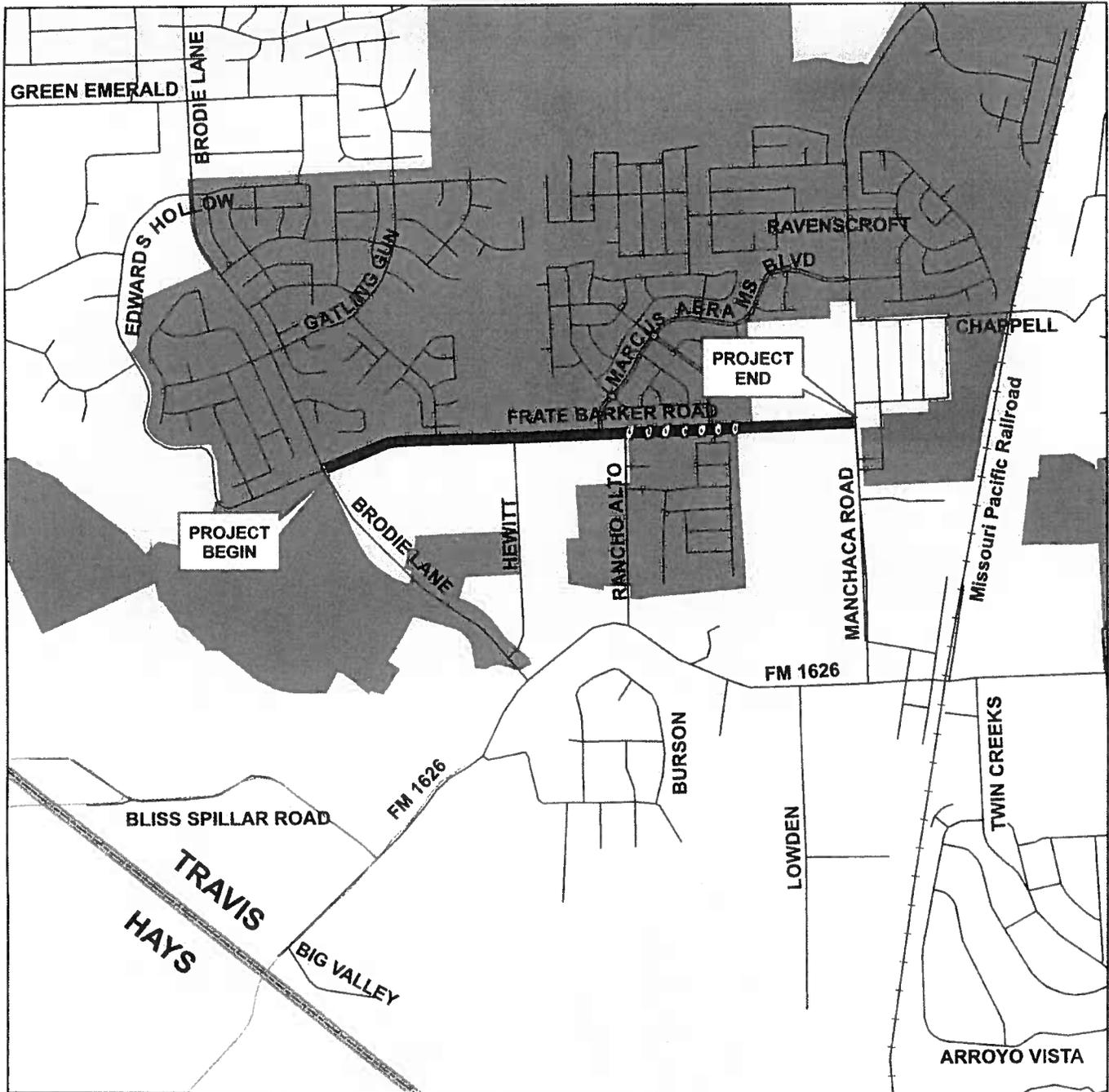
TNR Financial: Cynthia McDonald
 Purchasing: Cyd Grimes
 PBO: Jessica Rio

Attachments:

1. Attachment "A"-----Project Location Map
2. Attachment "B"-----Task Descriptions and Fees
3. Attachment "C" -----Scope of Services and Supplemental Agreement

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

Jason Walker, Purchasing
 Sylvia Lopez, Purchasing
 Hannah York, Auditor's Office
 Cynthia McDonald, TNR Financial
 Donna Williams-Jones, TNR Financial
 Isabelle Lopez, TNR Financial
 Tawana Gardner, TNR Financial
 Steve Sun, P.E., TNR Public Works
 Chiddi N'Jie, P.E., TNR Public Works






PROJECT LOCATION MAP

Frate Barker Road:
From Brodie Lane to Manchaca Road

Travis County, Texas

DISCLAIMER: This map was generated by HNTB Corporation using GIS (Geographic Information Systems) software. No claims are made to the accuracy or completeness of the information shown herein nor to its suitability for a particular use. The scale and location of all mapped data are approximate.

Funds Reservation 300000318

| General Data | | | |
|------------------|---|---------------|--------------|
| Document type | FC | Document type | 030 |
| Company code | 1000 | Document date | 09/21/2012 |
| FM area | 1000 | Posting date | 09/21/2012 |
| Controlling area | 1000 | Currency | USD/ 1.00000 |
| Statistics | | | |
| Entered by | WILLIAD | Created on | 09/21/2012 |
| Last changed by | HUFFH | Last changed | 02/25/2013 |
| More Data | | | |
| Text | Frate Barker Rd - For Construction Contract Bid | | |
| Reference | | | |
| Overall Amount | 7,400,000.00 USD | | |

| Document item 001 | | | |
|-------------------|----------------|--------------|------------|
| Text | | | |
| Commitment item | 521040 | Funds center | 1498000001 |
| Fund | 0001 | G/L account | 521040 |
| Cost center | 1498000001 | Due on | |
| Vendor | | Customer | |
| Amount | 409,470.34 USD | | |

| Document item 002 | | | |
|-------------------|--------------------------------------|--------------|------------|
| Text | GRANT PORTION ESTIMATE FOR CONST BID | | |
| Commitment item | 521040 | Funds center | 1490190001 |
| Fund | 2075 | G/L account | 521040 |
| Cost center | 1490190000 | Due on | |
| Vendor | | Customer | |
| Amount | 5,920,000.00 USD | | |

| Document item 003 | | | |
|-------------------|--|--------------|------------|
| Text | MATCH FUND 4056 PORTION ESTIMATE FOR CONST BID | | |
| Commitment item | 521040 | Funds center | 1490190000 |
| Fund | 4056 | G/L account | 521040 |
| Cost center | 1490190000 | Due on | |
| Vendor | | Customer | |
| Amount | 1,000,000.00 USD | | |

| Document item 004 | | | |
|-------------------|--|--------------|--|
| Text | | | |
| Commitment item | | Funds center | |
| Fund | | G/L account | |
| Cost center | | Due on | |
| Vendor | | Customer | |
| Amount | | | |

Funds Reservation 300000318

| General Data | | | |
|------------------|---|---------------|--------------|
| Document type | FC | Document type | 030 |
| Company code | 1000 | Document date | 09/21/2012 |
| FM area | 1000 | Posting date | 09/21/2012 |
| Controlling area | 1000 | Currency | USD/ 1.00000 |
| Statistics | | | |
| Entered by | WILLIAD | Created on | 09/21/2012 |
| Last changed by | HUFFH | Last changed | 02/25/2013 |
| More Data | | | |
| Text | Frate Barker Rd - For Construction Contract Bid | | |
| Reference | | | |
| Overall Amount | 7,400,000.00 USD | | |

| | | | |
|-----------------|--|--------------|------------|
| Text | MATCH FUND 4063 PORTION ESTIMATE FOR CONST BID | | |
| Commitment item | 522040 | Funds center | 1490190000 |
| Fund | 4063 | G/L account | 522040 |
| Cost center | 1490190000 | Due on | |
| Vendor | | Customer | |
| Amount | 70,529.66 USD | | |

Funds Reservation 30000969

| General Data | | | |
|------------------|--|---------------|--------------|
| Document type | NE | Document type | 030 |
| Company code | 1000 | Document date | 11/22/2013 |
| FM area | 1000 | Posting date | 11/22/2013 |
| Controlling area | 1000 | Currency | USD/ 1.00000 |
| Statistics | | | |
| Entered by | GARDNET | Created on | 11/22/2013 |
| Last changed by | ROMEROJ1 | Last changed | 12/09/2013 |
| More Data | | | |
| Text | Frate Barker COA Waterline Engineering Mod | | |
| Reference | | | |
| Overall Amount | 21,285.77 USD | | |

| Document item 001 | | | |
|-------------------|--|--------------|------------|
| Text | Frate Barker COA Waterline Engineering Mod | | |
| Commitment item | 511973 | Funds center | 1490294050 |
| Fund | 4050 | G/L account | 511973 |
| Cost center | | Due on | |
| Vendor | | Customer | |
| Amount | 16,881.00 USD | | |

| Document item 002 | | | |
|-------------------|--|--------------|------------|
| Text | Frate Barker COA Waterline Engineering Mod | | |
| Commitment item | 511973 | Funds center | 1490294050 |
| Fund | 4050 | G/L account | 511973 |
| Cost center | | Due on | |
| Vendor | | Customer | |
| Amount | 4,404.77 USD | | |

DRAFT**MODIFICATION OF CONTRACT NUMBER: 07AE0019JW, Frate-Barker Road**

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Improvements

| | | |
|--|---|---|
| ISSUED BY: PURCHASING OFFICE P.O. BOX 1748 AUSTIN, TX 78701 | PURCHASING AGENT ASST: Jason G. Walker TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185 | DATE PREPARED: December 27, 2013 |
| ISSUED TO: HNTB Corporation 301 Congress Avenue, Suite 600 Austin, TX 78701 | MODIFICATION NO.: 6 | EXECUTED DATE OF ORIGINAL CONTRACT: August 21, 2007 |
| ORIGINAL CONTRACT TERM DATES: 8/21/07 - through project completion | | CURRENT CONTRACT TERM DATES: 8/21/07 - through project completion |

FOR TRAVIS COUNTY INTERNAL USE ONLY:Original Contract Amount: \$812,194.39Current Modified Amount \$1,148,098.29**DESCRIPTION OF CHANGES:**

A. The additional Work Product 4 and 5 Services, as outlined in Contractor's Supplemental Agreement 04, attached hereto and made a part hereof, are hereby added to the contract. As a result of these additional Work Product 4 and 5 Services, contract Basic Services pricing is adjusted as follows:

1. Reference ATTACHMENT A, SECTION 1:

- a. Paragraph 1.1: The Basic Services sum is changed from \$697,470.50 to \$795,393.50, an increase of \$97,923.00.
- b. Paragraph 1.3: (iv) Work Product 4 (100% Design) is changed from \$127,822.50, to \$184,843.50, an increase of \$57,021.00.
- c. Paragraph 1.3: (v) Work Product 5 (Construction Phase Services) is changed from \$5,000.00 to \$45,902.00, an increase of \$40,902.00.

2. Reference ATTACHMENT A, SECTION 4 - REIMBURSABLE EXPENSES, 4.1:

REIMBURSABLES TOTAL NOT TO EXCEED is changed from Two Hundred Eighty Three Thousand, Four Hundred Twenty Nine and Four (\$283,429.04) to Three Hundred Fifty Two Thousand, Seven Hundred Four and Seventy Nine cents (\$352,704.79), an increase of \$69,275.75.

3. Reference ATTACHMENT A, SECTION 5 - TOTAL AGREEMENT SUM. The Total Agreement Sum is changed from an NTE amount of \$980,899.54 (\$697,470.50 Basic Services, and NTE amount of \$283,429.04 Reimbursable Expenses) to an NTE amount of \$1,148,098.29 (\$795,393.50 Basic Services, and NTE amount of \$352,704.79 Reimbursable Expenses) an increase of \$167,198.75.

4. The Contract Scope of Services is modified to include the performance by Engineer of the additional Work Product 4 and 5 Services as outlined in Contractor's Scope of Services (Attachment A of Supplemental Agreement 04).

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

Note to Vendor:

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

| | |
|---|---|
| LEGAL BUSINESS NAME: <u>HNTB Corporation</u> | <input type="checkbox"/> DBA |
| BY: <u>[Signature]</u> SIGNATURE | <input checked="" type="checkbox"/> CORPORATION |
| BY: <u>Christopher J. Price</u> PRINT NAME | <input type="checkbox"/> OTHER |
| TITLE: <u>Vice President</u> ITS DULY AUTHORIZED AGENT | DATE: <u>1/14/2014</u> |
| TRAVIS COUNTY, TEXAS | DATE: |
| BY: <u>[Signature]</u> CYD V. GRIMES, C.P.M., CPPO, TRAVIS COUNTY PURCHASING AGENT | DATE: |
| TRAVIS COUNTY, TEXAS | DATE: |
| BY: <u>[Signature]</u> SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE | DATE: |

DRAFT

Frate Barker Road Improvements
Contract No. 07AE0019JW

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ATTACHMENT A

SCOPE OF SERVICES

SERVICES TO BE PROVIDED BY THE CONSULTANT

INTRODUCTION

Travis County (the "County") requires additional services from HNTB Corporation (the Consultant") including project management, coordination with the City of Austin regarding waterline conflicts and resolutions, providing plan modifications for proposed roadway realignment and reconfigured pavement marking layouts, water quality items, and construction phase services. This Scope of Services defines the services that the CONSULTANT and its sub-consultants will provide to the COUNTY for the development of PS&E documents and construction phase services or other related or associated services.

WORK PRODUCT 4

ITEM 1A: CITY OF AUSTIN (COA) - WATERLINE IMPROVEMENTS

PURPOSE

The CONSULTANT will incorporate City of Austin developed waterline relocation plans into the project plan set currently being developed. The work to be performed under this proposal shall consist of coordination with the City of Austin and incorporating City of Austin developed plan sheets and project manual documents.

CONSULTANT RESPONSIBILITIES

TASK 1 – PROJECT MANAGEMENT

- 1.1 GENERAL ADMINISTRATION – Perform general administration duties required to maintain the project. These tasks include:
 - a. General project coordination
 - b. Preparation of monthly progress reports and invoices
 - c. Schedule and work plan updates

- 1.2 DATA MANAGEMENT AND FILE TRANSFERS – CONSULTANT will provide electronic base files to the City of Austin so that the City can develop proposed waterline relocation plans.

- 1.3 QUALITY ASSURANCE/QUALITY CONTROL - CONSULTANT will perform quality assurance and quality control for the water line reconstruction design based upon the quality assurance and quality control standards set forth in the Frate Barker Road Improvements Master Contract.

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TASK 2 – DESIGN SERVICES

COORDINATION

- 2.1 INITIAL MEETING – CONSULTANT will attend a preliminary coordination with the City of Austin to discuss.
- 2.2 COORDINATION – CONSULTANT will coordinate with the City of Austin during waterline plan development to answer questions or to provide information.
- 2.3 PRELIMINARY PLAN REVIEW – CONSULTANT will review and provide comments on preliminary waterline layout developed by the City of Austin.
- 2.4 REVIEW MEETING – CONSULTANT will attend review meeting with the City of Austin to review preliminary waterline layout.
- 2.5 FINAL PLAN REVIEW – CONSULTANT will review and provide comments on final waterline layout developed by the City of Austin.
- 2.6 REVIEW MEETING – CONSULTANT will attend review meeting with the City of Austin to review final waterline layout.

INCORPORATE PLANS AND SPECIFICATIONS

- 2.7 INCORPORATE FINAL WATERLINE PLANS INTO PLAN SET – CONSULTANT will incorporate the final waterline plans into the plan set. City of Austin shall provide PDF versions of the waterline reconstruction plans to CONSULTANT.
 - a. Update the “Index of Sheets” information.
 - b. Update plan sheet numbers as needed.
 - c. Add City of Austin provided plan sheets and standard sheets (PDF) into final plans.
- 2.8 PROJECT MANUAL – CONSULTANT will incorporate the additional portions of the Contract Documents for waterline relocations. City of Austin shall provide PDF versions of the waterline reconstruction plans to CONSULTANT.
 - a. Update Project Manual index to reflect City of Austin provided information
 - b. Update Project Manual bid forms with City of Austin provided information
 - c. Incorporate City of Austin provided specifications and special provisions
 - d. Add bid items and quantities to Engineer's Opinion of Probable Construction Cost document (City of Austin to provide unit costs)
- 2.9 QUALITY ASSURANCE/QUALITY CONTROL - CONSULTANT will perform quality assurance and quality control for the waterline reconstruction design based upon the quality assurance and quality control standards set forth in the Frate Barker Road Improvements Master Contract.

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DELIVERABLES

- CONSULTANT shall provide the City of Austin with electronic base files for proposed roadway and storm sewer improvements.
- CONSULTANT shall provide one (1) electronic copy (PDF) and three (3) half size (11" x 17") final plan sets to the COUNTY.

OWNER RESPONSIBILITIES

The COUNTY will provide the following services to CONSULTANT (subject to availability and need, based on individual project characteristics to be determined):

1. Assist the CONSULTANT, as necessary, in order to obtain required data and information from City of Austin departments, and from other local, regional, state and federal agencies as well as from any engineering design consultants.

ITEM 1B: COA - STORM SEWER REVISIONS FOR WATERLINES

PURPOSE

It has been requested that the CONSULTANT evaluate the proposed storm sewer layout to identify potential conflict points with existing waterlines. After evaluating the systems, the CONSULTANT will redesign portions of the systems to minimize potential waterline relocations. The work to be performed under this proposal shall consist of revaluation of proposed storm sewer systems, redesign of storm sewer, updating of previously developed plan sheets, and coordination with the City of Austin and the COUNTY.

CONSULTANT RESPONSIBILITIES

TASK 1 – PROJECT MANAGEMENT

1.1 GENERAL ADMINISTRATION – Perform general administration duties required to maintain the project. These tasks include:

- a. General project coordination
- b. Preparation of monthly progress reports and invoices
- c. Schedule and work plan updates

1.2 DATA MANAGEMENT AND FILE TRANSFERS – CONSULTANT will provide electronic base files to the City of Austin so that the City can review proposed storm sewer improvements to assist in the development of proposed waterline relocation plans.

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TASK 2 – DESIGN SERVICES

2.1 REDESIGN PROPOSED STORM SEWER – CONSULTANT will prepare the design for the modified storm sewer layout to minimize proposed waterline relocation plans under development by the City of Austin. The storm sewer re-design shall include the following:

- a. Revise storm sewer design (main trunk)
- b. Revise storm sewer design (lateral lines)
- c. Update design calculation tables
- d. Update quantities and summary tables

2.2 PLAN SHEET REVISIONS – CONSULTANT will prepare the design for the modified storm sewer layout to minimize proposed waterline relocation plans under development by the City of Austin. The storm sewer re-design shall include the following:

- a. Revise roadway plan sheets (callouts - 6 shts.)
- b. Revise TCP sheets for Phases 3 and 4 (9 shts.)
- c. Revise "removal" plan sheets (6 shts.)
- d. Revise storm sewer plan and profile sheets (10 shts.)
- e. Revise storm sewer lateral sheets (8 shts.)
- f. Revise culvert plan and profile sheets (3 shts.)
- g. Revise existing utility plan sheets (6 shts.)
- h. Revise temporary erosion control plan sheets (6 shts.)

2.3 QUALITY ASSURANCE / QUALITY CONTROL - CONSULTANT will perform quality assurance and quality control for the waterline reconstruction design based upon the quality assurance and quality control standards set forth in the Frate Barker Road Improvements Master Contract.

DELIVERABLES

- CONSULTANT shall provide the City of Austin with electronic base files for proposed roadway and storm sewer improvements.
- CONSULTANT shall provide one (1) electronic copy (PDF) and three (3) half size (11" x 17") sets of the storm sewer plans, as outlined above to the COUNTY.

OWNER RESPONSIBILITIES

The COUNTY will provide the following services to the CONSULTANT Corporation (subject to availability and need, based on individual project characteristics to be determined):

1. Assist the CONSULTANT, as necessary, in order to obtain required data and information from City of Austin departments, and from other local, regional, state and federal agencies as well as from any engineering design consultants.

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ITEM 2: ROADWAY REALIGNMENT MODIFICATIONS

PURPOSE

In an effort to minimize the potential impacts to the Gabardine Subdivision located on the south side of Frate Barker Road, the COUNTY requested that the CONSULTANT change the proposed roadway alignment for the portion of the roadway adjacent to the subdivision. The work to be performed under this proposal shall consist of reevaluation of proposed roadway alignment, redesign of roadway construction items and associated storm sewer systems, and updating of previously developed plan sheets.

CONSULTANT RESPONSIBILITIES

TASK 1 – PROJECT MANAGEMENT

1.1 GENERAL ADMINISTRATION – Perform general administration duties required to maintain the project. These tasks include:

- a. General project coordination
- b. Preparation of monthly progress reports and invoices
- c. Schedule and work plan updates

1.2 COORDINATION MEETING – CONSULTANT will attend a preliminary coordination with the COUNTY to discuss proposed re-alignment expectations.

TASK 2 – DESIGN SERVICES

2.1 REDESIGN PROPOSED ROADWAY – CONSULTANT will prepare the design for the modified roadway alignment to minimize impacts to the Gabardine Subdivision. The roadway re-design shall include the following:

- a. Revise roadway alignment and profile
- b. Revise model and generate new cross-sections
- c. Update quantities and summary tables

2.2 REDESIGN PROPOSED STORM SEWER – CONSULTANT will prepare the design for the modified storm sewer layout associated with the modified roadway alignment outlines in section 2.1. The storm sewer re-design shall include the following:

- a. Revise storm sewer design (West 1 system, portion of West 2 system, and laterals)
- b. Update drainage calculation tables

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2.3 PLAN SHEET REVISIONS – CONSULTANT will prepare the design for the modified roadway alignment and storm sewer layout to minimize impacts to the Gabardine Subdivision. The re-design shall include the following:

- a. Typical sections - Revise to match new roadway alignment
- b. Revise TCP typical sections for Phases 1 - 3
- c. Revise TCP sheets for Phases 1 - 3
- d. Revise Horizontal Alignment data sheet
- e. Revise "removal" plan sheets (callouts)
- f. Revise roadway plan & profile sheets (callouts)
- g. Revise intersection detail sheets (Reserve Creek and Buckingham intersections)
- h. Revise driveway detail sheets (3 driveways)
- i. Revise storm sewer plan & profile sheets (West 1 and portion of West 2 systems)
- j. Revise storm sewer lateral sheets
- k. Revise culvert plan & profile sheet
- l. Revise existing utility plan sheets (callouts)
- m. Revise pavement marking and signing sheets (callouts/quantities)
- n. Revise temporary erosion control plan sheets
- o. Revise permanent erosion control plan sheets

2.4 QUALITY ASSURANCE / QUALITY CONTROL - CONSULTANT will perform quality assurance and quality control for the waterline reconstruction design based upon the quality assurance and quality control standards set forth in the Frate Barker Road Improvements Master Contract.

DELIVERABLE

- CONSULTANT shall provide one (1) electronic copy (PDF) and three (3) half size (11" x 17") sets of the revised plan sheets, as outlined above to the COUNTY.

OWNER RESPONSIBILITIES

The COUNTY will provide the following services to the CONSULTANT (subject to availability and need, based on individual project characteristics to be determined):

1. Assist the CONSULTANT, as necessary, in order to obtain required data and information from Gabardine Subdivision owners, and from other local, regional, state and federal agencies as well as from any engineering design consultants.

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ITEM 3: PAVEMENT MARKING REVISIONS

PURPOSE

In an effort to provide a safer environment for bicycle traffic utilizing Frate Barker Road, the COUNTY requested that the CONSULTANT change the proposed pavement marking layout along Frate Barker Road. Proposed revisions will incorporate a 1.5'-2' striped buffer zone between the outer travel lane for vehicles and the bike lane. The work to be performed under this proposal will follow the design guidelines as outlined in the NATCO Urban Bike Design Guide and shall consist of redesign of proposed pavement markings and updating of previously developed plan sheets.

CONSULTANT RESPONSIBILITIES

TASK 1 – PROJECT MANAGEMENT

1.1 GENERAL ADMINISTRATION – Perform general administration duties required to maintain the project. These tasks include:

- a. General project coordination
- b. Preparation of monthly progress reports and invoices
- c. Schedule and work plan updates

1.2 COORDINATION MEETING – CONSULTANT will attend a preliminary coordination with the COUNTY to discuss proposed pavement marking layout.

TASK 2 – DESIGN SERVICES

2.1 REDESIGN PROPOSED PAVEMENT MARKINGS – CONSULTANT will modify the previously developed pavement marking layout to incorporate a 1.5'-2' wide buffer zone between the vehicle lanes and bike lanes. The roadway re-design shall include the following:

- a. Revise pavement marking layout
- b. Update quantities and summary tables

2.2 PLAN SHEET REVISIONS – CONSULTANT will prepare the design for the modified pavement marking layout to incorporate proposed buffer zone. The re-design shall include the following:

- a. Revise typical section sheets (3 shts.)
- b. Revise Estimate and Quantity sheet (1 sht.)
- c. Revise quantity summary sheet (1 sht.)
- d. Revise intersection and driveway sheets (11 shts.)
- e. Revise traffic signal sheets (5 shts.)

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- f. Revise pavement marking sheets (6 shts.)
- g. Revise signing sheets (6 shts.)
- h. Revise pavement marking standard sheets (6 shts.)

2.3 QUALITY ASSURANCE / QUALITY CONTROL - CONSULTANT will perform quality assurance and quality control for the pavement marking design based upon the quality assurance and quality control standards set forth in the Frate Barker Road Improvements Master Contract.

DELIVERABLE

- CONSULTANT shall provide one (1) electronic copy (PDF) and three (3) half size (11" x 17") sets of the revised plan sheets, as outlined above to the COUNTY.

OWNER RESPONSIBILITIES

The COUNTY will provide the following services to the CONSULTANT (subject to availability and need, based on individual project characteristics to be determined):

1. Assist the CONSULTANT, as necessary, in order to obtain required data and information from Gabardine Subdivision owners, and from other local, regional, state and federal agencies as well as from any engineering design consultants.

ITEM 4: BIOFILTRATION POND DESIGN AND PLAN PREPARATION

PURPOSE

The COUNTY requested that the CONSULTANT provide engineering design services to change the previously designed water quality pond to a biofiltration pond. The design shall be based on City of Austin design criteria and will incorporate aesthetic considerations as identified by Travis County. Proposed services will include the design of the pond and preparation of plan sheets.

CONSULTANT RESPONSIBILITIES

TASK 1 – PROJECT MANAGEMENT

1.1 GENERAL ADMINISTRATION – Perform general administration duties required to maintain the project. These tasks include:

- a. General project coordination
- b. Preparation of monthly progress reports and invoices
- c. Schedule and work plan updates

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1.2 COORDINATION MEETING – CONSULTANT will attend a coordination meeting with the COUNTY to discuss proposed pond design characteristics and layout.

TASK 2 – DESIGN SERVICES

2.1 PRELIMINARY POND DESIGN - CONSULTANT will review previously developed roadway, stream bank stabilization and drainage plans, including proposed easements and pond location, to develop a preliminary biofiltration pond design.

2.2 FINAL PLAN SHEETS - CONSULTANT will develop final plan sheets for construction of biofiltration pond. The pond plans shall include the following:

- a. Pond layout sheet
- b. Pond section sheet
- c. Pond detail sheet
- d. Cost Estimate

2.3 LANDSCAPE SCREENING PLANS – CONSULTANT will design and develop preliminary and final landscape screening and irrigation plans and specifications for vegetative screening of the northern and eastern sides of the biofiltration pond. Plans and specifications shall be based on City of Austin design criteria and shall include the following:

- a. Landscape plan sheet with plant materials and legend
- b. Landscape standard detail sheets (City of Austin Standards)
- c. Irrigation plan sheet with legend
- d. Irrigation standard detail sheets (City of Austin Standards)
- e. Specifications for landscape and irrigation including 2-year establishment guidance.

2.4 COORDINATION WITH TCEQ – CONSULTANT will submit pond plans sheets to TCEQ for review and comments. CONSULTANT will coordinate as needed with the TCEQ until plan approval has been received.

2.5 QUALITY ASSURANCE / QUALITY CONTROL - CONSULTANT will perform quality assurance and quality control for the pavement marking design based upon the quality assurance and quality control standards set forth in the Frate Barker Road Improvements Master Contract.

SCHEDULE

The CONSULTANT will perform the outlined services and deliver the related documents according to the following schedule:

- Preliminary pond design submittal – 3 weeks following receipt of Notice to Proceed.
- Final pond design submittal – 3 weeks following receipt of COUNTY review comments on preliminary pond design.

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DELIVERABLES

- CONSULTANT shall provide one (1) electronic copy (PDF) and three (3) half size (11" x 17") sets of the preliminary pond, landscaping, and irrigation design sheets, as outlined above to the COUNTY.
- CONSULTANT shall provide one (1) electronic copy (PDF) and three (3) half size (11" x 17") sets of the final pond, landscaping, and irrigation design sheets, as outlined above to the COUNTY.
- CONSULTANT shall provide an opinion of probable construction cost for the pond, landscaping, and irrigation items.

OWNER RESPONSIBILITIES

The COUNTY will provide the following services to the CONSULTANT (subject to availability and need, based on individual project characteristics to be determined):

1. Assist the CONSULTANT, as necessary, in order to obtain required data and information from Gabardine Subdivision owners, and from other local, regional, state and federal agencies as well as from any engineering design consultants.
2. Provide the CONSULTANT with timely reviews and decisions necessary to permit the CONSULTANT to maintain an agreed upon project schedule.

ADDITIONAL SERVICES (Not Included In This Proposal)

1. Tree removal and replacement calculations, if necessary.
2. Landscaping mitigation needs related to creek, if necessary.
3. Landscape walls, location and design, if slopes become greater than 4:1.

ITEM 5: WATER QUALITY ENHANCEMENT ANALYSIS AND DESIGN

PURPOSE

The COUNTY requested that the CONSULTANT provide engineering design services to develop/incorporate various alternatives for increasing water treatment of storm water runoff along Frate Barker Road. CONSULTANT will evaluate the feasibility and applicability of the various alternatives and present the information to Travis County. Selected alternatives will then be incorporated into the project.

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CONSULTANT RESPONSIBILITIES

TASK 1 – PROJECT MANAGEMENT

1.1 GENERAL ADMINISTRATION – Perform general administration duties required to maintain the project. These tasks include:

- a. General project coordination
- b. Preparation of monthly progress reports and invoices
- c. Schedule and work plan updates

1.2 COORDINATION MEETING – CONSULTANT will attend a coordination meeting with the COUNTY to discuss proposed pond design characteristics and layout.

TASK 2 – EVALUATION

2.1 PRELIMINARY ANALYSIS OF ALTERNATIVES - CONSULTANT will evaluate feasibility and applicability of three water quality treatment methods to the Frate Barker Project. Treatment methods to be evaluated include:

- a. Bioswales and rain gardens
- b. Manufactured treatment devices
- c. Porous pavement and sidewalks

2.2 POLLUTANT (TSS) REMOVAL ESTIMATES – CONSULTANT will develop TSS removal estimates for each of the three approaches based on standard methods. An estimated per unit cost will also be prepared for each of the methods and will be compared on a dollar-per-pound basis for TSS removal.

2.3 PRESENTATION OF INFORMATION – CONSULTANT will prepare and submit to the COUNTY a technical memorandum to summarize the results of the analysis and to provide recommendations of the most beneficial methods that should be considered for incorporation into the project. CONSULTANT will meet with COUNTY to review the information provided in the memorandum.

TASK 3 – DESIGN SERVICES

3.1 PLAN PRODUCTION – Based on the water quality enhancements designs selected by the COUNTY, the CONSULTANT will develop final plans as needed. Depending on which alternatives are selected, the CONSULTANT will develop plan sheets, details, and/or specifications.

3.2 STORM SEWER REDESIGN – Depending on which designs are incorporated into the plans, CONSULTANT will revise previously designed storm sewer as needed to accommodate the water quality enhancements.

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3.3 COORDINATION WITH TCEQ – CONSULTANT will submit water quality enhancement plans sheets to TCEQ for review and comments. CONSULTANT will coordinate as needed with the TCEQ until plan approval has been received.

3.4 QUALITY ASSURANCE / QUALITY CONTROL - CONSULTANT will perform quality assurance and quality control for the pavement marking design based upon the quality assurance and quality control standards set forth in the Frate Barker Road Improvements Master Contract.

SCHEDULE

The CONSULTANT will perform the outlined services and deliver the related documents according to the following schedule:

- Technical memorandum submittal – 3 weeks following receipt of Notice to Proceed.
- Preliminary design submittal – 3 weeks following receipt of comments on Technical Memorandum.
- Final design submittal - 3 weeks following receipt of comments on preliminary design.

DELIVERABLES

- Technical memorandum summarizing analysis completed in task 2.
- CONSULTANT shall provide three (3) half size (11" x 17") sets of preliminary design sheets, specifications, and opinion of probable construction cost for the alternatives.
- CONSULTANT shall provide three (3) half size (11" x 17") sets of final design sheets, specifications, and opinion of probable construction cost for the final design.

OWNER RESPONSIBILITIES

The COUTNY will provide the following services to the CONSULTANT (subject to availability and need, based on individual project characteristics to be determined):

1. Assist the CONSULTANT, as necessary, in order to obtain required data and information from adjacent property owners, and from other local, regional, state and federal agencies as well as from any engineering design consultants.
2. Provide the CONSULTANT with timely reviews and decisions necessary to permit the CONSULTANT to maintain an agreed upon project schedule.

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WORK PRODUCT 5

ITEM 6: CONSTRUCTION PHASE SERVICES

PURPOSE

The CONSULTANT will provide construction phase services that have been requested by the COUNTY as additional services associated with the design tasks currently being performed. The work to be performed under this proposal shall consist of construction phase services to include: project meetings, answering and responding to RFI's, submittal reviews, revising plans if necessary, and materials testing.

CONSULTANT RESPONSIBILITIES

TASK 1 – PROJECT MANAGEMENT

1.1 GENERAL ADMINISTRATION – Perform general administration duties required to maintain the project. These tasks include:

- a. General project coordination
- b. Preparation of monthly progress reports and invoices
- c. Schedule and work plan updates

1.2 PRE-CONSTRUCTION MEETING – CONSULTANT will attend pre-construction meeting and prepare meeting minutes.

TASK 2 – CONSTRUCTION SERVICES

2.1 PROGRESS MEETINGS – CONSULTANT shall attend monthly on-site progress meetings associated with the roadway construction. Project duration is estimated to be 18 months. If the contract exceeds this duration, additional services will be required. Site visits will be conducted in conjunction with project meetings. A meeting log will be produced after each meeting, summarizing discussion topics and decisions made (assumes 12 monthly meetings).

2.2 REQUESTS FOR INFORMATION (RFI) – CONSULTANT will respond to Contractor's RFIs in relation to the roadway reconstruction (assumes 15 RFIs).

2.3 REVIEW OF SHOP DRAWINGS – CONSULTANT will review shop drawings submitted by the contractor for the roadway reconstruction (assumes 10 submittal reviews).

2.4 MINOR PLAN REVISIONS – CONSULTANT will perform up to three minor plan revisions (if necessary) for changes or conflicts related to the roadway reconstruction (assumes 2 plan revisions).

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- 2.5 FINAL WALK-THRU – CONSULTANT shall perform a final walk-thru of job upon completion of project and documentation of condition.
- 2.6 RECORD DRAWINGS – CONSULTANT will prepare revisions to the drawings based on the redlined construction drawings to be provided by the contractor. Redlines to be concise, legible, and on a single plan set.
- 2.7 TDLR FIELD INSPECTION – CONSULTANT will coordinate with TDLR to schedule plan review and field inspection meeting to evaluate compliance of construction activities with ADA and TDLR requirements.

TASK 3 – MATERIALS TESTING SERVICES

3.1 MATERIALS TESTING SERVICES – CONSULTANT (Holt Engineering, Inc.) shall provide periodic materials testing services for the duration of the project, follow recommended testing frequencies defined by the Texas Department of Transportation, and will include the following services:

- Laboratory Testing of Soils: Included proctors, sieves, Atterberg limits, lime/pH series curves and permeabilities as per specified or requested. Samples of subgrade and each type of backfill material will be picked up on-site or from designated borrow sites and transported to the lab for testing. Test results will be available 7 days after test has been performed.
- Moisture Density Field Testing: Includes moisture/density testing on subgrade, select fill, roadway base, and utility trench backfill. Tests will be made on each lift off fill prior to placement of any subsequent lifts. The CONSULTANT will verify that the appropriate proctor is being used and that the material used as fill (including select fill or roadway base) meets any written requirements in the plans and specifications.
- Concrete Testing: Includes a pre-pour verification of beam and footing excavations for cleanliness and reinforcement clearances, sizes, spacing, grade of steel and observation of concrete during placement including slump tests, air content, temperature and making test cylinders. Test cylinders will be made at each 50 cubic yards or fraction thereof on each day's pour or as specified in the plans. Test cylinders will be picked up and transported to the testing laboratory the following day after concrete is placed and cylinders broke at 7 days and 28 days or as specified in the plans. Unless job control is specified, concrete that is delivered to the job and is out of specifications will not be accepted or rejected by the CONSULTANT. The CONTRACTOR will be notified of deficiencies immediately and be the CONTRACTOR'S responsibility to accept or reject. If job control is specified, then the CONSULTANT will take responsibility of accepting or rejecting the delivered concrete which includes controlling the amount of water added to the concrete truck.
- Asphalt Testing: Includes obtaining grab samples from the batch during each day's placement or as specified in the plans. Bag samples will be transported to an outside

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accredited lab for testing extraction, gradation, specific gravity and HVEEM stability. Cores will be cut within the following week and thickness and bulk specific gravity will be verified.

All as needed testing service requests will be coordinated with the CONTRACTOR.

SCHEDULE

The fee and schedule is based on a 365 working day (approximately 18 months) construction schedule. If revisions or time extensions to this contract are necessary, this work will be done under a separate supplemental work authorization.

DELIVERABLES

- CONSULTANT shall provide written materials testing reports that will include work performed, date, time and location of all tests and other pertinent information. All test reports will be reviewed and signed by a registered professional engineer.
- CONSULTANT shall provide three (3) half size (11" x 17") sets of the signed and sealed drawings related to revisions identified in the scope of work.
- CONSULTANT shall provide one (1) electronic copy (PDF) and one (1) hardcopy of all Shop Drawing review comments.
- CONSULTANT shall provide one (1) final set of half size (11" X 17") bond Record Drawing plans.
- CONSULTANT shall provide one (1) copy each of the plan review report and field inspection report as provided by TDLR.

OWNER RESPONSIBILITIES

The COUNTY will provide the following services to the CONSULTANT (subject to availability and need, based on individual project characteristics to be determined):

1. Provide sample documents regarding format and topic contents for shop drawing review.
2. Assist the CONSULTANT, as necessary, in order to obtain required data and information from City of Austin departments, and from other local, regional, state and federal agencies as well as from any engineering design consultants.
3. Provide the CONSULTANT with timely reviews and decisions necessary to permit the CONSULTANT to maintain an agreed upon project schedule.

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ADDITIONAL SERVICES (Not Included In This Proposal)

1. Services resulting from significant changes in the general scope, extent, or character of the project or scope of work, and revising previously accepted studies, reports, design documents, or contract documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes, or orders enacted subsequent to the preparation of such studies, reports, or documents, or are due to any other causes beyond CONSULTANT's control.
2. Providing construction staking.
3. Preparing to serve or serving as an Engineer or witness for COUNTY in any litigation, arbitration, or other legal or administrative proceeding.
4. Revisions, additions, and changes to design(s) due to citizen advisory or oversight groups.
5. Services in connection with work directive changes and change orders to reflect changes requested by COUNTY.
6. Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by Contractor; and services after the award of contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by Contractor.
7. It is assumed that the geotechnical investigation performed during the preliminary design phase is adequate and no additional geotechnical field investigations are included in this proposal.
8. It is assumed that the drainage improvements associated with this project will be performed concurrently with the roadway reconstruction. Therefore, traffic control for drainage improvements will be included with the roadway improvements and a separate traffic control plan is not a part of this scope.
9. It is assumed that the erosion and sedimentation control design will include one design for the utility, drainage, and roadway improvements. Separate designs for each portion of work are not included as a part of this scope. Development of a Water Pollution and Abatement Plan (WPAP) is not included as a part of this work.
10. Assisting the COUNTY in determining what additional information on Contractor qualifications may be required to be submitted by the bidders with their bids.
11. Preparation of Federal Emergency Management Agency submittals, U.S. Army Corps of Engineers Section 404 Permit submittals, and Environmental Protection Agency storm water permit documents.
12. Any services not specifically stated in this proposal.



Travis County Commissioners Court Agenda Request

Meeting Date: January 28, 2014
Prepared By/Phone Number: David A. Salazar, Executive Assistant
512-854-9558

Elected/Appointed Official/Dept. Head: County Judge's Office
Commissioners Court Sponsor:

AGENDA LANGUAGE:

CONSIDER AND TAKE APPROPRIATE ACTION ON A PROPOSAL UNDER CONSIDERATION BY THE BOARD OF DIRECTORS OF THE STRATEGIC HOUSING FINANCE CORPORATION REGARDING ADDITIONAL COMPENSATION FOR THE EXECUTIVE DIRECTOR OF THE TRAVIS COUNTY HOUSING AUTHORITY. **(THIS ITEM MAY BE TAKEN INTO EXECUTIVE SESSION UNDER THE CONSULTATION WITH ATTORNEY EXCEPTION)**

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: January 21, 2013
Prepared By/Phone Number: Bob Moore, Executive Assistant
512-854-9387

A handwritten signature in black ink, appearing to read "Gerald Daugherty".

Elected/Appointed Official/Dept. Head: Commissioner Gerald Daugherty

Commissioners Court Sponsor: Commissioner Gerald Daugherty

AGENDA LANGUAGE:

CONSIDER AND TAKE APPROPRIATE ACTION TO APPOINT JOE BAIN AS TRAVIS COUNTY'S SMALL CITIES REPRESENTATIVE TO THE CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION (CAMPO) POLICY BOARD.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials 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.

Resume / Data Sheet

Joe D. Bain, Jr

411 Dasher Dr.
Lakeway, TX 78734
512-970-1041



Current Involvement:

City of Lakeway City Council since May 2009, current term ends May 2015
Member Supervisory Board of Directors Austin Telco Federal Credit Union
Liaison between City Council and Lake Travis Chamber of Commerce
Council Liaison to City Heritage Commission
Council Liaison to City Arts Commission
Past Liaison to Zoning and Planning Commission
Past Liaison to City Building Commission
Current Member Leadership Lake Travis Class
Own Small Web Hosting Business

2012 Instructor for AT&T U-Verse Services – trained Installation Technicians

1996 - 2001 Southwestern Bell Telephone Special Services Management in 2001 – 150
Technicians and Managers - Budget 2 Million +

1988 – 1996 Technical Manager for High Speed Data – Liaison with State of Texas Data Services

1970 – 1988 – various positions on AT&T Vice-Presidential Staff – Houston, TX, includes data
services for Video Services, Major Business Telecommunications, Small Business Data and
Communications

1995 Negotiated Purchase of Lakeway Airpark and formed Lakeway Airpark, Inc. that still owns
and runs Airpark in City of Lakeway.

Education:

University of Houston
Phoenix University
Massachusetts Institute of Technology (AT&T)
Austin Community College



Travis County Commissioners Court Agenda Request

Meeting Date: January 28, 2014

Prepared By/Phone Number: Lisa Rush, Law Library Manager 854-9290

Elected/Appointed Official/Dept. Head: Steven Broberg, Director of RMCR

Commissioners Court Sponsor: Samuel T. Biscoe, County Judge

A handwritten signature in black ink, appearing to be "S. Biscoe", located to the right of the "Elected/Appointed Official/Dept. Head" line.

Proposed Motion:

CONSIDER AND TAKE APPROPRIATE ACTION ON AMENDING CHAPTER 38, LAW LIBRARY POLICIES.

Summary and Staff Recommendation:

Records Management recommends that the current Chapter 38 Library Policies repealed and replaced with the attached Chapter 38 Library Policies.

Budget and Fiscal Impact:

A 24x16x10 airline baggage sizer costs \$165.

Issues and Opportunities:

The replacement chapter updates the Law Library policy pertaining to use of the Library and equipment and the number and size of personal belongings a patron may bring into the Law Library. Section 38.005 was expanded to encourage patrons to provide feedback on the implementation and enforcement of the policy to the director of Records Management and Communication Resources.

Business Use

Section 38.003(e), *Business Use*, is a new policy. It states that the Law Library shall not be used in lieu of an office for running any type of business. The intention is not to limit the use of the Law Library by those who need the Library for research, to prepare pleadings, to hold mediations, to print, etc. The intent is aimed at attorneys and non-attorneys who keep daily office hours in the Law Library and who prevent others from using tables and computers for hours every day.

Personal Belongings

There is not enough space in the Law Library to safely accommodate all of the personal belongs our patrons desire to bring into the Law Library. Current library policies restrict the size of bags to 18 x 10 x18 but it does not restrict the quantity. The result is that patrons bring in several bags. The proposed policies increases the size limit to 24x16x10 inches or a volume of 3,840 cubic inches and specifies total baggage more than this volume is not permitted in the Law Library. The Law Library intends to purchase a baggage sizer of those dimensions. Personal belongs, regardless of quantity, fitting into the baggage sizer will be permitted in the Law Library.

The Law Library and Facilities Management have been communicating about the possibility of adding lockers to the Grange lobby area for visitors to store their additional personal belongings.

Equipment Use

When all the public access computers are functional, the Law Library has 12 computers available for public use. Four are designated for contracted database use (Lexis and Westlaw). The proposed policy states that computers may also be designated for specific sites and specific purposes, such as e-filing and completing electronic forms. General uses computers may be repurposed for designated use if too few research computers are available either because of computer malfunctions or more patrons needed to do legal research than we have legal research computers available.

Background:

Chapter 38 was adopted in 2008 and amended in 2009.

Required Authorization:

County Attorney's Office

cc:

Facilities Management

Exhibits:

Red-lined Chapter 38

Accepted Red-Line Chapter 38

Order adopting amendment

**Order of the Travis County Commissioners Court
Amending the Travis County Code, Chapter 38**

Pursuant to Chapter 2 of the Travis County Code, it is ordered that the Travis County Code is amended by repealing *Chapter 38. Law Library* policies and replacing it with the attached *Chapter 38. Law Library* policies.

The changes ordered shall become effective on January 28, 2014.

ORDERED on: (date) _____.

Travis County Commissioners Court

Samuel T. Biscoe
Travis County Judge

Ron Davis
Commissioner, Precinct 1

Bruce Todd
Commissioner, Precinct 2

Gerald Daugherty
Commissioner, Precinct 3

Margaret Gómez
Commissioner, Precinct 4

Chapter 38. Law Library

Contents:

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| 38.001 | General Information 1 |
| 38.002 | Services 1 |
| 38.003 | Environment 3 |
| 38.004 | Compliance with Laws; Violations 4 |
| 38.005 | Application and Enforcement of Policy 5 |
| 38.006 | Posting of Law Library Policy 5 |

38.001 General Information

The Law Library is intended for use by persons engaged in law-related research. The purpose of this policy is to ensure that Law Library patrons are provided a pleasant atmosphere that facilitates legal research.

38.002 Services

- (a) Intent to utilize resources. Patrons shall be engaged in activities associated with the use of a public law library while in the Law Library. Patrons not engaged in reading, studying, or using Law Library materials may be required to leave the Law Library.
- (b) Computer use
 - (1) Use of Legal Research Computers
 - (A) The Law Library provides computers to help patrons in their legal research. Use of the legal research computers to play games, view pornography, or for other non-law related uses is not allowed and may lead to the patron being asked to leave or restricted from using the computers.
 - (B) Designated computers
 - (i) Computers designated for specific sites, databases or uses may be used solely for the purpose of conducting legal research using those proprietary tools or for the use specified. Examples of specific sites/databases include Westlaw, Lexis, Texas.gov, and TexasLawHelp.org Examples of specific uses include e-Filing and completing electronic forms.
 - (ii) Designated computers may be used for up to two (2) hours per County business day.
 - (iii) Patrons who are not attorneys, legal professionals or law students may be required to have a Law Library staff assist them in accessing and using designated computers.

- (2) Use of General Use Computers
 - (A) Computers labeled "General Use" may be used for non-legal research purposes.
 - (B) No time limit applies to use of General Use computers during the County business day with the following exceptions:
 - (i) If another patron needs to use the computer for legal research and no other legal research computer is available; or
 - (ii) If, due to computer malfunctions or similar issues, two or fewer research computers are available for legal research.
 - (C) Use of the computers to view pornography or play games may lead the patron to being asked to leave or restricted from using the computers.
 - (3) Patrons who use a Law Library device to print will be charged \$.20 per printed page. If a patron has accumulated unpaid charges amounting to \$5.00 or more, the patron shall be restricted from using the device until such time as the overdue sum is paid in full.
 - (4) Computer use log. Law Library staff may maintain an electronic log of patron use of computers and internet access.
- (c) Circulation of Materials
- (1) The Law Library circulates materials to patrons who are current members of the State Bar of Texas and who present a valid membership card.
 - (2) The Law Library shall discontinue circulating materials to patrons who fail to return materials.
 - (3) Materials may be checked out for three business days. Materials marked "Reference" or "Library Use Only" may not be circulated.
 - (4) Patrons who remove materials from the library without checking the materials out shall be asked to leave and restricted from returning.
- (d) Fax Services. The Law Library takes reasonable steps to protect the confidentiality and privacy of faxes sent from the Law Library. However, if it comes to the attention of Law Library staff that a patron is sending faxes that, in the reasonable opinion of Law Library staff, are threatening in nature, the Law Library may discontinue providing the fax service to that patron permanently. All patron faxes will contain a cover sheet with this disclaimer:

"The information contained on the attached pages, which are being transmitted by a fax machine located in a Travis County Law Library, has been prepared, assembled, and compiled by a private citizen acting in his/her own capacity, without the control, direction, endorsement, sponsorship or control of Travis County. Travis County and

the Law Library staff make no representation or warranty, express or implied, or assume any legal liability or responsibility for the contents of the information contained on these pages, nor for the accuracy, completeness, usefulness, timeliness, or fitness for any particular purpose of any such information. Travis County, and its officials, agents and employees shall not be liable for any loss or injury, however arising, resulting in whole or in part from the use of any information contained in the information being transmitted or from any reliance placed thereon.”

- (e) **Equipment.** Patrons shall not attempt to make repairs or alterations to Law Library computers or equipment. Patrons should instead ask staff for assistance.
- (f) **Telephones.** The Law Library provides a public access telephone for use by patrons. Calls shall be limited to a maximum of 5 minutes.
- (g) **Restricted Areas.** Only public areas of the Law Library may be accessed by patrons. Patrons are restricted from entering: the Book Processing Room, Law Librarian offices, the corridor connecting the Law Library to RMCR offices, the area behind the Front Desk, and Copy Rooms.

38.003 Environment

- (a) **Disruptive behavior.** Patrons shall respect the rights of other patrons. Patrons shall not harass or annoy other patrons, or otherwise behave in a manner which may be reasonably expected to disturb others.
- (b) **Theft and vandalism.** Patrons shall not write in, damage, remove pages, or mark on Law Library books or other Law Library property.
- (c) **Noise.** To avoid disturbing other Law Library patrons, patrons shall observe silence except when requesting assistance from the reference desk staff. Noise and loud or profane language will not be tolerated. Patrons who need to converse must do so quietly so as not to disturb others.
- (d) **Solicitation.** Selling and solicitation are prohibited in the Law Library.
- (e) **Business Use.** The Law Library shall not be used in lieu of an office for running any type of business.
- (f) **Sleeping.** Sleeping is prohibited in the Law Library.
- (g) **Eating.** Eating is prohibited in the Law Library. Beverages are permitted except in the computer area.
- (h) **Children.** Unattended children are not allowed in the Law Library. In the event that a child is left unattended for more than 15 minutes, Law Library staff shall notify the Travis County Sheriff's Office. Any adult who brings a child into the Law Library must supervise and monitor the child's behavior at all times.
- (i) **Cell phones.** Because ring tones can be loud, patrons' cell phones should be set to "vibrate" or turned off. Any calls should be made outside the Law Library as telephone conversations may disrupt the concentration of other

- patrons. Patrons who receive a cell phone call should step into the hall to hold the conversation.
- (j) Laptop computers. Laptops may be plugged in to draw AC power. The volume on all laptops must be set to "mute."
 - (k) Personal Belongings
 - (1) Patrons' personal belongings should fit neatly under the table and may not take up so much space as to deny other patrons a seating opportunity at the same table.
 - (2) Walkways and aisles shall be kept clear and unobstructed by personal items.
 - (3) Bedrolls, sleeping bags, and blankets are not permitted in the Law Library.
 - (4) Patrons should limit their carry-in items to those materials necessary to accomplish their legal research. For safety and security, bags larger than 24"x16"x10" (twenty-four inches x sixteen inches x ten inches) or bags having a combined volume of over 3840 cubic inches are not permitted in the Law Library.
 - (5) Patrons may not leave belongings unattended for more than 15 minutes or after 5:00 p.m. Law Library staff may remove the belongings left unattended more than 15 minutes and place them in the custody of County security personnel. Arranging for the retrieval of such belongings shall be the sole responsibility of the patron.
 - (l) Hygiene. Any patron, as well as the personal belongings of any patron, emanating an odor (including perfume) constituting a nuisance to other patrons and that is detectable from more than eight (8) feet away will be asked to leave the library until the situation can be corrected.
 - (m) Offensive Acts. No spitting, cursing or other acts or behavior considered offensive in the reasonable opinion of Law Library staff will be permitted.

38.004 Compliance with Laws; Violations

- (a) Patrons shall comply with all federal, state and local laws, rules, regulations and ordinances while in the Law Library, including without limitation:
 - (1) copyright, trademark and other intellectual property laws governing access, use, duplication, manipulation, distribution or other handling of materials located in the Law Library or materials accessed through Law Library resources;
 - (2) privacy and/or confidentiality laws applicable to electronic communications, cable and video technology and the internet; and

- (3) laws prohibiting cybersquatting, dilution, deceptive trade practices, unfair competition, and unlawful electronic or computer information transactions.
- (b) Patrons who violate any such laws shall be asked to leave the Law Library and may be restricted from returning.

38.005 Application and Enforcement of Policy

Any violation of this policy shall result in the responsible patron being asked to leave the Law Library until such time as the patron, in the reasonable opinion of Law Library staff, is able to demonstrate an ability and willingness to comply with this policy. Law Library staff maintains an "incident log" in which all violations of this policy are recorded. Patrons who repeatedly violate this policy may be subject to additional Law Library access restrictions and/or restrictions on use of Law Library resources.

Patrons with questions about the amendment, application, or enforcement of this policy are encouraged to contact the director of Records Management and Communication Resources.

38.006 Posting of Law Library Policy

For patrons' information and convenience, a copy of this policy shall be posted in the Law Library, on the Travis County Law Library webpage, and on the entry screens of all Law Library computers.

CHAPTER 38. LAW LIBRARY

38.001 General Information

The Law Library is intended for use by persons engaged in law-related research. The purpose of this policy is to ensure that Law Library patrons are provided a pleasant atmosphere ~~which that~~ facilitates ~~the performance of~~ legal research.

38.002 Services

- (a) **Intent to utilize resources.** Patrons shall be engaged in activities associated with the use of a public law library while in the Law Library. Patrons not engaged in reading, studying, or using Law Library materials may be required to leave the Law Library.
- (b) **Computer use.**
- (1) **Use of Legal Research Computers.**
- (A) The Law Library provides computers to ~~help~~ patrons in their legal research. Use of the ~~legal research~~ computers to play games, view pornography, or for other non-law related uses is not allowed and may lead to the patron being asked to leave or restricted from using the computers.
- (B) Designated computers. Computers ~~designated for specific sites, databases or uses designated as "Lexis-dedicated" or "Westlaw-dedicated"~~ may be used solely for the purpose of conducting legal research using those proprietary tools ~~or for the use specified. Examples of specific sites/databases include Westlaw, Lexis, Texas.gov, and TexasLawHelp.org. Examples of specific uses include e-Filing and completing electronic forms. D~~Research-designated computers may be used for up to two (2) hours per County business day. Patrons who are not attorneys, legal professionals or law students may be required to have a Law Library staff assist them in accessing and using ~~designated computers, online databases and/or conducting legal research.~~
- (2) **Use of General Use Computers:**
- (A) ~~Computers labeled "General Use" may be used for non-legal research purposes.~~
- (B) No time limit applies to use of General Use computers during the County business day ~~with the following exceptions:~~
- (i) ~~If another patron needs to use the computer for legal research and no other legal research computer is available; or~~
- (ii) ~~If, due to computer malfunctions or similar issues, two or fewer research computers are available for legal research.~~
- (C) Use of the computers to view pornography ~~or play games~~ may lead the patron to being asked to leave or restricted from using the computers.
- (3) Patrons who use ~~the a~~ Law Library ~~device to print ers or similar devices~~ will be charged \$.20 per printed page. If a patron has accumulated unpaid ~~printing~~ charges amounting to \$5.00 or more, the patron shall be restricted from ~~printing using the device~~ until such time as the overdue sum is paid in full.

Comment [LR1]: Since this policy was written in 2009, new legal research and legal applications helpful to our patrons have been developed. Currently, the Law Library does not have an e-filing station but expects to have one in the future.

Comment [LR2]: Malfunctions happen unpredictably, and when they do, we need to prioritize the use of the computers for legal research.

Comment [LR3]: The Law Library is moving to multifunction devices that are printers, but are also scanners, faxes, and copiers.

- (4) **Computer use log.** Law Library staff may maintain an electronic log of patron use of computers and internet access.

(c) **Circulation of Materials.**

- (1) The Law Library circulates materials to patrons who are current members of the State Bar of Texas and who present a valid membership card.
- (2) The Law Library shall discontinue circulating materials to patrons who fail to return materials.
- (3) Materials may be checked out for three business days. Materials marked "Reference" or "Library Use Only" may not be circulated.
- (4) Patrons who remove materials from the library without checking the materials out shall be asked to leave and restricted from returning.

- (d) **Fax Services.** The Law Library takes reasonable steps to protect the confidentiality and privacy of faxes sent from the Law Library. However, if it comes to the attention of Law Library staff that a patron is sending faxes that, in the reasonable opinion of Law Library staff, are threatening in nature, the Law Library may discontinue providing the fax service to that patron permanently. All patron faxes will contain a cover sheet with this disclaimer:

"The information contained on the attached pages, which are being transmitted by a fax machine located in a Travis County Law Library, has been prepared, assembled, and compiled by a private citizen acting in his/her own capacity, without the control, direction, endorsement, sponsorship or control of Travis County. Travis County and the Law Library staff make no representation or warranty, express or implied, or assume any legal liability or responsibility for the contents of the information contained on these pages, nor for the accuracy, completeness, usefulness, timeliness, or fitness for any particular purpose of any such information. Travis County, and its officials, agents and employees shall not be liable for any loss or injury, however arising, resulting in whole or in part from the use of any information contained in the information being transmitted or from any reliance placed thereon."

- (e) **Equipment.** Patrons shall not attempt to make repairs or alterations to Law Library computers or equipment. Patrons should instead ask staff for assistance.

- (f) **Telephones.** The Law Library provides a public access telephone for use by patrons. Calls shall be limited to a maximum of 40-5 minutes.

- (g) **Restricted Areas.** Only public areas of the Law Library may be accessed by patrons. Patrons are restricted from entering: the Book Processing Room, Law Librarian offices, the corridor connecting the Law Library to RMCR offices, the area behind the Front Desk, and Copy Rooms.

38.003 Environment

- (a) **Disruptive behavior.** Patrons shall respect the rights of other patrons. Patrons shall not harass or annoy other patrons, or otherwise behave in a manner which may be reasonably expected to disturb others.
- (b) **Theft and vandalism.** Patrons shall not write in, damage, remove pages, or mark on Law Library books or other Law Library property.
- (c) **Noise.** To avoid disturbing other Law Library patrons, patrons shall observe silence except when requesting assistance from the reference desk staff. Noise and loud or

profane language will not be tolerated. Patrons who need to converse must do so quietly so as not to disturb others.

(d) **Solicitation.** Selling and solicitation are prohibited in the Law Library.

~~(e)~~ **Business Use.** The Law Library shall not be used in lieu of an office for running any type of business.

~~(e)~~(f) **Sleeping.** Sleeping is prohibited in the Law Library.

~~(f)~~(g) **Eating.** Eating is prohibited in the Law Library. Beverages are permitted except in the computer area.

~~(g)~~(h) **Children.** Unattended children are not allowed in the Law Library. In the event that a child is left unattended for more than 15 minutes, Law Library staff shall notify the Travis County Sheriff's Office. Any adult who brings a child into the Law Library must supervise and monitor the child's behavior at all times.

~~(h)~~(i) **Cell phones.** Because ring tones can be loud, patrons' cell phones should be set to "vibrate" or turned off. Any calls should be made outside the Law Library as telephone conversations may disrupt the concentration of other patrons. Patrons who receive a cell phone call should step into the hall to hold the conversation.

~~(i)~~(j) **Laptop computers.** Laptops may be plugged in to draw AC power. The volume on all laptops must be set to "mute."

~~(j)~~(k) **Baggage Personal Belongings**

(1) Patrons' personal belongings should fit neatly under the table and may not take up so much space as to deny other patrons a seating opportunity at the same table.

(2) Walkways and aisles shall be kept clear and unobstructed by personal items.

~~(3)~~ Suitcases, bedrolls, sleeping bags, and blankets are not permitted in the Law Library.

(4) Bags larger than 18"x18"x10" (eighteen inches x eighteen inches x ten inches) are not permitted in the Law Library. Patrons should limit their carry-in items to those materials necessary to accomplish their legal research. For safety and security, bags larger than 24"x16"x10" (twenty-four inches x sixteen inches x ten inches) or bags having a combined volume of over 3840 cubic inches are not permitted in the Law Library.

~~(5)~~ Patrons may not leave belongings unattended for more than 30-15 minutes or after 5:00 p.m. Law Library staff may remove the belongings left unattended more than 30-15 minutes and place them in the custody of County security personnel. Arranging for the retrieval of such belongings shall be the sole responsibility of the patron.

(k) **Hygiene.** Any patron, as well as the personal belongings of any patron, emanating an odor (including perfume) constituting a nuisance to other patrons and that is detectable from more than eight (8) feet away may will be asked to leave the library until the situation can be corrected. No spitting, cursing or other acts or behavior considered offensive in the reasonable opinion of Law Library staff will be permitted.

Comment [LR4]: The Law Library encourages the use of its spaces for such purposes as mediation, study, preparation of filings, research, etc. This section is not meant to limit those uses. The issue we are trying to address is attorneys, paralegals and non-law related business persons commandeering tables and computers all day, every day to run their businesses out the Law Library.

Comment [LR5]: When this policy was written in 2009 we did not have the problem of patrons bringing more than two bags into the Law Library. Now patrons are bringing in three or four or more smaller bags.

Comment [LR6]: The size is based on carryon baggage sizes for public transportation. Airlines increased their baggage size in 2011. The proposed size either matches or exceeds the new size restrictions for the major airlines.

Comment [LR7]: Changed from "may" to "will" due to advice from attorney about avoiding arbitrary enforcement.

38.004 Compliance with Laws; Violations

(a) Patrons shall comply with all federal, state and local laws, rules, regulations and

ordinances while in the Law Library, including without limitation:

- (1) copyright, trademark and other intellectual property laws governing access, use, duplication, manipulation, distribution or other handling of materials located in the Law Library or materials accessed through Law Library resources;
 - (2) privacy and/or confidentiality laws applicable to electronic communications, cable and video technology and the internet; and
 - (3) laws prohibiting cybersquatting, dilution, deceptive trade practices, unfair competition, and unlawful electronic or computer information transactions.
- (b) Patrons who violate any such laws shall be asked to leave the Law Library and may be restricted from returning.

38.005 Application and Enforcement of Policy

Any violation of this policy shall result in the responsible patron being asked to leave the Law Library until such time as the patron, in the reasonable opinion of Law Library staff, is able to demonstrate an ability and willingness to comply with this policy. Law Library staff maintains an "incident log" in which all violations of this policy are recorded. Patrons who repeatedly violate this policy may be subject to additional Law Library access restrictions and/or restrictions on use of Law Library resources.

Patrons with questions about the amendment, application, or enforcement of this policy are encouraged to contact the director of Records Management and Communication Resources.

Comment [LR8]: Purpose of addition: provide a non-librarian pathway for patron feedback on the policy.

38.006 Posting of Law Library Policy

For patrons' information and convenience, a copy of this policy shall be posted in the Law Library, on the Travis County Law Library webpage, and on the entry screens of all Law Library computers.

Examples of Airline Baggage Sizers



Baggage Sizer - Cage Only (Model # BSCO22149-AL and BSCO241610-AL)

Features

- » **4 Side Cage:** ensures accurate measurement of baggage.
- » **Felt on Bottom:** to protect floors from scratching.
- » **Clear Anodized (Silver) Aluminum Construction:** for easier handling and lower shipping costs.

Options

- » **Signage Panel:** digitally printed for marketing and information display.
- » **Custom Sizes Available**

| Cage Only Baggage Sizer (Click on a Model Number to Request a Quote) | | |
|--|-----------------------|---------------|
| Model | Cage Size | Poster Size |
| BSCO22149-AL | 22" W x 14" H x 9" D | 20" W x 14" H |
| BSCO241610-AL | 24" W x 16" H x 10" D | 20" W x 16" H |



Baggage Sizer - Closed Cage (Model # BSCC22149-AL and BSCC241610-AL)

Features

- » **4 Side Cage:** ensures accurate measurement of baggage.
- » **Felt on Bottom:** to protect floors from scratching.
- » **Top Bar Included:** to prevent poster from pulling out during use.
- » **Replaceable Poster:** to update branding or messages. Single sided standard, double sided optional. Poster priced separately.
- » **Clear Anodized (Silver) Aluminum Construction:** for easier handling and lower shipping costs.

Options

- » **Wheels:** for easy transport. Unit is stable when in use; tip to engage wheels (requires rubber feet.)
- » **Ruler Decal:** to measure odd sized items.
- » **Rubber Feet:** keeps unit from sliding.
- » **Custom Sizes Available**

| Closed Cage Baggage Sizer (Click on a Model Number to Request a Quote) | | |
|--|-----------------------|---------------|
| Model | Cage Size | Poster Size |
| BSCC22149-AL | 22" W x 14" H x 9" D | 22" W x 28" H |
| BSCC241610-AL | 24" W x 16" H x 10" D | 24" W x 28" H |



Baggage Sizer - Open Ended (Model # BSOE22149-ST and BSOE241610-ST)

Features

- » **Smooth Sheet Metal Lined Cage:** keeps handles and straps from getting snagged during use.
- » **Open End:** allows bags to slide in and out more easily.
- » **Top Bar Included:** to prevent the poster from pulling out during use.
- » **Rubber Feet:** keeps unit from sliding.
- » **Replaceable Poster:** to update branding or messages. Single sided standard, double sided optional. Poster priced separately.
- » **Durable Welded Steel Construction:** with customizable powder coat finish. Grey/Silver standard.

Options

- » **Wheels:** for easy transport. Unit is stable when in use; tip to engage wheels (requires rubber feet).
- » **Ruler Decal:** to measure odd sized items.
- » **Logo Decal:** for additional branding.
- » **Custom Sizes Available**



Travis County Commissioners Court Agenda Request

Meeting Date: January 28, 2014

Prepared By/Phone Number: Karen Maxwell – 47508

Elected/Appointed Official/Dept. Head:

Greg Hamilton, Sheriff

Sherri Fleming, County Executive Health & Human Services

Commissioners Court Sponsor: Judge Sam Biscoe

AGENDA LANGUAGE:

Consider and approve authorization for execution of Memorandum of Understanding between SafePlace and Travis County Sheriff's Office and Health & Human Services, Office of Children's Services, related to participation in the Manor Collaborative to Promote Safe and Healthy Relationships.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

The Travis County Sheriff's Office requests authorization for Sheriff Hamilton to execute documents related to TCSO's participation in the Manor Collaborative to Promote Safe and Healthy Relationships. Additionally, Health & Human Services Office of Children's Services requests authorization for Sherri Fleming to execute the document related to HHS OCS participation in the Manor Collaborative to Promote Safe and Healthy Relationships.

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING: None

REQUIRED AUTHORIZATIONS:

Sam Biscoe, County Judge

Greg Hamilton, Sheriff

Sherri Fleming, County Executive Health & Human Services

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.



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Chief Deputy

GREG HAMILTON
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DARREN LONG
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MARK SAWA
Major - Administration & Support

January 15, 2014

MEMORANDUM

To: The Travis County Commissioners Court
From: Karen Maxwell, Senior Planner 
Subject: Manor Collaborative to Promote Safe and Healthy Relationships - MOU

An opportunity for community collaboration and partnership has recently arisen. In December 2013, a grant solicitation was issued by the U.S. Department of Justice, Office of Violence Against Women (OVWA), for consolidated programs to address children and youth experiencing domestic and sexual assault and engage men and boys as allies. SafePlace has reviewed this solicitation, considered identified needs within the community and engaged partners to plan and participate in this project.

If funded, this project will establish a collaborative to prevent, intervene, treat and respond to domestic violence, sexual assault, dating abuse and stalking affecting youth ages 3-18 in Manor, Texas. A current evaluation of the Expect Respect Support Groups, that includes counseling services in Manor ISD for students exposed to violence or abuse, reflects a high rate of children who are exposed to violence and abuse within that district. Existing funding for the evaluation ends in May 2014, and SafePlace has been seeking funding opportunities to continue this work in light of the identified needs; this solicitation offers such an opportunity.

SafePlace, as the lead applicant and fiscal agent, has recruited strong community partners: Manor Independent School District, Austin Children's Shelter, Con MI MADRE, Travis County Sheriff's Office and Travis County Health and Human Services/Veteran Services Office of Children Services, Austin/Travis County Family Violence Task Force, and the African American Youth Harvest Foundation. Eligibility guidelines for this solicitation require that these partnerships be documented in a Memorandum of Understanding (MOU) that must be submitted with the application, which is due by February 4, 2014.

The Travis County Sheriff's Office (TCSO) and Travis County Health and Human Services Office of Children Services (OCS) have been engaged in planning discussions for this project and seek the Court's support to execute a memorandum of understanding formalizing each department's participation with this project.

TCSO participation in this project includes collaboration with Manor ISD and project partners to implement prevention education sessions for students, community campaigns, and bystander intervention training, and a representative of the office will serve on the leadership

team for the project. TCSO provides SRO services for Manor ISD under a separate interlocal contract and has been a partner in education for a number of years. No additional FTEs or funding is requested from this grant or Commissioners Court in support of this participation.

OCS will support this project by identifying and supporting training for social and behavioral health service providers that is provided by SafePlace and other community partners, giving expertise and direction to assist in developing systems for interagency collaboration. Additionally, OCS will support the coordination of referrals and services that will occur through the school system and through the Travis County Community Center in Manor which provides access to services outside of the school system. A representative from OCS will be identified to serve on the project leadership team. No additional FTEs or funding is requested from this grant or Commissioners Court in support of this participation.

The attached memorandum of understanding has been reviewed and approved by the Travis County Attorney, and we ask for the Court's review and approval to execute the attached document. This project will establish strong collaborations to protect and support the children and youth of Travis County, and we appreciate your endorsement of these efforts.

If you have any questions, please contact me at 854-7508 or via email at karen.maxwell@co.travis.tx.us.

xc: Laura Peveto, HHS Office of Children Services
Jim Connolly, County Attorney
Travis Gatlin, PBO
Kelly Page, TCSO Community Outreach

Memorandum of Understanding (MOU).
FY 2014 OVW Consolidated Youth grant applicant: SafePlace.

Clearly identify the partners and provide a brief history of the collaborative relationship among those partners, including when and under what circumstances the relationship began and when each partner entered into the relationship.

Project Title: Manor Collaborative to Promote Safe and Healthy Relationships.

Purpose: U.S. Department of Justice, Office on Violence Against Women (OVW), FY 2014 Consolidated Grant Program to Address Children and Youth Experiencing Domestic and Sexual Assault and Engage Men and Boys as Allies (Consolidated Grant), Comprehensive Project.

Lead applicant: Travis County Domestic Violence and Sexual Assault Survival Center d/b/a SafePlace.

Primary partners: Manor Independent School District, Austin Children's Shelter, Con MI MADRE, Travis County Sheriff's Office and Travis County Health and Human Services/Veteran Services Office of Children Services, Austin/Travis County Family Violence Task Force, and the African American Youth Harvest Foundation.

Manor, located in Travis County, Texas is one of the nation's fastest growing communities and home to a diverse, underserved population. Manor's 12 public schools play a central role in the lives of 8,000 children and their families. Manor Independent School District (MISD) has a history of nurturing close relationships with community organizations to support children and struggling families. SafePlace, has partnered with MISD for more than 15 years, and is a nationally-recognized leader in providing school-based counseling for youth exposed to violence, parent education and school-wide strategies for teen dating abuse prevention and related issues through its Expect Respect Program. SafePlace as the lead applicant and the primary partners including MISD, Austin Children's Shelter (ACS), Con MI MADRE, Travis County Sheriff's Office (TCSO), Travis County Health and Human Services/Veteran Services

Memorandum of Understanding (MOU).
FY 2014 OVW Consolidated Youth grant applicant: SafePlace.

Office of Children Services (OCS), the Austin/Travis County Family Violence Task Force (FVTF) and the African American Youth Harvest Foundation propose to establish a collaborative to prevent, intervene, treat and respond to domestic violence, sexual assault, dating abuse and stalking affecting youth ages 3-18 in Manor, Texas.

All primary partners listed above were involved in developing this grant application, approve the proposed project budget, and agree to serve on the project leadership team to coordinate all aspects of project planning and delivery. Additional partners, including Manor youth and adult residents, community leaders and other organizations serving Manor families will be invited and engaged in the assessment of community strengths and needs, development of a strategic plan, implementation of programs and services, and evaluation. The proposed project will bring school, county, law enforcement, mental health service providers, youth and community groups together to prevent and intervene against domestic and sexual violence, teen dating violence and stalking, build capacity in the schools and community, and improve interagency collaboration to create trauma-informed schools and a survivor-centered system of care for children exposed to violence. This MOU further describes each primary partner, its relationship to other partners, key staff and their roles in the proposed project, and funds requested.

SafePlace (Lead applicant):

Expertise and Mission: SafePlace is the leading non-profit domestic violence and sexual assault services provider for Austin/Travis County. Its mission is to end sexual and domestic violence through safety, healing, prevention and social change. SafePlace offers an array of services to children, youth and adult survivors and to the greater community including a 24-hour crisis Hotline; 105-bed emergency shelter; 51 transitional housing apartments; hospital advocacy; legal

Memorandum of Understanding (MOU).

FY 2014 OVW Consolidated Youth grant applicant: SafePlace.

advocacy; counseling and case management, among others. SafePlace has an on-site Children's Services program and childcare center for shelter and transitional housing clients (the focus of an OVW FY 2011 Children Exposed to Violence grant), and K-12 charter school. SafePlace's Expect Respect Program provides school-based counseling and support groups in middle and high schools for youth exposed to violence, youth leadership activities, parent engagement, and school-wide prevention strategies including consultation, policy development and staff training. Agency staff collaborate with other organizations to engage community members including Latino, African American, Asian, LGBTQ, Deaf, Faith community, College students, and other populations in services and prevention activities. SafePlace is a founding member of the Austin/Travis County Family Violence Task Force, Sexual Assault Response and Resources Team, and participates in many other multi-agency planning groups addressing local youth and adult needs.

Key Personnel: SafePlace's Expect Respect Program Director, Barri Rosenbluth LCSW, will be responsible for the proposed project including convening partners, conducting strengths and needs assessment, strategic planning and performance reporting. Ms. Rosenbluth, who has worked for SafePlace for 23 years, directs a team of 15 counselors, educators and evaluators serving three local school districts. A Project Director, Barbara Ball PhD, will assist in needs assessment, project planning and development including supporting contracted partners, developing and implementing activities to meet goals, identifying and tracking output and outcome data, and project reporting. As SafePlace employees, Ms. Rosenbluth for 23 years and Dr. Ball for 10 years, the proposed project leads have established relationships with the partners on this application, Manor Independent School District, the Travis County Sheriff's Office, Travis County Office of Children's Services, Con MI MADRE, the African American Youth

Memorandum of Understanding (MOU).
FY 2014 OVW Consolidated Youth grant applicant: SafePlace.

Harvest Foundation, the Austin Children's Shelter, and the Austin/Travis County Family Violence Task Force.

Dr. Ball currently directs an evaluation of Expect Respect Support Groups funded by the Centers for Disease Control and Prevention which includes counseling services in Manor ISD for students exposed to violence or abuse. She and Ms. Lott discovered the District's high rates of children exposed to violence and abuse and began to seek funds to continue services after the evaluation ends in May, 2014. Upon the release of this funding announcement, Ms. Lott arranged meetings with Manor Assistant Superintendent Dr. Robert Peters, and Early Childhood Director Tanda Brown who were immediately receptive to collaborating and provided information for the application.

Roles and Responsibilities: Through the proposed project, two SafePlace Expect Respect counselors will provide school-based counseling, advocacy and group sessions using the Expect Respect Support Group curriculum in two middle and two high schools in MISD. Expect Respect Support Groups will serve boys and girls ages 11-18 who have been exposed to violence or abuse. Expect Respect groups are gender-specific and led by a same-sex counselor. A third SafePlace counselor will provide counseling and advocacy to students and their non-offending parents in 7 elementary schools. The SafePlace counselors will work with school personnel to increase students' immediate safety, social support and skills for healthy relationships. They will provide consultation on the needs of individual students as well as professional development for administrators, teachers, counselors, nurses, school resource officers and other school personnel. The SafePlace counselors will strengthen relationships between youth victims and their non-offending parents by providing brief sessions as needed with children and their non-offending parents, linkage to community services, and prevention activities to engage parents in supporting

Memorandum of Understanding (MOU).
FY 2014 OVW Consolidated Youth grant applicant: SafePlace.

healthy teen relationships. The Expect Respect Prevention Manager will work with new and existing youth leaders to provide the 6-session youth leadership training and support for youth-led projects and coordinate community-wide prevention campaigns with the Travis County Sheriff's Office.

SafePlace will serve as the administrative and fiscal agent for the project, take the lead role in coordinating project activities, drafting and submitting semi-annual performance reports to OVW and developing sub-award agreements with funded project partners. Dr. Ball will serve as Project Director and facilitate the project leadership team. Ms. Rosenbluth will provide oversight, support and assistance in all aspects of program planning and implementation. SafePlace will hire 3 counselors or social workers with experience serving children and youth exposed to violence to provide school-based services in K-12 schools in Manor ISD. Bilingual candidates will be preferred. SafePlace counselors will receive ongoing training on domestic, sexual violence and teen dating abuse, and weekly individual supervision by a licensed social worker.

Funding Requested for SafePlace positions: SafePlace will employ a .75 FTE Project Director, and .25 FTE Program Director, each for 3 years, and 3 FTE counselors for 2.5 years.

Type of Required Partner: Services to adult victims of domestic violence, dating violence, sexual assault and stalking. Services to youth victims. History of conducting prevention education and community awareness activities.

Manor Independent School District (MISD)

Expertise and Mission: Originally established in the late 1880's as a hub for the Central Texas cotton industry, Manor has gone through a period of rapid growth and transformation in the past decade. Manor, located to the Northeast of Austin, is one of the fastest growing communities in the United States. Population growth and demographic shifts have led to a significant increase in

Memorandum of Understanding (MOU).
FY 2014 OVW Consolidated Youth grant applicant: SafePlace.

poverty and social stressors. In the last ten years, Manor ISD grew from 3,200 students to now over 8,000 students. In that time frame, the demographic changes brought with them an increase in students classified as economically disadvantaged from 62% in 2003-2004 to 80% in 2012-13. In 2012-13, 30% of students were English Language Learners and 57% of the students were identified as At-Risk by the Texas Education Agency.

Today MISD is a unique blend of rural and urban features with a diverse population comprised of 61% Hispanic, 24% African American, 11% White, 3% Asian and 1% Native/Pacific Island/Multi-racial. Despite significant challenges, the City of Manor and MISD are tremendously resourceful and have successfully attracted high tech industry, with Samsung and Applied Materials within its boundaries and Dell and Freescale Semiconductors in close proximity. MISD encompasses 100 square miles, and two high schools, two middle schools, seven elementary schools, and one alternative academy. MISD demonstrated innovative leadership when it opened Manor New Tech High School in 2007 based on a project-based learning model which received national recognition and recently hosted President Obama for a national press conference. MISD's mission is to provide a positive and academically challenging environment with high standards and measureable goals in partnership with parents and the community.

MISD's Department of Student and Family Support Services (SFSS) empowers students and their families by providing social services to help families become self-sufficient and to help students achieve academic and lifelong success. The SFSS staff provide a range of interventions and services for children with complex needs including children with serious emotional disturbances, homeless, in foster care, pregnant and parenting. SFSS also coordinates services by community-based providers and works closely with Travis County Office of Children's

Memorandum of Understanding (MOU).
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Services and other local providers. Over the past 4 years SafePlace has partnered with SFSS and provided brief counseling for students who had been exposed to violence. These services were provided under a Centers for Disease Control and Prevention-funded program evaluation that concludes in May, 2014. SFSS recently established a new partnership with Austin Travis County Integral Care (ATCIC) to provide school-based mental health services and SFSS, together with SafePlace through this initiative, will develop systems for referral and interagency collaboration to connect children exposed to violence who have mental health needs to services at their school. Increased collaboration among victim and mental health service providers will create a seamless provision of care to children in Manor schools.

MISD Department of Early Childhood Education - provides Pre-K classrooms for 3-4 year olds in each of its 7 elementary schools to provide young children the foundation for academic, social and emotional growth, thus making children "school ready." Through the proposed project, SafePlace will establish a new partnership with the MISD Department of Early Childhood Education. The Austin Children's Shelter's Strong Start program will be implemented at one high-need elementary school. Strong Start is an evidence-based child abuse prevention program designed to provide parents with the skills and resources needed to safely raise their children. Strong Start specifically engages families with risk factors including a history of abuse in the family. Through the proposed project, Strong Start will be integrated into a Pre-K setting where it will not only serve vulnerable children and their parents, but will also build capacity among school personnel for identifying and supporting children exposed to violence. In addition, the evidence-based, 12-18 session, Incredible Years parenting series will also be offered to parents in MISD.

Key Personnel:

Memorandum of Understanding (MOU).
FY 2014 OVW Consolidated Youth grant applicant: SafePlace.

Ms. Rebecca Lott, Director of Student and Family Support Services, Ms. Tonda Brown, Director of Early Childhood Education, and Dr. Robert Peters, Assistant Superintendent, were instrumental in developing the proposed project and will serve on the project leadership team.

Roles and Responsibilities: MISD is committed to promoting a positive school climate and establishing a school culture that is safe for everyone and a place where children who have been hurt come forward to seek help. Toward that goal, Manor Assistant Superintendent, Dr. Robert Peters, will participate in a review and assessment of school policy and practices concerning youth exposed to violence, teen dating abuse, sexual assault and related issues and will provide access to MISD personnel for professional development on related issues.

Ms. Tonda Brown, Director of Early Childhood Education, will integrate the Strong Start program at one high-need elementary school. Ms. Brown will help identify and refer eligible children and engage parents in home-based services as well as school-based prevention education.

Ms. Rebecca Lott, Director of Student and Family Support Services, will have a key role in coordinating the identification and referral of students in grades K-12 who have been exposed to violence or abuse or are at risk for victimization in their dating relationships. Ms. Lott and her team of counselors, social workers and parent support specialists will provide logistical support for school-based counseling and group sessions provided by SafePlace and will coordinate staff and parent education sessions.

Funding Requested: None.

Type of Required Partner: School District.

Austin Children's Shelter (ACS)

Memorandum of Understanding (MOU).
FY 2014 OVW Consolidated Youth grant applicant: SafePlace.

Expertise and Mission: ACS protects and heals children, young adults and families in need. Its goal is to end child abuse and neglect, to create a community and a world that has no need of a shelter for abused or neglected children. Providing emergency shelter for children for over 35 years, ACS also addresses a broader continuum of services including transitional living, a teen parent and respite care program, foster family services, a child development and family support center and Strong Start, an evidence-based child abuse prevention program for children 0-5. In 2013, ACS joined SafePlace as a partner in the Lift Alliance, a partnership of victim/survivor-centered non-profit agencies responding to and preventing child, domestic, and sexual abuse. Strong Start is a therapeutic early childhood program that consists of classroom interventions coupled with educational home visits that focus on increasing positive behaviors in children, social emotional development, problem solving and communication. It is designed to provide parents with the skills and resources needed to safely raise their children. Strong Start serves families with children between the ages of 0-5 who have risk factors that make them vulnerable to abuse and neglect such as unemployment, a history of abuse in the family, mental health issues, substance abuse, or other stressors. Strong Start teaches parents effective, non-violent parenting techniques while enhancing child social emotional development and decreasing challenging child behaviors. Strong Start, previously a non-profit agency called the Relief Nursery of Central Texas, was a partner in the aforementioned FY 2011 CEV grant in which SafePlace was the lead applicant. Through that initiative, Strong Start was integrated into SafePlace's Children's Program and onsite daycare serving children and families residing in the SafePlace emergency shelter. In 2013, Strong Start merged with ACS and provides services in multiple locations.

Memorandum of Understanding (MOU).
FY 2014 OVW Consolidated Youth grant applicant: SafePlace.

Key Personnel: Donna Wood, Senior Director for Prevention and Community Services at ACS, will serve on the project leadership team. Ms. Wood was the founding Executive Director of Strong Start prior to its merger with ACS in 2013. She was previously employed by the Department of Family and Protective Services and has over 15 years of experience working to prevent domestic violence, child abuse and sexual assault. Ms. Wood currently supervises the Strong Start program and was instrumental in developing the current grant application.

Roles and Responsibilities: Ms. Wood will integrate the Strong Start model into Pre-K classrooms in MISD. A Parent Child Relationship Specialist will provide assessment and intervention in the classroom with children and their Pre-K teachers and home-based parent coaching for participating families. The Parent Child Relationship Specialist will also teach the evidence-based, 12-18 session Incredible Years Parenting Series at school for additional parents. By anchoring this position in the elementary school, other teachers and school personnel will increase their capacity to identify and respond effectively to children exposed to violence and those at risk for child abuse and neglect.

ACS will hire a full time Parent Child Relationship Specialist, a position that requires a minimum of a bachelor's degree in child development, social work or a related field, 3 years' experience working with children 0-5 and their families, and a person who is bilingual in English and Spanish and bi-cultural. The position will be supervised by a licensed therapist employed by ACS.

Funding Requested: ACS will employ a 1 FTE Parent Child Relationship Specialist for 2 years, and a .20 FTE Program Director for 3 years.

Type of Required Partner: Victim services for children and youth.

Con MI MADRE

Memorandum of Understanding (MOU).
FY 2014 OVW Consolidated Youth grant applicant: SafePlace.

Expertise and Mission: Con MI MADRE is a local non-profit organization whose mission is to empower young Latinas to stay in school, graduate, and go on to pursue post-secondary education. Con MI MADRE provides education and support services for girls beginning in 6th grade and encourages their mothers to play an active role in their lives. Program activities include school-based sessions for girls and mother-daughter conferences on topics important to girls' health and overall success. Girls and their mothers enroll in the program together and are offered an array of services including: school-based groups, mother-daughter conferences, college visits, campus meetings, community service activities, counseling, and mentoring throughout the year. Most students in the program come from low-income households and are the first in their families to pursue post-secondary education. Staff and interns help students apply to college and obtain scholarships and financial aid.

SafePlace has partnered with Con MI MADRE since its inception in 2008 by providing educational sessions for participating girls on the topic of healthy dating and dating abuse prevention as well as sessions for parents in English and Spanish. Through the proposed project, this program will be expanded to girls and their mothers in two Manor middle schools. MISD welcomes these additional, culturally specific services for girls and their families.

Key Personnel: The agency's Executive Director, Dr. Teresa Granillo, MSW, PhD, recognizes that sexual, dating and domestic violence affect Latinas' social, emotional, physical and mental health, impeding their academic success and opportunities for post-secondary education. Dr. Granillo participated in planning this proposal and commits to serving on the project leadership team and to recommending youth advisors to the project.

Roles and Responsibilities: Con MI MADRE is committed to further addressing violence and abuse prevention and response in programs and services. Dr. Granillo identified training for

Memorandum of Understanding (MOU).
FY 2014 OVW Consolidated Youth grant applicant: SafePlace.

program staff and integrating content on relationship violence into existing curricula as priorities for the agency and will collaborate with SafePlace and other partners to achieve this goal.

Through this grant Con MI MADRE will expand school-based groups, mother-daughter conferences, counseling and mentoring throughout the year for girls in two Manor middle schools. Youth participating in Con MI MADRE will receive training from SafePlace to become leaders in preventing dating abuse, stalking, sexual and domestic violence. Con MI MADRE is committed to launching the program in Manor for 6th grade girls and sustaining it each year as participating girls advance to higher grades.

Funding Requested: Con MI MADRE will employ a .5 FTE Girls' Facilitator for 2 years, and a .20 FTE Program Director for 3 years.

Type of Required Partner: Culturally-specific services.

African American Youth Harvest Foundation (AAYHF)

Expertise and Mission: The AAYHF fulfills a unique role throughout Greater Austin delivering educational, health and social services to continually strengthen the African American community. The mission of the AAYHF is to advocate, to strengthen, and to provide culturally relevant, family educational, health and human services, and economic development opportunities to African-American youth, their families, and other at-risk populations that reside in the Greater Austin area which includes Manor. The AAYHF serves low-income and high-need school-age youth between 6 and 18 and their families residing in Northeast Austin and the rural areas of Northeast Travis County with a high population of African Americans and disadvantaged youth and families. Since its inception, approximately 70% of people served are African American, 25% are Hispanic and 5% are White.

Memorandum of Understanding (MOU).
FY 2014 OVW Consolidated Youth grant applicant: SafePlace.

The AAYHF is uniquely designed to deliver a range of educational, health and social services through its newly developed Youth Resource Center located between Manor and Austin. The AAYHF directs data-focused school and community based programs that: combat crime, juvenile delinquency and destructive social behavior, encourage academic excellence, build working partnerships between successful adults and youth through workshops and mentoring programs, and teach successful strategies for achieving economic prosperity and personal wealth through academic achievement, entrepreneurship as well as career and employment planning. SafePlace has been a partner and presenter in AAYHF conferences addressing teen relationships.

Key Personnel: Founding Director Michael Lofton was the originator of the first African-American Men and Boys Conference which held its first event in 2006. Realizing that many young men do not have father figures in their homes, Mr. Lofton helped create and inspire a high-impact monthly conference supporting education and engagement between parents, students, community stakeholders and educators. Since the initial forum, the organization has hosted over 45 conferences. These events typically engage 350 students each month who are served by a core group of 75 volunteer mentors as well as speakers and workshop facilitators. As a result of their success, the conferences have expanded to include women and girls and disadvantaged youth and adults in general. To reflect the broader scope and mission of the organization's work, the name was changed to the African American Youth harvest Foundation, Inc. in 2011.

Since 1993, Mr. Lofton has also hosted The Michael Lofton Talk Show on a local Public Access Channel. The program is dedicated to educating disadvantaged community populations on current events and school and community issues. The show emphasizes good mental health, positive values, self-esteem, and respect for fairness and equity in the community.

Memorandum of Understanding (MOU).
FY 2014 OVW Consolidated Youth grant applicant: SafePlace.

Roles and Responsibilities: The AAYHF will collaborate in the proposed project by strengthening and expanding existing programs and services through its Youth Resource Center located on the boundary between Manor and Austin serving Manor youth and families. Young African-American men and women and their families will have increased access to workshops, mentoring, conferences and other educational activities to support and promote their success in school, relationships, and career. Through this partnership youth participating in AAYHF will receive training from SafePlace to become leaders in preventing dating abuse, stalking, sexual and domestic violence. Mr. Lofton will designate a program facilitator and a point person on his team to serve on the project leadership team who will participate in all planning and program delivery activities.

Funding Requested: AAYHF will employ a .5 FTE Program Facilitator for 2 years, and a .20 FTE Program Director for 3 years.

Type of Required Partner: Culturally-specific services.

Travis County Sheriff's Office (TCSO)

Expertise and Mission: Travis County Sheriff Greg Hamilton and his staff serve the unincorporated areas of Travis County (which includes Manor) with law enforcement, victim services, and a variety of community outreach and education programs. TCSO provides SRO services to Manor ISD. Additionally, TCSO has been a Partner in Education in MISD for a number of years and has a close relationship with the school district, where Sheriff Greg Hamilton and other members of his staff serve as mentors and role models for students.

The TCSO Victims Services Unit provides services to individuals affected by crime and crisis circumstances. They work to reduce the impact of trauma and enhance the ability of individuals

Memorandum of Understanding (MOU).
FY 2014 OVW Consolidated Youth grant applicant: SafePlace.

to rebuild their lives. Individuals receive services including assistance with their constitutional and/or statutory rights, establishing and/or maintaining personal safety, assistance with Crime Victim's Compensation applications, referrals to agencies, educational and emotional support throughout the criminal justice process.

The Community Outreach Unit serves the incorporated and the unincorporated areas of Travis County and is dedicated to bridging the gap between law enforcement and the community. The unit's mission is to broaden, educate, and strengthen partnerships and relationships with the citizens of Travis County and is actively engaged in dating, domestic and sexual violence prevention. TCSO and SafePlace partnered in 2007 to disseminate the Choose Respect Initiative funded and developed by the Centers for Disease Control and Prevention in collaboration with SafePlace. The partnership included training for officers on providing dating violence prevention activities in the classroom. Since then, SafePlace and TCSO have continued to collaborate to recognize National Teen Dating Violence Awareness and Prevention Month through events and community campaigns. Currently, TCSO engages the community through the Purple Ribbon Campaign targeting varsity football players in local school districts during Domestic Violence Awareness Month. Other prevention campaigns include the Make a Movie, Make a Difference film contest highlighting local teens' films on dating abuse and related issues, and the Bystander Intervention Summit, a new initiative to promote active bystander behavior among high school athletes.

Key Personnel: Kelly Page, Director of the Community Outreach Unit at TCSO, has 30 years of experience working in the criminal justice setting. Ms. Page manages an active dating, domestic and sexual violence prevention education program and has partnered with SafePlace for over a decade. She also chairs the Public Awareness Committee of the Travis County Family Violence

Memorandum of Understanding (MOU).
FY 2014 OVW Consolidated Youth grant applicant: SafePlace.

Task Force. Ms. Page and Ms. Amy Durall, Director of Victim Services at TCSO, participated in planning this proposal and Ms. Page agreed to represent TCSO on the project leadership team.

Roles and Responsibilities: For the proposed project, TCSO will collaborate with MISD and project partners to implement prevention education sessions for students, community campaigns, and bystander intervention training or other relevant activities identified through the needs assessment. Ms. Page commits to serving on the project leadership team.

Funding Requested: None.

Type of Required Partner: Local law enforcement agency. History of conducting prevention education and community awareness activities.

Travis County Office of Children Services (OCS)

Mission and Expertise: The Office of Children Services is dedicated to policy development and coordination of service delivery for Travis County Health and Human Services and Veteran Services and directs services, grant funded efforts, and contracted community services for children, youth and their families residing in Travis County. The OCS implements a continuum of strategies covering prevention, intervention and treatment. Specifically, OCS encompasses home visiting programs; children's residential treatment; intensive case management; and integrated funding initiatives. The OCS mission is to strengthen capacity to address the needs of children, youth and families and to reduce the incidence of child abuse and neglect as critical factors in youth delinquency prevention.

OCS works closely with Manor ISD to serve students who experience behavioral, developmental and/or emotional challenges. There are two primary programs providing intervention under the

Memorandum of Understanding (MOU).
FY 2014 OVW Consolidated Youth grant applicant: SafePlace.

management of OCS: The Children's Partnership which focuses on providing care coordination and wrap facilitation to children experiencing severe mental health challenges and their families; Youth and Family Assessment Center-Supportive Services which provides support to children and their families who are experiencing situational or behavioral challenges. Services and supports are provided through the social work staff at the Travis County Community Center located in Manor. OCS staff are experienced in managing and supporting large collaborations and systems of care initiatives through their prior work as federal grant recipients and partners. The proposed project will strengthen SafePlace's relationship with OCS and bring school, county, law enforcement and other service providers together to create a survivor-centered system of care for children and youth exposed to violence.

Key Personnel: OCS staff, Laura Peveto, Sonia Hartman, and Christinia Kuehn helped identify opportunities and gaps in meeting the needs of youth exposed to violence in Manor in preparation for the grant proposal. Laura Peveto, Sonia Hartman, and Christinia Kuehn agree to identify a representative among them to serve on the project leadership team.

Roles and Responsibilities: OCS identified training opportunities to help county and other service providers better identify and respond to victims and families exposed to violence as a priority goal as well as increased interagency collaboration. As a partner in this project, OCS is committed to identifying and supporting training for social and behavioral health service providers that is provided by SafePlace and other community partners. OCS will provide expertise and direction to assist in developing systems for interagency collaboration. OCS will support the coordination of referrals and services that will occur through the school system and through the Travis County Community Center in Manor which provides access to services outside of the school system.

Memorandum of Understanding (MOU).
FY 2014 OVW Consolidated Youth grant applicant: SafePlace.

Funding Requested: None.

Type of Required Partner: Services to youth victims.

Austin/Travis County Family Violence Task Force (FVTF)

Expertise and Mission: FVTF is a multi-agency planning group created in 1989 to improve the criminal justice system's response to family violence by increasing communication among victims' advocates, law enforcement, and prosecutors' offices. Its sub-committees include Public Awareness, Policy, Batterer's Intervention and Prevention and most recently Youth Issues. FVTF has successfully established and coordinated county-wide systems and support for adult survivors of sexual and domestic violence. SafePlace is the founding partner and has participated in FVTF over the past 23 years including as chair of the FVTF and its committees.

Key Personnel: Gretta Gardner, Family Violence Director for the Travis County Counseling & Education Services Department, is the Chair of the FVTF. She is an attorney with over 14 years of experience in domestic violence and related fields. Ms. Gardner supports the proposed project and agrees to serve on the project leadership team. Ms. Rosenbluth currently chairs the Youth Issues committee which aims to improve community-wide systems and supports for youth survivors and to help develop programs that address the continuum from prevention to response specifically for youth.

Roles and Responsibilities: Through the Youth Issues committee the FVTF will engage victim service providers and youth serving agencies to enhance community capacity and services covering the full range of prevention to intervention, treatment and response for youth and adult survivors.

Funding Requested: None.

Memorandum of Understanding (MOU).
FY 2014 OVW Consolidated Youth grant applicant: SafePlace.

Type of Required Partner: History of conducting prevention education or community awareness activities.

Other information

The grant period is anticipated to be October 1, 2014-September 30, 2017.

The parties can terminate or modify this agreement with 30 days' notice, given in writing to the undersigned.

We, the undersigned, acknowledge that we have read and are in agreement with the terms of this MOU.

By: _____

Name: Julia Spann

Title: Executive Director

Agency: SafePlace

Date _____

Memorandum of Understanding (MOU).
FY 2014 OVW Consolidated Youth grant applicant: SafePlace.

By: _____

Name: Samuel T. Biscoe

Title: Travis County Judge

Agency: Travis County

Date _____

By: _____

Name: Greg Hamilton

Title: Travis County Sheriff

Agency: Travis County Sheriff's Office

Date _____

By: _____

Name: Sherri Fleming

Title: County Executive

Agency: Travis County Health and Human Services/Veteran's Services

Date _____

Memorandum of Understanding (MOU).
FY 2014 OVW Consolidated Youth grant applicant: SafePlace.

By: _____

Name: Kevin Brackmeyer

Title: Superintendent

Agency: Manor Independent School District

Date _____

By: _____

Name: Kelly White

Title: Chief Executive Officer

Agency: Austin Children's Shelter

Date _____

By: _____

Name: Dr. Teresa Granillo

Title: Executive Director

Agency: Con MI MADRE

Date _____

Memorandum of Understanding (MOU).
FY 2014 OVW Consolidated Youth grant applicant: SafePlace.

By: _____

Name: Gretta Gardner

Title: Chair

Agency: Austin/Travis County Family Violence Task Force

Date _____

By: _____

Name: Michael Lofton

Title: Founding Director

Agency: African American Youth Harvest Foundation

Date _____



Travis County Commissioners Court Agenda Request

Meeting Date: January 28, 2014

Prepared By/Phone Number: Michael Winn, 512-854-4728

Elected/Appointed Official/Dept. Head: Dana DeBeauvoir

Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE:

Consider and take appropriate action for the approval of amending the Election Day Polling Locations for the March 4, 2014 Joint Primary Election.

The Travis County Clerk is sending you the amended list of the Election Day Polling Locations to be certified by the Commissioners Court. The certification will be valid for the March 4, 2014 Joint Primary Election.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Order amending Election Day Polling Locations for the March 4, 2014 Joint Primary Election.

Due to changes in availability of sites and polling locations, changes to some locations was required.

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:

Susan Bell, Chief Deputy Clerk, 512-854-9587

Michael Winn, Director of Elections, 512-854-4728 / 512-632-5927

Michelle Parker, Assistant Director of Elections, 512-854-9193 / 512-914-6575

Related Departments Elizabeth Winn, County Attorney's Office 512-854-9415

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.



Travis County Commissioners Court Agenda Request
TRAVIS COUNTY HOUSING FINANCE CORPORATION

Meeting Date: January 28, 2014

Prepared By/Phone Number: Andrea Shields, Corporations Manager/854-9116

Elected/Appointed Official/Dept. Head: Leslie Browder, County Executive, Planning and Budget/854-9106

Commissioners Court Sponsor: Samuel T. Biscoe, President

AGENDA LANGUAGE:

1. Public Hearing concerning the issuance of multifamily housing revenue bonds by Travis County Housing Finance Corporation for the acquisition, rehabilitation and ownership of the Timbers Apartments, 1034 Clayton Lane, Austin, Texas.

2. Approve issuance of multifamily housing revenue bonds by Travis County Housing Finance Corporation for the Timbers Apartments.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS: See attached backup.

STAFF RECOMMENDATIONS: Staff recommends approval.

ISSUES AND OPPORTUNITIES: None.

FISCAL IMPACT AND SOURCE OF FUNDING: None.

REQUIRED AUTHORIZATIONS: Andrea Shields, Manager/854-9116; 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.



**NAMAN HOWELL
SMITH & LEE^{PLLC}**
ATTORNEYS AT LAW

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: January 21, 2014

RE: Issuance of multifamily housing revenue bonds by Travis County Housing Finance Corporation (“TCHFC”) to finance the acquisition, rehabilitation and ownership of the Timbers Apartments

Agenda Date: January 28, 2014

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.

A notice of hearing was published in the [Austin American-Statesman](#) on January 13, 2014. The Timbers is a 104-unit multifamily housing residential project located at 1034 Clayton Lane. This acquisition and rehabilitation is a project of entities affiliated with the Cesar Chavez Foundation.

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

Travis County Housing Finance Corporation

700 Lavaca, Suite 1560

Austin, Texas 78701

Telephone: (512) 854-9116

Fax: (512) 854-4210

Memo

November 26, 2013

To: Board of Directors

From: Andrea Shields, Manager

Re: Application for multifamily bond issue from Cesar Chavez Foundation:
The Timbers Apartments

The Cesar Chavez Foundation (CCF) has applied to the Housing Finance Corporation for a bond issue to finance the rehabilitation of one existing affordable housing property within Travis County. The agenda item for December 3, 2013, is for initial inducement to issue bonds on this property, which is in no way a commitment to do so. You all have several weeks to review the application materials and receive answers to any questions you may have. This memo and the appended backup materials are intended to provide you with the most relevant information on this item for your consideration. Should you want any other information, please do not hesitate to request it, and we will be happy to provide it. Please note that the Corporation's counsel and FA are also reviewing the applications currently.

Information on Cesar Chavez Foundation

The Cesar Chavez Foundation (CCF) was founded in 1966 by Cesar Chavez and Dolores Huerta with the involvement of Senator Robert F. Kennedy and Walther Reuther. CCF was initially conceived to serve the social service and health needs of farm workers across the United States. CCF has grown to serve millions of people each year and it has made historic impact in program areas including affordable housing. CCF's Housing and Economic Development Division addresses the need for affordable housing amount low and moderate income households by providing for housing opportunities by building or renovating multifamily apartment properties to make safe, amenity-rich affordable housing available to families across California, Arizona, New Mexico and Texas. CCF currently manages a portfolio of 33 properties and has developed over 4,300 multifamily rental units. CCF's households typically earn 30%-60% of Area Median Income. CCF's services have been recognized by both HUD and the Federal Home Loan Bank as a Best Practice in quality affordable housing

development. CCF also has 303 units under construction and an additional 209 units in the pipeline. The Foundation has familiarity with bonds and tax credits (both 9% and 4%), and utilizes both types of affordable financing across the portfolio. Staff has toured one of CCF's properties in San Antonio, as well as the existing property in Austin that is the site for the requested bond issue, and is satisfied with the current condition, construction type and management practices of both properties.

An important consideration is that when CCF 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 CCF, please review the Management Resumes documentation included in the backup materials.

It should be noted that staff was approached previously by CCF a year ago on a different potential bond issue to be located in the Riverside area. At the time, CCF and the TCHFC decided not to move forward on the deal for two reasons: over saturation of the market in the Riverside area and CCF's compliance issues with TDHCA on one property in their portfolio. Staff has received notice from TDHCA (included in the backup materials) that CCF has taken corrective action on all of the compliance items and is currently in good standing with the Department. Staff believes that this compliance issue was an isolated event and feels comfortable moving forward with the bond issuance, should the Board approve.

Details on The Timbers Apartments

Location: 1034 Clayton Lane, Austin, 78723 (maps are included in the back up for reference). The property is located in Precinct 1.

Bond Amt: \$7,771,000.00

Rehabilitation

Costs: It should be noted that the property is an existing 104-unit affordable multifamily property built in 1998. Direct construction costs are estimated at \$1,868,351.00 (\$17,965 per unit). Total development costs are estimated to be \$12,470,336 with the balance financed primarily through 4% tax credits. Please note the applicant has applied for a mortgage through the FHA Tax Credit Pilot Program. This FHA loan program is designed to provide economical and cost effective financing for LIHTC transactions that are being re-syndicated and anticipates modest rehabilitation of the property. The financing anticipates utilizing cash to enhance/support the tax exempt bonds until the property has been placed

in service for the LIHTC program. Upon being placed in service, the bonds will be redeemed and the property will be financed solely through the initial sale of the taxable GNMA certificate issued by the FHA Pilot loan program. 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.)

Rehabilitation

Completion: Rehabilitation is expected to be complete by July 2015.

Site: 5.7 acres appropriately zoned for multifamily development.

Structures: There are currently 104 two-, three- and four-bedroom family units in 10 two- and three-story garden style apartment buildings constructed with wood frame and cement-board siding with brick accents and trim.

Units: The current units at the property are set at 50 and 60% of the Area Median Income and market. The following chart shows the number of each unit type, the unit size, the set aside and the current rent and rent per square foot.

CURRENT RENTS

| Unit Type | Sq. Ft. | # of Units | Set-aside* | # Vacant | Current Rent | Rent Per SF |
|------------------|--------------|------------|------------|----------|--------------|-------------|
| 2br/2ba | 976 | 13 | 50% AMI | 1 | \$732 | 0.75 |
| 2br/2ba | 976 | 29 | 60% AMI | | \$908 | 0.9303 |
| 2br/2ba | 976 | 14 | Market | 1 | \$935 | 0.9579 |
| 3br/2ba | 1,215 | 7 | 50% AMI | | \$815 | 0.6707 |
| 3br/2ba | 1,215 | 17 | 60% AMI | | \$1,018 | 0.8378 |
| 3br/2ba | 1,215 | 8 | Market | | \$1,035 | 0.8518 |
| 4br/2.5ba | 1,325 | 4 | 50% AMI | | \$886 | 0.6686 |
| 4br/2.5ba | 1,325 | 8 | 60% AMI | 1 | \$1,113 | 0.84 |
| 4br/2.5ba | 1,325 | 4 | Market | 2 | \$1,135 | 0.8566 |
| Total/Avg | 1,172 | 104 | | 5 | \$953 | |

The proposed rents at the property are set at 50 and 60% of 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 |
|------------------|----------------|-------------------|-------------------|----------------------|--------------------|
| 2br/2ba | 976 | 13 | 50% AMI | \$735 | 0.7530 7 |
| 2br/2ba | 976 | 43 | 60% AMI | \$825 | 0.8452 9 |
| 2br/2ba | 976 | 0 | Market | | 0 |
| 3br/2ba | 1,215 | 7 | 50% AMI | \$821 | 0.6757 2 |
| 3br/2ba | 1,215 | 25 | 60% AMI | \$925 | 0.7613 2 |
| 3br/2ba | 1,215 | 0 | Market | | 0 |
| 4br/2.5ba | 1,325 | 4 | 50% AMI | \$894 | 0.6747 2 |
| 4br/2.5ba | 1,325 | 12 | 60% AMI | \$1,050 | 0.7924 5 |
| 4br/2.5ba | 1,325 | 0 | Market | | 0 |
| Total/Avg | 1,172 | 104 | | \$875 | |

Scope of

Renovations: Exterior renovations will consist of modifying the landscaping with more climate tolerant plant life, exterior clean up, site fencing and minor miscellaneous repairs. Interior renovations will include new cabinets in the kitchen and baths, new countertops, new plumbing and electrical fixtures, flooring and painting of the units. For a more detailed scope of renovations, please refer to the Timbers Scope included in the backup material.

Amenities: *Units:* The units will include ranges, refrigerators, dishwashers, microwaves, 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, community room, central laundry facilities, pool, covered pavilion area, barbeque grills, picnic area and playground. All of the amenities are free to the residents.

**Green
Building**

Features: Energy efficient features will include light fixtures for the kitchen and baths and air conditioning units, as well as Energy Star rated appliances.

**Resident
Programs:**

Proposed resident programs include:

1. Weekday character building program (shall include at least on a monthly basis a curriculum- based character building presentation on relevant topics, i.e. teen dating violence, drug prevention, team building, internet dangers, stranger danger, etc.)
2. Quarterly health and nutritional courses
3. Scholastic tutoring to include weekday homework help and other focus on academics
4. Weekly exercise classes

Fees: CCF has paid the application fee for this project. The issuer fee on this project if the bonds are issued is anticipated to be approximately \$35,000.

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
- *Previous Participation
- *Management Resumes
- *Organizational Chart and Property Data including Site Plan and Location Maps
- *Sources and Uses
- *15 Year Cash Flow
- *Relocation Plan
- *Scope of Renovations

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 \$7,771,000 (the "Bonds") to finance the acquisition, rehabilitation and ownership of a 104-unit residential housing development known as the Timbers Apartments located at 1034 Clayton Drive, Austin, Texas, 78723 (the "Property") located within Travis County, Texas (the "County") by Timbers Clayton 104 Apartments, L.P., or its successors or assigns; 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 January 13, 2014, 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 \$7,771,000. 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 January 28, 2014.

COMMISSIONERS COURT OF
TRAVIS COUNTY, TEXAS

County Judge

ATTEST:

County Clerk

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Commissioners Court of Travis County, Texas will conduct a public hearing on behalf of Travis County Housing Finance Corporation (the "Corporation") at the Travis County Commissioner's Courtroom, 700 Lavaca, First Floor, Austin, Texas 78701 on January 28, 2014, at 1:30 p.m. concerning the issuance of an aggregate principal amount of not to exceed \$7,771,000 in tax-exempt housing revenue bonds (the "Bonds"). The Bonds will be used by the Corporation to make a loan to Timbers Clayton 104 Apartments, L.P., a limited partnership which is controlled by the Rufino Contreras Affordable Housing Corporation, an entity related to the Cesar Chavez Foundation, or its successors or assigns (the "Borrower"), to finance a portion of the cost of the acquisition, rehabilitation and ownership of a 104-unit affordable rental housing development known as Timbers Apartments (the "Project"), located at 1034 Clayton Drive, Austin, Texas, 78723. The initial owner, operator or manager of the Project is expected to be the Borrower.

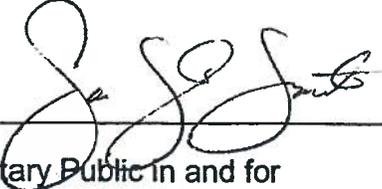
The Bonds, when issued, will be special, limited obligations of the Corporation payable solely out of the revenues derived from financing agreements with the Borrower. THE BONDS SHALL NOT REPRESENT OR CONSTITUTE A LIABILITY OR PLEDGE OF THE FAITH AND CREDIT OF TRAVIS COUNTY, TEXAS OR OF ANY OTHER MUNICIPAL CORPORATION OR POLITICAL SUBDIVISION OF THE STATE OF TEXAS WHATSOEVER.

Interested persons are invited to attend this public hearing and will be given the opportunity to express their views concerning the approval of the issuance of the Bonds for the purposes of financing the Project.

Anyone desiring to make written comments may submit them to the Corporation by 5:00 p.m. on January 27, 2014, to the attention of Cliff Blount of Naman Howell Smith & Lee, PLLC, 8310-1 Capital of Texas Highway North, Suite 490, Austin, Texas 78731. This notice is given pursuant of Section 147(f) of the Internal Revenue Code of 1986, as amended.



SWORN AND SUBSCRIBED TO BEFORE ME, on
01/14/2014



Notary Public in and for
TRAVIS COUNTY, TEXAS

**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 Carolyn Kline. 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, Nueces, San Saba, Travis, Washington and Williamson Counties, who being duly sworn by me, states that the attached advertisement was published at the lowest rate for Classified advertising in said newspaper on the following date(s), to wit: NAMAN HOWELL SMITH & LEE PLLC, TEFRA NOTICE 02673134, First date of Publication 01/13/2014, Last date of Publication 01/13/2014, Web and print times Published 2, Legal Notices, 1 X 55, and that the attached is a true copy of said advertisement.

SLEGAL TEFRA NOTICE 02673134
Ad ID: 381833
Ad Cost: 495.55





Travis County Commissioners Court Agenda Request

Meeting Date: 1/28/2014, 9:00 AM, Voting Session

Prepared By/Phone Number: J. Elliott Beck, County Attorney's Office, 854-9565

Elected/Appointed Official/Dept. Head: David Escamilla, County Attorney

Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE:

Receive Briefing and Consultation with the County Attorney in Travis County, et al v. Kenneth P. Morvant (Debra Dozier Resale Deed) and take appropriate action (Executive Session Also, pursuant to Tex. Gov't Code Ann. Section 551.071(1)(A).

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:

J. Elliott Beck, Assistant County Attorney



Travis County Commissioners Court Agenda Request

Meeting Date: 1/28/2014, 9:00 AM, Voting Session

Prepared By/Phone Number: J. Elliott Beck, County Attorney's Office, 854-9565

Elected/Appointed Official/Dept. Head: David Escamilla, County Attorney

Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE:

Receive Briefing and Consultation with the County Attorney in Travis County, et al v. Robert Glasper, Jr. & Rodney Glasper (Victor & Sheila Egbuonye Resale Deed) and take appropriate action (Executive Session Also, pursuant to Tex. Gov't Code Ann. Section 551.071(1)(A).

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:

J. Elliott Beck, Assistant County Attorney



Travis County Commissioners Court Agenda Request

Meeting Date: 1/28/2014, 9:00 AM, Voting Session

Prepared By/Phone Number: J. Elliott Beck, County Attorney's Office, 854-9565

Elected/Appointed Official/Dept. Head: David Escamilla, County Attorney

Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE:

Receive Briefing and Consultation with the County Attorney in Travis County, et al v. William Greig, et al (Victor & Sheila Egbuonye Resale Deed) and take appropriate action (Executive Session Also, pursuant to Tex. Gov't Code Ann. Section 551.071(1)(A).

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:

J. Elliott Beck, Assistant County Attorney



Travis County Commissioners Court Agenda Request

Meeting Date: 1/28/2014, 9:00 AM, Voting Session

Prepared By/Phone Number: J. Elliott Beck, County Attorney's Office, 854-9565

Elected/Appointed Official/Dept. Head: David Escamilla, County Attorney
Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE:

Receive Briefing and Consultation with the County Attorney in Travis County, et al v. Monetizers, Inc. (JAR Tax Services, Inc. Resale Deed) and take appropriate action (Executive Session Also, pursuant to Tex. Gov't Code Ann. Section 551.071(1)(A).

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:

J. Elliott Beck, Assistant County Attorney



Travis County Commissioners Court Agenda Request

Meeting Date: 1/28/2014 ¹⁰ 9:00 AM, Voting Session

Prepared By/Phone Number: J. Elliott Beck, County Attorney's Office,
854-9565

Elected/Appointed Official/Dept. Head: David Escamilla, County Attorney
Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE:

Receive Briefing and Consultation with the County Attorney in Travis County, et al v. Monetizers, Inc. (James E. Adams Resale Deed) and take appropriate action (Executive Session Also, pursuant to Tex. Gov't Code Ann. Section 551.071(1)(A).

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:

J. Elliott Beck, Assistant County Attorney



Travis County Commissioners Court Agenda Request

Meeting Date: 1/28/2014, 9:00 AM, Voting Session

Prepared By/Phone Number: J. Elliott Beck, County Attorney's Office, 854-9565

Elected/Appointed Official/Dept. Head: David Escamilla, County Attorney

Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE:

Receive Briefing and Consultation with the County Attorney in Travis County, et al v. Alan Knapp Lloyd (Charity R. Bartell and Burton J. Bartell Resale Deed) and take appropriate action (Executive Session Also, pursuant to Tex. Gov't Code Ann. Section 551.071(1)(A).

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:

J. Elliott Beck, Assistant County Attorney



Travis County Commissioners Court Agenda Request

Meeting Date: 1/28/2014, 9:00 AM, Voting Session

Prepared By/Phone Number: J. Elliott Beck, County Attorney's Office, 854-9565

Elected/Appointed Official/Dept. Head: David Escamilla, County Attorney

Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE:

Receive Briefing and Consultation with the County Attorney in Travis County, et al v. Texas 12405, LLC (Luba Ruzicka Resale Deed) and take appropriate action (Executive Session Also, pursuant to Tex. Gov't Code Ann. Section 551.071(1)(A).

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:

J. Elliott Beck, Assistant County Attorney



Travis County Commissioners Court Agenda Request

Meeting Date: 1/28/2014⁸³ 9:00 AM, Voting Session

Prepared By/Phone Number: J. Elliott Beck, County Attorney's Office, 854-9565

Elected/Appointed Official/Dept. Head: David Escamilla, County Attorney
Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE:

Receive Briefing and Consultation with the County Attorney in Travis County, et al v. C. Darrell Hopkins & Associates, Inc. (Francisco Gomes Resale Deed) and take appropriate action (Executive Session Also, pursuant to Tex. Gov't Code Ann. Section 551.071(1)(A).

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:
J. Elliott Beck, Assistant County Attorney



Travis County Commissioners Court Agenda Request

Meeting Date: January 28, 2014

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: RECEIVE BRIEFING FROM COUNTY ATTORNEY AND TAKE APPROPRIATE ACTION REGARDING THE RECOVERY OF PAYMENTS BY TRAVIS COUNTY FROM SOUTHWESTERN BELL DBA AT&T FOR UNAUTHORIZED MUNICIPAL CHARGES FROM 1991-2000 AND UNAUTHORIZED LATE CHARGES FROM 1994-2000S. (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
TRAVIS COUNTY HOUSING FINANCE CORPORATION

Meeting Date: January 28, 2014

Prepared By/Phone Number: Andrea Shields, Corporations Manager/854-9116

Elected/Appointed Official/Dept. Head: Leslie Browder, County Executive, Planning and Budget/854-9106

Commissioners Court Sponsor: Samuel T. Biscoe, President

AGENDA LANGUAGE:

Consider and take appropriate action to A) approve submission of letters to 10 multifamily bond properties regarding the Corporation's annual compliance audits; and B) approve submission of 10 invoices of \$500.00 each to the property owners for staff's time.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS: See attached backup.

STAFF RECOMMENDATIONS: Staff recommends approval.

ISSUES AND OPPORTUNITIES: None.

FISCAL IMPACT AND SOURCE OF FUNDING: None.

REQUIRED AUTHORIZATIONS: Andrea Shields, Manager/854-9116; 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.

**TRAVIS COUNTY HOUSING FINANCE CORPORATION
TOWNE VISTA APARTMENTS
2013 COMPLIANCE EXAMINATION REPORT**

DATE: November 19, 2013

TO: Board of Directors, Travis County Housing Finance Corporation

FROM: Andrea Shields, Manager

SUBJECT: Annual Compliance Examination – Towne Vista Apartments

SUMMARY AND BACKGROUND INFORMATION

On October 3, 2002, the Travis County Housing Finance Corporation (“Corporation”) issued a total of \$13,460,000 in a Revenue Bond issue for the construction of a 280-unit multifamily residential development. The development was named Towne Vista located at 2201 Montopolis Drive, Austin, Texas 78741. The owner is Town Vista, L.P.

SCOPE

A minimum of 112 units (40% of 280) must be occupied by “Low Income Tenants” with a total family income at or below 60% of Area Median Family Income (“AMI”) and rents must be set at 50% of AMI. Additionally, a minimum 252 units (90% of 280) must be occupied by “Eligible Tenants” whose income does not exceed 120% of AMI. Tenant incomes must be recertified annually per the Land Use Restriction Agreement (Section 6. b.)

Towne Vista received 4% tax credits through the Texas Department of Housing and Community Affairs requiring the development to lease 100% of the units to households with incomes of 60% AMI or less.

On November 6, 2013, staff initiated a compliance examination. The audit focused on performance requirements set forth by the Land Use Restriction Agreement (LURA) dated October 1, 2002.

AUDIT FINDINGS

We reviewed a total of 40 tenant files: all contained updated tenant incomes certifications or management was able to provide documentation that the income information had been requested. The documentation indicated that appropriate action was taken with residents who refuse to comply and provide income information.

CONCLUSION AND RECOMENDATIONS

Since the property is complying with all requirements of the Regulatory Agreement, staff request approval to invoice Towne Vista a \$500.00 examination fee.

cc: Leslie Browder, County Executive, Planning and Budget

TRAVIS COUNTY HOUSING FINANCE CORPORATION

TRAVIS COUNTY ADMINISTRATION BUILDING
P.O. Box 1748
(512) 854-9116

700 LAVACA STREET – SUITE 1560
AUSTIN, TEXAS 78767
Fax (512) 854-4210

January 21, 2014

Ms. Martha Padier, District Manager
Towne Vista Apartments
2201 Montopolis Drive
Austin, Texas 78741

RE: November 6, 2013 Follow-up Compliance Audit

Dear Ms. Padier:

We have completed the compliance examination of Towne Vista Apartments. The purpose of the examination was to ensure that *(a) 40% of the dwelling units to tenants whose income does not exceed 60% of the Area Median Income "AMI" (referred as "Low Income Tenants") and (b) 90% of the dwelling units to tenants whose income does not exceed 120% of AMI (referred to as "Eligible Tenants")*. Additionally, the Regulatory and Land Use Restriction Agreement require that income certifications are required annually for all tenants.

The purpose of the follow-up audit of November 6, 2013, was to confirm that tenant income certifications are now being completed annually per the Regulatory and Land Use Restriction Agreement. All tenant files reviewed had tenant incomes updated or appropriate action was taken if the resident was uncooperative in providing requested information.

Thank you for the courtesy you showed us during the on-site visit and for your dedication in maintaining compliance with the Regulatory Agreement. Ms. Padier, we understand and appreciate that these recertifications represented a significant effort and a large time commitment for you and your staff. We do appreciate it and the professionalism and expertise you bring to the property. If there are any questions or concerns, please do not hesitate to contact us.

Very truly yours,

Andrea Shields
Corporations Manager

cc: Leslie Browder, County Executive, Planning and Budget

TRAVIS COUNTY HOUSING FINANCE CORPORATION

TRAVIS COUNTY ADMINISTRATION BUILDING
P.O. Box 1748
(512) 854-9116

700 Lavaca Street, Suite 1560
AUSTIN, TEXAS 78767
Fax (512) 854-4210

Invoice

January 21, 2014

Towne Vista Apartments
Attn: Martha Padier, District Manager
2201 Montopolis Drive
Austin, TX 78741

Please remit the Travis County Housing Finance Corporation the reimbursable fees related to the Towne Vista Apartments compliance examination for November 6, 2013.

BALANCE DUE: \$ 500.00

Payment should be sent to:

Travis County Housing Finance Corporation
Attn: Andrea Shields
700 Lavaca Street, Suite 1560
Austin, Texas 78701

**TRAVIS COUNTY HOUSING FINANCE CORPORATION
THE VILLAGE AT COLLINWOOD APARTMENTS
2013 COMPLIANCE EXAMINATION REPORT**

DATE: October 8, 2013

TO: Board of Directors, Travis County Housing Finance Corporation

FROM: Andrea Shields, Manager

SUBJECT: Follow up Compliance Examination – The Village at Collinwood Apartments

SUMMARY AND BACKGROUND INFORMATION

On December 1, 1999, the Corporation issued \$7,500,000 in revenue bonds for the construction of a 174-unit multifamily residential development. The development is called The Village at Collinwood and is located at 1001 Collinwood West Drive, Austin, Texas 78753. The owner is Collinwood Seniors Ltd., L. P., a Texas limited partnership.

SCOPE

A minimum of 70 units (40% of 174) must be occupied by Low Income Tenants with incomes of 60 percent of the Area Median Income (“AMI”) or less. Tenant incomes must be recertified annually per the Regulatory Agreement.

Village at Collinwood Apartments received 4% LIHTC from the Texas Department of Housing and Community Affairs requiring the development to lease 100% of the units to “Low Income Tenants”.

On October 3, 2013, we completed an onsite examination of the Village at Collinwood Apartments. The audit focused on the requirements of the owner to lease at least: (a) 40% of the 174 total dwelling units to tenants whose annual income does not exceed 60% of Austin annual median gross income “AMI” (referred to as Low Income Tenants) and (b) 90% of the dwelling units to tenants (called Eligible Tenants) whose annual income does not exceed 120% of Austin median income.

We examined 30 tenant files for the following items:

- To ensure the income requirements were met;
- To ensure that tenants were recertified annually;
- To ensure that proper income verification was in the file (letter from employer, last three pay stubs or last year’s W-2 or Form 1040).
- To ensure the Income Certification form was signed within 30 days of the move-in date or lease renewal.

In our opinion, Village at Collinwood has generally met the housing requirements as set forth in the Regulatory Agreement.

AUDIT FINDINGS

We reviewed a total of 30 tenant files: all contained updated tenant income certifications and were in good order. Therefore, no findings were noted.

CONCLUSION AND RECOMENDATIONS

Since the property is complying with all requirements of the Regulatory Agreement, staff request approval to invoice Village at Collinwood a \$500.00 examination fee.

cc: Board of Directors, Travis County Housing Finance Corporation
Leslie Browder, County Executive, Planning and Budget
Leroy Nellis, Budget Director
Andrea Shields, Manager

TRAVIS COUNTY HOUSING FINANCE CORPORATION

TRAVIS COUNTY ADMINISTRATION BUILDING
P.O. Box 1748
(512) 854-9116

700 LAVACA STREET – SUITE 1560
AUSTIN, TEXAS 78767
Fax (512) 854-4210

October 8, 2013

Ms. Robyn Edwards, Regional Supervisor
Village at Collinwood Apartments
1001 Collinwood West Drive
Austin, Texas 78721

RE: October 3, 213 Follow-up Compliance Audit

Dear Ms. Edwards:

We have completed the compliance examination of Village at Collinwood Apartments. The purpose of the examination was to ensure that *(a) 40% of the dwelling units to tenants whose income does not exceed 60% of the Area Median Income "AMI" (referred as "Low Income Tenants") and (b) 90% of the dwelling units to tenants whose income does not exceed 120% of AMI (referred to as "Eligible Tenants")*. Additionally, the Regulatory and Land Use Restriction Agreement require that income certifications are required annually for all tenants.

We had no findings, and all tenant files reviewed had tenant incomes updated.

Thank you for the courtesy you showed us during the on-site visit and for your dedication in maintaining compliance with the Regulatory Agreement. Ms. Edwards, we understand and appreciate that these recertifications represented a significant effort and a large time commitment for you and your staff. We do appreciate it and the professionalism and expertise you bring to the property. If there are any questions or concerns, please do not hesitate to contact us.

Very truly yours,

Andrea Shields
Corporations Manager

cc: Board of Directors, Travis County Housing Finance Corporation
Leslie Browder, County Executive, Planning and Budget

TRAVIS COUNTY HOUSING FINANCE CORPORATION

TRAVIS COUNTY ADMINISTRATION BUILDING
P.O. Box 1748
(512) 854-9116

700 Lavaca Street, Suite 1560
AUSTIN, TEXAS 78767
Fax (512) 854-4210

Invoice

January 21, 2014

Village at Collinwood
Attn: Robyn Edwards, Regional Supervisor
1001 Collinwood West Drive
Austin, TX 78721

Please remit the Travis County Housing Finance Corporation the reimbursable fees related to the Village at Collinwood compliance examination for October 3, 2013.

BALANCE DUE: \$ 500.00

Payment should be sent to:

Travis County Housing Finance Corporation
Attn: Andrea Shields
700 Lavaca Street, Suite 1560
Austin, Texas 78701

**TRAVIS COUNTY HOUSING FINANCE CORPORATION
METROPOLIS APARTMENTS
2013 COMPLIANCE EXAMINATION REPORT**

DATE: October 8, 2013

TO: Board of Directors, Travis County Housing Finance Corporation

FROM: Andrea Shields, Manager

SUBJECT: Compliance Examination – Metropolis Apartments

SUMMARY AND BACKGROUND INFORMATION

On July 1, 2001, the Corporation issued \$19,100,000 in Multifamily Housing Revenue Bonds for The Metropolis Apartments Project. The bonds were issued to finance the acquisition and rehabilitation of a 308-unit multifamily residential development located at 2200 S. Pleasant Valley Road, Austin, Texas. The owner of the development is METROPOLIS-AVC, INC, a Texas nonprofit corporation.

SCOPE

A minimum of 62 units (20% of 308) must be occupied by Low Income Tenants with incomes of 50 percent of the Area Median Income (“AMI”) or less. Tenant incomes must be recertified annually per the Regulatory Agreement.

On July 18, 2013, we completed an onsite examination of the Metropolis Apartments. The audit focused on the requirements of the owner to lease at least: (a) 20% of the 308 total dwelling units to tenants whose annual income does not exceed 50% of Austin annual median gross income “AMI” (referred to as Low Income Tenants) and (b) 90% of the dwelling units to tenants (called Eligible Tenants) whose annual income does not exceed 120% of Austin median income.

We examined 60 tenant files for the following items:

- To ensure the income requirements were met;
- To ensure that tenants were recertified annually;
- To ensure that proper income verification was in the file (letter from employer, last three pay stubs or last year’s W-2 or Form 1040).
- To ensure the Income Certification form was signed and notarized within 30 days of the move-in date

We also confirmed with Debra Sell, the property manager, that Metropolis Apartments continues to work with SafePlace to serve up to five families. Management reports that all five SafePlace units are currently occupied. We audited four SafePlace tenant files during our compliance audit.

In our opinion, Metropolis Apartments has met the housing requirements as set forth in the Regulatory Agreement.

AUDIT FINDINGS

Overall the tenant files appear to be maintained in satisfactory condition. No significant exceptions were noted during the examination.

CONCLUSION AND RECOMENDATIONS

Since the property is complying with all requirements of the Regulatory Agreement, staff request approval to invoice Metropolis a \$500.00 examination fee.

cc: Leslie Browder, County Executive, Planning and Budget

TRAVIS COUNTY HOUSING FINANCE CORPORATION

TRAVIS COUNTY ADMINISTRATION BUILDING
P.O. Box 1748
(512) 854-9116

700 Lavaca Street, Suite 1560
AUSTIN, TEXAS 78767
Fax (512) 854-4210

October 8, 2013

Mr. Brant Baber
Metropolis-AVC, Inc.
3937C University Drive
Fairfax, Virginia 22030

Re: The Metropolis Apartments Compliance Audit

Dear Mr. Baber:

We have completed the compliance audit of the Metropolis Apartments. The purpose of the audit was to ensure that (1) 20% of the total number of apartment units of the Project are rented to and occupied by Low Income Tenants and (2) at least 90% of the apartment units of the Project are rented to and occupied by Eligible Tenants. Additionally, the Regulatory Agreement states that tenant income certifications are required annually.

Based on our on-site compliance audit of July 20, 2012, Metropolis Apartments is in compliance with the Regulatory Agreement. We had no findings, and all reviewed tenant files were in good order. Thank you for the courtesy you all showed us during our on-site visit and for your dedication in maintaining compliance with the Regulatory Agreement. If there are any questions or concerns, please do not hesitate to contact us.

Very truly yours,

Andrea Shields
Corporations Manager

cc: Board of Directors, Travis County Housing Finance Corporation
Leslie Browder, County Executive, Planning and Budget
Debra Sell

TRAVIS COUNTY HOUSING FINANCE CORPORATION

TRAVIS COUNTY ADMINISTRATION BUILDING
P.O. Box 1748
(512) 854-9116

700 Lavaca Street, Suite 1560
AUSTIN, TEXAS 78767
Fax (512) 854-4210

Invoice

January 21, 2014

Metropolis Apartments
Attn: Brant Baber
Metropolis-AVC, Inc.
3937 C University Dr.
Fairfax, VA 22030

Please remit the Travis County Housing Finance Corporation the reimbursable fees related to the Metropolis Apartments compliance examination for July 18, 2013.

BALANCE DUE: \$ 500.00

Payment should be sent to:

Travis County Housing Finance Corporation
Attn: Andrea Shields
700 Lavaca Street, Suite 1560
Austin, Texas 78701

**TRAVIS COUNTY HOUSING FINANCE CORPORATION
EAGLE'S LANDING APARTMENTS
2013 COMPLIANCE EXAMINATION REPORT**

DATE: October 11, 2013
TO: Board of Directors, Travis County Housing Finance Corporation
FROM: Andrea Shields, Manager
SUBJECT: Compliance Examination – Eagle's Landing Apartments

SUMMARY AND BACKGROUND INFORMATION

On August 29, 2002, the Corporation issued \$10,725,000 in Multifamily Housing Revenue Bonds for Eagle's Landing Apartment Project. The total bond issue was comprised of two Multifamily Housing Review Bond series; Series 2002A - Senior Bonds and Series 2002B - Subordinate bonds. The Bonds were issued to finance the acquisition and construction of a 240-unit multi-family residential development located at 8000 Decker Lane, Austin, Texas. The owner of the development is Eagle's Landing Housing Partners, Ltd., a Texas limited partnership.

SCOPE

On May 22, 2013, staff initiated a compliance audit of Eagles Landing. The audit focused on performance requirements set forth by the Regulatory Agreement dated August 1, 2002.

The audit specifically reviewed compliance on the following leasing requirements: (a) *40% of the dwelling units to tenants whose income does not exceed 60% of the Austin Median Income "AMI" (referred as "Qualifying Tenants")* and (b) *90% of the dwelling units to tenants whose income does not exceed 120% of AMI (referred to as "Eligible Tenants")*. A sample of 40 tenant files was selected and reviewed for the audit.

It should be noted that Eagle's Landing received 4% tax credits through the Texas Department of Housing and Community Affairs requiring the development to lease 100% of the units to households with incomes of 60% AMI or less.

AUDIT FINDINGS

We reviewed a total of 30 tenant files: all contained updated tenant income certifications and were in good order. Therefore, no findings were noted.

CONCLUSION AND RECOMENDATIONS

Since the property is complying with all requirements of the Regulatory Agreement, staff request approval to invoice Eagle's Landing a \$500.00 examination fee.

cc: Leslie Browder, County Executive, Planning & Budget

TRAVIS COUNTY HOUSING FINANCE CORPORATION

TRAVIS COUNTY ADMINISTRATION BUILDING
P.O. Box 1748
(512) 854-9116

700 LAVACA STREET – SUITE 1560
AUSTIN, TEXAS 78767
Fax (512) 854-4210

October 11, 2013

Mr. Joseph Barletta, Compliance Manager
Eagle's Landing Apartments
8000 Decker Lane
Austin, Texas 78724

RE: May 22, 2013 Follow-up Compliance Audit

Dear Mr. Barletta:

We have completed the compliance examination of Eagle's Landing Apartments. The purpose of the examination was to ensure that *(a) 40% of the dwelling units to tenants whose income does not exceed 60% of the Area Median Income "AMI" (referred as "Low Income Tenants") and (b) 90% of the dwelling units to tenants whose income does not exceed 120% of AMI (referred to as "Eligible Tenants")*. Additionally, the Regulatory and Land Use Restriction Agreement require that income certifications are required annually for all tenants.

We had no findings, and all tenant files reviewed had tenant incomes updated.

Thank you for the courtesy you showed us during the on-site visit and for your dedication in maintaining compliance with the Regulatory Agreement. Mr. Barletta, we understand and appreciate that these recertifications represented a significant effort and a large time commitment for you and your staff. We do appreciate it and the professionalism and expertise you bring to the property. If there are any questions or concerns, please do not hesitate to contact us.

Very truly yours,

Andrea Shields
Corporations Manager

cc: Board of Directors, Travis County Housing Finance Corporation
Leslie Browder, County Executive, Planning and Budget

TRAVIS COUNTY HOUSING FINANCE CORPORATION

TRAVIS COUNTY ADMINISTRATION BUILDING
P.O. Box 1748
(512) 854-9116

700 Lavaca Street, Suite 1560
AUSTIN, TEXAS 78767
Fax (512) 854-4210

Invoice

January 21, 2014

Eagle's Landing Apartments
Attn: Joseph Barletta, Compliance Manager
NuRock Management, Inc.
8000 Decker Lane
Austin, TX 78724

Please remit the Travis County Housing Finance Corporation the reimbursable fees related to the Eagle's Landing Apartments compliance examination for 2013.

BALANCE DUE: \$ 500.00

Payment should be sent to:

Travis County Housing Finance Corporation
Attn: Andrea Shields
700 Lavaca Street, Suite 1560
Austin, Texas 78701

**TRAVIS COUNTY HOUSING FINANCE CORPORATION
THE PARK AT WELLS BRANCH APARTMENTS
2013 COMPLIANCE EXAMINATION REPORT**

DATE: October 8, 2013

TO: Board of Directors, Travis County Housing Finance Corporation

FROM: Andrea Shields, Manager

SUBJECT: Compliance Examination – The Park at Wells Branch Apartments

SUMMARY AND BACKGROUND INFORMATION

On June 1, 2002, the Corporation issued \$17,740,000 in Multifamily Housing Revenue Bonds for the acquisition of The Park at Wells Branch Apartments Project. The property offers 304-units and is located at 1915 Wells Branch Parkway, Austin, Texas. The owner of the development is CHC Park at Wells Branch, LLC, a Texas limited liability company. The owner is a CHDO non-profit entity.

SCOPE

A minimum of 61 units (20% of 304) must be occupied by Low Income Tenants with incomes of 50 percent of the Area Median Income (“AMI”) or less. Tenant incomes must be recertified annually per the Regulatory Agreement.

On September 11, 2013, we completed an on-site file audit of The Park at Wells Branch Apartments. The audit focused on the requirements of the owner to lease at least: (a) 20% of the 304 total dwelling units to tenants whose annual income does not exceed 50% of Austin annual median gross income “AMI” (referred to as Low Income Tenants) and (b) 90% of the dwelling units to tenants (called Eligible Tenants) whose annual income does not exceed 120% of Austin median income. Staff reviewed 40 tenant files.

AUDIT FINDINGS

Overall the tenant files appear to be maintained in generally satisfactory condition. No significant exceptions were noted during the examination. Overall, based on our on-site audit, The Park at Wells Branch appears to be in compliance with the Regulatory Agreement, and tenant incomes are recertified annually.

CONCLUSION AND RECOMENDATIONS

The property is in compliance with the LURA and there are no recommended actions by staff.

Staff request approval to invoice The Park at Wells Branch Apartments a \$500.00 examination fee.

cc: Leslie Browder, County Executive, Planning and Budget

TRAVIS COUNTY HOUSING FINANCE CORPORATION

TRAVIS COUNTY ADMINISTRATION BUILDING
P.O. Box 1748
(512) 854-9116

700 LAVACA STREET – SUITE 1560
AUSTIN, TEXAS 78767
Fax (512) 854-4210

October 8, 2013

Ms. Laura Dominguez, Property Manager and
Mr. Peter Rodriguez, Regional Compliance Manager
The Park at Wells Branch Apartments
1915 Wells Branch Parkway
Austin, Texas 78728

RE: September 11, 2013 Compliance Audit

Dear Ms. Dominguez and Mr. Rodriguez:

We have completed the compliance examination of The Park at Wells Branch Apartments. The purpose of the examination was to ensure that *(a) 20% of the dwelling units to tenants whose income does not exceed 50% of the Area Median Income "AMI" (referred as "Low Income Tenants") and (b) 90% of the dwelling units to tenants whose income does not exceed 120% of AMI (referred to as "Eligible Tenants")*. Additionally, the Regulatory and Land Use Restriction Agreement require that income certifications are required annually for all tenants.

The purpose of the compliance audit of September 11, 2013, was to ensure compliance with the income restrictions and annual tenant income certifications per the Regulatory and Land Use Restriction Agreement. We had no findings.

Thank you for the courtesy you showed us during the on-site visit and for your dedication in maintaining compliance with the Regulatory Agreement. If there are any questions or concerns, please do not hesitate to contact us.

Very truly yours,

Andrea Shields
Corporations Manager

cc: Board of Directors, Travis County Housing Finance Corporation
Leslie Browder, County Executive, Planning and Budget

TRAVIS COUNTY HOUSING FINANCE CORPORATION

TRAVIS COUNTY ADMINISTRATION BUILDING
P.O. Box 1748
(512) 854-9116

700 Lavaca Street, Suite 1560
AUSTIN, TEXAS 78767
Fax (512) 854-4210

Invoice

January 21, 2014

The Park at Wells Branch Apartments
Attn: Laura Dominguez, Property Manager
1915 Wells Branch Parkway
Austin, TX 78728

Please remit the Travis County Housing Finance Corporation the reimbursable fees related to the The Park at Wells Branch Apartments compliance examination for September 11, 2013.

BALANCE DUE: \$ 500.00

Payment should be sent to:

Travis County Housing Finance Corporation
Attn: Andrea Shields
700 Lavaca Street, Suite 1560
Austin, Texas 78701

**TRAVIS COUNTY HOUSING FINANCE CORPORATION
WESTCHESTER WOODS APARTMENTS
2013 COMPLIANCE EXAMINATION REPORT**

DATE: October 8, 2013

TO: Board of Directors, Travis County Housing Finance Corporation

FROM: Andrea Shields, Manager

SUBJECT: Compliance Examination – Westchester Woods Apartments

SUMMARY AND BACKGROUND INFORMATION

On January 25, 2002, the Corporation issued \$15,750,000 in Bonds for the construction of a 250-unit multifamily residential development called Westchester Woods Apartments. The apartments are located at 19600 Heatherwilde Boulevard in Pflugerville. The owner is Westchester Woods, LTD., a Texas limited partnership. The developer is Wendover Housing Partners, a company located in Lake Mary, Florida.

SCOPE

A minimum of 100 units (40% of 250) must be occupied by Low Income Tenants with incomes of 60 percent of the Area Median Income (“AMI”) or less. Tenant incomes must be recertified annually per the Regulatory Agreement. It should be noted that the property received 4% housing tax credits from TDHCA and maintains 100% of the property’s units at 60% AMI based on this allocation.

On August 29, 2013, we completed an onsite examination of Westchester Woods Apartments. The audit focused on the requirements of the owner to lease at least: (a) 40% of the 250 total dwelling units to tenants whose annual income does not exceed 60% of Austin annual median gross income “AMI” (referred to as Low Income Tenants) and (b) 90% of the dwelling units to tenants (called Eligible Tenants) whose annual income does not exceed 120% of Austin median income.

We examined 34 tenant files for the following items:

- To ensure the income requirements were met;
- To ensure that tenants were recertified annually;
- To ensure that proper income verification was in the file (letter from employer, last three pay stubs or last year’s W-2 or Form 1040).
- To ensure the Income Certification form was signed within 30 days of the move-in date or lease renewal.

In our opinion, Westchester Woods Apartments has generally met the housing requirements as set forth in the Regulatory Agreement.

AUDIT FINDINGS

Overall the tenant files appear to be maintained in satisfactory condition. No significant exceptions were noted during the examination.

CONCLUSION AND RECOMENDATIONS

Since the property is complying with all requirements of the Regulatory Agreement, staff request approval to invoice Westchester Woods a \$500.00 examination fee.

cc: Leroy Nellis, Budget Manager
Cliff Blount, Esq.
Andrea Shields, Manager
Karen Thigpen, Assistant Manager

TRAVIS COUNTY HOUSING FINANCE CORPORATION

TRAVIS COUNTY ADMINISTRATION BUILDING
P.O. Box 1748
(512) 854-9116

700 LAVACA STREET – SUITE 1560
AUSTIN, TEXAS 78767
Fax (512) 854-4210

October 8, 2013

Ms. Laura Dominguez, Property Manager and
Mr. Peter Rodriguez, Regional Compliance Manager
Westchester Woods
19600 Heatherwilde Boulevard
Pflugerville, Texas 78760

RE: August 29, 2013 Compliance Audit

Dear Ms. Dominguez and Mr. Rodriguez:

We have completed the compliance examination of Westchester Woods. The purpose of the examination was to ensure that *(a) 40% of the dwelling units to tenants whose income does not exceed 60% of the Area Median Income "AMI" (referred as "Low Income Tenants") and (b) 90% of the dwelling units to tenants whose income does not exceed 120% of AMI (referred to as "Eligible Tenants")*. Additionally, the Regulatory and Land Use Restriction Agreement require that income certifications are required annually for all tenants.

The purpose of the compliance audit of August 29, 2013, was to confirm that tenant income certifications are now being completed annually and to ensure compliance with the income restrictions per the Regulatory and Land Use Restriction Agreement. We had no findings.

Thank you for the courtesy you showed us during the on-site visit and for your dedication in maintaining compliance with the Regulatory Agreement. If there are any questions or concerns, please do not hesitate to contact us.

Very truly yours,

Andrea Shields
Corporations Manager

cc: Board of Directors, Travis County Housing Finance Corporation
Leslie Browder, County Executive, Planning and Budget

TRAVIS COUNTY HOUSING FINANCE CORPORATION

TRAVIS COUNTY ADMINISTRATION BUILDING
P.O. Box 1748
(512) 854-9116

700 Lavaca Street, Suite 1560
AUSTIN, TEXAS 78767
Fax (512) 854-4210

Invoice

January 21, 2014

Westchester Woods Apartments
Attn: Laura Dominguez, Property Manager
19600 Heatherwilde Blvd.
Pflugerville, TX 78760

Please remit the Travis County Housing Finance Corporation the reimbursable fees related to the Westchester Woods Apartments compliance examination for August 29, 2013.

BALANCE DUE: \$ 500.00

Payment should be sent to:

Travis County Housing Finance Corporation
Attn: Andrea Shields
700 Lavaca Street, Suite 1560
Austin, Texas 78701

**TRAVIS COUNTY HOUSING FINANCE CORPORATION
ROSEMONT AT HEATHER BEND (FORMERLY
HEATHERWILDE APARTMENTS)
2013 COMPLIANCE EXAMINATION REPORT**

DATE: October 8, 2013

TO: Board of Directors, Travis County Housing Finance Corporation

FROM: Andrea Shields, Manager

SUBJECT: Compliance Examination – Rosemont at Heather Bend

SUMMARY AND BACKGROUND INFORMATION

On October 1, 2002, the Travis County Housing Finance Corporation (“Corporation”) issued a total of \$15,000,000 in two Revenue Bond issues for the construction of a 260-unit multifamily residential development. The development was named Heatherwilde Apartments but has since changed names to Rosemont at Heather Bend located on 16701 Heatherwilde Boulevard, Pflugerville, Texas 78660. The owner is Heatherwilde Villas Housing Limited Partnership.

SCOPE

A minimum of 104 units (40% of 260) must be occupied by “Low Income Tenants” with a total family income at or below 60% of Area Median Family Income (“AMI”) and rents must be set at 50% of AMI. Additionally, a minimum 234 units (90% of 260) must be occupied by “Eligible Tenants” whose income does not exceed 120% of AMI. Tenant incomes must be recertified annually per the Regulatory Agreement.

Rosemont at Heather Bend received 4% tax credits through the Texas Department of Housing and Community Affairs requiring the development to lease 100% of the units to “Low Income Tenants”.

On March 27, 2013, staff initiated a compliance examination. The audit focused on performance requirements set forth by the Regulatory Agreement dated October 1, 2002.

AUDIT FINDINGS

Overall the tenant files appear to be maintained in satisfactory condition. No significant exceptions were noted during the examination. However, management was following TDHCA's compliance regulations and was not certifying tenant incomes annually. Instead they were recertifying every three years. Therefore, we were unable to confirm that current tenants are or are not currently income qualified to reside at the property, and we are unable to conclusively confirm whether the property is in compliance with 40% of the units at 60% AMI and 90% at 120% AMI. Discussions were held with management and compliance staff and agreements were put in place to ensure that staff immediately begins recertifying incomes for current tenants, and going forward that new policies and procedures be implemented to ensure annual income certification for all tenants.

On June 28, 2013, we completed a follow up audit to ensure that the compliance activities at the property are in compliance with the Regulatory Agreement, which requires that tenant incomes be certified annually.

CONCLUSION AND RECOMENDATIONS

Overall the tenant files appear to be maintained in satisfactory condition. No significant exceptions were noted during the examination. Management has completed tenant income recertifications for the last three months, and has established policies and forms to ensure that all tenants are recertified annually upon renewal. We are now able to conclusively confirm that the property is in compliance with 40% of the units at 60% AMI and 90% at 120% AMI.

Staff request approval to invoice Rosemont at Heather Bend a \$500.00 examination fee.

cc: Leslie Browder, County Executive, Planning and Budget

TRAVIS COUNTY HOUSING FINANCE CORPORATION

TRAVIS COUNTY ADMINISTRATION BUILDING
P.O. Box 1748
(512) 854-9116

700 LAVACA STREET – SUITE 1560
AUSTIN, TEXAS 78767
Fax (512) 854-4210

January 21, 2014

Stewart Hill
Pinnacle Family of Companies
2801 Alaskan Way, Suite 200
Seattle, WA 98121

RE: Follow-up examination to February 17, 2012 Compliance Examination Report for Rosemont at Heather Bend in Pflugerville, TX

Dear Mr. Hill:

We have completed the compliance examination of Rosemont at Heather Bend. The purpose of the examination was to ensure that (a) 40% of the dwelling units to tenants whose income does not exceed 60% of the Area Median Income "AMI" (referred as "Low Income Tenants") and (b) 90% of the dwelling units to tenants whose income does not exceed 120% of AMI (referred to as "Eligible Tenants"). Additionally, the Regulatory Agreement and Declaration of Restrictive Covenants require that income certifications are required annually for all tenants (Sec. 6 (c) (ii)).

The purpose of the compliance audit of June 28, 2013, was to confirm that tenant income certifications are now being completed annually and to ensure compliance with the income restrictions per the Regulatory Agreement and Declaration of Restrictive Covenants. We had no findings.

Thank you for the courtesy you showed us during the on-site visit and for your dedication in maintaining compliance with the Regulatory Agreement. If there are any questions or concerns, please do not hesitate to contact us.

Very truly yours,

Andrea Shields
Corporations Manager

cc: Board of Directors, Travis County Housing Finance Corporation
Leslie Browder, County Executive, Planning and Budget

TRAVIS COUNTY HOUSING FINANCE CORPORATION

TRAVIS COUNTY ADMINISTRATION BUILDING
P.O. Box 1748
(512) 854-9116

700 Lavaca Street, Suite 1560
AUSTIN, TEXAS 78767
Fax (512) 854-4210

Invoice

January 21, 2014

Pinnacle Family of Companies
Attn: Stewart Hill, Director of Partner Relations
2801 Alaskan Way, Suite 200
Seattle, WA 98121

Please remit the Travis County Housing Finance Corporation the reimbursable fees related to the Rosemont at Heather Bend compliance examination for 2013.

BALANCE DUE: \$ 500.00

Payment should be sent to:

Travis County Housing Finance Corporation
Attn: Andrea Shields
700 Lavaca Street, Suite 1560
Austin, Texas 78701

**TRAVIS COUNTY HOUSING FINANCE CORPORATION
ENDEAVOR/RESIDENCES AT THE DOMAIN
2013 COMPLIANCE EXAMINATION REPORT**

DATE: October 8, 2013

TO: Board of Directors, Travis County Housing Finance Corporation

FROM: Andrea Shields, Manager

SUBJECT: Compliance Examination – Endeavor/Residences at the Domain
Apartments

SUMMARY AND BACKGROUND INFORMATION

Endeavor/Residences at the Domain was the beneficiary of an Economic Development Agreement dated August 26, 2003, which has an affordability component at the property as mandated in Attachment C to the Agreement. The property has 600 residential units in addition to retail and office space, the latter of which are outside the scope of the Attachment C. The property is located at 11400 Domain Drive, Austin, Texas. The owner of the development is EGP Management, L.L.C.

SCOPE

A minimum of 60 units (10% of 600) must be occupied by Eligible Tenants with incomes of 65 percent of the Area Median Income (“AMI”) or less. Tenant incomes must be recertified annually per the Economic Development Agreement.

On June 27, 2013, we completed an onsite examination of the Endeavor/Residences at the Domain Apartments. The audit focused on the requirements of the owner to lease at least: (a) 10% of the 600 total dwelling units to tenants whose annual income does not exceed 65% of Austin annual median gross income “AMI” (referred to as Eligible Tenants).

AUDIT FINDINGS

Overall the tenant files appear to be maintained in satisfactory condition. All sixty Eligible Tenant files were reviewed with no findings, and all 60 tenants had compliant incomes of 65% of AMI or less as stipulated in the Agreement.

CONCLUSION AND RECOMENDATIONS

No actions are deemed necessary.

Staff request approval to invoice Endeavor/Residences at the Domain a \$500.00 examination fee.

**cc: Board of Directors, Travis County Housing Finance Corporation
Leslie Browder, County Executive, Planning and Budget**

TRAVIS COUNTY HOUSING FINANCE CORPORATION

TRAVIS COUNTY ADMINISTRATION BUILDING
P.O. Box 1748
(512) 854-9116

700 Lavaca Street, Suite 1560
AUSTIN, TEXAS 78767
Fax (512) 854-4210

July 1, 2013

Ms. Melanie Feather
Endeavor/Residences at the Domain
11400 Domain Drive
Austin, TX 78758

Re: Endeavor/Residences at the Domain Compliance Audit

Dear Ms. Feather:

We have completed the compliance audit of the Residences at the Domain. The purpose of the audit was to ensure compliance with the affordability restrictions established by the Economic Development Agreement. The Agreement requires that a minimum of 60 units (10% of 600) must be occupied by Eligible Tenants with incomes of 65 percent of the Area Median Income or less.

Based on our on-site compliance audit of June 27, 2013, Residences at the Domain are in compliance with the Economic Development Agreement. We had no findings, and all reviewed tenant files were in good order. Thank you for the courtesy you all showed us during our on-site visit and for your dedication in maintaining compliance with the affordability restrictions. If there are any questions or concerns, please do not hesitate to contact us.

Very truly yours,



Andrea Shields
Manager

cc: Board of Directors, Travis County Housing Finance Corporation
Leslie Browder, County Executive, Planning and Budget

TRAVIS COUNTY HOUSING FINANCE CORPORATION

TRAVIS COUNTY ADMINISTRATION BUILDING
P.O. Box 1748
(512) 854-9116

700 Lavaca Street, Suite 1560
AUSTIN, TEXAS 78767
Fax (512) 854-4210

Invoice

January 21, 2014

Endeavor/Residences at the Domain
Attn: Melaine Feather, Property Manager
11400 Domain Drive
Austin, TX 78758

Please remit the Travis County Housing Finance Corporation the reimbursable fees related to the Residences at the Domain compliance examination for June 27, 2013.

BALANCE DUE: \$ 500.00

Payment should be sent to:

Travis County Housing Finance Corporation
Attn: Andrea Shields
700 Lavaca Street, Suite 1560
Austin, Texas 78701

**TRAVIS COUNTY HOUSING FINANCE CORPORATION
ARGOSY AT CRESTVIEW APARTMENTS
2013 COMPLIANCE EXAMINATION REPORT**

DATE: October 9, 2013

TO: Board of Directors, Travis County Housing Finance Corporation

FROM: Andrea Shields, Manager

SUBJECT: Compliance Examination – Argosy at Crestview Apartments

SUMMARY AND BACKGROUND INFORMATION

On March 1, 2012, the Corporation issued \$17,500,000 in Multifamily Housing Revenue Bonds for The Argosy at Crestview Apartments Project. The bonds were issued to finance the acquisition and rehabilitation of a 288-unit multifamily residential development located at 1003 Justin Lane, Austin, Texas. The owner of the development is ML CASA V, L.P., a Delaware limited partnership.

SCOPE

A minimum of 58 units (20% of 288) must be occupied by Low Income Tenants with incomes of 50 percent of the Area Median Income (“AMI”) or less. A minimum of 144 units (50% of 288) must be occupied by Moderate Income Tenants with incomes of 80 percent of the Area Median Income (“AMI”) or less. Tenant incomes must be recertified annually per the Regulatory Agreement.

On May 10, 2013, we completed an onsite examination of the Argosy at Crestview Apartments. The audit focused on the requirements of the owner to lease at least: (a) 20% of the 288 total dwelling units to tenants whose annual income does not exceed 50% of Austin annual median gross income “AMI” (referred to as Low Income Tenants); (b) 30% of the 288 total dwelling units to tenants whose annual income does not exceed 80% of Austin annual median gross income “AMI” (referred to as Moderate Income Tenants) and (c) 90% of the dwelling units to tenants (called Eligible Tenants) whose annual income does not exceed 120% of Austin median income.

We examined 50 tenant files for the following items:

- To ensure the income requirements were met;
- To ensure that proper income verification was in the file (letter from employer, last three pay stubs or last year’s W-2 or Form 1040).
- To ensure the Income Certification form was signed and notarized within 30 days of the move-in date

In our opinion, Argosy at Crestview Apartments has met the housing requirements as set forth in the Regulatory Agreement.

AUDIT FINDINGS

Overall the tenant files appear to be maintained in satisfactory condition. No significant exceptions were noted during the examination.

CONCLUSION AND RECOMENDATIONS

Since the property is complying with all requirements of the Regulatory Agreement, staff request approval to invoice Argosy at Crestview a \$500.00 examination fee.

cc: Leslie Browder, County Executive, Planning and Budget

TRAVIS COUNTY HOUSING FINANCE CORPORATION

TRAVIS COUNTY ADMINISTRATION BUILDING
P.O. Box 1748
(512) 854-9116

700 LAVACA STREET – SUITE 1560
AUSTIN, TEXAS 78767
Fax (512) 854-4210

November 19, 2013

Ms. Elizabeth Rivas, Property Manager
Argosy at Crestview
1003 Justin Lane
Austin, Texas 78757

RE: May 10, 2013 Compliance Audit

Dear Ms. Rivas:

We have completed the compliance examination of Argosy at Crestview. The purpose of the examination was to ensure that *(a) 20% of the dwelling units to tenants whose income does not exceed 50% of the Area Median Income "AMI" (referred as "Low Income Tenants") and (b) 50% of the dwelling units to tenants whose income does not exceed 80% of AMI (referred to as "Moderate Income Tenants")*. Additionally, the Regulatory and Land Use Restriction Agreement require that income certifications are required annually for all tenants.

The purpose of the compliance audit of May 10, 2013, was to confirm that tenant income certifications are now being completed annually and to ensure compliance with the income restrictions per the Regulatory and Land Use Restriction Agreement. We had no findings.

Thank you for the courtesy you showed us during the on-site visit and for your dedication in maintaining compliance with the Regulatory Agreement. If there are any questions or concerns, please do not hesitate to contact us.

Very truly yours,

Andrea Shields
Corporations Manager

cc: Board of Directors, Travis County Housing Finance Corporation
Leslie Browder, County Executive, Planning and Budget

TRAVIS COUNTY HOUSING FINANCE CORPORATION

TRAVIS COUNTY ADMINISTRATION BUILDING
P.O. Box 1748
(512) 854-9116

700 Lavaca Street, Suite 1560
AUSTIN, TEXAS 78767
Fax (512) 854-4210

Invoice

January 21, 2014

Argosy at Crestveiw Apartments
Attn: Elizabeth Rivas, Property Manager
1003 Justin Lane
Austin, Texas 78757

Please remit the Travis County Housing Finance Corporation the reimbursable fees related to the Argosy at Crestview Apartments compliance examination for 2013 held on May 10, 2013.

BALANCE DUE: \$ 500.00

Payment should be sent to:

Travis County Housing Finance Corporation
Attn: Andrea Shields
700 Lavaca Street, Suite 1560
Austin, Texas 78701

**TRAVIS COUNTY HOUSING FINANCE CORPORATION
FORT BRANCH AT TRUMAN'S LANDING
2013 COMPLIANCE EXAMINATION REPORT**

DATE: November 19, 2013

TO: Board of Directors, Travis County Housing Finance Corporation

FROM: Andrea Shields, Manager

SUBJECT: Compliance Examination – Fort Branch at Truman's Landing

SUMMARY AND BACKGROUND INFORMATION

On December 1, 2000, the Travis County Housing Finance Corporation ("Corporation") issued a total of \$12,318,000 in one Revenue Bond issue for the construction of a 250-unit multifamily residential development. The development is located on 5800 Techni Center Drive, Austin, Texas 78721. The owner is Fort Branch Landing Limited Partnership.

SCOPE

A minimum of 100 units (40% of 250) must be occupied by "Low Income Tenants" with a total family income at or below 60% of Area Median Family Income ("AMI"). Additionally, a minimum 225 units (90% of 250) must be occupied by "Eligible Tenants" whose income does not exceed 120% of AMI. Tenant incomes for the units at 60% Ami must be recertified annually while the remaining units require only a sworn statement per the Regulatory Agreement.

Fort Branch at Truman's Landing received 4% tax credits through the Texas Department of Housing and Community Affairs requiring the development to lease 248 of the 250 units to "Low Income Tenants".

On November 15, 2013, staff initiated a compliance examination. The audit focused on performance requirements set forth by the Regulatory Agreement dated December 1, 2000.

AUDIT FINDINGS

Overall the tenant files appear to be maintained in satisfactory condition. No significant exceptions were noted during the examination.

CONCLUSION AND RECOMENDATIONS

Staff request approval to invoice Fort Branch at Truman's Landing a \$500.00 examination fee.

cc: Cliff Blount, Esq.

TRAVIS COUNTY HOUSING FINANCE CORPORATION

TRAVIS COUNTY ADMINISTRATION BUILDING
P.O. Box 1748
(512) 854-9116

700 LAVACA STREET – SUITE 1560
AUSTIN, TEXAS 78767
Fax (512) 854-4210

November 15, 2013

Ms. Kelly Hullender, Community Manager
Fort Branch at Truman's Landing Apartments
5800 Techni Center
Austin, Texas 78721

RE: November 15, 2013 follow up Compliance Audit

Dear Ms. Hullender:

We have completed the compliance examination of Fort Branch at Truman's Landing Apartments. The purpose of the examination was to ensure that *(a) 40% of the dwelling units to tenants whose income does not exceed 60% of the Area Median Income "AMI" (referred as "Low Income Tenants") and (b) 90% of the dwelling units to tenants whose income does not exceed 120% of AMI (referred to as "Eligible Tenants")*. Additionally, the Regulatory and Land Use Restriction Agreement require that income certifications are required annually for all tenants.

The purpose of the follow up audit of November 15, 2013, was to confirm that tenant income certifications are now being completed annually per the Regulatory and Land Use Restriction Agreement. All tenant files reviewed had tenant incomes updated or appropriate action was taken if the resident was uncooperative in providing requested information.

Thank you for the courtesy you showed us during the on-site visit and for your dedication in maintaining compliance with the Regulatory Agreement. Ms. Hullender, we understand and appreciate that these recertifications represented a significant effort and a large time commitment for you and your staff. We do appreciate it and the professionalism and expertise you bring to the property. If there are any questions or concerns, please do not hesitate to contact us.

Very truly yours,

Andrea Shields
Corporations Manager

cc: Leslie Browder, County Executive, Planning and Budget

TRAVIS COUNTY HOUSING FINANCE CORPORATION

TRAVIS COUNTY ADMINISTRATION BUILDING
P.O. Box 1748
(512) 854-9116

700 Lavaca Street, Suite 1560
AUSTIN, TEXAS 78767
Fax (512) 854-4210

Invoice

November 20, 2013

Ms. Kelly Hullender, Community Manager
Fort Branch at Truman's Landing Apartments
5800 Techni Center
Austin, Texas 78721

Please remit the Travis County Housing Finance Corporation the reimbursable fees related to the Fort Branch at Truman's Landing Apartments compliance examination for November 15, 2013.

BALANCE DUE: \$ 500.00

Payment should be sent to:

Travis County Housing Finance Corporation
Attn: Andrea Shields
700 Lavaca Street, Suite 1560
Austin, Texas 78701



Travis County Commissioners Court Agenda Request
TRAVIS COUNTY HOUSING FINANCE CORPORATION

Meeting Date: January 28, 2014

Prepared By/Phone Number: Andrea Shields, Corporations Manager/854-9116

Elected/Appointed Official/Dept. Head: Leslie Browder, County Executive, Planning and Budget/854-9106

Commissioners Court Sponsor: Samuel T. Biscoe, President

AGENDA LANGUAGE: Consider and take appropriate action on request to approve transfer of Fort Branch Landing Apartments to Fort Branch, LLC.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS: See attached backup.

STAFF RECOMMENDATIONS: Staff recommends approval.

ISSUES AND OPPORTUNITIES: None.

FISCAL IMPACT AND SOURCE OF FUNDING: None.

REQUIRED AUTHORIZATIONS: Andrea Shields, Manager/854-9116; 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.



**NAMAN HOWELL
SMITH & LEE^{PLLC}**
ATTORNEYS AT LAW

MEMORANDUM
from
William C. Blount

(512) 479-0300
Fax (512) 474-1901
E-mail: blount@namanhowell.com

TO: Board of Directors of Travis County Housing Finance Corporation

DATE: January 21 2014

RE: Request to approve transfer of Fort Branch Landing Apartments

Agenda Date: January 28, 2014

We have received a request to approve a transfer of the above-referenced apartments to an affiliate of the Post Investment Group, LLC. This is the same group that purchased the Mountain Ranch apartments in 2011. The bonds were redeemed in 2008, however, the Regulatory Agreement continues in effect on the property for approximately 2 more years.

Attached is a copy of section 12 of the Regulatory Agreement as well as a draft of an Assignment and Assumption Agreement to be executed by the parties. Also attached is information on the purchaser, Post Investment Group.

As you can see from Section 12, Travis County HFC's consent to the transfer is required but shall be given upon receipt of:

- (a) The purchaser covenants to operate the project in a compliance with the provisions of the Regulatory Agreement; and
- (b) Receipt by TCHFC of:
 - (i) Evidence reasonably satisfactory to you that the purchaser has assumed in writing and in full and is reasonably capable of performing the Borrower's duties under the Regulatory Agreement (the Loan Agreement and Indenture were discharged due to the redemption of the bonds in 2008);
 - (ii) A certificate of the Borrower that no event of default has occurred or is continuing under the Regulatory Agreement;
 - (iii) Payment to the Issuer of an assumption fee of \$5500;
 - (iv) Evidence of agreement to restrictions in order to maintain tax exempt status

- of interest on the bonds;
- (v) An opinion of counsel to the purchaser that the purchaser has duly assumed the obligations of the Borrower under the Regulatory Agreement and that the obligations are binding on the purchaser;
- (vi) A Certificate of Continuing Compliance from the Borrower current within 45 days; and
- (c) Payment of all costs of the transfer by the Borrower or purchaser.

The Assignment and Assumption Agreement address items (a), (b)(i), (b)(iv), and (b)(v) above.

Please give me a call if you have any questions regarding this matter before Tuesday.

cc: Andrea Shields

ASSUMPTION AGREEMENT AND CONSENT

This Assumption Agreement and Consent (this "Agreement") is entered into as of the 14th day of January, 2014, by and between the Travis County Housing Finance Corporation, a Texas public nonprofit corporation (the "Corporation"), _____, a _____ limited partnership (the "Transferor"), and Fort Branch, LLC, a Texas limited liability company (the "Transferee").

WHEREAS, Transferee is seeking to purchase the Fort Branch Landing Apartments in Austin, Texas, as more particularly described in Exhibit "A" attached hereto (the "Project"), from Transferor; and

WHEREAS, the Project is financed, in part, with the proceeds of the Corporation's Multifamily Housing Revenue bonds (Fort Branch Landing Apartments Project) Series 2000, which bonds were fully redeemed in December, 2008; and

WHEREAS, the Project is encumbered by and subject to a Regulatory Agreement and Declaration of Restrictive Covenants recorded as Document Number 2000197555 in the Official Public Records of Travis County, Texas (the "Regulatory Agreement"); and

WHEREAS, pursuant to Section 12 of the Regulatory Agreement, the prior written consent of the Corporation is required in order for the Transferee to acquire the Project; and

WHEREAS, a condition of obtaining said consent is the assumption by the Transferee of the obligations imposed by the Regulatory Agreement; and

WHEREAS, the Transferee desires to assume all obligations under the Regulatory Agreement and to thereafter own and operate the Project in compliance with the Regulatory Agreement until the Qualified Project Period expires.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter recited, and the acquisition of the Project by the Transferee and consents of the parties hereto, the parties agree as follows:

1. Assumption. The Transferee hereby agrees to, and does by these premises, assume all of the obligations of the Borrower under the terms of the Regulatory Agreement and the Transferee agrees to operate the Project in accordance with the requirements of the Regulatory Agreement as multi-family residential rental property in accordance with the Internal Revenue Code and Income Tax Regulations promulgated by the Department of the Treasury pursuant to the Internal Revenue Code, until such time as the Qualified Project Period described therein expires.

2. Representations and Warranties by Transferee. The Transferee hereby affirms, represents and warrants that:

(a) The Transferee is a limited liability company validly organized and existing and in good standing under the laws of the State of Texas and has full power and authority to purchase the Project, to enter into this Agreement and to execute, deliver and perform its obligations hereunder and under the Regulatory Agreement;

(b) This Agreement and the Regulatory Agreement shall constitute the valid and binding agreements of Transferee, enforceable against the Transferee in accordance with their terms;

(c) The Transferee has received no notice from the Transferor of any uncured default or event of default under the Bond Documents or that any event has occurred which, with the giving of notice, the passage of time, or both, would become a default or event of default under the Bond Documents;

(d) The execution, delivery and performance of this Agreement and the performance by the Transferee of its obligations under the Regulatory Agreement: (i) have been duly authorized on behalf of the Transferee by all necessary action; (ii) do not and will not contravene any federal, state or local law, statute, ordinance, rule or regulation, or any judgment, decree or order of any federal, state or local court of competent jurisdiction or governmental body or agency by which the Transferee or its properties and assets, including the Project, are bound; (iii) do not and will not violate or result in a default under any agreement, contract, indenture, mortgage, deed of trust, security agreement or other instrument to which the Transferee is a party or by which its properties and assets, including the Project, are bound; (iv) do not and will not result in the creation or imposition of (or the obligation to create or impose) any lien, charge, security interest or encumbrance upon any properties or assets of the Transferee, including the Project, except as set forth in the Regulatory Agreement; and (v) do not and will not violate the Transferee's organizational documents;

(e) There are no judgments outstanding against the Transferee, and there are no actions, suits, proceedings, inquiries or investigations, at law or in equity, or before or by any court, administrative agency, department or public body or arbitration panel, pending or, to the best knowledge of the Transferee, threatened against or affecting the Transferee, or, to the best knowledge of the Transferee, its assets and properties, including, but not limited to, the Project, nor, to the best knowledge of the Transferee, is there any basis therefor, wherein an unfavorable decision, ruling or finding would, in any way, adversely affect the Transferee's ability to comply with the Regulatory Agreement or adversely affect the operation of the Project or any part thereof, which might result in any material adverse change in the business, operations, properties, assets, liabilities or condition (financial or otherwise) of the Transferee;

(f) To the best of the Transferee's knowledge, the Transferee is not in default in any material respect under any contract, mortgage, deed of trust, lease, loan or credit agreement, limited liability company or partnership agreement or other instrument to which the Transferee is a party or, to the best knowledge of the Transferee, by which it or its properties and assets, including, but not limited to, the Project, are bound; and

(g) To the best of the Transferee's knowledge, the Project is in compliance with all applicable laws and ordinances and rules and regulations of governmental bodies and agencies thereunder, and the Transferee is in compliance with all orders and judgments of any court or governmental body or agency of competent jurisdiction affecting the existence, power and authority of the Transferee and its operation and use of the Project.

The representations and warranties made by the Transferee in this Agreement, or pursuant hereto, shall survive the execution hereof.

3. Representations and Warranties by Transferor. The Transferor hereby affirms, represents and warrants that:

(a) There are no facts or circumstances which, with the giving of notice or passage of time, or both, would constitute a violation of or default under any of its material obligations under the Regulatory Agreement as of the date hereof;

(b) The execution, delivery and performance of this Agreement by the Transferor, the performance by the Transferor of its obligations under this Agreement, and the sale of the Project by the Transferor to the Transferee: (i) have been duly authorized on behalf of the Transferor by all necessary action; (ii) do not and will not contravene any federal, state or local law, statute, ordinance, rule or regulation, or any judgment, decree or order of any federal, state or local court of competent jurisdiction or governmental body or agency by which the Transferor or its properties and assets, including the Project, are bound; (iii) do not and will not violate or result in a default under any agreement, contract, indenture, mortgage, deed of trust, security agreement or other instrument to which the Transferor is a party or by which its properties and assets, including the Project, are bound; (iv) do not and will not result in the creation or imposition of (or the obligation to create or impose) any lien, charge, security interest or encumbrance upon any properties or assets of the Transferor, including the Project; and (v) do not and will not violate the Transferor's organizational documents.

The representations and warranties made by the Transferor in this Agreement, or pursuant hereto, shall survive the execution hereof.

4. Consent. The Corporation hereby consents to the transfer of the Project to the Transferee and to the assumption of the Regulatory Agreement by the Transferee as herein provided, upon receipt of all items required by Section 12 of the Regulatory Agreement.

5. Governing Law. This Agreement shall be governed by the laws of the State of Texas.

6. Burden and Benefit. This Agreement shall be binding upon and inure to the benefit of the parties, and their successors and assigns, and the provisions hereof may not be modified without the written approval and consent of all parties hereto.

7. Multiple Counterparts. This Agreement may be simultaneously executed in

multiple counterparts, all of which shall constitute one and the same instrument, and each of which shall be deemed to be an original.

8. Indemnification of Corporation. Transferee agrees to indemnify and hold the Corporation, and its members, directors, agents and employees harmless from and against all actions, costs, damages, expenses, liabilities or losses of any kind (including reasonable attorneys' fees incurred in connection with the investigation, settlement, litigation or appeal or otherwise incurred in connection therewith) suffered by the Issuer, or its members, directors, agents or employees, as a result of any claim or threatened claim made by any third party resulting from Transferee's execution of this Agreement or its purchase, ownership and operation of the Project.

IN WITNESS WHEREOF, the parties have executed this Agreement by duly authorized representatives, as of the date and year first above written.

Travis County Housing Finance Corporation, a Texas public nonprofit corporation

By: _____
Samuel T. Biscoe, President

STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, on this day personally appeared Samuel T. Biscoe, President of Travis County Housing Finance Corporation, a Texas public nonprofit corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of the said Travis County Housing Finance Corporation.

Given under my hand and seal of office on this the ____ day of _____, 2014.

Notary Public, State of Texas

TRANSFEROR Signature Block

STATE OF _____ §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, _____ of _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of the said _____.

Given under my hand and seal of office on this the ____ day of _____, 2014.

Notary Public, State of _____

FORT BRANCH, LLC,
a Texas limited liability company

By: _____
Name: _____
Title: _____

STATE OF _____ §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____,
_____ of Fort Branch, LLC, known to me to be the person whose name is subscribed
to the foregoing instrument, and acknowledged to me that he executed the same for the purposes
and consideration therein expressed, in the capacity therein stated, and as the act and deed of the
said Fort Branch, LLC.

Given under my hand and seal of office on this the ____ day of _____, 2014.

Notary Public, State of _____

EXHIBIT A

PROPERTY DESCRIPTION

Lot 1B, Block "A," RESUBDIVISION OF LOT 1, BLOCK "A" FORT BRANCH LANDING SUBDIVISION, a subdivision in the City of Austin, Travis County, Texas, according to the map or plat thereof recorded under Document No. 2002100158, Official Public Records of Travis County, Texas.

TRAVIS COUNTY HOUSING FINANCE CORPORATION

**RESOLUTION APPROVING TRANSFER OF FORT BRANCH LANDING
APARTMENTS PURSUANT TO REGULATORY AGREEMENT AND
DECLARATION OF RESTRICTIVE COVENANTS**

WHEREAS, the Travis County Housing Finance Corporation (the "Issuer") issued its Travis County Housing Finance Corporation MultiFamily Housing Revenue Bonds (Fort Branch Landing Apartments Project) Series 2000 (the "Bonds"); and

WHEREAS, the Issuer's consent to a transfer of the Fort Branch Landing Apartments has been requested, pursuant to the terms of an Assumption Agreement and Consent (the "Agreement"), a copy of which is attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE ISSUER THAT:

1. The Issuer, acting by and through this Board of Directors, hereby approves and authorizes the execution, delivery and acceptance of the Agreement in substantially the form presented to and considered at this meeting. Any officer of the Issuer is authorized to execute and deliver the Agreement, and any necessary collateral documents or certificates, on behalf of the Issuer, with such changes and revisions as the officer executing the same shall deem appropriate and consistent with the intent of this Resolution.
2. This Resolution shall be effective upon its passing.

CERTIFICATION

The above resolution, adopted by the Board of Directors of the Travis County Housing Finance Corporation at a meeting held on the 28th day of January, 2014, is hereby certified to be a true and correct copy of an official copy thereof on file among the official records of such Corporation.

WITNESS my hand and seal of office this 28th day of January, 2014.

Margaret Gomez, Secretary