



Travis County Commissioners Court Agenda Request

Meeting Date: February 18, 2014

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

Elected/Appointed Official/Dept. Head: Sherri E. Fleming, County Executive of Travis County Health and Human Services & Veterans Service

Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE:

Receive input from the public related to the Community Development Block Grant available from HUD regarding the community needs and project ideas for the unincorporated areas of Travis County for Program Year 2014 and funding priorities for Program Years 2014-2018.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Under the provisions of Title 1 of the Housing and Community Development Act of 1974 (42 USC 5301), the Federal government through the U.S Department of Housing sponsors a program that provides Community Development Block Grants (CDBG) to cities and counties to develop viable urban communities by providing decent housing and a suitable living environment and by expanding economic opportunities for low and moderate income persons. Since 2006, Travis County has received CDBG funds from HUD on an annual basis.

Each year HUD requires each grantee to develop an Action Plan specifying the activities to be undertaken with CDBG funds. For the program year 2014, which spans from October 1, 2014 through September 30, 2015, Travis County is expected to receive an estimated \$909,925 in CDBG funds. Travis County must determine how the funds will be allocated, and to do so CDBG staff will work with the public, Travis County departments, and social service agencies to receive input on the community needs and proposed projects.

Consolidated Plans are completed every 3, 5 or 6 years (based on the County's interest) and include data on community needs and strategic goals. The County is currently working under a three year Consolidated Plan spanning from program years 2011-2013. The next Consolidated Plan will span 5 years, taking effect on October 1, 2014 and ending September 30, 2018.

To be compliant with 24 Congressional Federal Regulation (CFR) Part 91.105 and the approved Travis County Citizen Participation Plan (CPP), Travis County must hold two public hearings at the Travis County Commissioners Court, and one public hearing in each of the four County precincts. On Tuesday, January 21, 2014, the Travis County Commissioners Court approved the public hearing dates and advertisements for the spring public hearings. This is the first public hearing of this series. During these

hearings the public will have an opportunity to learn the objective, eligible activities, available funds, and CDBG project history among other areas of the grant. This information is available in through power point presentations (in English and Spanish, see Attachments A and B.)

Notice of the public hearings was provided in newspapers of general circulation, through postal and electronic mailings, on the County’s website, and the seven Travis County Community Centers.

STAFF RECOMMENDATIONS:

Staff recommends the public hearing. See attached PowerPoint for the presentation.

ISSUES AND OPPORTUNITIES:

Additional public hearings will be on:

Locations of Hearings		Dates/Times of Public hearings
Precinct 1	Travis County Community Center at Manor	Wednesday, February 19, 2014 6:30 pm
Precinct 2	Westside Meeting Hall, Austin	Thursday, February 20, 2014 6:30 pm
Precinct 3	Travis County Community Center at Oak Hill	Wednesday, March 5, 2014 6:30 pm
Precinct 4	Travis County Community Center at Del Valle	Thursday, March 6, 2014 6:30 pm
Community-Wide	Travis County Commissioners Court, 700 Lavaca	Tuesday March 11, 2014 9:00 am

After reviewing the data from the Community Needs meetings and other sources, staff will come back to the Commissioners Court in April for approval of a proposed strategic direction and project selection criteria so that projects for the next program year can be identified in May 2014.

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A

REQUIRED AUTHORIZATIONS:

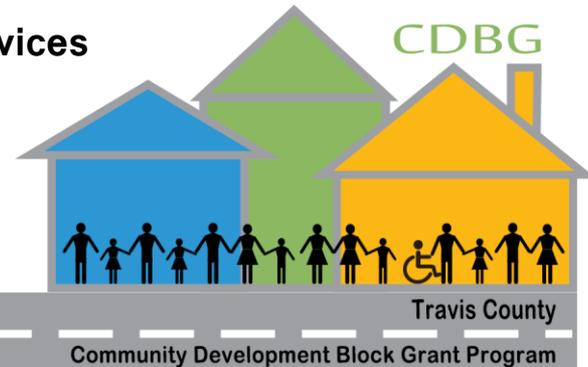
None.

Travis County Community Development Block Grant (CDBG) Program

Consolidated Planning: Funding Priorities for PY2014-2018 (October 1, 2014 – September 30, 2019)

Health & Human Services and Veteran Services
(HHS&VS) Department

Spring 2014 Presentation





- ❑ Covers a five-year period from October 1, 2014 to September 30, 2019
- ❑ Assesses community needs in areas such as housing, homelessness, and infrastructure
- ❑ Establishes funding priorities and objectives
- ❑ Sets goals and performance indicators



PUBLIC PARTICIPATION

Six public hearings will be conducted to help the County determine how to spend an estimated \$909,925 in CDBG funds for Program Year 2014 and establish priorities for the next five program years.

Location	Time & Date
Travis County Commissioners Court 700 Lavaca St	Tues., February 18, 2014 at 9:00 am Tues., March 11, 2014 at 9:00 am
Travis County Community Center at Manor	Wed., February 19, 2014 at 6:30 pm
Westside Meeting Hall In Austin	Thur., February 20, 2014 at 6:30 pm
Travis County Community Center at Oak Hill	Wed., March 5, 2014 at 6:30 pm
Travis County Community Center at Del Valle	Thur., March 6, 2014 at 6:30 pm



During the meetings, the public will have the opportunity to:

- ❑ Prioritize funding areas and propose specific projects for Program Year 2014
- ❑ Determine funding areas for PY2014-2018



Participation Form:

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

Project Proposal Form:

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

Both forms can be found on the CDBG website (www.co.travis.tx/cdbg) and at any of the seven Travis County Community Centers and are available February 18, 2014 through March 31, 2014.

Forms can also be requested by calling 512-854-3460.



PROJECT PRIORITIZATION

Interests identified by Travis County Commissioners Court

Suggestions made by the public via public hearings and participation forms

Proposals submitted by non-profit agencies, County departments, or resident groups

List of possible projects identified

Feasibility of expenditures:
HUD national objectives, regulations, and eligible activities

Scoring Matrix
Meets Travis County's investment strategies
Meets CDBG 2014-18 priorities
Benefits low- to moderate-income residents
Project impact (# of families benefitting)
Leverages other funding
Project feasibility

PROJECTS SELECTED



Purpose

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

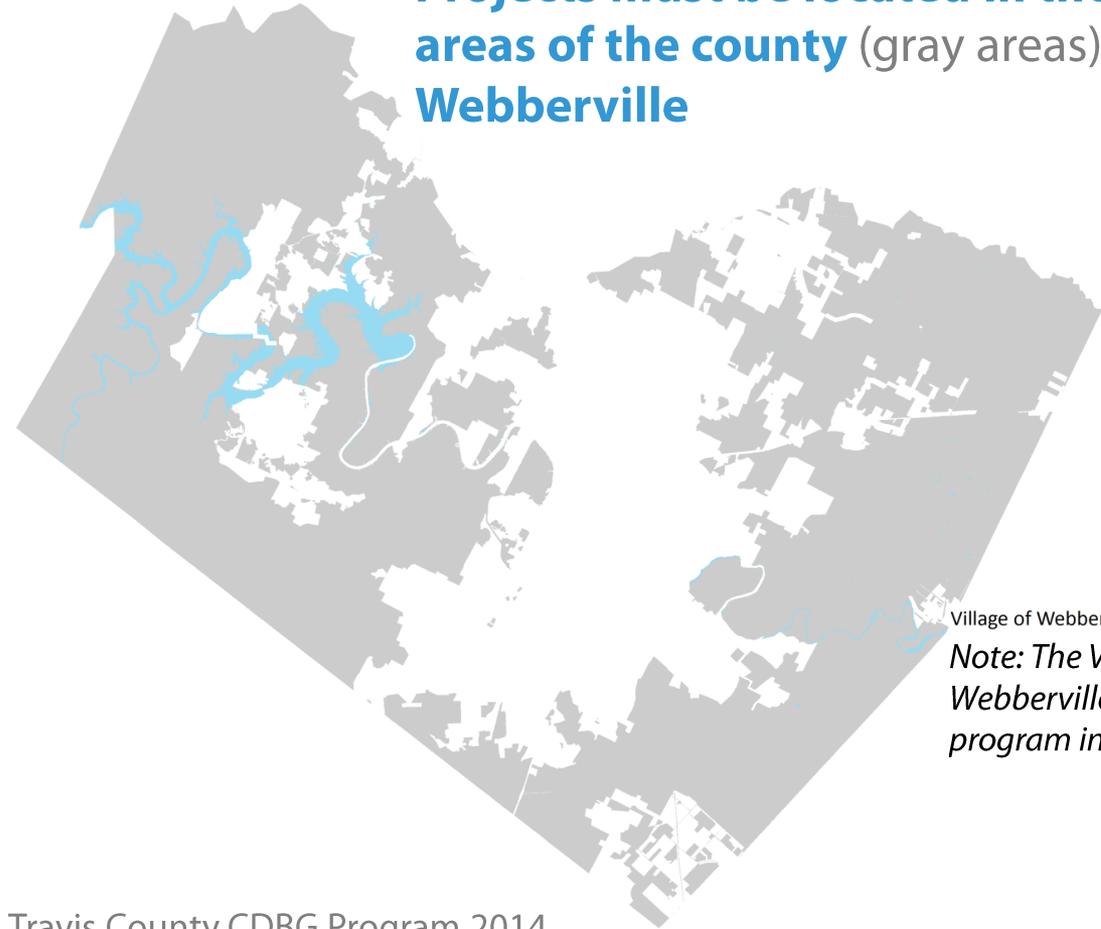
Who Benefits?

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



SERVICE AREA

Projects must be located in the unincorporated areas of the county (gray areas) or in the Village of Webberville



Village of Webberville
Note: The Village of Webberville joined the program in October 2012.



ELIGIBLE ACTIVITIES

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

PLANNING

HOUSING

PUBLIC SERVICES

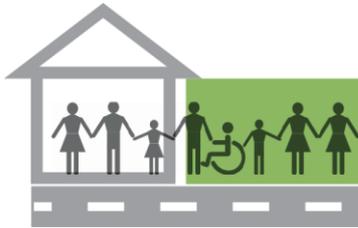
ECONOMIC DEVELOPMENT

REDEVELOPMENT



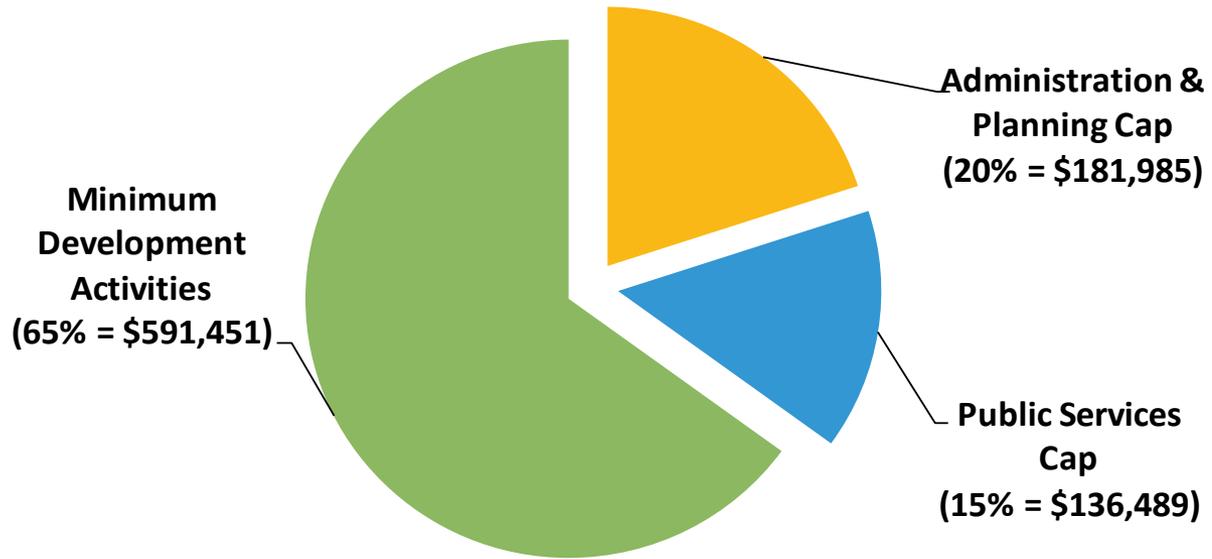
Generally, the following types of activities are ineligible:

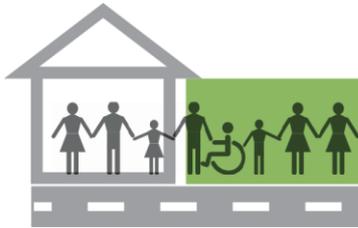
- ❑ Acquisition, construction, or reconstruction of buildings for the general conduct of government
- ❑ Construction of new housing by units of general local government
- ❑ Certain income payments
- ❑ Political activities



PY14 ESTIMATED GRANT: \$909,925

CDBG Activities





PROJECT HISTORY

Over the last 8 years, the CDBG program has funded:

LAND ACQUISITION

HOME REHABILITATION

STREET IMPROVEMENTS

PLANNING AND
ADMINISTRATION

HOMEBUYER ASSISTANCE

WATER IMPROVEMENTS
AND CONNECTIONS

SOCIAL WORK PROGRAM
EXPANSIONS

FAIR HOUSING
COUNSELING



NEXT STEPS

FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST
SIX (6) Public Hearings seeking input on community needs and uses of funds	Solicitation of Project Ideas (deadline for submission of project proposals: March 31 st)	TCCC approves Strategic Direction and evaluation of Project Ideas		TCCC Approves Projects for PY14	Two (2) Public Hearings	Final approval of Consolidated Plan and Action Plan by TCCC and Submission to HUD by August 15th
				30-day Comment Period to comment on proposed CDBG uses		



Website: www.co.travis.tx.us/CDBG

Contact Person: Christy Moffett, LMSW, CDBG Manager

E-mail: Christy.Moffett@co.travis.tx.us

Phone: 512-854-3460

Fax: 512-854-7140

Address: P.O. Box 1748 Austin, Texas, 78767



Travis County Commissioners Court Agenda Request

Meeting Date: February 18, 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 and updates on the following from Central Health:

- A. Introduction of George Miller, the new Community Care CEO
- B. Presentation of Brenda Coleman-Beattie, Board of Managers Chairperson
- C. Update on 1115 Waiver Transformation in Healthcare

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

See attached.

STAFF RECOMMENDATIONS:

See attachments

ISSUES AND OPPORTUNITIES:

See attachments

FISCAL IMPACT AND SOURCE OF FUNDING:

No fiscal impact

REQUIRED AUTHORIZATIONS:

Mary Etta Gerhardt, Assistant County Attorney
Beth Devery, 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.

GEORGE N. MILLER JR., M.H.S.A.

Okmulgee, OK • millergn@gmail.com • <http://www.linkedin.com/in/millergn> • 937-206-4716

SENIOR HEALTHCARE EXECUTIVE

STRATEGIC THINKER • OPERATIONS MANAGEMENT • PATIENT CARE
NATIONALLY RECOGNIZED HEALTHCARE EXECUTIVE DRIVES BUSINESS & QUALITY INITIATIVES.

Experienced strategic and performance-focused Executive with over 22 years of energetic leadership in Healthcare operations and Physician engagement. **Expert in turnaround operations**, transforming finances and operations to profitability while delivering nationally recognized quality for acute, LTC, FQHC, LTAC, and Rehab healthcare.

Motivational leader known for clearly defining mission and goals, aligning human resources and the right resources, and consistently delivering results that exceed expectations.

Appointed by the Administration to the Medicare Payment Advisory Commission (**MedPAC**) for the United States

PROFESSIONAL EXPERIENCE

CommUnityCare Health Clinics

2013 to present

Largest provider of comprehensive, quality acute care services in adult, children, women, behavior and dental services to Austin/Travis County, TX, to the general public, low and moderate income and safety net patients in 22 soon to be 23 locations.

CHIEF EXECUTIVE OFFICER – CommUnityCare Health Centers (FQHC) Austin, TX. 2013 to present, 22 soon to be 23 locations, 550 employees, 70,000 patients, \$60M in revenues.

The Executive Leader responsible for all leadership, vision, strategy, financial results, and quality results for the Medical Enterprise.

QHR (Quorum Health Resources) – Healthcare management company

2011 to 2013

Serve as one of the Site Chief Executive Officer (CEO) of the more than 450 healthcare clients in the US.

CHIEF EXECUTIVE OFFICER - Okmulgee Memorial Hospital (OMH), Okmulgee, OK 2012 to present
66 bed rural nonprofit hospital. 225 employees, \$40M revenues.

Hired to financially transform/turnaround hospital that has lost money for years, recruited new physicians, and initiated new product lines, wound care and hyperbaric chamber, woman services, sleep studies.

- **Initiated Catch The Spirit program to improve patient satisfaction**
 - Recruited new Orthopedic Surgeon to bring full time orthopedic services, recruited new Urology Surgeon Group to Okmulgee urology services and recruited 2 new PCP to serve the Okmulgee community.
 - Developed new profitable outpatient services to improve revenue to OMH to include Wound Care and Hyperbaric Chamber Services, women services, sleep studies, respiratory and pulmonary rehab services.
 - Improve HCACPS scores and CORE Measures by 30% and 25% respectively.
 - Have achieved financial turnaround, OMH is now profitable within 12 months of tenure.
-

First Diversity Healthcare Group, (FDHG)/First Diversity Management Group, Springfield, OH 2008 to 2012

FDHG a full service, diverse, bilingual, minority owned organization that provides comprehensive operational solutions to healthcare and senior care facilities with exceptional consulting service. Working closely with the administration/HR of clients, FDMG properly trains/lead workforce by adhering to principles and vision of the client.

PRESIDENT & CEO

The Executive Leader responsible for all leadership, vision, strategy, financial results, and quality results for each client. Develops and maintains the relationships in the communities of clients, by working directly with the executive leadership team, Board of directors, Advisory Boards, and residents. Directs operational, growth, and strategic oversight of professional and support services for clients to include acute care hospitals, LTC, FQHC, and LTAC.

Drives improved business process, performance, productivity and financial results:

- Assesses client needs and develops consulting and knowledge solutions leading to a **100% satisfaction rating by client.**
- Successfully delivered project including testing, screening, interviewing, selecting, and hiring 400 new environmental services and dietary workers for Healthcare Client within 3 weeks. Satisfied Client expanded scope to hire additional 185.
- Restructured a Sitters Program for client. Hired staff at a savings of 25% of payroll. Developed specific educational and training programs to meet the needs of this critical service. **2 staff members saved the lives of 2 patients who would have committed suicide.**

REGIONAL PRESIDENT & CEO - Community Mercy Health Partners - Springfield, OH 2006 to 2008
SENIOR VICE PRESIDENT - Catholic Health Partners (CHP), Cincinnati, OH

Catholic Health Partners (CHP) is a mission-driven, nonprofit health system meeting the healthcare needs of people in Ohio, Tennessee, Kentucky and Pennsylvania. CHP operates acute care hospitals, senior care facilities, housing sites for the elderly, home health agencies, hospice programs, wellness centers and other healthcare organizations. CHP is largest healthcare system in Ohio; it is a \$3.5B integrated healthcare delivery system with 25,000 FTS with 9 regions in 4 divisions.

Community Mercy Health Partners (CMHP) region includes 15 ministries totaling \$750 Million in annual revenues and 3,000 FTEs. Hired with full responsibility for governance, vision, strategy, financial results, quality results, community leadership in alignment with CMH-CHP strategic aims and mission. Also hired to turnaround struggling inner city hospital and to build a new replacement hospital.

Initiatives included:

- Led development of new Strategic Plan, vision, and organizational structure to support the Plan.
- Initiated physician alignment strategies including clinical co-management, and evaluation of ACO potential.
- Developed JV opportunities with Physicians in Cardiology, Urology and Gastrology.
- Initiated Studer “Journey to Excellence” to improve customer satisfaction.
- Converted Children’s Health clinic to first FQHC in Clark County, Ohio.
- Developed comprehensive plan for technology including the market’s first da Vinci Robot.

Drove successful results:

- Successfully facilitated the merger of 5 contract physicians groups into 1.
- Consolidated 2 medical staffs into 1 and major services from 2 campuses to 1.
- Earned the Premier Care Source “**National Quality Award**” **2 years in a row.**
- **Successfully delivered a state-of-the-art \$250M, 600,000 square foot replacement hospital under-budget and 6 months ahead of schedule.**
- Reduced quality defects by 28%.
- Oversaw the designed and building project of new 250 bed state of the art hospital.

PRESIDENT/CEO - Provena St. Mary’s Hospital (PSMH), Kankakee, IL
Executive Leadership Team - Provena Health, Mokena, IL

2001 to 2006

Provena Health is a Catholic integrated health system with \$1.5 B in revenues, 12,000 FTEs, includes six hospitals, 16 LTC and senior residential facilities, 28 clinics, five home health agencies and other health-related activities operating in Illinois and Indiana.

PSMH is a 211 bed Level II Trauma, Inner-City nonprofit hospital annually revenues of \$347 million and 1200 employees. Hired to drive financial initiatives and restore on-budget performance. Created new management structure, facilitated culture change, improved accountability in clinical, support, and administration. Implemented new comprehensive guest services initiatives including in room dining, concierge services, and service excellence.

- Earned “**Top 100 Hospital Leadership Award**” by Solucient.
- Earned J. D. Powers and Associates “**Hospital of Distinction Award**”.
- Increased Physician satisfaction from 60% to 92%.
- Raised patient satisfaction from 40% to 97%, Market share grew from 27% to 39%.
- Converted Community Health Clinic to FQHC first in Kankakee County, IL.
- Implemented Studer framework to improve employee and patient satisfaction. **Achieved the highest employee satisfaction, patient satisfaction and physician satisfaction in System.**
- Developed physician joint-venture programs in Imaging, Endoscopies, and Orthopedics.
- Established the “Quality Agenda”, an internal evaluation to define the gap between existing performance and performance of a national “best” organization. Created a quality dashboard.

CHIEF EXECUTIVE OFFICER - CHRISTUS Jasper Memorial Hospital, Jasper, TX 1995 to 2001
 95 bed rural nonprofit hospital. 300 employees, \$40M revenues.

Hired to financially transform hospital, recruited new physicians, and initiated new product lines of behavioral health, rehabilitation services, and Geri-physic services. Negotiated and signed contract with Texas Department of Criminal Justice (TDCJ) to manage the healthcare of 2 correctional facilities in Jasper, TX. Elected Chairman of the Board of the Newton FQHC.

- **Successfully drove turnaround of \$2M within 24 months.**
- Repaid \$850K bank loan in 10 months. Eliminated Jasper County Hospital taxes.
- **Increased cash reserves from \$0 to \$2.5M**
- Restructured staff from 300 to 229. Increased ADC from 12 to 40.
- **Awarded “100 Top Hospitals Benchmark for Success” in 1997.**
- Won Press Ganey “Compass” award, **best in nation under 150 beds** in Patient Satisfaction 2001 and 2002.

Pecos County Memorial ospital Hospital- Rural County Owned, Fort Stockton, TX 1993
 to 1995
 57 beds, 190 employees, \$20M revenues.

Pecos County General Hospital-Rural County Owned, Iraan, TX
 11 beds, 60 employees, \$4M revenues.

CHIEF EXECUTIVE OFFICER - Hired to rescue rural nonprofit, 2-hospital system in financial turmoil.

- **Successfully returned to profitability. Improved operating margin from -2.1 % to 3.4%.**
- Started 2 Rural Health Clinics. Recruited 3 new physicians and 3 PA’s.
- Negotiated \$3.5M Texas Department of Criminal Justice managed care contract for 2 correctional facilities.
- Negotiated and signed first VA Managed Care contract in the US to provide primary care to veterans.

Twin Oaks Medical Center -Inner City Urban For Profit Hospital, Fort Worth, TX 1991 to 1993
CEO/ CFO

Newport News General Hospital - Inner City Urban, Non-Profit, Newport News, VA 1982 to 1991
CEO (1989 to 1991); **ASSOCIATE ADMINISTRATOR/CFO** (1982 to 1989)

Community Federal Savings & Loan, Newport News, VA 1973 to 1982
President/CEO (1973 to 1989)

TEACHING

Adjunct Professor, Master's Program, Health Services Administration, Central Michigan University, 1998 to Present

EDUCATION

Masters of Science Healthcare Services Administration, Central Michigan University, Mount Pleasant, MI
Bachelor of Science, Business Administration, Bowling Green State University, Bowling Green, OH

PROFESSIONAL AFFILIATIONS

Member, Board of Commissioners, Medicare Payment Advisory Committee, (MedPAC) 2008-Present
President, National Rural Health Association, (NRHA), 2007; Member, Board of Directors, NRHA, 2001-2008
Member, Board of Trustees, American Hospital Association, (AHA), 2003 to 2006
Member, Board of Commissioners, The Joint Commission, (TJC-JCAHO), 2000 to 2003
Chairman, East Texas FQHC, Newton, TX, 1997-2000
Founder, Rocking House FQHC, Springfield, OH 2007

OFFICES, BOARD OF DIRECTORS

American College of Health Care Executives, 1995-Present

American College of Health Care Executives, East Texas Advisory Board 2000-2001

American College of Health Care Executives, East Illinois Advisory Board 2004-2006

American Hospital Association, Special Task Force on Essential Access Task Force, 1999

American Hospital Association, Special Task Force on Coverage & Access, 2001

American Hospital Association, Small and Rural Governing Council, 2001-2003

American Hospital Association, Board of Directors, 2003-2006

American Hospital Association, Special Task Force on Understanding Ethnic & Racial Disparities 2007-Present

Illinois Hospital Association, DSH Steering Committee, 2003-2006

Illinois Hospital Association, Advocacy Committee, 2003-2006

Medicare Payment Advisory Commission, Board of Commissioners, 2008-Present

National Rural Health Association, President, 2007

National Rural Health Association, Policy Development Congress, Chairman, 2002-2006

National Rural Health Association, Policy Development Congress, Vice-Chair, 1999-2002

National Rural Health Association, Annual Conference Planning Chairman, 1999-2001

National Rural Health Association, Governmental Affairs, Chairman, 1997-2002

National Association of Health Services Executives, 1997-Present

Texas Association of Rural Health Clinics, Board of Directors, 1995-1997

Texas Hospital Association, Board of Directors, 2000-2001

Texas Hospital Association, COPD, 1998-2001, Vice Chairman

Texas Hospital Association, Rural Council on Administration, Chairman, 2001

Texas Hospital Association, 4A Chairman, 1999-2000

Texas Organization of Rural and Community Hospitals, Board of Directors-1995-2000

Texas Organization of Rural and Community Hospitals, Government Affairs Chairman-1997-2000

Texas Rural Health Association, Board of Directors-1995-1997

The Joint Commission, Board of Commissioners.2002-2004

The Joint Commission, Accreditation Committee, 2002-2004

The Joint Commission, Nominating Committee, 2003-2004

The Joint Commission, Standards Review Committee, 2001-2003

The Joint Commission, Small and Rural Hospital Advisory Committee, 2000-2002.

PUBLICATIONS

“Technology Holds The Key to Fighting Obesity”, Published in Hospital Impact, August 2012”
http://www.hospitalimpact.org/index.php/2012/08/28/hospital_ceo_prevention_key_to_fighting

“Substance Abuse”; Published in Rural Roads, March 2007, Volume 5, No. 1.

“The Uninsured and Underinsured in America”; Published in Rural Roads, June 2007, Volume 5, No. 2.

“Woman Health Topics “Published in Rural Roads, September 2007, Volume 5, No. 3.

“Mental Health” Published in Rural Roads, December 2007, Volume 5, No. 4.

SPEECHES

“The Future Of Diversity On Healthcare In America.” Speech given to the American Association of Medical Imaging Management (AHRA), Orlando, FL, August 14, 2012

“The Future Of Diversity On Healthcare In America.” Speech given to the American Association of Medical Imaging Management (AHRA), Dallas, TX, August 16, 2011

“Coram Deo...Dawn of a New Day – Exploring the Feasibility and Opportunity for Pharmacists as Primary Care Providers.” Speech given to the American Society of Health-System Pharmacists (ASHP), New Orleans, LA, December 3, 2011

“The Future Of Diversity On Healthcare In America.” Speech given to the American Academy of Medical Administrators (AAMA), Scottsdale, AZ, November 16, 2011

“The Future Of Diversity On Healthcare In America.” Speech given to the American Academy of Medical Administrators (AAMA), Clearwater Beach, FL, November 18, 2010

“The Future of Rural Healthcare in America” Speech given to the Lincoln Memorial University-DeBusk College of Osteopathic Medicine, November, 2009.

“The Future of Rural Healthcare In America.” Speech given to Ocoee Regional Health Corporation Aug 21, 2009, Cleveland, TN

“EMR’s Will the Real Ones Please Stand Up?” Speech given to the Georgia Health Information Management Association, Savannah Harbor Golf Resort and Spa, Savannah, GA, August 6, 2009

“The Future of Rural Healthcare and the Celebration of Diversity” Speech given to the Holistic Approaches to Wellness Conference, Wyoming Life Resource Center, Lander, Wyoming, April 24, 2009.

"The Future of Rural Healthcare in America" Plenary Speech given to the National Rural Health Association 14th Annual Rural Minority & Multicultural Health Conference, Albuquerque, NM, December 10, 2008.

"The Future of Rural Healthcare in America" Plenary Speech given to the Rural Health Association of Tennessee, November 2008.

"The Future of Healthcare in America" Speech given to the Combined Graduate School Classes at Xavier University, Cincinnati, Ohio, October, 2008

"The Future of Rural Healthcare in America" Speech given to the University of Kansas Medical School, October 2008.

"The Future of Rural Health in America "Catch the Spirit" To Improve Customer Satisfaction" Speech given to the South Carolina Rural Health Association, Columbia, SC April, 24, 2008.

"The Future of Rural Health in America "Catch the Spirit" To Improve Customer Satisfaction" Speech given to the Nebraska Mid-America Hospital Alliance, Omaha, NE April, 18, 2008.

"The Future of Rural Health in America "Catch the Spirit" To Improve Customer Satisfaction" Speech given to the North Dakota Rural Health Association, Grand Forks, ND, April, 4, 2008.

"The Future of Rural Health in America "Catch the Spirit" To Improve Customer Satisfaction" Speech given to the Nebraska Academy of Family Physicians, DFW Airport, Dallas, TX, February 9, 2008.

"Taking Healthcare Information Exchange Further" Speech given to the HTP-INC. Kickoff Meeting, Columbus, OH, February 8, 2008.

"The Future of Rural Health in America "Catch the Spirit" To Improve Customer Satisfaction" Speech given to the Indiana Rural Health Association, Indiana Rural Health Public Policy Forum, Indianapolis, IN, January 22, 2008.

"The Future of Rural Healthcare in America" Speech given to the University of Louisville School of Medicine October 18, 2007.

"The Future of Rural Healthcare in America" Speech given to the Ohio Rural HIT Conference, Ohio University, Athens, OH September 17, 2007.

"The Future of Rural Healthcare in America" Speech given to the Nebraska Rural Health Association, Kearney, NE, September 6, 2007.

"The Future of Rural Healthcare in America" Speech given to the Texas Healthcare Trustees of THA, Annual Conference, Austin, TX, August 3, 2007

"The Future of Rural Healthcare in America" Speech given to the Texas Rural Health Association Annual Conference, Austin, TX, August 2, 2007.

"Catch The Spirit, Key Words at Key Times to Improve Customer Satisfaction" Speech given to Methodist South Hospital, Memphis, TN, June 6, 2007.

"The Future of Rural Health Care in America" Key Note Address given at the 2007 Annual Conference of the National Rural Health Association, Anchorage, Alaska, April 2007

"Catch the Spirit" speech on Customer Service given to South Carolina Rural Health Association April 2007

"Key Words At Key Times To Improve Customer Satisfaction", Speech given to the 81st Annual Conference of the West Virginia Public Health Association, September, 2005.

“The Power of Nursing in the Care and Healing of Patients” Speech given to Kankakee Community College Nursing Program Graduation Ceremony, Kankakee, IL, July 21, 2005.

“Key Words At Key Times To Improve Customer Satisfaction”, Speech given to Quant Studer’s Annual Conference What’s Right in HealthCare, Chicago, IL, June, 2005.

“Leadership in Healthcare” Speech given to the Vest Virginia State Health Education Council, 25th Annual Conference, Canaan Valley, WV, April, 26, 2004.

“The Future of Rural Health Care in the Age of the New Mature Consumer” Speech given at the 2002 Annual Conference of the West Virginia Rural Health Association, Charleston, WV, October, 2002.

“Organizational Change And Communication” Speech given to Texas A & M University Graduate Health Policy Class, College Station, TX, October 31, 2001

Testified on behalf of Small and Rural Hospitals on the effects of Balance Budget Act of 1997 (BBA) and BBRA to Congress and at the White House

AWARDS

Community Mercy Health Partners - Premier Care Science top 1% of the Hospital in America, April 2008

Community Mercy Health Partners - Premier Care Science top 1% of the Hospital in America, 2006

Provena St. Mary’s Hospital selected as Solucient’s Top 100 Hospitals, April 2005

Provena St. Mary’s Hospital selected by the America Hospital Association’s Social and Basic Needs Award for Making Communities Healthier for “The Caring Tree”,

CHRISTUS Jasper Memorial Hospital-Press Ganey Campus Award Improvement in Customer Satisfaction, June 2000.

CHRISTUS Jasper Memorial Hospital selected as Solucient’s Top 100 Hospitals, May, 2000.

CHRISTUS Jasper Memorial-Press Ganey Campus Award for Improvement in Customer Satisfaction, 6/1999.

NATIONAL HEALTHCARE POLICY AND RESEARCH

Appointed by President Bush’s Administration in 2008 and reappointed by President Obama Administration as a Commissioner on the Medicare Payment Advisory Commission (MedPAC).

The Medicare Payment Advisory Commission (MedPAC) is an independent Congressional agency established by the Balanced Budget Act of 1997 (P.L. 105-33) to advise the U.S. Congress on issues affecting the Medicare program. The Commission’s statutory mandate is quite broad: In addition to advising the Congress on payments to private health plans participating in Medicare and providers in Medicare’s traditional fee-for-service program, MedPAC is also tasked with analyzing access to care, quality of care, and other issues affecting Medicare.

The Commission’s 17 members bring diverse expertise in the financing and delivery of health care services. Commissioners are appointed to three-year terms (subject to renewal) by the Comptroller General and serve part time. Appointments are staggered; the terms of five or six Commissioners expire each year. For more information on the commissioner appointment process, please click [here](#). The Commission is

supported by an executive director and a staff of analysts, who typically have backgrounds in economics, health policy, public health, or medicine.

MedPAC meets publicly to discuss policy issues and formulate its recommendations to the Congress. In the course of these meetings, Commissioners consider the results of staff research, presentations by policy experts, and comments from interested parties. (Meeting transcripts are available on this website.) Commission members and staff also seek input on Medicare issues through frequent meetings with individuals interested in the program, including staff from congressional committees and the Centers for Medicare & Medicaid Services (CMS), health care researchers, health care providers, and beneficiary advocates.

Two reports -- issued in March and June each year -- are the primary outlet for Commission recommendations. In addition to these reports and others on subjects requested by the Congress, MedPAC advises the Congress through other avenues, including comments on reports and proposed regulations issued by the Secretary of the Department of Health and Human Services, testimony, and briefings for congressional staff.

Reports: The primary outlet for the Commission's recommendations consists of two reports, published in March and June of each year. The Commission also publishes additional reports on a variety of subjects.

Data Book: A yearly chart book that provides statistics for a range of Medicare topics.

Congressional testimony: MedPAC testimony before the Congress on Medicare issues.

Contractor reports: Reports produced for the Commission by outside authors.

Comment letters: The Commission submits formal comments on regulations issued by the Secretary of the Department of Health and Human Services, as well as on reports to the Congress about Medicare payment policy.

Medicare Basics and Payment Basics: Brief overviews of key topics (Medicare Basics) and the individual payment systems (Payment Basics).



CENTRAL HEALTH

Brenda Coleman-Beattie

Board of Managers Chairperson



Brenda Coleman-Beattie is the CEO and Principal Strategy Consultant with 2Thrive4, a strategy consulting company that provides services for private and public sector organizations and individuals. Additionally, she is a national behavioral health care consultant including a ten-year consultancy to the John D. and Catherine T. MacArthur Foundation Network on Mental Health Policy Research and a co-author of several publications. As a member of a national evaluation team, she was an evaluator for the Austin, Texas based Hogg Foundation for Mental Health Collaborative Care Grant Initiative and a contributor to their publication *Connecting Body & Mind A Resource Guide to Integrated Healthcare in Texas and the United States*. She has served as an executive in various organizations locally and throughout the country in the capacity of CEO, COO, and CFO.

Ms. Coleman-Beattie maintains a distinctive record of public service. She was appointed by Central Health to serve on the Austin Travis County Integral Care (ATCIC) Board of Trustees in January 2011. In that capacity, she serves as chair of the ATCIC Planning and Operations Committee and as a liaison to the New Milestones Foundation. In addition, she serves as vice chair of the University of Texas at Austin School of Social Work Advisory Council.

She served on the Texas Council for Developmental Disabilities as a gubernatorial appointee for ten years serving as board chair from 2008 to 2011 and chair of the project development committee from 2006 to 2008. Additionally, she has served as a member of the boards for the Breast Cancer Resource Centers of Texas and The Austin Project. She has also served in leadership positions with the Austin National Alliance on Mental Illness and the Central Texas African American Family Support Conference.

The Travis County Commissioners Court appointed Ms. Coleman-Beattie to a four-year term on the Board of Managers in January of 2011.

TRANSFORMING HEALTH CARE IN CENTRAL TEXAS

Tracking Progress Since Passage of Proposition 1



CENTRAL HEALTH

Travis County Commissioners Court
February 18, 2014

Patricia A. Young Brown, President & CEO



1115 Waiver and Central Health

- Central Health
 - *Guides* transformation as RHP7 Anchor
 - *Supports* transformation as an IGT Entity
 - *Achieves* transformation through the Community Care Collaborative (CCC)
- 1115 Waiver is an opportunity to improve our health care system through Delivery System Reform Incentive Payments (DSRIP) projects



RHP7

- Six Counties within RHP7:

- Travis, Bastrop, Caldwell, Fayette, Hays, & Lee



- Region has proposed 77 projects
- Total value: Over \$700m
- Most recent program year: \$129m of local & federal funds to providers



Travis County

Performing Provider	# DSRIP Projects	IGT entity (source of local match)
St David's	1 pending	Central Health
City of Austin HHSD	6 (+4 pending)	City of Austin
Dell Children's	3 (+1 pending)	Central Health; AISD
UMC Brackenridge	14 (+1 pending)	Central Health
ATCIC	9 (+3 pending)	ATCIC
Community Care Collaborative	13 (+2 pending)	Central Health
<i>TOTAL</i>	<i>57</i>	



Travis County

- 57 projects total (includes 12 recently submitted & not yet approved)
- Focus on
 - Behavioral Health
 - Chronic Disease Management
 - Expansion of Care
- Value to Travis County: \$606m dollars
- Central Health provides IGT for St. David's, Dell Children's, University Medical Center Brackenridge, Community Care Collaborative



WHAT IS THE COMMUNITY'S RETURN ON INVESTMENT?

PASSAGE OF PROPOSITION 1

LOCAL TAX DOLLARS
FY14 NEW LOCAL TAX DOLLARS \$59M
+
FEDERAL MATCH

33
TRANSFORMATION PROJECTS: \$442M
LOCAL DOLLARS + FEDERAL MATCH THROUGH 2016

15 UMCB PROJECTS
\$166.5M

15 CCC PROJECTS
\$240M

3 Dell CHILDREN'S PROJECTS
\$35.6M

DELL MEDICAL SCHOOL SUPPORT

INVESTMENT IN INTEGRATED DELIVERY SYSTEM
COMMUNITY CARE COLLABORATIVE



Community Care Collaborative

- 15 DSRIP Projects (2 awaiting approval)
- \$240m total value over life of waiver
- Expanding primary, dental, specialty care
- Innovative and Transformative projects include:
 - Community Paramedic Project
 - Telepsychiatry
 - System-wide Patient Navigation
 - Disease Management Registry
 - Health Information Exchange
 - South East Health and Wellness Center
- Most recent waiver year:
 - 100% of milestones met
 - \$49.3m received (\$20m local)



14 CCC TRANSFORMATION PROJECTS

(original DY2 approved projects)



Community Care
COLLABORATIVE





14 CCC



Community Care
COLLABORATIVE

TRANSFORMATION PROJECTS

11 CARE DELIVERY
PROJECTS

3 INFRASTRUCTURE
PROJECTS



EXPAND SPECIALTY
CARE CAPACITY FOR
GASTROENTEROLOGY



INTEGRATED BEHAVIORAL
HEALTH INTERVENTION FOR



EXPAND SPECIALTY CARE
CAPACITY FOR PULMONOLOGY



DISEASE
MANAGEMENT
REGISTRY



TELEPSYCHIATRY
IN COMMUNITY
HEALTH CLINICS



PATIENT CENTERED
MEDICAL HOME MODEL



MULTIPLE
CHRONIC DISEASE
MANAGEMENT
MODEL



CCC - Additional Pending Projects

Implement a comprehensive patient navigation system

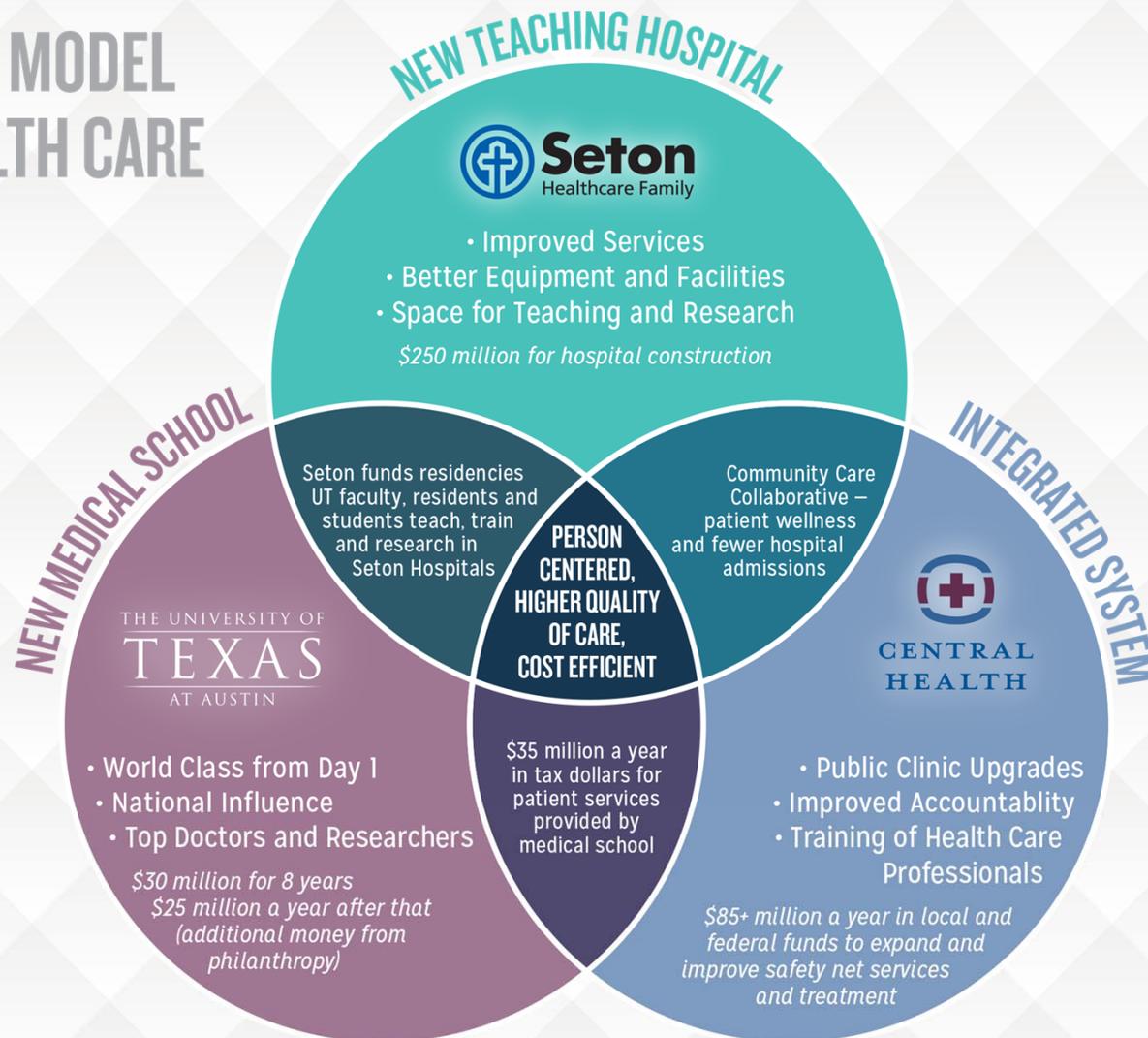
- CCC will oversee, coordinate and connect existing, expanded, and new patient navigation programs within the CCC provider network
- Will increase utilization of primary care services and reduce inappropriate ED utilization

Implement a Centering Pregnancy program

- CCC 3-year project to reduce low birth weight and preterm birth
- Evidence-based, multifaceted model of prenatal care that integrates three major components of care: health assessment, education and support
- Will focus on African-American community



A NEW MODEL OF HEALTH CARE





FIRST AIM: IMPROVED PATIENT EXPERIENCE

FROM TREATING THE DISEASE



TRANSFORMING



TO TREATING THE WHOLE PERSON



RESULTS IN

More patient engagement and
better health outcomes.



SECOND AIM: HIGHER QUALITY CARE

FROM PAPER HEALTH RECORDS



TRANSFORMING



TO ELECTRONIC HEALTH RECORDS

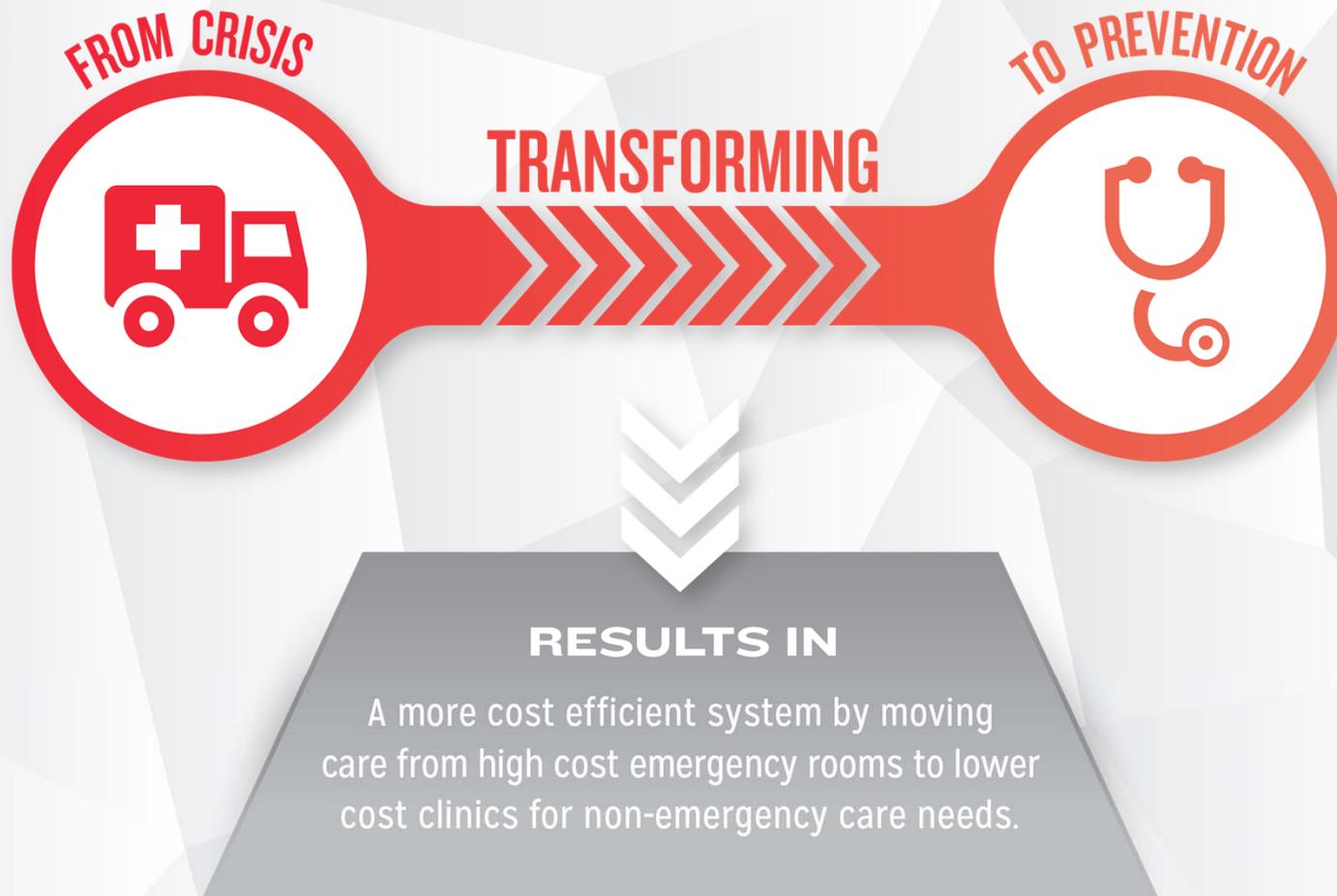


RESULTS IN

Higher quality of care because
real-time data is used to inform decisions.



THIRD AIM: COST EFFICIENCY





WHAT DOES PROGRESS LOOK LIKE?



RESULTS IN

A metrics-based system that supports the Triple Aim: Improved patient experience, higher quality of care, and increased cost efficiency.



WHAT DOES PROGRESS LOOK LIKE?

FROM FRAGMENTED CARE



TRANSFORMING



TO SEAMLESS CARE

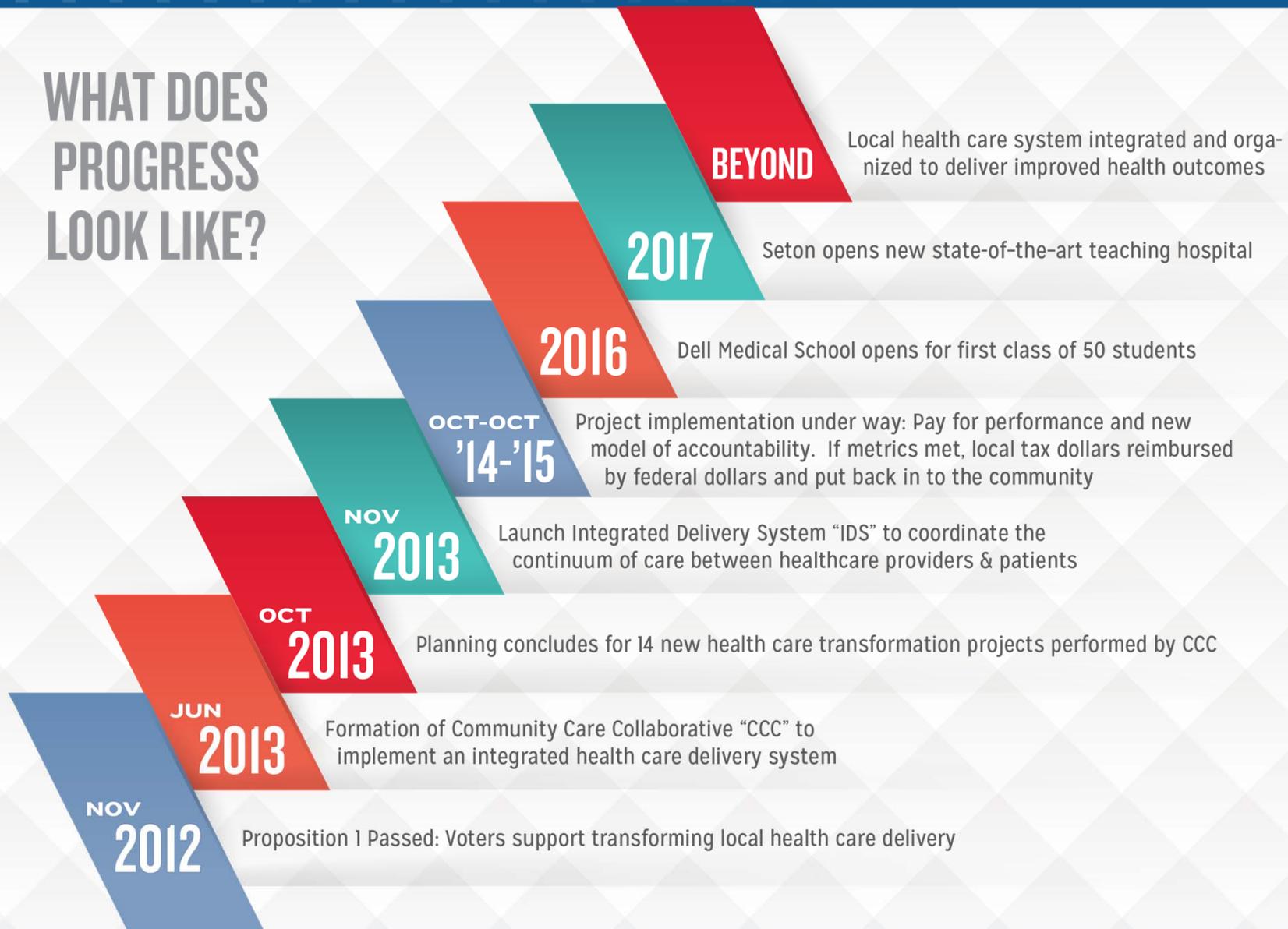


RESULTS IN

An integrated delivery system that provides better health care and health outcomes for the community.



WHAT DOES PROGRESS LOOK LIKE?





CENTRAL HEALTH

Healthy People. Strong Community.

Questions?



www.CentralHealth.net



Resolution

WHEREAS, Melinda Avey served Travis County citizens and voters over 33 years, joining the staff of the Tax Assessor-Collector, Voter Registration Division in 1981

WHEREAS, Melinda in her position as the Geographic Information System Coordinator performed her duties with a strong work ethic, loyalty, tireless dedication, compassion, a quiet professional demeanor, always accepting new responsibilities with grace and integrity

WHEREAS, throughout her tenure, Melinda successfully achieved (and survived) 165 elections, including 8 Presidential Elections, working collaboratively with over 200 election officials to assure that all voters in Travis County were assigned to the appropriate jurisdiction and issued accurate ballots each election

WHEREAS, Melinda served under 3 County Judges and 5 Tax Assessor-Collectors

WHEREAS, in 1981 the population in Travis County increased by 40% from 419,340 to 1.24 million. The number of registered voters increased by 41% to 623,850 and the number of election jurisdictions increased by 200%

WHEREAS, Melinda Avey is a recognized leader and has consistently demonstrated her successful efforts at Travis County that resulted in numerous accomplishments such as (but not limited to)

- Brought the development of maps and election jurisdiction boundary data to the 21st century through the innovation of a Geographic Information System.
- Built a successful, professional GIS team enhancing the work of both the Voter Registration Division and the Elections Division
- Worked tirelessly many nights and weekends in stressful conditions to assure that jurisdiction and voter data were accurately secured prior to the 1st day of early voting
- Developed an interface tool that exported street file data to the voter record saving thousands of manual work hours
- Consistently went above and beyond what was expected of her. Achieved the Certification of Election Registration Administration (CERA) status, the highest recognition in the elections profession and earned the Competent Leader award through the Toastmasters International leadership program
- Through all these efforts, Travis County is consistently and highly regarded for its contribution to GIS by election officials throughout Texas, other States and provinces

WHEREAS, after 33 years of devotion to providing the highest quality services to the voters of Travis County, Melinda Avey is retiring from county service and is beginning her new era of life

NOW, THEREFORE, BE IT RESOLVED THAT THE TRAVIS COUNTY COMMISSIONERS COURT TOGETHER WITH THE TAX ASSESSOR-COLLECTOR'S OFFICE DO HEREBY COMMEND AND MOST GRATEFULLY RECOGNIZE THE CONTRIBUTIONS OF **MELINDA AVEY** TO THE CITIZENS AND VOTERS OF TRAVIS COUNTY AND WISHES HER CONTINUED SUCCESS IN HER MUCH DESERVED ROAD TO RETIREMENT

SIGNED AND ENTERED THIS 11th DAY OF FEBRUARY, 2014.

SAMUEL T. BISCOE
COUNTY JUDGE

RON DAVIS
COMMISSIONER, PRECINCT 1

GERALD DAUGHERTY
COMMISSIONER, PRECINCT 3

BRUCE TODD
COMMISSIONER, PRECINCT 2

MARGARET J. GOMEZ
COMMISSIONER, PRECINCT 4



Travis County Commissioners Court Agenda Request

Meeting Date: February 18, 2014

Prepared By/Phone Number: Edith Moreida

Elected/Appointed Official/Dept. Head: Commissioner Margaret J. Gómez

Commissioners Court Sponsor: Commissioner Margaret J. Gómez

AGENDA LANGUAGE:

Approve Resolution designating February 16-22, 2014 as National LULAC Week.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

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

Travis County Commissioners Court



Resolution

- WHEREAS, 85 years ago, the founders of the League of United Latin American Citizens, better known as LULAC, joined together to establish an organization that would become the largest, oldest and most successful Hispanic civil rights and service organization in the United States; and,
- WHEREAS, since its inception on February 17, 1929 in Corpus Christi, Texas, LULAC has championed the cause of Hispanic Americans in education, employment, economic development and civil rights; and,
- WHEREAS, LULAC has developed a comprehensive set of nationwide programs fostering educational attainment, job training, housing, scholarships, citizenship, and voter registration; and,
- WHEREAS, LULAC members throughout the nation have developed a tremendous track record of success advancing the economic condition, educational attainment, political influence, health and civil rights of the population of the United States; and,
- WHEREAS, LULAC has adopted a legislative platform that promotes humanitarian relief for citizens and immigrants, increased educational opportunities for our youth, and equal treatment for all in the United States and its territories including the Commonwealth of Puerto Rico; and,
- WHEREAS, this year, the League of United Latin American Citizens will celebrate eighty-five years of community service to increase educational opportunities and improve the quality of life for Americans.

NOW, THEREFORE, BE IT RESOLVED, THE TRAVIS COUNTY COMMISSIONERS COURT DESIGNATES THE WEEK OF FEBRUARY 16-22, 2014 AS "NATIONAL LULAC WEEK" AND THAT THE RESIDENTS OF TRAVIS COUNTY ARE ASKED TO JOIN THE LULAC MEMBERSHIP IN OBSERVING THE ORGANIZATION'S EIGHTY FIVE YEARS OF SERVICE AND THE OUTSTANDING CONTRIBUTIONS LULAC HAS MADE TO OUR COUNTRY.

SIGNED, THIS 18TH DAY OF FEBRUARY 2014.

Samuel T. Biscoe
Travis County Judge

Ron Davis
Commissioner, Precinct 1

Bruce Todd
Commissioner, Precinct 2

Gerald Daughtery
Commissioner, Precinct 3

Margaret J. Gómez
Commissioner, Precinct 4



Travis County Commissioners Court Agenda Request

Meeting Date: February 18, 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

2/18/2014

AMENDMENTS

BA#	IO/WBS	FUND	COST CENTER	COMMITMENT	Dept.	Line Item	Increase	Decrease	Pg #
A1		0001	198000	580070	Reserves	CAR Reserves		\$65,000.00	1
		0001	138800	520130	Med.Examiner	Capital Outlay-Laboratory Equipment	\$65,000.00		
A2		0001	198000	580010	Reserves	Allocated Reserves		\$75,000.00	5
	601002	0001	119001	510200	County Attorney	Office Equipment	\$500.00		
	601002	0001	119001	512090	County Attorney	Travel-Lodging Meals & Other	\$19,000.00		
	601002	0001	119001	512100	County Attorney	Travel - Mileage	\$500.00		
	601002	0001	119001	514130	County Attorney	Court Transcripts	\$15,000.00		
	601002	0001	119001	514140	County Attorney	Expert Witness Testimony Expense	40,000.00		

PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS



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

February 10, 2014

To: Commissioners Court

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

A handwritten signature in blue ink, appearing to read "Katie Petersen", is written over the name in the "From:" line.

Re: Request to use Earmark for Headspace Autosampler/Gas Chromatograph in Medical Examiner's Office

The FY 2014 Adopted Budget includes a \$70,000 earmark placed on the Capital Acquisition Resources (CAR) reserve for a piece of toxicology lab equipment called a Headspace Autosampler/Gas Chromatograph in the Medical Examiner's Office. PBO recommended this item as an earmark in an attempt to defer the cost until FY 2015 but made funding available in FY 2014 if the equipment currently in use was failing. The ME reports that the current equipment is not adequately keeping up with demand and affecting turnaround times to the extent that outside entities are criticizing the office's timelines. The Office states that replacement of the equipment is needed as soon as possible and will result in productivity gains. Please see attached memo from the Office for additional information.

PBO recommends approval of this transfer. The Medical Examiner's Office is requesting \$65,000 of the \$70,000 earmark. PBO also recommends removing the remaining \$5,000 earmark to use for other purposes, if needed.

CC: Danny Hobby, County Executive for Emergency Services,
Dr. David Dolinak, Chief Medical Examiner,
Sarah Scott, TCMEO,
Darlene Dunn, TCMEO,
Leslie Browder, PBO
Jessica Rio, PBO
Travis Gatlin, PBO
Diana Ramirez, PBO



**TRAVIS COUNTY OFFICE
OF THE MEDICAL EXAMINER**

1213 Sabine Street PO Box 1748 Austin, TX 78767
Tel: (512) 854-9599 Fax: (512) 854-9044
www.co.travis.tx.us/medical_examiner

DAVID DOLINAK, MD
Diplomate of American Board of Pathology
CHIEF MEDICAL EXAMINER

SATISH CHUNDRU, DO
Diplomate of American Board of Pathology
DEPUTY CHIEF MEDICAL EXAMINER

KENDALL CROWNS, MD
Diplomate of American Board of Pathology
DEPUTY MEDICAL EXAMINER

LEISHA WOOD, MD
Diplomate of American Board of Pathology
DEPUTY MEDICAL EXAMINER

VICKIE WILLOUGHBY, DO
Diplomate of American Board of Pathology
DEPUTY MEDICAL EXAMINER

KATHERINE S. CALLAHAN, M.D.
Diplomate of American Board of Pathology
DEPUTY MEDICAL EXAMINER

MEMO TO: Leslie Browder
County Executive

Jessica Rio
Budget Director

FROM: Sarah Scott *SS*
Chief Administrative Officer
Travis County M.E.'s Office

VIA: Danny Hobby
County Executive
Emergency Services

David Dolinak, M.D. *(Dolinak)*
Chief Medical Examiner

IN RE: Critical Need at the Travis County Medical Examiner's Office

DATE: February 10, 2014

The Travis County Medical Examiner's Office is requesting \$65,000.00 from the CAR reserve to purchase the Headspace Autosampler/Gas Chromatograph for the Travis County Medical Examiner's Office's (TCMEO) Forensic Toxicology Laboratory. The equipment is described below.

Headspace Autosampler/Gas Chromatograph. The TCMEO requested that this item, costing \$65,000, be funded in the FY 2014 budget. As the office's caseload has steadily increased, the toxicologists have found the Headspace Autosampler/Gas Chromatograph to be an item that is of growing necessity. The outcome of TCMEO negotiations with PBO in FY 2014 was that the machine might be able to be funded later on in the budget year, possibly from unallocated reserves.

Leslie Browder
Jessica Rio
February 10, 2014

Rationale of Need. The Toxicology Laboratory is required to analyze ethanol (alcohol) and other volatile compounds in approximately 90% of our cases. The current toxicology instrumentation consists of two systems: one which is sixteen years old and the other which is eight years old. Unfortunately, the newer system is less reliable. One criticism leveled against the laboratory from outside entities is turn-around time. Both systems could be replaced with a single Headspace Autosampler/Gas Chromatograph and the laboratory would make significant productivity gains.

The TCMEO is finding that its caseload is growing at a rate slightly higher than anticipated. The recent increases in caseload tend to indicate that the caseload of the TCMEO will exceed projections made during budget planning for FY 2014.

To enable the Toxicology Laboratory to keep pace with the expanding caseload, productivity gains are needed. The Headspace Autosampler/Gas Chromatograph will result in significant Toxicology Laboratory productivity gains with no additional personnel and will also consolidate laboratory equipment.

cc: Brad Hall, Ph.D.
Katie Gipson
Darlene Dunn

Header Information for Entry Doc Number

400004980

Doc. Number 400004980 Doc. Status Preposted FM Area 1000
Budget. Cate. Payment Doc. Year 2014 Doc. Date Feb 10, 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
Creation Date Feb 12, 2014 Creation Time 12:43:51
Resp. Person Public Law
Legislation

Additional Data

Creator DUNND
Year Cohort
Creation Date Feb 12, 2014
Year Cohort
Creation Time 12:43:51
Resp. Person
Legislation

Header Text

TextName

Lines

Total Document 0 USD from CAR Reserves (earmark)

Line	Fund	Budget Period	Funds Center	Comm. Item	FuncArea Grant	Funded Program	Local Amount	Text Line
000001	0001		1980000000	580070	1120	NOT-RELEVANT NON-FUNDED-PROGRAM	-65,000	Headspace Autosampler/Gas Chromatograph
000002	0001		1388000001	520130	1310	NOT-RELEVANT NON-FUNDED-PROGRAM	65,000	Headspace Autosampler/Gas Chromatograph

~~_____~~ Ali n February 13, 2014



PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

700 Lavaca Street
Suite 1560
Austin, Texas 78701

MEMORANDUM

TO: Members of Commissioners Court
FROM: Victoria Ramirez, Budget Analyst *VR*
DATE: February 13, 2014
RE: County Attorney Request from Allocated Reserves for MERS Case Expenses

On March 5, 2013, the Commissioners Court authorized the County Attorney's Office to file suit against Mortgage Electronic Registration Systems, Inc. (MERS), a mortgage-recording firm that helps lenders avoid paying county recording fees. Travis County, along with several Texas urban counties and other interested parties, will prosecute the case in Nueces County. Midyear in Fiscal Year 2013, the Commissioners Court allocated one-time resources in the County Attorney's Office for 4.0 new FTEs to be dedicated to the suit. During the Fiscal Year 2014 budget development process, \$361,369 (\$354,587 in personnel and \$6,782 in operating) was added, again on a one-time basis, to the budget of the County Attorney's Office to continue to dedicate resources to this lawsuit. These FTEs will be reconsidered on an annual basis throughout the duration of the legal action.

The County Attorney's Office anticipates incurring additional operating expenditures of \$75,000 in Fiscal Year 2014 related to this lawsuit. This total includes \$40,000 in fees related to bringing in expert witnesses to testify in the case, \$19,500 in travel and mileage expenses to the venue in Nueces County, and \$15,500 in fees for court reporters, videographers, and other courtroom expenses as shown below.

Cost Center	Fund	Commitment Item	Amount
1980000000	0001	580010 Allocated Reserves	(\$75,000)
1190010001	0001	514140 Expert Witness Testimony	\$40,000
1190010001	0001	512090 Travel - Lodging, Meals, and Other	\$19,000
1190010001	0001	514130 Court Transcripts	\$15,000
1190010001	0001	512100 Travel - Mileage	\$500
1190010001	0001	510200 Office Equipment	\$500

The County Attorney's Office has noted that in past cases of this nature, such as the lawsuit against two development companies to protect Hamilton Pool in 2007, Commissioners Court has allocated any needed resources to the department's budget prior to their incurring any expenses. Therefore, the County Attorney's Office has submitted a request to use \$75,000 from the General Fund Allocated Reserve to cover the requirements for this fiscal year. An internal order, IO 601002, has been created in the County's financial system to isolate and track those expenditures.

It would be very difficult for the County Attorney's Office to internally absorb these additional expenses within their Fiscal Year 2014 budget. Therefore, we recommend approval of the attached budget

amendment. Any funds not used by the end of Fiscal Year 2014 for this lawsuit will fall to fund balance. The Planning and Budget Office will work to determine if there will be any resources required for this legal action that will need to be addressed as a part of the Fiscal Year 2015 budget process.

cc: Leslie Browder, County Executive, Planning and Budget Office
David Escamilla, County Attorney
Steve Capelle, Attorney Deputy Chief Senior, County Attorney's Office
James Collins, Attorney Deputy Chief Senior, County Attorney's Office
Jessica Rio, Budget Director, Planning and Budget Office
Travis Gatlin, Assistant Budget Director, Planning and Budget Office
Diana Ramirez, Assistant Budget Director, Planning and Budget Office
Sherine Thomas, Litigation Division Director, County Attorney's Office
Amanda Valdes, Legal Services Program Manager, County Attorney's Office

Header Information for Entry Doc Number

400005005

Doc. Number 400005005 Doc. Status Preposted FM Area 1000
 Budget. Cate. Payment Doc. Year 2014 Doc. Date Feb 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. BWB Doc. Family
 Creator VALDESA Creation Date Feb 13, 2014 Creation Time 14:56:54
 Resp. Person Year Cohort Public Law
 Legislation

Additional Data

Header Text

TextName

Lines

Total Document 0 75,000 USD from Allocated Reserves to Co. atten for MERS expenses.

Line	Fund	Budget Period	Funds Center	Comm. Item	FuncArea Grant	Funded Program	Local Amount	Text Line
000001	0001		1980000000	580010	1120 NOT-RELEVANT	NON-FUNDED-PROGRAM	-75,000	For MERS litigation appd by CCrt (trial in CC)
000002	0001		1190010001	510200	1220 NOT-RELEVANT	601002	500	Supplies
000003	0001		1190010001	512090	1220 NOT-RELEVANT	601002	19,000	Travel, Meals, Lodging
000004	0001		1190010001	512100	1220 NOT-RELEVANT	601002	500	Mileage
000005	0001		1190010001	514130	1220 NOT-RELEVANT	601002	15,000	Court Reporters/Videographers
000006	0001		1190010001	514140	1220 NOT-RELEVANT	601002	40,000	Expert Witness fees

De - February 13, 2014

7

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
(15,000.00)	HRMD	1/28/14	ADA Program Funding
(22,100.00)	TNR	1/28/14	CAPCOG
20,293.84	Allocated Reserve	1/28/14	Liquidated Purchase Orders-Variou Depts
8,602.20	Allocated Reserve	1/29/14	Liquidated Purchase Orders-Variou Depts
(20,086.00)	Sheriff's Office	2/4/14	TCSO Deputy for County Court-at-Law #6
(38,883.16)	Probate Court	2/11/14	Family Eldercare Guardianship Contract
1,199.35	Allocated Reserve	2/11/14	Liquidated Purchase Orders-Variou Depts
10,201,628.11	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
(\$10,000)	Human Resources - ADA Program Funding
(\$19,600)	Pretrial Services - Electronic Monitoring Services
(\$1,536,049)	Total Possible Future Expenses (Earmarks)
\$8,665,579	Remaining Allocated Reserve Balance After Possible Future Expenditures

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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
(61,707)	ITS	2/4/14	EOB Renovations
(34,800)	Emergency Services	2/11/14	Starflight Maintenance
1,959,714 Current Reserve Balance			

Possible Future Expenses Against CAR Reserves Previously Identified:

Amount	Explanation
(\$500,000)	Transportation and Natural Resources - Road Materials
(\$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
(\$20,200)	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
(\$1,274,546)	Total Possible Future Expenses (Earmarks)
\$685,168	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 (406,090.00)	HHSVS	12/3/13	Beginning Balance 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 (322,172.00) (500,000.00)	HHSVS HHSVS	12/17/13 1/21/14	Beginning Balance Collaborative Afterschool Program 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			

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Travis County Commissioners Court Agenda Request

Meeting Date: 02/18/2014, 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 Grant application to the Office of the Governor, Criminal Justice Division for a grant entitled Streamlining Assessment Practices to Improve Youth Substance Abuse Outcomes in the Juvenile Probation Department;
- B. Annual application to the Office of the Governor, Criminal Justice Division, for an Enhancing Services for Victims of Crime grant in the Juvenile Probation Department;
- C. Annual application to the Office of the Governor, Criminal Justice Division, for the Drug Court and In-Home Family Services grant in the Juvenile Probation Department; and
- D. Annual application to the Office of the Governor, Criminal Justice Division, for the Trauma Informed Assessment and Response grant in the Juvenile Probation Department.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Item A is a new program to purchase evidence based assessment instruments and follow-up tools as well as provide additional training for staff.

Items B,C,D are applications for renewals of existing grant programs.

STAFF RECOMMENDATIONS:

PBO recommends approval.

ISSUES AND OPPORTUNITIES:

Additional information is provided on the grant summary sheets.

FISCAL IMPACT AND SOURCE OF FUNDING:

Items B and C require grant matches, which are met through the allocation of existing departmental resources; no new funding is required.

REQUIRED AUTHORIZATIONS:

Planning and Budget Office
County Judge's Office

Leslie Browder
David Salazar

TRAVIS COUNTY

2/18/2014

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.

Application	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	145	Streamlining Assessment Practices to Improve Youth Substance Abuse Outcomes	09/01/2014 - 08/31/2015	\$82,123	\$0	\$0	\$0	\$82,123	0.00	R	MC	8
B	145	Enhancing Services for Victims of Crime	09/01/2014 - 08/31/2015	\$66,761	\$16,690	\$0	\$0	\$83,451	1.20	R	MC	29
C	145	Drug Court & In-Home Family Services	09/01/2014 - 08/31/2015	\$241,596	\$26,844	\$0	\$0	\$268,440	2.30	R	MC	52
D	145	Trauma Informed Assessment and Response Program	09/01/2014 - 08/31/2015	\$110,745	\$0	\$0	\$0	\$110,745	0.50	R	MC	79

PBO Notes:

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

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

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

**FY 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
124	Formula Grant-Indigent Defense Program	10/1/13 - 09/30/14	\$442,000	\$0	\$0	\$0	\$442,000	0.00	10/15/2013
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
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
137	Bystander Intervention Conference	10/01/2013 - 12/31/2014	\$37,450	\$0	\$0	\$0	\$37,450	0.00	1/28/2014
145	Juvenile Accountability Block Grant: Local Assessment Center	09/01/2014 - 08/31/2015	\$47,903	\$5,323	\$0	\$0	\$53,226	0.00	1/28/2014
147	Emergency Management Performance Grant	10/01/2013 - 09/30/2014	\$69,699	\$69,699	\$0	\$0	\$139,398	0.00	1/28/2014
124	Travis County Veterans' Court	09/01/2014 - 08/31/2015	\$184,020	\$0	\$0	\$0	\$184,020	2.00	2/11/2014
124	Indigent Defense System Evaluation Project	10/01/2014 - 09/30/2015	\$122,813	\$0	\$0	\$0	\$122,813	1.00	2/11/2014
149	Keep America Beautiful Park Bin program	03/15/14 - 12/30/14	\$44,897	\$0	\$0	\$0	\$44,897	0.00	2/11/2014
			\$1,188,486	\$75,022	\$43,451	\$56,000	\$1,362,959	6.00	

*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
137	TxDOT Impaired Driving Mobilization	01/13/2014 - 09/30/2014	\$20,100	\$7,033	\$0	\$0	\$27,133	0.00	1/28/2014

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
137	Edward Byrne Justice Assistane Grant	11/13/2013 - 09/30/2016	\$80,260	\$0	\$0	\$0	\$80,260	0.00	1/28/2014
149	Pace Bend Park -Tournament Point Boat Ramp*	09/30/2012 - 09/30/2015	\$111,075	\$0	\$37,025	\$0	\$148,100	0.00	1/28/2014
			\$7,123,126	\$630,742	\$71,664	\$0	\$7,825,532	36.12	

*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 Fund 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 Fund 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 Recovery 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			

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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:	Juvenile Probation	
Contact Person/Title:	Maya Duff/Grant Coordinator	
Phone Number:	512-854-7046	

Grant Title:	Streamlining Assessment Practices to Improve Youth Substance Use Outcomes		
Grant Period:	From: <input type="text" value="Sep 1, 2014"/>	To: <input 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:	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Operating:	\$ 80,355.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 80,355.00
Capital Equipment:	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Indirect Costs:	\$ 1,768.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 1,768.00
Totals:	\$ 82,123.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 82,123.00
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"/>	CS	
County Attorney	<input checked="" type="checkbox"/>	BW	

Performance Measures					
#	Measure	Actual FY 12 Measure	Actual FY 13 Measure	Projected FY 14 Measure	Projected FY 15 Measure
Applicable Departmental Measures					
1.	Number of program youth referred				2,196
2.	Number of program youth screened/assessed				1,905
3.	Number of program youth served				1,905
Measures for the Grant					
1.	Number of program youth completing program requirements				1,905
Outcome Impact Description		Number of youth assessed by the new screener.			
2.	Number of youth complying with an aftercare plan				0
Outcome Impact Description		No aftercare plan is involved with this grant.			
3.	Number of program youth exhibiting a decrease in substance use				0
Outcome Impact Description		This project is for assessment; no substance use decreases will be tracked.			
4.	Number of youth who offend or reoffend				416
Outcome Impact Description		Number of youth recidivating.			

PBO Recommendation:

The Juvenile Probation Department is seeking Commissioners Court approval for a grant application to the Office of the Governor, Criminal Justice Division for a new program, "Streamlining Assessment Practices to Improve Youth Substance Use Outcomes." With this project, the department will purchase evidence-based assessment instruments and follow-up tools and offer strategic training for staff members that will help firm up the departments' process of screening and referral for youth with potential substance use problems. The total grant is \$82,123, which includes a 2% indirect cost allocation of \$1,768.

The grant does not require a County Cash Match, and there are no long-term County funding requirements.

PBO recommends approval of this grant application.

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

Primarily, this project will allow for a streamlined assessment process. TCJPD will purchase a family of evidence-based assessment instruments, to include a screening instrument and a more comprehensive follow-up assessment tool. The follow-up assessment will be designed to build upon the screening instrument, thus creating a logical flow from screening to more comprehensive assessment. In doing so, the Department will enhance its current assessment infrastructure and strengthen the process of assessing youth for substance use problems and referring to the appropriate treatment and/or community based services.

Additionally, TCJPD will continue to offer Motivational Interviewing training to staff members. This training has been successfully conducted in the past; it is an effective form of communication that supports the process of change among youth with substance use issues. Like the enhanced assessment process, this training will improve the system of care at TCJPD

This grant enhances the current activities of the department; streamlining the assessment process will enhance the continuum of care. This will be a new program.

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.

No match is required.

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

2% indirect costs have 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 continuation funding for services through proposals submitted to the Federal and State government, as well as private foundations. As previously presented to the Court, the County will have the opportunity to consider investment in the staff positions as well as other areas of Special Services Division.

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

This grant enhances the current activities of the department; streamlining the assessment process will enhance the continuum of care. This will be a new 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 Travis County Commissioner's Court approved the community plan, entitled--"Travis County Community Plan for Coordination of Criminal Justice and Related Activities FY 2012 - FY 2015," on December 6, 2011. Nearly 30 Travis County government agencies including Travis County Juvenile Probation Department, school districts, and nonprofit organizations participated in developing the Community Plan. This project addresses priority C from the juvenile justice section. Priority C states: "Travis County is in need of services and programming for youth with mental health/co-occurring disorders and substance abuse problems."



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*
Estela P. Medina
Chief Juvenile Probation Officer

THROUGH: *Maya Duff*
Maya Duff
Grant Coordinator

SUBJECT: Grant Application to the Office of the Governor for Streamlining Assessment Practices to Improve Youth Substance Use Outcomes

DATE: February 4, 2014

Attached is Travis County Juvenile Probation Department's grant application to the Office of the Governor, Criminal Justice Division for funding to support a new program entitled "Streamlining Assessment Practices to Improve Youth Substance Use Outcomes." TCJPD is requesting \$82,123 to purchase a new family of assessment instruments and conduct staff training.

The goal of Streamlining Assessment Practices to Improve Youth Substance Use Outcomes is to enhance the system of care by streamlining the assessment process. Secondly, this program will train staff on using the new tools, as well as ways to enhance their communication with youth.

Please review this item and place it on the **February 18th** 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: Jennifer Kraber
Cynthia Sayles
Dr. Erin Foley
Dr. Daniel Hoard
Sylvia Mendoza
Israel Ramirez
Grant File

Print This Page

Agency Name: Travis County
Grant/App: 2760801 **Start Date:** 9/1/2014 **End Date:** 8/31/2014

Project Title: Streamlining Assessment Practices to Improve Youth Substance Use Outcomes
Status: Application Pending Submission

Eligibility Information

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

Application Eligibility Certify:

Created on:1/3/2014 9:17:40 AM By:Maya Duff

Profile Information

Applicant Agency Name: Travis County
Project Title: Streamlining Assessment Practices to Improve Youth Substance Use Outcomes
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: 8/31/2014

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: 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 Sulte 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:

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): 746000192

Data Universal Numbering System (DUNS): 030908842

Narrative Information

Primary Mission and Purpose

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

Funding Levels

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

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

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

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

Program Requirements

Preferences

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

Juvenile Justice Board Priorities

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

Diversion - Programs to divert 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:

TCJPD wishes to enhance its use of evidence based practices in the identification of substance use problems among youth involved in the juvenile justice system. Through this program, TCJPD will purchase a family of evidence-based assessment instruments, such as the Global Appraisal of Individual Needs (GAIN). These assessment instruments will offer the Department a standardized biopsychosocial assessment that integrates clinical and research measures into one comprehensive interview. Such an instrument will be evidence based, as indicated through research conducted or supported by the Substance Abuse and Mental Health Services Administration (SAMHSA). Additionally, TCJPD will provide Motivational Interviewing training to staff. This training has been conducted effectively in the past. Motivational Interviewing is an evidence-based practice, as listed on SAMHSA's National Registry of Evidence-based Programs and Practices (NREPP), which can enhance communication and promote behavior change with youth that have substance use issues.

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:

TCJPD uses a multidisciplinary team approach with all grants in regard to implementation. Members of the core grant management team are: Maya Duff (Grant Coordinator), Israel Ramirez (Financial Grant Manager), Rachael Druckhammer (Researcher), Pete Cortez (Information Technology), and Bobby Zhu (Application Development). For this particular project, Dr. Daniel Hoard (Psychologist) and Sarah Bate (Casework Manager) will also join the team. In addition, enhancements made to TCJPD's assessment process could flow into the community based services to which youth are referred. Thus, TCJPD may have participation from Community Based Representatives and/or a Community Advisory Board.

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.

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.

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 the Juvenile Justice Program Local and Statewide Solicitations.

I certify to all of the above eligibility requirements.

Problem Statement:

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

Enter your problem statement:

Primarily, this project will allow for a streamlined assessment process. TCJPD will purchase a family of evidence-based assessment instruments, to include a screening instrument and a more comprehensive follow-up assessment tool. The follow-up assessment will be designed to build upon the screening instrument, thus creating a logical flow from screening to more comprehensive assessment. In doing so, the Department will enhance its current assessment infrastructure and strengthen the process of assessing youth for substance use problems and referring to the appropriate treatment and/or community based services. Additionally, TCJPD will offer Motivational Interviewing training to staff members. This training has been successfully conducted in the past, but requires continued training to help staff gain mastery in using the techniques. It is an effective form of communication that supports the process of change among youth with substance use issues. Like the enhanced assessment process, this training will improve the system of care at TCJPD.

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 Assessment Services to screen for mental health and substance use 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. Assessment Services 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 Fiscal Year 2013 (FY13), 3,967 referrals were made to TCJPD. During that time, the Department conducted 2,392 substance abuse screenings and 542 substance abuse specific assessments. 751 participants started substance use programs or placements during FY13. Enhancing the assessment process will improve the system of care that youth with substance use issues experience.

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 first goal of this program is to enhance TCJPD's system of care. This will be accomplished by streamlining the assessment process, using the same screener with each youth who goes through the intake process with TCJPD. TCJPD will also provide a follow-up expanded assessment, from the same family of instruments as the screener, on youth who are identified as needing further substance use assessment. Secondly, this program will provide training for staff. A train-the-trainer approach will be used as a sustainable way to train staff in the implementation of the new assessment instruments. Additionally, Motivational Interviewing training will be provided to enhance communication with youth.

Cooperative Working Agreement (CWA):

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

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

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

Enter your cooperating working agreement(s):

n/a

Continuation Projects:

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

Enter your current grant's progress:

n/a This is a new project

Project Summary:

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

Enter your summary statement for this project:

Currently, TCJPD's assessment process includes a screening tool and further assessments; while this system is effective, it would be more streamlined if these tools were in the same family of instruments. This project will create an assessment process that links youth with substance use issues to appropriate services and interventions. All youth referred to TCJPD will receive assessments through Assessment Services for mental health and substance use issues prior to adjudication. During Fiscal Year 2013 (FY13), 3,967 youth were referred to TCJPD. 2,392 of these youth received substance abuse screenings and 542 received substance abuse assessments. 751 participants started substance use programs or placements during FY13. Enhancing the assessment process will improve the system of care that youth with substance use issues experience. The first goal of this program is to enhance TCJPD's system of care. Secondly, this program will provide screening and assessment training for staff. Additionally, Motivational Interviewing training will be provided to enhance communication with youth. The target group for this program is juveniles ages 10-17 who have become involved in the justice system. In this project, TCJPD will purchase two assessment instruments from the same family, such as the GAIN screener and GAIN I-Core Assessment. Those youth with an indicated need will receive further assessment. The new family of assessment instruments will be standardized, biopsychosocial assessments that integrate clinical and research measures into one comprehensive structured interview. The tools will be evidence-based, as indicated through research conducted or supported by SAMHSA. They will provide individual level reports linking assessments to evidence-based practice recommendations. They will provide program level reports; TCJPD will be able to pull from their data to closely examine outcomes of the population being assessed. The tools will capture client information and allow for pooling of data.

Project Activities Information

Reserved

This section left intentionally blank.

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Substance Abuse	100.00	Through this grant, TCJPD will enhance the screening procedures for youth involved with the Department. This will more appropriately assess youth with substance use issues and connect them appropriately with services. Additionally, Motivational Interviewing Training will enhance communication with youth with substance use issues.

Geographic Area:

Travis County, TX

Target Audience:

Youth between the ages of 10-17 who are Involved with Travis County Juvenile Probation Department

Gender:

Male and Female

Ages:

10-17

Special Characteristics:

No 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 referred.	0	2196
Number of program youth screened / assessed.	0	1905
Number of program youth served.	0	1905

Custom Objective Output Measures

CUSTOM OUTPUT MEASURE	CURRENT DATA	TARGET LEVEL
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Objective Outcome Measures

OUTCOME MEASURE	CURRENT DATA	TARGET LEVEL
Number of program youth completing program requirements.	0	1905
Number of program youth complying with aftercare plan.	0	0
Number of program youth exhibiting desired change in substance use.	0	0
Number of program youth who offend or reoffend.	0	416

Custom Objective Outcome Measures

CUSTOM OUTCOME MEASURE	CURRENT DATA	TARGET LEVEL
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Certification and Assurances

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

Resolution from Governing Body

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

Lobbying

For applicant agencies requesting grant funds in excess of \$100,000, have any federally appropriated funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

Select the Appropriate Response:

- Yes
 No
 N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, loan, or cooperative agreement?

Select the Appropriate Response:

- Yes
 No
 N/A

Fiscal Year

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

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

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:

FFATA Certification

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

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

- Yes
 No

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

- Yes
 No

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

Position 1 - Name:

Position 1 - Total Compensation (\$):

0

Position 2 - Name:

Position 2 - Total Compensation (\$):

0

Position 3 - Name:

Position 3 - Total Compensation (\$):

0

Position 4 - Name:

Position 4 - Total Compensation (\$):

0

Position 5 - Name:

Position 5 - Total Compensation (\$):

0

Fiscal Capability Information

Organizational Information

Enter the Year in which the Corporation was Founded:

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

Enter the Employer Identification Number Assigned by the IRS:

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

Accounting System

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

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

Select the appropriate response:

- Yes
 No

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

Select the appropriate response:

- Yes
 No

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

Select the appropriate response:

- Yes
 No

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

Enter your explanation:

Financial Capability

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

Has the grant agency undergone an independent audit?

Select the appropriate response:

- Yes
 No

Does the organization prepare financial statements at least annually?

Select the appropriate response:

- Yes
 No

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

Select the appropriate response:

- Yes
 No

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

Enter your explanation:

Budgetary Controls

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

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

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

- Yes
 No

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

- Yes
- No

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

Enter your explanation:

Internal Controls

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

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

Select the appropriate response:

- Yes
- No

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

Select the appropriate response:

- Yes
- No

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

Enter your explanation:

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Indirect Costs	Approved Rate - 2% or Less	Indirect costs at 2% of budget	\$1,768.00	\$0.00	\$0.00	\$0.00	\$1,768.00	0
Travel and Training	In-State Registration Fees, Training, and/or Travel	We are requesting budget for for 7 staff members to receive Administrator training on the new Assessment Instrument (\$13,800). Two select individuals will receive a certification as local administrative trainers on the new Assessment Instrument. These selected individuals will then be available to train other members of our staff on the new Instrument. In addition to local administrator training we are also requesting budget for training on the new Short Screener Instrument (\$500) which will be agency wide and open for 12 months for all staff members to access.	\$14,300.00	\$0.00	\$0.00	\$0.00	\$14,300.00	0
Equipment	Network Server System and Accessories	We are requesting budget to purchase a department approved server (\$8,500), server rack(\$375), battery backup system(\$1,050) and all required server software & peripherals (\$750). The Short Screener will be built into Case Management software Noble and stored on this server. The server will also be used to share and retrieve data from the new assessment instruments' website via integration services. This will allow us to have data onsite to meet Grant Reporting Requirements.	\$11,130.00	\$0.00	\$0.00	\$0.00	\$11,130.00	1
Supplies and Direct Operating Expenses	Office Supplies (e.g., paper, postage, calculator)	We are we requesting budget for supplies related to presentation, reporting and visual aids.	\$1,250.00	\$0.00	\$0.00	\$0.00	\$1,250.00	0

Supplies and Direct Operating Expenses	Presentation and/or Training Supplies	Manuals are required for the staff undergoing the Motivational Interviewing Training. We are requesting budget for 40 manuals at a cost of \$25 each.	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	0
Contractual and Professional Services	Professional, Presentation, and/or Training Services	We are requesting budget to train our staff in motivational interviewing techniques. This training will enhance the front-end and ongoing assessment process, helping with the project's sustainability, as staff members will be able to use skills learned in this training to more effectively communicate with youth. 10 selected staff will go through MI Coaching to advance the techniques taught in the MI Training. These coaching sessions will promote the sustainability of the project as staff receive feedback and hone their use of MI techniques.	\$23,495.00	\$0.00	\$0.00	\$0.00	\$23,495.00	0
Contractual and Professional Services	Professional, Presentation, and/or Training Services	We are requesting budget for the programming cost associated with integrating Noble software with the new assessment tool. This will allow streamlining of all assessment tools used by Juvenile Court.	\$20,000.00	\$0.00	\$0.00	\$0.00	\$20,000.00	0
Contractual and Professional Services	Professional, Presentation, and/or Training Services	We are requesting budget for the Data Management service for the new assessment tool. This service will ensure we have the most accurate data set possible as the data will be reviewed monthly for anomalies.	\$7,000.00	\$0.00	\$0.00	\$0.00	\$7,000.00	0
Equipment	Specialized Computer Software	We are requesting budget for acquisition and implementation of a new Assessment and Screener Instrument. The instrument will consist of obtaining a 5yr license (\$100), Initial setup fee(\$100), and 16 user accounts(\$1,980)	\$2,180.00	\$0.00	\$0.00	\$0.00	\$2,180.00	1

Source of Match Information

Detail Source of Match/GPI:

DESCRIPTION	MATCH TYPE	AMOUNT
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Summary Source of Match/GPI:

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

Budget Summary Information

Budget Summary Information by Budget Category:

CATEGORY	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
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Contractual and Professional Services	\$50,495.00	\$0.00	\$0.00	\$0.00	\$50,495.00
Equipment	\$13,310.00	\$0.00	\$0.00	\$0.00	\$13,310.00
Indirect Costs	\$1,768.00	\$0.00	\$0.00	\$0.00	\$1,768.00
Supplies and Direct Operating Expenses	\$2,250.00	\$0.00	\$0.00	\$0.00	\$2,250.00
Travel and Training	\$14,300.00	\$0.00	\$0.00	\$0.00	\$14,300.00

Budget Grand Total Information:

CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
\$82,123.00	\$0.00	\$0.00	\$0.00	\$82,123.00

Condition Of Fundings Information

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

COMPREHENSIVE CERTIFICATION AND ASSURANCES

ASSURANCES

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

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

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

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

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

CERTIFICATIONS

1. **DRUG-FREE WORKPLACE** - The applicant certifies that it will provide a drug-free workplace by:
 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
 - B. Establish a drug-free awareness program to inform employees about:
 - i. the dangers of drug abuse in the workplace;
 - ii. the applicant's policy of maintaining a drug-free workplace;
 - iii. any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. the penalties that may be imposed upon employees for drug abuse violations.
 - C. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a).
 - D. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - i. abide by the terms of the statement, and
 - ii. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction.
 - E. Notifying the agency within ten days after receiving notice under subparagraph (d) (ii) from an employee or otherwise receiving actual notice of such conviction.
 - F. Taking one of the following actions with respect to any employee who is so convicted:
 - i. taking appropriate personnel action against such an employee, up to and including termination; or
 - ii. requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
 - G. Making a good faith effort to continue to maintain a drug-free workplace through the implementation of paragraphs (a), (b), (c), (d), (e), and (f).
2. **LOBBYING** - The applicant certifies that:
 - A. It will not use grant funds, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government, without the express prior approval of the Criminal Justice Division.
 - B. If any non-grant funds have been or will be used in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government, it will notify the Criminal Justice Division to obtain the appropriate disclosure form.
 - C. It will include the language of paragraphs A. and B. of this section in the award documents for all sub-awards at all tiers and will require all sub-recipients to certify accordingly.

RESOLUTION

WHEREAS, the Commissioners of Travis County find it in the best interest of the citizens of Travis County that Streamlining Assessment Practices to Improve Youth Substance Use Outcomes be implemented; and

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

WHEREAS, County Commissioners of Travis County designates 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 Streamlining Assessment Practices to Improve Youth Substance Use Outcomes to the Office of the Governor, Criminal Justice Division.

Signed by: _____

Travis County Judge

Passed and Approved this 18th day of February, 2014

Grant Application Number: **2760801**



**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:	Enhancing Services for Victims of Crime		
Grant Period:	From: <input type="text" value="Sep 1, 2014"/>	To: <input 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:	\$ 59,093.00	\$ 16,690.00	\$ 0.00	\$ 0.00	\$ 75,783.00
Operating:	\$ 7,668.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 7,668.00
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:	\$ 66,761.00	\$ 16,690.00	\$ 0.00	\$ 0.00	\$ 83,451.00
FTEs:	1.00	0.20	0.00	0.00	1.20

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"/>	CS	
County Attorney	<input checked="" type="checkbox"/>	BW	

Performance Measures					
#	Measure	Actual FY 12 Measure	Projected FY 13 Measure	Projected FY 14 Measure	Projected FY 15 Measure
+ -	Applicable Departmental Measures				
1.	Number of victims / survivors seeking services who were served. (Notification packets received).	n/a	n/a	1096	1129
2.	Number of survivors participating in restorative justice efforts	n/a	n/a	136	140
3.					
+ -	Measures for the Grant				
1.	Number of victims returning to TCJPD as a result of a new victimization either by the same perpetrator or a different perpetrator.	n/a	n/a	31	31
	Outcome Impact Description	A measure of efficiency of services to victims by determining the number of victims who are victimized more than once.			
2.					
	Outcome Impact Description				
3.					
	Outcome Impact Description				

PBO Recommendation:

The Juvenile Probation Department is requesting Commissioners Court approval of a continuation grant application to the US Department of Justice, through the Office of the Governor, Criminal Justice Division (OOG). The program, Enhancing Services for Victims of Crime, was created to address gaps in victim's services in the department.

The grant funds would pay the salary of a new FTE that would communicate directly with victims, provide bilingual English/Spanish translation for victim clients, and help ensure that victims receive compensation if they participate in restitution programming. The potential grant award is \$66,761 with an additional required 20% county cost share of \$16,690. This match will be provided through a portion of a current FTE salary and benefits.

There are no long term County funding requirements for the grant.

PBO recommends approval of the application.

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

The goal of this program is to enhance the Victim Services division of TCJPD to address existing gaps. Objectives of this program are: 1) Increase direct communication with victims; 2) have a single point of contact for all Spanish speaking victims and 3) Ensure that victims receive compensation if they participate in the court ordered restitution program. Through this project, TCJPD will hire a bilingual Victim Counselor Senior that can meet all of these needs.

This grant fits into the current activities of the department because its proposed activities fit TCJPD's mission of addressing the needs of victims of crime. This grant is enhancing an existing program.

This grant will pay for a newly hired 1.0 FTE Victim Counselor Senior who will be paid for solely out of this grant. This individual will provide counseling, crisis stabilization, and support services to clients and assist with problems resulting from victimization. Additionally, this grant will pay for day-to-day office supplies and training.

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

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

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

A 20% county match is required, which amounts to \$16,690. TCJPD will fund this through a portion of a current staff member's salary and benefits.

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

This grant does not allow 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.

This program will not end upon termination of grant funding. The Department intends to request subsequent continuation funding for personnel through proposals submitted to the Federal and State government, as well as private foundations. The County will have the opportunity to consider investment in the staff position as well as other areas of the Victim Services Division.

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

n/a This is not a new 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.

This program will enhance services to victims of crime so that TCJPD is able to meet the demand for services. It will allow TCJPD to communicate more regularly with victims, ensure that all victims that desire services are able to have them, and allow Spanish speaking victims more ease with the process of Victim Services.

The Travis County Commissioners' Court approved the community plan, entitled - "Travis County Community Plan for Coordination of Criminal Justice and Related Activities FY2012-FY2015" on December 6, 2011. Nearly 30 Travis County government agencies including Travis County Juvenile Probation Department, school districts, and nonprofit organizations participated in developing the Community Plan. This project addresses Priority A from the Victim Services section. Priority A states: "Travis County needs to increase local capacity to respond to victims of crime." To address this priority, this program will increase the capacity of TCJPD to communicate with victims. By doing this, all victims of crime will have access to high quality services and be able to achieve wholeness.



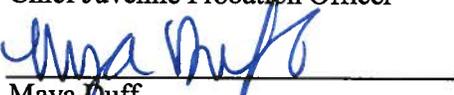
TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

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 to Continue Enhancing Services for Victims of Crime

DATE: February 3, 2014

Attached is Travis County Juvenile Probation Department's grant application to the Office of the Governor, Criminal Justice Division for funding to support a new project entitled Enhancing Services for Victims of Crime. \$66,761 is requested to fund the salary of a Victim Counselor Senior along with operating expenses. The match of \$16,690 is required and represents 20% of the total project cost. It will cover the personnel/fringe benefits of a current employee in the Victim Services Division.

The goal of Enhancing Services for Victims of Crime is to enhance the Victim Services division of TCJPD to address existing gaps. Objectives of this program are: 1) increase direct communication with victims; 2) have a single point of contact for all Spanish speaking victims; and 3) ensure that victims receive compensation if they participate in the court ordered restitution program.

Please review this item and place it on the **February 18, 2014** 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
Cynthia Sayles
Britt Canary
Sylvia Mendoza
Israel Ramirez
Grant File

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Agency Name: Travis County
Grant/App: 2656802 **Start Date:** 9/1/2014 **End Date:** 8/31/2015

Project Title: Enhancing Services for Victims of Crime
Status: Application Pending Submission

Eligibility Information

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

Application Eligibility Certify:

Created on:12/18/2013 10:07:58 AM By:Maya Duff

Profile Information

Applicant Agency Name: Travis County
Project Title: Enhancing Services for Victims of Crime
Division or Unit to Administer the Project: Juvenile Probation Department
Address Line 1: 2515 South Congress Ave.
Address Line 2:
City/State/Zip: Austin Texas 78704-5594
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: Nickl Riley
Email: nickl.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:

Fax: 512-854-7093

Title: Ms.

Salutation: Ms.

Grant Vendor Information

Organization Type: County

Organization Option: applying to provide direct services to victims only

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

Data Universal Numbering System (DUNS): 030908842

Narrative Information

Primary Mission and Purpose

The purpose of this program is to provide services and assistance directly to victims of crime to speed their recovery and aid them through the criminal justice process. Services may include the following:

- responding to the emotional and physical needs of crime victims;
- assisting victims in stabilizing their lives after a victimization;
- assisting victims to understand and participate in the criminal justice system; and
- providing victims with safety and security.

Funding Levels

The anticipated funding levels for these programs are as follows:

- Minimum Award - \$5,000
- Maximum Award - None
- Grantees, other than Native American Tribes, must provide matching funds of at least twenty percent (20%) of total project expenditures. Native American Tribes may be required to provide a five percent (5%) match. This requirement may be met through either cash or in-kind contributions or a combination of both.

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

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

Program Requirements

Preferences

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

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 (DPS) Safety 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.

Program Emphasis

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

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

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

10

Law Enforcement – any public agency charged with policing functions.

0

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

45

Court – any civil or criminal court system.

45

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

0

Culturally Competent Victim Restoration

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

Travis County Juvenile Probation Department (TCJPD) places a priority on regular employee training. In particular, TCJPD believes that all employees must be culturally competent to optimize their job performance. Included in mandatory training requirements is a series on Cultural Competence; due to this training, all TCJPD employees are made aware of the sensitivity with which different populations must be approached. There are also many optional trainings in Cultural Diversity that are open to all employees throughout the year. Additionally, staff in Victim Services attend an annual external training on mediations, which educates them about cultural sensitivity when conducting mediations. Regarding victim services, many victims referred to TCJPD are Spanish speakers. TCJPD uses the resources that it has to promote awareness of this and facilitate processes for Spanish speakers. Mailings are distributed in both English and Spanish to ensure that materials are accessible to those for whom English is not a first language. When Spanish translation is needed, personnel from the Court Services division have redistributed their time to provide translation occasionally; while this has worked in the past, it is not a sustainable way of meeting the needs of Spanish speaking victims. Hiring a full time employee who speaks Spanish is essential so that TCJPD can fully meet the needs of its victims.

Culturally Specific and Underserved Populations

UNDERSERVED POPULATIONS - The term 'underserved populations' means populations who face barriers in accessing and using victim services, and includes populations underserved because of geographic location, religion, sexual orientation, gender identity, underserved racial and ethnic populations, populations underserved because of special needs (such as language barriers, disabilities, alienage status, or age), and any other population determined to be underserved by the Attorney General or by the Secretary of Health and Human Services, as appropriate.

CULTURALLY SPECIFIC - The term 'culturally specific' means the program is primarily directed toward racial and ethnic minority groups (as defined in section 1707(g) of the Public Health Service Act (42 U.S.C. 300u-6(g))).

The term 'racial and ethnic minority group' means American Indians (including Alaska Natives, Eskimos, and Aleuts); Asian Americans; Native Hawaiians and other Pacific Islanders; Blacks; and Hispanics.

The term 'Hispanic' means individuals whose origin is Mexican, Puerto Rican, Cuban, Central or South American, or any other Spanish-speaking country.

The organization must do more than merely provide services to an underserved population or culturally specific group; rather, the organization must provide culturally competent services designed to meet the specific needs of the target population in order to justify a **YES** response in the section below.

Does your agency serve culturally specific or underserved populations?

- Yes
- No

If you answered **YES** to the question above you must explain how in the box below. TCJPD serves a population with language, cultural, financial, and educational barriers.

Victim Referral Process

Describe how victims are referred to your agency:

Victims' names are included on reports that are written by law enforcement officers. TCJPD uses the names from these reports to contact victims. Informational packets are mailed to all victims; victims are directed to contact Travis County Juvenile Probation Department if they wish to participate in Victim Services. From communication with victims, TCJPD obtains information on the types of damages incurred, how the victim feels, and whether the victim is interested in mediation.

Services to Victims of Crime

Applicant agrees to provide services to victims of crime which include: responding to the emotional and physical needs of crime victims; assisting victims in stabilizing their lives after victimization; assisting victims to understand and participate in the criminal justice system; and providing victims with safety and security.

Effective Services

Applicant must demonstrate a record of providing effective services to crime victims. If the applicant cannot yet demonstrate a record of providing effective services, the applicant must demonstrate that at least 25 percent of its financial support comes from non-federal sources.

Volunteers

Applicant agrees to use volunteers to support either the project or agency-wide services, unless CJD determines that a compelling reason exists to waive this requirement.

Community Efforts

Applicant agrees to promote community efforts to aid crime victims. Applicants should promote, within the community, coordinated public and private efforts to aid crime victims. Coordination efforts qualify an organization to receive these funds, but are not activities that can be supported with these funds.

Crime Victims' Compensation

Applicant agrees to assist crime victims in applying for crime victims' compensation benefits.

Records

Applicant agrees to maintain daily time and attendance records specifying the time devoted to allowable victim services.

Civil Rights Information

Applicant agrees to maintain statutorily required civil rights statistics on victims served by race, national origin, sex, age, and disability of victims served, within the timeframe established by CJD. This requirement is waived when providing services, such as telephone counseling, where soliciting the information may be inappropriate or offensive to the crime victim.

Victims of Federal Crime

Applicant agrees to provide equal services to victims of federal crime. (Note: Victim of federal crime is a victim of an offense that violates a federal criminal statute or regulation; federal crimes also include crimes that occur in an area where the federal government has jurisdiction, such as Indian reservations, some national parks, some federal buildings, and military installations.)

No Charge

Applicant agrees to provide grant-funded services at no charge to victims of crime. Applicants are also prohibited from billing Crime Victims Compensation, private insurance, Medicaid, or Medicare for services provided using VOCA funds.

Confidentiality

Applicant agrees to maintain the confidentiality of client-counselor information and research data, as required by state and federal law.

Discrimination

Applicant agrees not to discriminate against victims because they disagree with the State's prosecution of the criminal case.

Forensic Medical Examination Payments

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

Protection Orders

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

Nondisclosure of Confidential or Private Information

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

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 must certify to the specific criteria detailed above under **Program Requirements** to be eligible for General Victim Assistance - Direct Services Program 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:

Travis County Juvenile Probation Department (TCJPD) experiences a steady growth in the number of victims to whom it provides services. TCJPD prides itself in the quality of services that it is able to provide; unfortunately, the small staff size limits the number of victims to whom TCJPD can provide high quality services. Victims that achieve the greatest outcomes are often those that are able to directly communicate with TCJPD staff. Upon receiving the names of victims of crime, TCJPD sends out a notification packet. Victims then must respond if they wish to participate in services. Therefore, victims only personally communicate with TCJPD if they initiate contact upon receiving their notification packet. Navigating the process of Victim Services can be a daunting task, particularly for victims who are from foreign countries and may be unfamiliar with laws in the United States. TCJPD believes that more victims would receive services if it had the capacity to personally reach out to victims. Among victims referred to TCJPD there is a growing population of Spanish speakers with limited English abilities. While TCJPD addresses this issue through bilingual mailings, there is a great need for a Spanish speaking staff member who can directly communicate with victims to guide them through the process. TCJPD juveniles participate in a court ordered restitution program where they reimburse victims of crime monetarily. At times, the money that is sent to victims as part of this program is returned to TCJPD due to changes in the victims' contact information. Presently, TCJPD does not have the capacity to follow up with these victims in order to ensure that they receive their compensation. TCJPD needs a dedicated person to ensure that victims' needs are met, questions regarding criminal justice processes are answered, and consistent communication is maintained. Hiring a full time Victim Counselor Senior will address all of these problems. If no response to an informational packet is received, the Victim Counselor Senior will call victims to follow up. A bilingual Victim Counselor Senior will enable TCJPD to have one point of contact for all Spanish speaking victims. Finally, a Victim Counselor Senior could implement the use of a search tool to follow up with victims whose compensation is returned.

Supporting Data:

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

Enter your supporting data:

In FY13, Travis County Juvenile Probation Department (TCJPD) notified 1,096 property crime victims, via a notification packet, that they were eligible to participate in Victim Services programs. 6% victims had a primary language of Spanish. In FY13, 82 victims participated in Victim-Offender Mediations and 3 participated in Victim-Impact Panels. 21 Victim-Offender Mediations were conducted in Spanish. TCJPD estimates that currently 50% of victim notification packets are returned to the department. Employing a full-time Victim Counselor Senior will give TCJPD the ability to follow up on all mailouts with phone calls. TCJPD anticipates that these efforts will result in a 75% return rate of notification packets and approximately 31 additional mediations, for a total of 127.

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 Commissioners' Court approved the community plan, entitled - "Travis County Community Plan for Coordination of Criminal Justice and Related Activities FY2012-FY2015" on December 6, 2011. Nearly 30 Travis County government agencies including Travis County Juvenile Probation Department, school districts, and nonprofit organizations participated in developing the Community Plan. This project addresses Priority A from the Victim Services section. Priority A states: "Travis County needs to increase local capacity to respond to victims of crime." To address this priority, this program will increase the capacity of TCJPD to communicate with victims. By doing this, all victims of crime will have access to high quality services and be able to achieve wholeness.

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 program is to enhance the Victim Services division of TCJPD to address existing gaps. Objectives of this program are: 1) increase direct communication with victims; 2) have a bilingual single point of contact for victims of crime and 3) follow up with victims to ensure that compensation owed through TCJPD's court ordered restitution program (funded by TCJPD's Pot of Gold Program) is received.

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 also provide information here that this project's successful operation is contingent on for the named service or participation from the outside organization.

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

Enter your cooperating working agreement(s):

n/a

Continuation Projects:

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

Enter your current grant's progress:

Due to internal processes, such as screening and approval, the time that it takes to hire a new employee can be up to months long process. TCJPD anticipates that progress will continue on track once a new employee is hired for this grant.

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:

Travis County Juvenile Probation Department (TCJPD) believes in providing high quality services to victims of crime; doing so promotes positive outcomes among victims receiving services and reduces the rate of recidivism among juvenile offenders. However, the quantity of victims that are referred to TCJPD is too large to be accommodated by the small staff of the Victim Services Division. Due to a higher demand than TCJPD is able to meet, TCJPD is unable to personally contact each victim and must depend on victims responding to a preliminary informational packet that is sent in the mail. Victims of crime currently do not have a single point of contact with whom to communicate, since the demand for services outweighs the capacity of current staff. This particularly presents a problem for Spanish speaking victims of crime; various staff members redistribute their time in order to translate or respond to concerns for victims who do not speak English. Finally, occasionally victims that participate in TCJPD's court ordered restitution program do not receive their compensation because their contact information changes and TCJPD does not have the resources to follow up with them. Hiring a bilingual Victim Counselor Senior will enable TCJPD to meet all of these concerns and enhance the quality of services that it provides to victims. In FY13, 82 victims participated in Victim-Offender Mediations and 3 participated in Victim-Impact Panels. 21 of Victim-Offender Mediations were conducted in Spanish. TCJPD estimates that currently 50% of victim notification packets are returned to the department. Employing a full-time Victim Counselor Senior will give TCJPD the ability to follow up all mail outs with phone calls. TCJPD anticipates that this ability will result a 75% return rate of notification packets and approximately 31 additional mediations, for a total of 127. Currently, the Victim Services division achieves strong outcomes despite the small size of the staff. A court ordered restitution program allows juveniles to perform community service in order to provide compensation to victims of crime. Victim-Offender mediations are available to victims who are interested, and serve as part of the healing process for both victims and juveniles. They also help to ensure the safety and security of victims. These mediations are conducted through the Dispute Resolution Center, which is comprised of volunteers. Victim Impact Panels are conducted multiple times a year as well. These panels are an opportunity for victims to meet with other victims and offenders; it gives juveniles a chance to develop empathy for victims and is part of the healing process for victims. While victims benefit from the services that TCJPD provides to them, TCJPD believes that more victims would be involved with these programs if 1) TCJPD staff were able to increase communication to victims and 2) if TCJPD had a full-time Spanish speaking Victim Counselor Senior. The goal of this program is to enhance the Victim Services division of TCJPD to address existing gaps. The target group of this project is victims of crime; victims will be of all ages. One particular group that will benefit from this program is Spanish speaking victims of crime, since TCJPD currently does not have a Spanish speaking staff member in the Victim Services division. However, all victims will benefit from the enhancement in services TCJPD will provide. TCJPD anticipates that it will continue to provide the services currently available to victims and that more victims will choose to participate because of enhanced communication. The Victim Counselor Senior (VCS) will follow up with victims if no response is received to the notification packet sent. This will ensure that victims do not miss out on an opportunity to receive services if they want them. The VCS will coordinate all aspects of victim services for the victims with whom they work, including Court ordered restitution, Victim-Offender Mediations and Victim Impact Panels. The VCS will serve on various Task Forces in the community, such as the Domestic Violence Review Team and the Hate Crimes Task Force. The VCS will also educate crime victims on how to apply for crime victims' compensation benefits when applicable. Finally, the VCS will implement a search tool so that victims whose contact information has changed will still be able to receive compensation through the court ordered restitution program. This compensation will come from TCJPD's Pot of Gold Program; the VCS will simply ensure that it reaches each victim. The first objective is to increase direct communication with victims. When TCJPD does not receive a response to the informational packet that is sent to victims, the Victim Counselor Senior will follow up with a phone call. This will help ensure that all victims that desire services can have their needs met. A second objective is to have a single point of contact for all Spanish speaking victims. This will provide the Spanish speaking population with support and consistency as they navigate the process of receiving services. The third objective of this program is to ensure that victims receive compensation if they participate in the court ordered restitution program. Occasionally TCJPD receives checks that are returned if a victim's contact information changes after they go through the court ordered restitution program at TCJPD. Hiring a Victim Counselor Senior will enable TCJPD to implement a new search tool to ensure that victims receive the compensation they are due. Through providing these services, TCJPD anticipates an increase in the number of victims that are able to achieve wholeness in the victim services process.

Project Activities Information

Type of Crime Victim

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

Sexual Assault Percentage (%):

0

Domestic Abuse Percentage (%):

41

Child Abuse Percentage (%):

0

39

DUI / DWI Crashes Percentage (%):

0

Survivors of Homicide Percentage (%):

0

Assault Percentage (%):

0

Adults Molested as Children Percentage (%):

0

Elder Abuse Percentage (%):

0

Robbery Percentage (%):

59

Stalking Percentage (%):

0

Dating/Acquaintance Violence Percentage (%):

0

Human Trafficking Percentage (%):

0

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Victim-Offender Meetings	100.00	Mediations between the victim and the offender will be conducted. These meetings will be conducted in a culturally competent way, ensure the safety and security of victims, and serve as part of the healing process for both victims and juvenile offenders. These mediations will be given to all victims who wish to participate in this activity; they may withdraw at any time. Victims will be provided with support and accompaniment and be given a debriefing following the mediation.

Geographic Area:

Travis County

Target Audience:

victims of crime

Gender:

male and female

Ages:

all ages

Special Characteristics:

n/a

Measures Information

Progress Reporting Requirements

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

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

40

Objective Output Measures

OUTPUT MEASURE	CURRENT DATA	TARGET LEVEL
Number of victims / survivors seeking services who were served.	1096	1129
Number of survivors participating in restorative justice efforts.	136	136

Custom Objective Output Measures

CUSTOM OUTPUT MEASURE	CURRENT DATA	TARGET LEVEL
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Objective Outcome Measures

OUTCOME MEASURE	CURRENT DATA	TARGET LEVEL
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Custom Objective Outcome Measures

CUSTOM OUTCOME MEASURE	CURRENT DATA	TARGET LEVEL
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Certification and Assurances

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

Resolution from Governing Body

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:

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:

41

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:

11866603

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:

FFATA Certification

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

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

- Yes
 No

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

- Yes
 No

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

Position 1 - Name:

Position 1 - Total Compensation (\$):

0

Position 2 - Name:

Position 2 - Total Compensation (\$):

0

Position 3 - Name:

Position 3 - Total Compensation (\$):

0

Position 4 - Name:

Position 4 - Total Compensation (\$):

0

Position 5 - Name:

Position 5 - Total Compensation (\$):

0

Fiscal Capability Information

Organizational Information

Enter the Year in which the Corporation was Founded:

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

Enter the Employer Identification Number Assigned by the IRS:

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

Accounting System

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

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

Select the appropriate response:

- Yes
- No

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

Select the appropriate response:

- Yes
- No

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

Select the appropriate response:

- Yes
- No

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

Enter your explanation:

Financial Capability

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

Has the grant agency undergone an independent audit?

Select the appropriate response:

- Yes
- No

Does the organization prepare financial statements at least annually?

Select the appropriate response:

- Yes
- No

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

Select the appropriate response:

- Yes
- No

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

Enter your explanation:

Budgetary Controls

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

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

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

- Yes
- No

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

- Yes
- No

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

Enter your explanation:

Internal Controls

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

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

Select the appropriate response:

- Yes
- No

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

Select the appropriate response:

- Yes
- No

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

Enter your explanation:

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Personnel	Community / Social Service	Full-Time Senior Victim Services Counselor, this individual will provide bilingual assistance or guidance to victims with needs related to this program. \$40,804	\$59,093.00	\$0.00	\$0.00	\$0.00	\$59,093.00	100

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	Specialist	Is requested for salary and \$18,829 Is requested for benefits. This is counselor who will work solely on this grant.						
Personnel	Community / Social Service Specialist	The match portion will be contributed by the current Victim Services Counselor. The match contribution is valued at \$12,141 for salary and \$4,550 for benefits. This value amount to a contributed effort of 20%.	\$0.00	\$16,690.00	\$0.00	\$0.00	\$16,690.00	20
Supplies and Direct Operating Expenses	Office Supplies (e.g., paper, postage, calculator)	\$1,000 is requested for supplies that will be used for day-to-day operations. This may include office supplies, project supplies, etc.	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	0
Travel and Training	Out-of-State Registration Fees, Training, and/or Travel	\$6,668 is requested for two staff to travel to a National Victims of Crime Conference. These funds will cover registration, lodging, airfare, meals, and ground transportation.	\$6,668.00	\$0.00	\$0.00	\$0.00	\$6,668.00	0

Source of Match Information

Detail Source of Match/GPI:

DESCRIPTION	MATCH TYPE	AMOUNT
TCJPD General Fund for existing position	Cash Match	\$16,690.00

Summary Source of Match/GPI:

Total Report	Cash Match	In Kind	GPI Federal Share	GPI State Share
\$16,690.00	\$16,690.00	\$0.00	\$0.00	\$0.00

Budget Summary Information

Budget Summary Information by Budget Category:

CATEGORY	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Personnel	\$59,093.00	\$16,690.00	\$0.00	\$0.00	\$75,783.00
Supplies and Direct Operating Expenses	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00
Travel and Training	\$6,668.00	\$0.00	\$0.00	\$0.00	\$6,668.00

Budget Grand Total Information:

CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
\$66,761.00	\$16,690.00	\$0.00	\$0.00	\$83,451.00

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Condition Of Fundings Information

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

COMPREHENSIVE CERTIFICATION AND ASSURANCES

ASSURANCES

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

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

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

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

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

CERTIFICATIONS

1. **DRUG-FREE WORKPLACE** - The applicant certifies that it will provide a drug-free workplace by:
 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
 - B. Establish a drug-free awareness program to inform employees about:
 - i. the dangers of drug abuse in the workplace;
 - ii. the applicant's policy of maintaining a drug-free workplace;
 - iii. any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. the penalties that may be imposed upon employees for drug abuse violations.
 - C. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a).
 - D. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - i. abide by the terms of the statement, and
 - ii. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction.
 - E. Notifying the agency within ten days after receiving notice under subparagraph (d) (ii) from an employee or otherwise receiving actual notice of such conviction.
 - F. Taking one of the following actions with respect to any employee who is so convicted:
 - i. taking appropriate personnel action against such an employee, up to and including termination; or
 - ii. requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
 - G. Making a good faith effort to continue to maintain a drug-free workplace through the implementation of paragraphs (a), (b), (c), (d), (e), and (f).
2. **LOBBYING** - The applicant certifies that:
 - A. It will not use grant funds, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government, without the express prior approval of the Criminal Justice Division.
 - B. If any non-grant funds have been or will be used in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government, it will notify the Criminal Justice Division to obtain the appropriate disclosure form.
 - C. It will include the language of paragraphs A. and B. of this section in the award documents for all sub-awards at all tiers and will require all sub-recipients to certify accordingly.

RESOLUTION

WHEREAS, the Commissioners of Travis County find it in the best interest of the citizens of Travis County that Enhancing Services for Victims of Crime be implemented; and

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

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

WHEREAS, County Commissioners of Travis County designates 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 Enhancing Services for Victims of Crime to the Office of the Governor, Criminal Justice Division.

Signed by: _____

Travis County Judge

Passed and Approved this 18th of February, 2014

Grant Application Number: **2656802**



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:	Drug Court & In-Home Family Services		
Grant Period:	From: <input type="text" value="Sep 1, 2014"/>	To: <input 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:	\$ 130,859.00	\$ 26,844.00	\$ 0.00	\$ 0.00	\$ 157,703.00
Operating:	\$ 106,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 106,000.00
Capital Equipment:	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Indirect Costs:	\$ 4,737.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 4,737.00
Totals:	\$ 241,596.00	\$ 26,844.00	\$ 0.00	\$ 0.00	\$ 268,440.00
FTEs:	2.00	0.30	0.00	0.00	2.30

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"/>	RP	
County Attorney	<input checked="" type="checkbox"/>	BW	

Performance Measures					
#	Measure	Actual FY 12 Measure	Actual FY 13 Measure	Projected FY 14 Measure	Projected FY 15 Measure
+ - Applicable Departmental Measures					
1.	Number of new enrollments in the program.	51	31	32	33
2.	Number of Drug Court participants in the program	80	67	69	71
3.	Number of youth assessed for eligible to participate in the Drug Court program	99	67	69	71

		Measures for the Grant			
1.	Number of eligible program youth served using Graduated Sanctions approaches	72	62	64	66
Outcome Impact Description		To demonstrate improved compliance to rules of probation and other outcomes of substance abusing juvenile offenders by maintaining accountability-based sanctions and increased family involvement in the supervision and treatment processes			
2.	Number of new enrollments in the program	51	31	32	33
Outcome Impact Description		To increase the number of drug court participants receiving substance abuse, case management and in home counseling services			
3.	Number of participants in the program	80	67	69	71
Outcome Impact Description		To successfully identify potential candidates for the program.			
4.	Number of youth assessed for eligibility to participate in the Drug Court program	99	67	69	71
Outcome Impact Description		To improve access to substance abuse and co-occurring treatments and related services.			
5.	Number of participants employed or enrolled in school at time of graduation (part time or full time).	23	30	31	32
Outcome Impact Description		To increase the number of participants that are employed or enrolled in school at graduation			
6.	Number of participants that earn a GED, high school diploma, or vocational training credential while in the program	2	1	5	5
Outcome Impact Description		To improve educational and vocational competency of juveniles			
7.	Number of participants that successfully complete the program	23	30	31	32
Outcome Impact Description		To increase the number of juveniles that are alcohol and drug free			
8.	Number of program youth completing program requirements	23	30	31	32
Outcome Impact Description		To increase the number of juveniles that maintain a lifestyle free of alcohol and drug abuse			
9.	Number of Drug Court Slots	45	45	45	45
Outcome Impact Description		To increase the number of drug court participants receiving substance abuse, case management and in home counseling services			
10.	Number of program youth who reoffend	35	29	30	31
Outcome Impact Description		To increase community safety.			
11.	Number of youth to test positive for drug use.	57	49	50	52
Outcome Impact Description		To increase the number of drug court participants receiving substance abuse, case management and in home counseling services in order to reduce the number of positive urinalysis.			

PBO Recommendation:

The Juvenile Probation Department is requesting Commissioners Court approval of the FY 2015 annual continuation application to the Office of the Governor, Criminal Justice Division (OOG), for the Drug Court and In Home Family Services Grant. Grant funds in the amount of \$241,596 will enhance the department's existing Drug Court Program, by providing State and County resources that allow the department to contract with a provider for intensive in-home family services for Drug Court participants and pay for 2 FTEs. Total program funds (Grant and County Match) are \$268,440. The grant requires a 10% match, which is contributed by the General Fund salary of an additional existing 0.3 FTE, equivalent to \$26,844.

The grant does not require the program to be continued upon termination.

PBO recommends approval of the application.

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

Travis County Juvenile Probation Department is requesting approval of the continuing grant award for the OOG JABG Drug Court and In Home Family Services grant. This grant totals \$268,440 which includes the grant request of \$241,596 and match of \$26,844.

This grant will allow an increase in the number of offenders who can participate in the existing Juvenile Treatment Drug Court program by increasing the availability of substance abuse services for participating youth and their families. Specifically, the grant application is for contractual services. The project goal is to improve the outcome for substance abusing juveniles by improving family support and participation in treatment for the offender.

Through this grant, TCJPD will pay for the salary of 2 FTEs (Senior Chemical Dependency Counselor and Juvenile Probation Officer, Lead) that were funded through federal grants in the past.

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.

Yes, a 10% match is required. General-funds from the existing Drug Court Casework Manager position will be used to provide matching funds.

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

2% indirect costs are included.

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

This program will not end upon termination of this grant. The Department intends to request subsequent year continuation funding for the contractual services through proposals submitted to the Federal and State government, as well as private foundations. As previously presented to the Court, the County will have the opportunity to consider investment in the staff positions as well as other areas of Special Services Division.

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

N/A This is an established 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 Travis County FY12-FY15 Community Plan under Juvenile Justice Delinquency Prevention states in Priority C, "Travis County is in need of services and programming for youth with mental health/co-occurring disorders and substance abuse problems."

Improving family support and participation leads to improve outcome for substance abusing juvenile offenders. According to the most recent Annual Evaluation, a total of 67% (30/45) youth successfully completed the Juvenile Drug Court Program. These graduates were multiple offenders with a history of chronic substance use. The proposed project reflects the efforts as demonstrated under the Community Plan's funding priorities and supports the following: a continuation of the comprehensive assessment process; services for juveniles with both substance abuse and mental health treatment needs; and continuum of care initiatives, and research- and outcome-based programming.

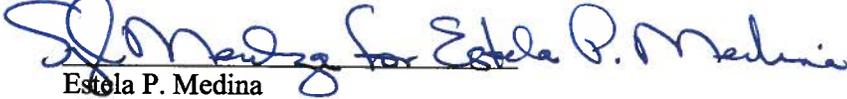


TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

2515 South Congress Avenue ~ Austin Texas 78704
Phone: (512)854-7000 Fax: (512)854-7097

ESTELA P. MEDINA
Chief Juvenile Probation Officer

TO: Aerin Toussaint, PBO
Budget Analyst

FROM: 
Estela P. Medina
Chief Juvenile Probation Officer

THROUGH: 
Maya Duff
Grant Coordinator

SUBJECT: Approval of Grant Application to Continue FY15 Drug Court & In-Home Family Services

DATE: February 3, 2014

Attached is Travis County Juvenile Probation Department's grant application to the Office of the Governor, Criminal Justice Division to continue the Drug Court & In-Home Family Services program. Total funding requested is \$241,596; this award comes with a 10% required match which amounts to \$26,844. The match will be paid through a portion of the salary of an existing position. Grant funds will allow an increase in the number of juveniles who can participate in the existing Juvenile Treatment Drug Court program by increasing the availability of substance abuse services for participating youth and their families. The project goal is to improve the outcome for substance abusing juveniles by improving family support and participation in treatment for the offender. This funding will also continue two positions, a Senior Chemical Dependency Counselor and a Juvenile Probation Officer, Lead, that were funded through a federal grant which is in its final year of funding.

Please review this item and place it on the **February 18, 2014** Commissioner's Court agenda for their consideration and signature. Please contact Maya Duff at 4-7046 for further information.

Thank you in advance for your attention to this request.

CC: Jim Connolly
Patty Lennon
Darryl Beatty
Emmitt Hayes
Kathy Smith
Israel Ramirez
Sylvia Mendoza
Lisa Eichelberger
Grant File

[Print This Page](#)

Agency Name: Travis County
Grant/App: 1731811 **Start Date:** 9/1/2014 **End Date:** 8/31/2015

Project Title: Drug Court and In-Home Family Services
Status: Application Pending Submission

Eligibility Information

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

Application Eligibility Certify:

Created on:12/18/2013 10:04:08 AM By:Maya Duff

Profile Information

Applicant Agency Name: Travis County
Project Title: Drug Court and In-Home Family Services
Division or Unit to Administer the Project: Juvenile Probation Department/Special Services Division
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: esteia.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:

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

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.

The Travis County Juvenile Drug Court (JDC) has identified a target population and eligibility criteria that is aligned with the program's goals and objectives. The JDC is an integrated program that targets juvenile offenders with non-violent drug or drug-related offenses, although some assault cases, such as fighting at school, will be accepted. The JDC typically works with post-adjudicated youth who are 13.6 to 17 years old, have not been adjudicated for a felony violent offense, are assessed as needing drug treatment services, and have a minimum of six to twelve months of probation. These youth are identified as "deep-end" youth because of the recurring patterns of drug use and poor compliance to rules of probation, all while spiraling deeper into the justice continuum. They are determined to be in need of strict JDC supervision. Reasons for exclusion from the program include conviction of a felony sex crime, severe mental or emotional problems, major gang affiliation and lack of motivation for behavioral change.

Collaborative Planning – Engage all stakeholders in creating an interdisciplinary, coordinated, and systemic approach to working with youth and their families.

The Travis County Juvenile Drug Court (JDC) Judge facilitates the JDC team employing Robert's Rules of Order. Currently policy meetings are held on an as needed basis when necessary. The team utilizes these meetings to address any issues about quality assurance and/or barriers to effective programming and revise or fine tune any policies or procedures to support the goals and mission of the court from any team member. The Drug Court Coordinator provides regular information briefs and national data regarding drug courts to help ensure that members are kept current and able to effectively participate in discussions. Potential providers also use the meetings for presentations. Because of the Network of services, many vendors express an interest to participate and offer services to the youth and families. Many of these vendors come with an existing revenue stream or are eligible for 3rd party reimbursements. Funding decisions are not a part of the scope of work for the team as vendors may be required to participate in the Travis County Government Procurement process. The team is comprised of: the Judge; District Attorney (DA) Prosecuting Attorney; Juvenile Public Defender (JPD) or Defense Attorney; Drug Court Coordinator; Treatment Representatives; Evaluator; School Representatives; and Community Representatives. Travis County Juvenile Probation Department serves as the lead agency.

Community Partnerships – Build partnerships with community organizations to expand the range of opportunities available to youth and their families.

The JDC has built partnerships with community organizations to expand the range of opportunities available to youth and their families. The Juvenile Justice Integrated Network (JJIN) has already established a wide variety of relationships in the community. Efforts to increase community links is an on-going activity for the Network which enhances the service provision by leveraging existing services to expand or enhance services. The connecting link which ties all these services together is case management services. An independent vendor, the Workers' Assistance Program (WAP), provides case management services for the Network. A case manager is assigned to help the youth and family navigate through the necessary system of services. The case management services, provided by WAP for the Network includes varieties of activities which includes but are not limited to: linkage to collateral activities for all family members; advocacy to service agencies on behalf of the youth and family; coordination of all services to include attending weekly staffings with the JDC team; planning in conjunction with family members and Network partners; and crisis intervention for all family members.

Comprehensive Treatment Planning – Tailor interventions to the complex and varied needs of youth and their families.

The JDC tailors interventions to the complex and varied needs of youth and their families. Services to youth in the JDC are provided through the Juvenile Justice Integrated Network, a coordinated continuum of care. The Network is an integration of multiple providers that are able to meet many service needs of the youth and family. The programs offer a full continuum of on-site services, family services, education and counseling for adolescents needing outpatient and day or residential treatment. By integrating the treatment levels of each independent treatment program, the Network provides the JDC a seamless step up/down operation, which ultimately improves the effectiveness and efficiency of treatment.

Confidentiality – Establish a confidentiality policy and procedure that guard the privacy of the youth while allowing the drug court team to access key information.

The JDC confidentiality is assured through the utilization of the Consent to Release Information Form as required by 42 CFR Part 2 to include USC 290dd-2.

Cultural Competence – Create policies and procedures that are responsive to cultural differences and train personnel to be culturally competent.

The Travis County Juvenile Probation Department provides monthly training in an effort to increase the information, knowledge, and skills of its workforce. Network partners are offered opportunities to participate in the trainings and are offered training at their site to ensure maximum benefit of learning to manage the strengths of diversity. The training activities respond to how the JDC effectively responds to differences such as age, gender, sexual orientation, language, customs, literacy, disability and ethnic characteristics. Many youth in the JDC Program display a complex array of issues that affect their involvement and successful participation in the drug court program.

Professionals and community-based stakeholders must become knowledgeable about their characteristics and culture to include the always-changing culture of youth. When addressing the multiple issues of diversity, staff must be sensitive and informed enough to know when and how to react to cultural nuances that may be strange or different than their own. Those that participate regularly in the training activities will reflect their participation in their work. Participants will show movement in that they realize personal and organizational weaknesses in cultural competence and demonstrate attempts to improve. They will show that they accept and respect differences and the constantly expanding knowledge base which is critical when working in diverse settings.

Developmentally Appropriate Services – Tailor treatment to the developmental needs of adolescents.

The JDC tailors treatment to the developmental needs of adolescents. JDC recognizes that youth have different rates of emotional, cognitive and social development needs. Clinicians, mental health professionals, managers, and Juvenile Probation Officers staff and review a variety of assessments to include mental health and substance abuse assessments, social history, school records and discharge summaries from treatment providers to determine the youth's emotional, cognitive and social development needs in order to make appropriate recommendations for services for each youth. The goal of each provider in the JJIN includes services to prepare youth to meet the challenges of life upon release, in a productive and healthy way without returning to alcohol and/or other drug (AOD) use or criminal behavior. In order to achieve this goal, services will focus on the following important developmental areas: Emotional Growth to promote self-awareness, coping skills and self-esteem; Cognitive Restructuring to allow problem-solving, creative thinking and development of a meaningful personal value system; Social Development to acquire the ability to appropriately read and respond to social cues, eliminate violent behavior and live within structured environments. Each treatment program agrees to a drug-free facility and empowers clients to improve their lives and health by helping them maximize their levels of psychological, social, vocational and intellectual functioning. They encourage each client to work toward and reach realistic personal goals. To reach these goals, the providers emphasize acceptance of responsibility both for oneself and for the good of their peers in treatment.

Drug Testing – Design drug testing to be frequent, random, and observed. Document testing policies and procedures in writing.

The design of drug testing for the JDC is frequent, random and observed. The JDC participants undergo frequent, random, observed and regular drug testing by the treatment providers and the probation officers. Tests are conducted weekly until a clean specimen is provided which represents the benchmark for the offender. The frequency of testing changes as a result of progress or lack of progress. Drug testing will be administered anytime the juvenile is detained or after adjudication; testing also occurs during weekly probation office visits, randomly after advancement to the second phase of treatment and according to judicial orders. Treatment providers will test at their own discretion. The process for testing includes instructing the youth to wash hand before specimen collection; and ensuring that same sex staff will observe the juvenile by entering the restroom stall or by standing next to the urinal during collection. The JDC has procedures in place if a youth challenges a test result.

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.

Travis County Juvenile Treatment Court coordinates with the school system to ensure that each participant enrolls in and attends an educational program that is appropriate for his or her needs. Educational services are provided by the Austin Independent School District (AISD), which also participates in the JDC by helping to integrate educational services into the substance abuse treatment programs and by utilizing its resources to enhance the development of continuity in the area of education. Residential and the Day Enrichment programs host the educational and vocational programs on-site. Each youth will be screened upon entry to develop an Individual Education Plan with assistance from former teachers and counselors. When a participant completes residential or the Day Enrichment program, the AISD liaison coordinates with the school district to ensure that each participant enrolls and attends an educational program that is appropriate for his or her needs.

Family Engagement – Recognize and engage the family as a valued partner in all components of the program.

The JDC recognizes and engages the family as a valued partner in all components of the program. The Network has developed a comprehensive system of services for the substance abusing juvenile offenders and family members willing to engage themselves in the activities. Included in these services are various levels of substance abuse treatment, mental health, family services and independent case management. The Network has provided an opportunity to analyze youth that enter the Travis County Juvenile Probation Department and identify their needs through the Juvenile Assessment Center (JAC). Family involvement is critical to the positive outcome for youth. The critical assessment of the home environment must constitute a cultural assessment that enhances the JDC to incorporate the skills, strengths and resiliency of the family and environment. The family inclusion model for the JDC is part of the strategy employed to motivate youth. Often, the juvenile offender and family feel that they are in an adversarial relation with the juvenile justice system; however, the JDC accepts the challenge that all stakeholders are part of a team. There should be no "us versus them" attitude. In order to take on this concept effectively, the JDC must be able to provide a continuum of family based treatment and ancillary services. The JDC takes advantage of the strengths of the family and family values to enhance outcome with respect to treatment and supervision.

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.

JDC maintains a focus on the strengths of youth and their families during program planning and in every interaction between the court and those it serves. JDC is a child centered, family focused court that employs strength based concepts throughout the eligibility screening and assessment process; interviewing the youth in order to find out the youth's successes and accomplishments. In weekly court reviews, the team listens attentively to the youth and family, acknowledge their challenges and praise their accomplishments and abilities.

Gender Appropriate Services – Design treatment to address the unique needs of each gender.

Each treatment provider emphasizes in its programming aspects to ensure that they are gender and age-specific. Recognizing that the changing world of an adolescent requires flexibility, treatment components and group activities are designed to address the need for gender and age-specificity.

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.

Positive reinforcement valued by participants, such as verbal encouragement from the Judge and recognition from peers/probation officers, is embodied in the treatment model's progress. Incentives include advancement in levels of supervision/phases of treatment, certificates, activity passes, gift cards, Judge's recognition, reductions in drug testing frequency, "stepping-down" into less intense treatment, early discharge from probation, sealing juvenile's record after completion of the program, reduced appearances for status hearings and consistent recognition of progress. Graduated sanctions are used to enhance compliance. A strong system of support from judges, probation services and community-based providers is the foundation for success. By developing a fully integrated Network, the juvenile will have a better chance to reverse the progression of criminal and substance abusing behavior and address social, mental, and educational issues. Sanctions are applied for non-compliance. Criteria for sanctions include continued alcohol/drug use, failure to appear for Court, negative behavior, failure to advance through phases in the treatment program/levels of supervision, and missed treatment programs. Treatment providers apply sanctions as necessary and can recommend the need for JDC sanctions. A wide-range of sanctions are used to account for the nature of substance abusing juvenile offenders, who may be defiant due to adolescent behavior or inappropriate thinking and performance in the Network and JDC program. A wide-range of sanctions provides flexibility to ensure that youth are not expelled from the program until sanctions are exhausted. Sanctions include reproach from the Judge, changes in level of supervision/treatment, increased drug testing and community service, detention, and termination from JDC. Failure to appear at JDC can lead to a directive to apprehend being issued for arrest. Relapse or continued drug use may require a process of "stepping-up" |

Judicial Involvement and Supervision – Schedule frequent judicial reviews and be sensitive to the effect that court proceedings can have on youth and their families.

The JDC has frequent judicial involvement and supervision. The JDC team meets weekly to staff drug court juvenile probation officer caseloads. Each officer presents his or her caseload each week. This allows the JDC team an opportunity to review case information regularly and allows the JDC team staffing to move quickly and efficiently. The JDC convenes immediately following these meetings. The youth and the family are expected to appear regularly before the Judge. The frequency of appearances is based on the Phase and Level of Supervision, a participant has earned or if the Judge finds it necessary to require additional appearances. Appearances begin weekly until the participant has earned the privileges to have them reduced. Hearings are held with the entire JDC Team and appropriate service provider(s). Drug Court is convened in the evenings in order to allow for maximum parental participation.

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.

The Travis County Juvenile Probation Department's Research Unit oversees the collection, management, analysis, interpretation of statistical information for evaluation purposes for the JDC. Process evaluations are conducted on an ongoing basis that documents both the history of the program's development and progress on implementation of the program. The outcome evaluation is determined by completion of treatment or the drug court program, reduction in positive urine drug screens, reduction in recidivism, increase in school participation and other factors that contribute to the program's success. Data comes from various agency databases and from semi-structured interviews with team members and key court personnel. The evaluation results, including suggestions for improvement indicated by the data, will be shared with the JDC team to highlight areas of challenge and success. This enables team members to continually assess progress on goals and objectives, identify needed changes in program policies and procedures, and address problematic areas and continue/strengthen program components that are working well.

Teamwork – Develop and maintain an interdisciplinary, nonadversarial work team.

Travis County Juvenile Drug Court (JDC) has developed and continues to maintain interdisciplinary, non-adversarial work team. A key feature of the JDC is the non-adversarial relationship between the defense attorney and the prosecutor. This non-traditional approach allows for the emergence of a team concept focused on the best possible outcome for the youth and family. Additional strengths of the JDC include the aforementioned integrated concepts of treatment, supervision, sanctions and incentives in judicially supervised drug treatment court. Further, the required participation of the family in the drug court provides an opportunity to bolster the team concepts. The family is a part of the "team" and work in harmony to ensure successful discharge from the drug court program. Because of the integration concept there will need to be a convergence of disciplines, failure to do so, results in obstacles and barriers for the operation of a successful JDC. Each member of the JDC represents a discipline with its own philosophy for addressing the substance abusing offender and family that cannot be ignored. Fortunately, the goals of the disciplines are very similar however; the methods to accomplish the goals may vary. The effective operation of the integrated model requires substantial negotiations and agreement, then effective training and team building. The JDC have established guidelines and procedures that are agreed upon by all members and are documented in a Memorandum of Understanding resulting in a policy procedure manual. These guidelines and procedures enhance continuity and allows for the implementation of a team concept, which will prevent putting lawyer against lawyer, treatment against supervision with the child and family spiraling through the juvenile justice system and perhaps institutionalization. This integrated model of the JDC will take advantage of the best practices to include the utilization of the Juvenile Justice Integrated Network (JJIN).

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.

N/A

Drug Court Date

If the Drug Court has commenced operations, provide the date that this Drug Court was established.

5/21/2001

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.

The Honorable Texanna Davis

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.

Kathy Smith

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:

A large number of youth are using or abusing substances. Intervention, treatment, and case management are critical in the area of substance abuse when working with youth who are in contact with the juvenile justice system. These youth appear to cycle through the

justice system creating a strain on the court system, probation department, the family, and the community at large; in the form of a repetitive pattern of drug use and criminal behavior. Compounding the problem is inadequate parenting and lack of parental involvement which increases a child's likelihood of engaging in delinquent behavior. The ability to demonstrate success with this population is contingent upon therapeutic services available to not only delinquent youth, but also their families.

Supporting Data:

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

Enter your supporting data:

In FY05, substance abuse screenings conducted with juveniles referred to the Department determined that 43% (1206/2779) needed a comprehensive substance abuse assessment after being screened and identified as having a substance abuse related problem. In FY06, substance abuse screenings determined that 45% (1030/2301) needed a comprehensive substance abuse assessment after being screened and identified as having a substance abuse related problem. In FY07, substance abuse screenings determined that 46% (1227/2649) needed a comprehensive substance abuse assessment after being screened and identified as having a substance abuse related problem. In FY 07, a total of 43.6% (17/39) youth successfully completed the Juvenile Drug Court Program. In FY08, substance abuse screenings determined that 44.4% (1093/2461) needed a comprehensive substance abuse assessment after being screened and identified as having a substance abuse related problem. In FY08, a total of 47.4% (18/38) youth successfully completed the Juvenile Drug Court Program. In FY09, substance abuse screenings determined that 41% (927/2260) needed a comprehensive substance abuse assessment after being screened and identified as having a substance abuse related problem. In FY09, a total of 55.9% (38/68) youth successfully completed the Juvenile Drug Court Program. In FY10, substance abuse screenings determined that 48% (588/1219) needed a comprehensive substance abuse assessment after being screened and identified as having a substance abuse related problem. According to the most recent Annual Evaluation, a total of 55.9 % (38/68) youth successfully completed the Juvenile Drug Court Program. These graduates were multiple offenders with a history of chronic substance use. Improving family support and participation leads to improve outcome for substance abusing juvenile offenders. In FY11, substance abuse screenings determined that 48% (661/1388) needed a comprehensive substance abuse assessment after being screened and identified as having a substance abuse related problem. According to the most recent Annual Evaluation, a total of 70% (28/40) youth successfully completed the Juvenile Drug Court Program. These graduates were multiple offenders with a history of chronic substance use. Improving family support and participation leads to improved outcomes for substance abusing juvenile offenders. In FY12, substance abuse screenings determined that 35% (688/1993) needed a comprehensive substance abuse assessment after being screened and identified as having a substance abuse related problem. According to the most recent Annual Evaluation, a total of 53% (23/43) youth successfully completed the Juvenile Drug Court Program. These graduates were multiple offenders with a history of chronic substance use. Improving family support and participation leads to improved outcomes for substance abusing juvenile offenders. In FY13, substance abuse screenings determined that 28% (662/2410) needed a comprehensive substance abuse assessment after being screened and identified as having a substance abuse related problem. According to the most recent Annual Evaluation, a total of 67% (30/45) youth successfully completed the Juvenile Drug Court Program. These graduates were multiple offenders with a history of chronic substance use. Improving family support and participation leads to improved outcomes for substance abusing juvenile offenders..

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 FY12-FY15 Community Plan under Juvenile Justice Delinquency Prevention states in Priority C, "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 project goal is to improve outcome for substance abusing juvenile offenders by improving family support and participation in treatment services for the offender.

Cooperative Working Agreement (CWA):

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

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

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

Enter your cooperating working agreement(s):

n/a

Continuation Projects:

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

Enter your current grant's progress:

N/A - The current year's project is on schedule in accomplishing the stated objectives.

Project Summary:

Briefly summarize the entire application, including the project's problem statement, supporting data, goal, target group, activities, and

objectives. Be sure that the summary is easy to understand by a person not familiar with your project and that you are confident and comfortable with the information if it were to be released under a public information request.

Enter your summary statement for this project:

A large number of youth are using or abusing substances. Intervention, treatment, and case management are critical in the area of substance abuse when working with youth who are in contact with the juvenile justice system. These youth appear to cycle through the justice system creating a strain on the court system, probation department, the family, and the community at large; in the form of a repetitive pattern of drug use and criminal behavior. Compounding the problem is inadequate parenting and lack of parental involvement which increases a child's likelihood of engaging in delinquent behavior. The ability to demonstrate success with this population is contingent upon therapeutic services available to not only delinquent youth, but also their families. Improving family support and participation leads to improve outcome for substance abusing juvenile offenders. According to the most recent Annual Evaluation, a total of 67% (30/45) youth successfully completed the Juvenile Drug Court Program. These graduates were multiple offenders with a history of chronic substance use. The proposed project reflects the efforts as demonstrated under the Community Plan's funding priorities and supports the following: a continuation of the comprehensive assessment process; services for juveniles with both substance abuse and mental health treatment needs; and continuum of care initiatives, and research- and outcome-based programming. TCJPD primarily seeks funds that will allow an increase in the number of offenders who can participate in the Drug Court program by increasing the availability of substance abuse services for participating youth and their families. Specifically, the grant will allow TCJPD to contract with a provider of intensive in-home family services. This collaboration will increase opportunities to improve the functioning of the juvenile's family system by engaging the family construct in more positive approaches to living. Upon acceptance into the Drug Court Program, youth will be supervised by the Travis County Juvenile Probation Officers (JPO), placed in an appropriate outpatient substance abuse program, and provided in-home family counseling services. The youth and a family member will go before the Judge weekly, or as determined by the level the youth is on in the program. The JPO makes up to 3 contacts weekly with the youth in school, at home, in the probation office, in the community, or at the substance abuse treatment location. Drug screens will be completed weekly. A range of services, sanctions, and incentives are blended together to enhance a successful outcome. Family support and participation in services is enhanced through in-home family counseling designed to strengthen the family. Additionally, TCJPD seeks funding to sustain two positions that were funded through the Office of Juvenile Justice Delinquency and Prevention from 10/1/2010-9/30/14. The grant under which these positions were funded is in its final year; these positions are needed to support the drug court in the following manner: The Chemical Dependency Counselor (CDC) Sr. position administers the GAIN Assessment, assists in implementing the A-CRA/ACC treatment model and assists in increasing the capacity in the Day Enrichment program. The Juvenile Probation Officer (JPO) Lead position will serve as an assistant to the Drug Court Coordinator to assist with the drug court daily operations and supervision of Juvenile Probation Officers assigned to the Drug Court Unit.

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

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.

65

The Juvenile Drug Court team consists of a Judge, an Assistant District Attorney, a Juvenile Public Defender, the Drug Court Coordinator, Juvenile Probation Officers, and Treatment Providers. The JDC team encourages participation by all of the team members during the team meetings and during court. The Judge is considered the drug court Team Leader, who is responsible for facilitating weekly reviews, supervise and reinforce treatment requirements and rules of probation. The Judge uses the Court as a therapeutic tool to support the improved and successful behavior of the juvenile offender. The Judge uses both sanctions and incentives to encourage compliance and successful completion of the drug court program. The Judge's role includes being the taskmaster, the head cheerleader, mentor and even special confidante. The Judge rewards successes during interaction with the youth and family and immediately employs sanctions for non-compliance. The Judge serves as mediator between the defense attorney and prosecutor to ensure that a team-effort is at the root of all decisions. Prior to status reviews, the Judge reviews treatment and probation data as generated in a report from an Access database by the Drug Coordinator or designee. The Assistant District Attorney (DA) serves as a member of the team and works cooperatively to assess cases that appear appropriate for the Drug Court program. The responsibility of the DA is to protect the public's safety by ensuring that each candidate is appropriate for the program and complies with all the drug court requirements. The DA will file petitions for program expulsions when deemed necessary, while taking a non-adversarial approach to serving as a drug court team member. The DA will participate in weekly hearings and will review treatment and probation data as generated in Access. The DA is a member of the screening team. The Juvenile Public Defender (JPD) has the responsibility to protect the participant's due process rights while encouraging full participation. The JPD serves the client by getting them to recognize the best outcome for an improved life not simply the best legal result. As a team member, the JPD uses a non-adversarial approach in order to help the client to remain compliant. The JPD regularly participates in weekly reviews; explains requirements to the youth and family. The JPD monitors sanctions imposed by the program. When a youth is successful, the JPD represents the youth at the final Court appearance. The JPD review treatment and probation data as generated in Access. JPD is a member of the screening team. Drug Court Casework Manager coordinates and monitors the operation of the Drug Court, supervises Drug Court staff, participates in Drug Court judicial staff meetings, 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. Juvenile Probation Officers (JPOs) supervise all of the participants in the program to ensure that they are complying with all of the requirements of the program and court orders. JPOs conduct random urinalysis tests on participants, conduct field visits, home visits, school visits, treatment visits, office visits and curfew checks on participants based on their level of probation. Participate in weekly court reviews. The Treatment Representative is the liaison between substance abuse treatment and juvenile probation. The treatment providers are responsible for generating weekly treatment reports for the team and responding to the Drug Court team as the substance abuse treatment professional. The School Representative serves as a liaison for the Drug Court and the school district. The representative works to help the Drug Court overcome barriers and move to elicit cooperation throughout the school district. Provide the average caseload size for a full-time case manager/probation officer assigned to this project.

15

Provide your project's policy on drug testing participants.

Participants on level I in the program receive 3 random drug tests a week. Participants on level II in the program receive 2 random drug tests a week. Participants on level III in the program receive 1 random drug test a week.

Describe the process you will use to determine your project's effectiveness.

Travis County Juvenile Drug Court effectively serves post-adjudicated juveniles with co-occurring disorders and substance abuse issues. The strength based program utilizes accountability by providing weekly reviews, intensive supervision, and immediate linkage of substance abuse services to increase the participation in treatment, education, and compliance with conditions of probation.

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.)

619780

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.)

In FY13, Travis County Juvenile Probation Department (TCJPD) used the County's general funds of \$179,572 to pay for the Drug Court program. In addition, TCJPD received \$126,643 from OJJDP and \$247,137 from SAMHSA.

List the treatment resources used for this project (e.g., ATR, TAIP, in-house, etc.).

Association for the Advancement of Mexican America's (AAMA), ATCIC Adolescent Outpatient Treatment Program, Austin Travis County Mental Health and Mental Retardation, Clean Investments Counseling Center (CICC), Choice's Adolescent Center, Phoenix Academy, Providence of Texas, Riverside General Hospital, Houston Texas, Workers Assistance Program (WAP), Austin Urban League, Reed Adolescent Center, Travis County Day Enrichment Program and Southwest Keys Program, Travis County Intermediate Sanctions Program (ISC), Nexus Recovery Center and Travis County Mentor Network.

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.)

155368

Of the fees collected in your county, provide the amount that was directed to your project?

0

Describe how your project used those fees?

Fees are collected by the County Treasurer at the county level and used for General Revenue.

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
		The Travis County Juvenile Probation Department will screen and then assess youth through the Juvenile

Specialty Court - Juvenile	100.00	Assessment Center. Youth determined to be in need of substance abuse services, family services, and specialized supervision will be referred to the Drug Court Program. Upon acceptance into Drug Court Program, youth will be supervised by the Drug Court Supervision Unit, and placed in In-Home Family Counseling Services. Youth and a family member will go before the Judge weekly or as determined by the phase of completion. Travis County Juvenile Probation Officers make up to 3 contacts weekly with the youth in school, at home, in the probation office, in the community, or at the substance abuse treatment location. Drug screens are completed weekly. A range of services, sanctions, and incentives are blended together to enhance a successful outcome. Family support and participation in services are enhanced through In Home Family Counseling designed to strengthen the family. After successful completion, graduation ceremonies are held and the community supporters as well as the team of professionals are invited to witness the commencement activity for the youth and family that successfully complete the Program and terms of Probation.
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Geographic Area:
Travis County, Texas

Target Audience:
Substance abusing juvenile offenders

Gender:
Males and females

Ages:
Youth aged 10 through 17

Special Characteristics:
The Drug Court includes services to youth with substance abuse and co-occurring mental health problems.

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 new enrollments in the program.	31	33
Number of participants in the program. ("Participants" should include the number in the program at the beginning of the reporting period plus the number of enrollments - example: total number served.)	67	71
Number of people assessed for eligibility to participate in the program.	67	71
Number of specialty court slots.	45	45

Custom Objective Output Measures

CUSTOM OUTPUT MEASURE	CURRENT DATA	TARGET LEVEL
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Objective Outcome Measures

OUTCOME MEASURE	CURRENT DATA	TARGET LEVEL
Number of program youth completing program requirements.	30	32
Number of program youth who reoffend.	29	31
Number of program youth with whom a best practice was used.	67	71
Number of programs / initiatives employing best practices.	7	7

CUSTOM OUTCOME MEASURE	CURRENT DATA	TARGET LEVEL
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Certification and Assurances

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

Resolution from Governing Body

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; 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)

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.

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 (\$):

Fiscal Capability Information

Organizational Information

Enter the Year in which the Corporation was Founded:

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

Enter the Employer Identification Number Assigned by the IRS:

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

Accounting System

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

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

Select the appropriate response:

- Yes
 No

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

Select the appropriate response:

- Yes
 No

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

Select the appropriate response:

- Yes
 No

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

Enter your explanation:

Financial Capability

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

Has the grant agency undergone an independent audit?

Select the appropriate response:

- Yes
 No

Does the organization prepare financial statements at least annually?

Select the appropriate response:

- Yes
 No

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

Select the appropriate response:

- Yes
 No

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

Enter your explanation:

Budgetary Controls

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

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

a) Total funds authorized on the Statement of Grant Award?
 Yes
 No

b) Total funds available for any budget category as stipulated on the Statement of Grant Award?
 Yes
 No

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

Enter your explanation:

Internal Controls

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

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

Select the appropriate response:

Yes
 No

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

Select the appropriate response:

Yes
 No

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

Enter your explanation:

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Indirect Costs	Approved Rate - 2% or Less	The indirect costs cover administrative expenses related to the program management which includes grant reporting requirements, financial reconciliation, etc. Travis County Juvenile Probation Department's actual indirect cost rate is 2.2% for grants.	\$4,737.00	\$0.00	\$0.00	\$0.00	\$4,737.00	0
Personnel	Certified Peace Officer - All Others	A Juvenile Probation Officer, Lead will serve as an assistant to the Drug Court Coordinator in daily operations and supervision of Juvenile Probation Officers assigned to the Drug Court. \$47,201 is requested for salary and \$20,063 is requested for benefits in total for this position. This individual will work solely on this grant and contribute 100% effort to this grant.	\$67,264.00	\$0.00	\$0.00	\$0.00	\$67,264.00	100
	Counselor	A Senior Chemical Dependency Counselor will assist in developing unique treatment plans for each youth in the program. They will work with community Partners to match the individual needs of the						

Personnel	and/or Therapist (licensed)	youth to the services available. \$44,505 is requested for salary and \$19,090 is requested for benefits in total for this position. This individual will work solely on this grant and contribute 100% effort to this grant.	\$63,595.00	\$0.00	\$0.00	\$0.00	\$63,595.00	100
Contractual and Professional Services	Drug Analysis or Employee Drug Testing Services	Urinary Analysis Kits- 2500 kits @ \$2.40/kit, for drug testing juveniles in the program. This will allow staff to ensure youth in the program are following their	\$6,000.00	\$0.00	\$0.00	\$0.00	\$6,000.00	0
Personnel	Manager	The match is provided through the salary and benefits for an existing Drug Court Casework Manager at an allocated 30% effort. The value of the Drug Court Casework Manager effort is \$19,748 is provided through salary and \$7,096 is provided through benefits.	\$0.00	\$26,844.00	\$0.00	\$0.00	\$26,844.00	30
Contractual and Professional Services	Substance Abuse-Related Case Management, Counseling, Outpatient, and/or Treatment Services	Contracted Services will include case management, family strengthening and preservation counseling, problem solving, intervention, and case coordination of needed additional services. The contractor will also participate in multidisciplinary staff and administer strength based assessments of families. The contractual funds may also include in home services and substance abuse treatment for Drug Court clients.	\$100,000.00	\$0.00	\$0.00	\$0.00	\$100,000.00	0

Source of Match Information

Detail Source of Match/GPI:

DESCRIPTION	MATCH TYPE	AMOUNT
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Summary Source of Match/GPI:

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

Budget Summary Information

Budget Summary Information by Budget Category:

CATEGORY	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL

Contractual and Professional Services	\$106,000.00	\$0.00	\$0.00	\$0.00	\$106,000.00
Indirect Costs	\$4,737.00	\$0.00	\$0.00	\$0.00	\$4,737.00
Personnel	\$130,859.00	\$26,844.00	\$0.00	\$0.00	\$157,703.00

Budget Grand Total Information:

CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
\$241,596.00	\$26,844.00	\$0.00	\$0.00	\$268,440.00

Condition Of Fundings Information

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

COMPREHENSIVE CERTIFICATION AND ASSURANCES

ASSURANCES

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

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

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

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

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

CERTIFICATIONS

1. **DRUG-FREE WORKPLACE** - The applicant certifies that it will provide a drug-free workplace by:
 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
 - B. Establish a drug-free awareness program to inform employees about:
 - i. the dangers of drug abuse in the workplace;
 - ii. the applicant's policy of maintaining a drug-free workplace;
 - iii. any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. the penalties that may be imposed upon employees for drug abuse violations.
 - C. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a).
 - D. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - i. abide by the terms of the statement, and
 - ii. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction.
 - E. Notifying the agency within ten days after receiving notice under subparagraph (d) (ii) from an employee or otherwise receiving actual notice of such conviction.
 - F. Taking one of the following actions with respect to any employee who is so convicted:
 - i. taking appropriate personnel action against such an employee, up to and including termination; or
 - ii. requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
 - G. Making a good faith effort to continue to maintain a drug-free workplace through the implementation of paragraphs (a), (b), (c), (d), (e), and (f).
2. **LOBBYING** - The applicant certifies that:
 - A. It will not use grant funds, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government, without the express prior approval of the Criminal Justice Division.
 - B. If any non-grant funds have been or will be used in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government, it will notify the Criminal Justice Division to obtain the appropriate disclosure form.
 - C. It will include the language of paragraphs A. and B. of this section in the award documents for all sub-awards at all tiers and will require all sub-recipients to certify accordingly.

RESOLUTION

WHEREAS, the Commissioners of Travis County find it in the best interest of the citizens of Travis County that the Juvenile Drug Court and In-Home Family Services program be operated; and

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

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

WHEREAS, County Commissioners of Travis County designates 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 Drug Court and In-Home Family Services program to the Office of the Governor, Criminal Justice Division.

Signed by: _____

Travis County Judge

Passed and Approved this 18th of February, 2014

Grant Application Number: 1731811



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:	Trauma Informed Assessment and Response program		
Grant Period:	From: <input type="text" value="Sep 1, 2014"/>	To: <input 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:	\$ 35,823.08	\$ 0.00	\$ 0.00	\$ 0.00	\$ 35,823.08
Operating:	\$ 72,750.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 72,750.00
Capital Equipment:	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Indirect Costs:	\$ 2,171.46	\$ 0.00	\$ 0.00	\$ 0.00	\$ 2,171.46
Totals:	\$ 110,744.54	\$ 0.00	\$ 0.00	\$ 0.00	\$ 110,744.54
FTEs:	0.50	0.00	0.00	0.00	0.50

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"/>	RP	
County Attorney	<input checked="" type="checkbox"/>	BW	

Performance Measures					
#	Measure	Actual FY 12 Measure	Actual FY 13 Measure	Projected FY 14 Measure	Projected FY 15 Measure
+ -	Applicable Departmental Measures				
1.	Number of program youth referred	n/a	551	514	557
2.	Number of program youth screened/assessed	n/a	291	187	294
3.	Number of program youth served	n/a	70	100	100
4.	Number of program youth with formal psychological/ psychiatric evaluations	n/a	22	100	30
+ -	Measures for the Grant				
1.	Number of program youth completing program requirements	n/a	25	53	53
	Outcome Impact Description	To reduce the need for out of home placement and the likelihood of recidivating for juveniles with a trauma-based diagnosis.			
2.	Number of youth complying with an aftercare plan	n/a	25	53	53
	Outcome Impact Description	To increase the supervision success rate for juveniles with a trauma-based diagnosis.			
3.	Number of program youth exhibiting a decrease in antisocial behavior	n/a	17	64	64
	Outcome Impact Description	To reduce the need for out of home placement and the likelihood of recidivating for juveniles with a trauma-based diagnosis.			
4.	Number of program youth exhibiting a decrease in substance use	n/a	6	58	58
	Outcome Impact Description	To improve access to substance abuse treatments and related services that will address the juveniles' exposure to trauma.			
5.	Number of program youth exhibiting an improvement in family relationships	n/a	17	55	55
	Outcome Impact Description	To improve family functioning through access to therapeutic services that will address the juveniles' exposure to trauma.			
6.	Number of program youth exhibiting an improvement in social competencies	n/a	19	59	59
	Outcome Impact Description	To reduce the need for out of home placement and the likelihood of recidivating for juveniles with a trauma-based diagnosis.			
7.	Number of participants that successfully complete the program	n/a	25	30	30
	Outcome Impact Description	To increase community safety.			

PBO Recommendation:

The Juvenile Probation Department is requesting Commissioners Court approval of a continuation grant application with the Office of the Governor, Criminal Justice Division, to continue to develop a trauma-informed infrastructure that will help identify youth who have been exposed to trauma and provide intervention services for these individuals. The program will leverage the existing collaborative efforts between TCJPD, CPS, and CASA.

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

The total grant application is for \$110,744.54, with a required 2% indirect cost amount of \$2,171.46. There is no cash match or long term County funding requirement for this grant.

PBO recommends approval of the application.

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

The goal of Trauma Informed Assessment and Response is to develop a trauma-informed infrastructure that will aid in the identification of youth who have been exposed to trauma and provide targeted services for intervention. Identifying and directing care toward the needs of these youth will provide linkages to services that appropriately target trauma, improve behavioral and emotional functioning of both youth and their families, and empower parents and youth to develop better coping strategies. Eligible youth will be directed to services that include more rigorous psychological evaluation, psychiatric evaluation, trauma-based therapy, youth advocacy, alternative therapies (e.g., equine, music, or art therapy), and other services based on individual needs. If appropriate and beneficial for TCJPD and its youth, youth from other programs may use the services from this grant as well.

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

The grant will pay for a .50 FTE senior counselor and/or therapist (licensed), who will be paid solely out of this grant, a contract with CASA of Travis County to provide a guardian ad litem for program participants, a contract with Dr. Casey O'Neal to provide intensive psychological and/or psychiatric evaluations, and trauma based/ alternative therapeutic services to program participants for a total cost of \$110,744.54.

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.

No match is required.

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

2% indirect costs have 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 continuation funding for personnel, contractual, and services through proposals submitted to the Federal and State government, as well as private foundations. As previously presented to the Court, the County will have the opportunity to consider investment in the staff positions as well as other areas of Special Services Division.

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

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



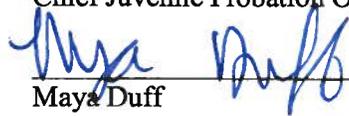
TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

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
Program Coordinator

SUBJECT: Approval of Grant Application to Continue FY15 Trauma Informed Assessment and Response program

DATE: February 3, 2014

Attached is the Travis County Juvenile Probation Department's FY15 grant application to the Office of the Governor, Criminal Justice Division for the Trauma Informed Assessment and Response program. \$110,744.54 has been requested to fund one part-time senior counselor/therapist and contracted vendors to provide psychological examinations and trauma based therapy to youth.

This funding will be used to develop a trauma-informed infrastructure that will aid in the identification of youth who have been exposed to trauma and provide targeted services for intervention. Identifying and directing care toward the needs of these youth will provide linkages to services that appropriately target trauma, improve behavioral and emotional functioning of both youth and their families, and empower parents and youth to develop better coping strategies. Eligible youth will be directed to services that include more rigorous psychological evaluation, psychiatric evaluation, trauma-based therapy, youth advocacy, alternative therapies (e.g., equine, music, or art therapy), and other services based on individual needs.

Please review this item and place it on the **February 18, 2014** 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
Lisa Eichelberger
Darryl Beatty
Britt Canary
Sylvia Mendoza
Israel Ramirez
Grant File



Agency Name: Travis County
Grant/App: 2577203 **Start Date:** 9/1/2014 **End Date:** 8/31/2015

Project Title: Trauma Informed Assessment and Response
Status: Application Pending Submission

Eligibility Information

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

Application Eligibility Certify:

Created on:12/18/2013 9:59:21 AM By:Maya Duff

Profile Information

Applicant Agency Name: Travis County
Project Title: Trauma Informed Assessment and Response
Division or Unit to Administer the Project: Juvenile Probation Department
Address Line 1: 2515 South Congress Avenue
Address Line 2:
City/State/Zip: Austin Texas 78704-5513
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:

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

Funding Levels

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

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

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

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

Program Requirements

Preferences

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

Juvenile Justice Board Priorities

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

Diversion - Programs to divert 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:

TCJPD uses a multidisciplinary team approach with all grants in regard to implementation. Members of the core grant management team are: Maya Duff (Grant Coordinator), Israel Ramirez (Financial Grant Manager), Rachael Druckhammer (Researcher), Pete Cortez (Information Technology), and Bobby Zhu (Application Development).

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.

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 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.

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 the Juvenile Justice Program Local and Statewide Solicitations.

I certify to all of the above eligibility requirements.

Problem Statement:

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

Enter your problem statement:

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

Supporting Data:

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

Enter your supporting data:

The Travis County Juvenile Probation Department (TCJPD) works with a significant number of youth who have been identified as having mental health issues. In State FY13, there were 2,174 juveniles referred to TCJPD, representing 3,967 referrals. Of the 1,977 youth screened, it was determined that 28% (551) had a mental health need. A more intensive assessment was conducted with 53% (291) of these youth; 225 youth were assessed with a mental health assessment and 115 youth were assessed with a psychological. Of those assessed, 20% received a trauma-based diagnosis (e.g., neglect, sexual abuse, physical abuse, and post-traumatic stress disorder). However, it is estimated that more than 60 percent of youth involved in the juvenile justice system nationwide have experienced some form of trauma. With enhanced trauma-based tools, we anticipate the number of Travis County Juvenile Probation youth properly identified as having a trauma-based diagnosis will increase substantially. Better assessment and diagnosis will allow for more targeted recommendations and interventions. Youth with a history that includes trauma have more complex need and require therapeutic services to specifically address their exposure to trauma. Youth with an identified mental health need, including those who have experienced trauma, have a higher rate of recidivism (9%) than those without an identified need (5%).

Community Plan:

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

Enter your community planning needs:

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

Goal Statement:

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

Enter a description for the overall goals and objectives:

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

Cooperative Working Agreement (CWA):

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

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

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

Enter your cooperating working agreement(s):

n/a

Continuation Projects:

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

Enter your current grant's progress:

N/A; this grant is on schedule with meeting its stated objectives.

Project Summary:

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

Enter your summary statement for this project:

Youth referred to the juvenile system have complex mental health needs, and those with a history of trauma require specific therapeutic services to address their exposure to trauma. Of the youth receiving comprehensive assessments, 20% been identified as experiencing trauma such as family violence, abuse, neglect, and post-traumatic stress disorder. It is estimated that more than 60 percent of youth involved in the juvenile justice system nationwide have experienced some form of trauma. We believe that there is a large number of youth in Travis County that our current assessment process is unable to identify as having experienced trauma. Without effective interventions, a traumatic experience will likely manifest as behavioral problems, poor social skills, cognitive issues, relational conflicts, violent outbursts or self-injurious or suicidal behaviors. This may also lead to serious mental health issues including: anxiety, depression, or suicidal ideations. A more rigorous assessment process will identify a larger number of youth who have experienced trauma. Collaboration between TCJPD, CPS, and CASA will allow the Trauma Informed Assessment and Response program to provide more intensive services to address the needs of these children. Youth identified as needing comprehensive assessment will participate in a Mental Health Assessment (MHA). The MHA will incorporate an evidence-based trauma assessment tool administered by a qualified mental health professional. The addition of a part-time counselor will ensure all assessments are conducted in a timely manner. Once identified, eligible youth will be referred to the program. Upon acceptance to the program, youth will be directed to one of two tracks. Participants in the first track, youth with trauma exposure who have a mental health need and do not have CPS involvement, will be provided trauma-focused therapy and/or alternative therapies in addition to intensive case management, school advocacy for special education services, and linkages to other community agencies that will help support the youth and family. Youth in the second track, those with CPS involvement, will be assigned a CPS case worker and a CASA guardian ad litem appointed by a judge, in addition to the services provided in track one. This guardian ad litem will provide legal, educational, medical, mental health, and placement advocacy for eligible youth. All youth will also receive an intensive psychological evaluation while in the program when appropriate, as some youth may have already had psychological evaluations conducted. On occasions when youth receive the psychological evaluation prior to the enhanced MHA, they will not need to complete the enhanced MHA and will be referred to the program as appropriate. Through this program all youth will have more effective case plans and treatment modalities to address trauma, linkages to appropriate services based on individual need, and probation officers to track progress in the program. Youth are expected to participate in the program for up to nine months; by limiting the length of stay in the program, we hope to limit youths' amount of exposure to the juvenile justice system. Use of trained trauma therapists and evidence-based alternative therapies will provide an intervention for youth who have been previously under-identified or misdiagnosed. Therapy for children who have histories including

trauma must address unresolved issues related to exposure to traumatic events. Exposure to traumatic events may lead to difficulties trusting or attaching to others, an impaired sense of self, lack of appropriate boundaries, and the use of maladaptive coping skills. Alternative therapies complement traditional therapy by giving children additional tools for coping with emotional distress stemming from exposure to trauma. These therapies include equine, art, and music therapy. Equine therapy assists children in processing traumatic experiences by providing positive interactions with animals that can decrease stress and negative feelings, while building trust, self-esteem, and compassion. Art therapy encourages communication of thoughts and feelings through artistic expression. Music therapy combines both words and sounds to deliver a message in a non-threatening manner to increase self-expression and communication. Youth and families without access to transportation will be given bus passes so that they can attend therapy sessions.

Project Activities Information

Reserved

This section left intentionally blank.

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Professional Therapy and Counseling	100.00	Youth referred to the Travis County Juvenile Probation Department will be screened with the Massachusetts Youth Screening Instrument - Second Version (MAYSI-2). When indicated by the MAYSI-2, a follow-up evaluation will be conducted by a counselor in the Juvenile Assessment Center to determine the need for more comprehensive assessment. Youth identified as needing comprehensive assessment will participate in a Mental Health Assessment (MHA). The MHA will incorporate an evidence-based trauma assessment tool administered by a qualified mental health professional. Those who indicate a trauma history will receive a more rigorous trauma focused psychological or psychiatric evaluation, and will be linked to appropriate services based on the results of this evaluation. Youth participating in the Trauma Informed Assessment and Response program will receive targeted services based on need. These services will include individual, family, and group counseling, links to community support, education programming, and alternative therapies such as equine, art, and/or music therapy. Additionally, youth with CPS involvement will have a CASA guardian ad litem appointed by a judge. The program will create more effective case plans and provide trauma-informed care. Therapists will provide weekly feedback on progress and casework managers will follow-up on areas of concern. Program length of stay is based on the needs of the youth and family and is expected to be no longer than nine months. Programming will include the development of effective aftercare plans for youth to successfully transition out of the juvenile justice system.

Geographic Area:

Travis County

Target Audience:

Pre-adjudicated and Adjudicated offenders

Gender:

Male and Female

Ages:

10-17

Special Characteristics:

Identified as having trauma based mental health disorders

Measures Information

Progress Reporting Requirements

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

Objective Output Measures

OUTPUT MEASURE	CURRENT DATA	TARGET LEVEL
Number of program youth referred.	551	557
Number of program youth screened / assessed.	291	294
Number of program youth served.	70	100
Number of program youth with formal psychological / psychiatric evaluations.	22	30

Custom Objective Output Measures

CUSTOM OUTPUT MEASURE	CURRENT DATA	TARGET LEVEL
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Objective Outcome Measures

OUTCOME MEASURE	CURRENT DATA	TARGET LEVEL
Number of program youth completing program requirements.	25	53
Number of program youth complying with aftercare plan.	25	53
Number of program youth exhibiting a decrease in substance use.	6	58
Number of program youth exhibiting an improvement in family relationships.	17	55
Number of program youth exhibiting an improvement in social competencies.	19	59
Number of program youth who offend or reoffend.	7	30

Custom Objective Outcome Measures

CUSTOM OUTCOME MEASURE	CURRENT DATA	TARGET LEVEL
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Certification and Assurances

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

Resolution from Governing Body

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

Lobbying

For applicant agencies requesting grant funds in excess of \$100,000, have any federally appropriated funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

Select the Appropriate Response:

- Yes
- No
- N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, loan, or cooperative agreement?

Select the Appropriate Response

- Yes
- No
- N/A

Fiscal Year

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

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

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:

FFATA Certification

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

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

- Yes
- No

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

- Yes
- No

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

Position 1 - Name:

Position 1 - Total Compensation (\$):
0

Position 2 - Name:

Position 2 - Total Compensation (\$):
0

Position 3 - Name:

Position 3 - Total Compensation (\$):
0

Position 4 - Name:

Position 4 - Total Compensation (\$):
0

Position 5 - Name:

Position 5 - Total Compensation (\$):
0

Fiscal Capability Information
Organizational Information

Enter the Year in which the Corporation was Founded:

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

Enter the Employer Identification Number Assigned by the IRS:

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

Accounting System

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

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

Select the appropriate response:

- Yes
- No

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

Select the appropriate response:

- Yes
- No

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

Select the appropriate response:

- Yes
- No

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

Enter your explanation:

Financial Capability

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

Has the grant agency undergone an independent audit?

Select the appropriate response:

- Yes
- No

Does the organization prepare financial statements at least annually?

Select the appropriate response:

- Yes
- No

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

Select the appropriate response:

- Yes
- No

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

Enter your explanation:

Budgetary Controls

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

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

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

- Yes
- No

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

- Yes
- No

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

Enter your explanation:

Internal Controls

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

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

Select the appropriate response:

- Yes
- No

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

Select the appropriate response:

- Yes
- No

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

Enter your explanation:

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Indirect Costs	Approved Rate - 2% or Less	Indirect costs at 2% of budget	\$2,171.46	\$0.00	\$0.00	\$0.00	\$2,171.46	0
	Counselor and/or	Part-Time Senior Counselor, paid solely out of grant funds. \$21,627						

Personnel	Therapist (licensed)	is requested for salary and \$14,135 is requested for benefits. This is a part-time counselor.	\$35,823.08	\$0.00	\$0.00	\$0.00	\$35,823.08	50
Contractual and Professional Services	Court Personnel (e.g., Advocate, Coordinator, Officer, Reporter)	CASA Guardian Ad Litem (advocate) for youth in the program.	\$15,000.00	\$0.00	\$0.00	\$0.00	\$15,000.00	0
Contractual and Professional Services	Mental Health Assessment Services	Contracted psychologist will provide intensive evaluations for 30 youth in the program at \$575 each.	\$17,250.00	\$0.00	\$0.00	\$0.00	\$17,250.00	0
Contractual and Professional Services	Non-Substance Abuse-Related Case Management, Forensic Interviews, Counseling, Outpatient, and/or Treatment Services	Equine therapy for up to 15 youths at \$85/session one session per week for up to 12 weeks. Youths who have been exposed to trauma can benefit from alternative therapies that give them additional coping tools. Equine therapy assists children in processing traumatic experiences by providing positive interactions with animals that can decrease stress and negative feelings while building trust, self-esteem, and compassion.	\$15,300.00	\$0.00	\$0.00	\$0.00	\$15,300.00	0
Contractual and Professional Services	Non-Substance Abuse-Related Case Management, Forensic Interviews, Counseling, Outpatient, and/or Treatment Services	Music or art therapy for up to 15 youths at \$65/session one session per week for up to 12 weeks. Youth who have been exposed to trauma can benefit from alternative therapies that give them additional coping tools. Art therapy encourages communication of thoughts and feelings through artistic expression, while music therapy combines both words and sounds to deliver a message in a non-threatening manner to increase self-expression and communication.	\$11,700.00	\$0.00	\$0.00	\$0.00	\$11,700.00	0
Contractual and Professional Services	Non-Substance Abuse-Related Case Management, Forensic Interviews, Counseling, Outpatient, and/or Treatment Services	Trauma-Informed therapy for up to 15 youths at \$75/session one session per week for up to 12 weeks. Youth will receive therapy between in or out of placement facilities. The trauma-informed therapists will address unresolved issues related to exposure to traumatic events.	\$13,500.00	\$0.00	\$0.00	\$0.00	\$13,500.00	0

Source of Match Information

Detail Source of Match/GPI:

DESCRIPTION	MATCH TYPE	AMOUNT
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Summary Source of Match/GPI:

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

Budget Summary Information by Budget Category:

CATEGORY	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Contractual and Professional Services	\$72,750.00	\$0.00	\$0.00	\$0.00	\$72,750.00
Indirect Costs	\$2,171.46	\$0.00	\$0.00	\$0.00	\$2,171.46
Personnel	\$35,823.08	\$0.00	\$0.00	\$0.00	\$35,823.08

Budget Grand Total Information:

CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
\$110,744.54	\$0.00	\$0.00	\$0.00	\$110,744.54

Condition Of Fundings Information

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

COMPREHENSIVE CERTIFICATION AND ASSURANCES

ASSURANCES

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

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

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

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

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

CERTIFICATIONS

1. **DRUG-FREE WORKPLACE** - The applicant certifies that it will provide a drug-free workplace by:
 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
 - B. Establish a drug-free awareness program to inform employees about:
 - i. the dangers of drug abuse in the workplace;
 - ii. the applicant's policy of maintaining a drug-free workplace;
 - iii. any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. the penalties that may be imposed upon employees for drug abuse violations.
 - C. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a).
 - D. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - i. abide by the terms of the statement, and
 - ii. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction.
 - E. Notifying the agency within ten days after receiving notice under subparagraph (d) (ii) from an employee or otherwise receiving actual notice of such conviction.
 - F. Taking one of the following actions with respect to any employee who is so convicted:
 - i. taking appropriate personnel action against such an employee, up to and including termination; or
 - ii. requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
 - G. Making a good faith effort to continue to maintain a drug-free workplace through the implementation of paragraphs (a), (b), (c), (d), (e), and (f).
2. **LOBBYING** - The applicant certifies that:
 - A. It will not use grant funds, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government, without the express prior approval of the Criminal Justice Division.
 - B. If any non-grant funds have been or will be used in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government, it will notify the Criminal Justice Division to obtain the appropriate disclosure form.
 - C. It will include the language of paragraphs A. and B. of this section in the award documents for all sub-awards at all tiers and will require all sub-recipients to certify accordingly.

RESOLUTION

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

WHEREAS, the Commissioners of Travis County have agreed 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, the 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 Trauma Informed Assessment and Response program to the Office of the Governor, Criminal Justice Division.

Signed by: _____

Travis County Judge

Passed and Approved this 18th day of February, 2014

Grant Application Number: 2577203



Travis County Commissioners Court Agenda Request

Meeting Date: 2/18/14

Prepared By/Phone Number: Cynthia Lam-Roldan, 854-4822 *CL*

Elected/Appointed Official/Dept. Head: Leslie Browder, 854-9106 *LB*

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 salary adjustment from Travis County Sheriff's Office for a variance to Travis County Code § 10.03002, salary adjustment greater than 10% above midpoint.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Attached are Personnel Amendments for Commissioners Court approval.

A. Routine Personnel Actions – Pages 2 – 6.

B. Non-Routine Personnel Action – Pages 7 - 10.

Travis County Sheriff's Office requests approval for a salary adjustment that exceeds 10% above midpoint - Travis County Code § 10.03002. HRMD has reviewed the supporting documentation and recommends approval; this request is consistent with the intent of County personnel policies. The Planning and Budget Office 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

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:

None.

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.



HRMD

Human Resources Management Department

700 Lavaca Street, 4th Floor

• P.O. Box 1748

• Austin, Texas 78767

• (512) 854-9165 / FAX (512) 854-9757

February 18, 2014

ITEM # :

DATE: February 7, 2014

TO: Samuel T. Biscoe, County Judge
Ron Davis, Commissioner, Precinct 1
Bruce Todd, Commissioner, Precinct 2
Gerald Daugherty, Commissioner, Pct. 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 – 6.

B. Non-Routine Personnel Action – Pages 7 – 10.

Travis County Sheriff's Office requests approval for a salary adjustment that exceeds 10% above midpoint - Travis County Code § 10.03002. HRMD has reviewed the supporting documentation and recommends approval; this request is consistent with the intent of County personnel policies. The Planning and Budget Office 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

		CURRENT			NEW	
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	01/21/2014	N/A	N/A	3150 - County Clerk	30006792 / 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	30006097 / 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	30006386 / 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	30006405 / Elections Operations Cler / 2 - Temporary / 06 - Hourly - No Bnf / NCF01 / 00 / \$12.00
New Hire	New Hire	02/06/2014	N/A	N/A	3200 - District Clerk	30001101 / Court Clerk Asst / 1 - Regular / 02 - Full Time Non-Exempt / GRD11 / 00 / \$26,417.46
New Hire	New Hire	02/05/2014	N/A	N/A	3200 - District Clerk	30001117 / Court Clerk Asst / 1 - Regular / 02 - Full Time Non-Exempt / GRD11 / 00 / \$26,417.46
New Hire	New Hire	01/27/2014	N/A	N/A	3450 - Constable Pct 1	30051426 / ACC Intern / 2 - Temporary / 06 - Hourly - No Bnf / NCF01 / 00 / \$12.00

2

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	02/18/2014	N/A	N/A	3500 - Sheriff	30002648 / Cadet / 1 - Regular / 02 - Full Time Non- Exempt / GRD80 / 01 / \$38,919.50
New Hire	New Hire	03/03/2014	N/A	N/A	3500 - Sheriff	30002696 / Cadet / 1 - Regular / 02 - Full Time Non- Exempt / GRD80 / 01 / \$38,919.50
New Hire	New Hire	03/03/2014	N/A	N/A	3500 - Sheriff	30002462 / Cadet / 1 - Regular / 02 - Full Time Non- Exempt / GRD80 / 01 / \$38,919.50
Re-Hire	Re-Hire	01/21/2014	N/A	N/A	3100 - County Attorney	30000895 / Office Asst / 2 - Temporary / 06 - Hourly - No Bnf / GRD10 / 00 / \$11.87
Re-Hire	Re-Hire	01/21/2014	N/A	N/A	3100 - County Attorney	30000894 / Office Asst / 2 - Temporary / 06 - Hourly - No Bnf / GRD10 / 00 / \$11.87
Re-Hire	Re-Hire	01/16/2014	N/A	N/A	3100 - County Attorney	30000892 / Office Asst / 2 - Temporary / 06 - Hourly - No Bnf / GRD10 / 00 / \$11.87
Re-Hire	Re-Hire	01/13/2014	N/A	N/A	3150 - County Clerk	30006763 / Elections Operations Cler / 2 - Temporary / 06 - Hourly - No Bnf / NCF01 / 00 / \$14.00
Mobility	Career Ladder	12/19/2013	3500 - Sheriff	30002153 / Corrections Officer / 1 - Regular / 02 - Full Time Non-Exempt / GRD81 / 01 / \$44,368.27	3500 - Sheriff	30002153 / Corrections Officer Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD83 / 01 / \$48,226.26

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	30005920 / Corrections Officer / 1 - Regular / 02 - Full Time Non-Exempt / GRD81 / 01 / \$44,368.27	3500 - Sheriff	30005920 / Corrections Officer Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD83 / 01 / \$48,226.26
Mobility	Interdpt Change	02/10/2014	3600 - Pretrial Services	30003920 / Pretrial Mgr / 1 - Regular / 01 - Full Time Exempt / GRD21 / 00 / \$54,856.24	3150 - County Clerk	30000954 / County/District Clerk Div Dir / 1 - Regular / 01 - Full Time Exempt / GRD26 / 00 / \$79,414.40
Mobility	Full-Time to Part-Time	02/02/2014	3100 - County Attorney	30000807 / Law Clerk I / 1 - Regular / 01 - Full Time Non- Exempt / GRD15 / 00 / \$35,646.76	3100 - County Attorney	30000807 / Law Clerk I / 1 - Regular / 04 - Part Time Non- Exempt / GRD15 / 00 / \$17,823.38
Mobility	Lateral Transfer	02/10/2014	3650 - Juvenile Probation	30004306 / Juvenile Shift Supv / 1 - Regular / 01 - Full Time Exempt / GRD20 / 00 / \$59,625.35	3650 - Juvenile Probation	30003989 / Juvenile Case Work Mgr / 1 - Regular / 01 - Full Time Exempt / GRD20 / 00 / \$59,625.35
Mobility	Promotion	02/03/2014	3050 - Tax Collector	30000218 / Tax Specialist I / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$31,307.53	3050 - Tax Collector	30051633 / Tax Specialist II / 1 - Regular / 02 - Full Time Non-Exempt / GRD15 / 00 / \$34,608.50
Mobility	Promotion	02/03/2014	3050 - Tax Collector	30000228 / Tax Specialist I / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$31,145.99	3050 - Tax Collector	30000225 / Tax Specialist II / 1 - Regular / 02 - Full Time Non-Exempt / GRD15 / 00 / \$34,608.50
Mobility	Promotion	02/03/2014	3050 - Tax Collector	30000225 / Tax Specialist II / 1 - Regular / 02 - Full Time Non-Exempt / GRD15 / 00 / \$35,646.76	3050 - Tax Collector	30000201 / Tax Specialist III / 1 - Regular / 02 - Full Time Non-Exempt / GRD16 / 00 / \$37,024.00
Mobility	Promotion	02/03/2014	3050 - Tax Collector	30000164 / Tax Specialist I / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$31,145.99	3050 - Tax Collector	30000167 / Tax Specialist II / 1 - Regular / 02 - Full Time Non-Exempt / GRD15 / 00 / \$34,608.50

4

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	Promotion	02/03/2014	3050 - Tax Collector	30000203 / Tax Specialist I / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$31,145.99	3050 - Tax Collector	30000215 / Tax Specialist III / 1 - Regular / 02 - Full Time Non-Exempt / GRD16 / 00 / \$37,024.00
Mobility	Promotion	02/03/2014	3050 - Tax Collector	30000232 / Tax Specialist I / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$31,145.99	3050 - Tax Collector	30000200 / Tax Specialist II / 1 - Regular / 02 - Full Time Non-Exempt / GRD15 / 00 / \$34,608.50
Mobility	Promotion	02/03/2014	3050 - Tax Collector	30000200 / Tax Specialist II / 1 - Regular / 02 - Full Time Non-Exempt / GRD15 / 00 / \$35,646.76	3050 - Tax Collector	30000196 / Tax Specialist III / 1 - Regular / 02 - Full Time Non-Exempt / GRD16 / 00 / \$37,024.00
Mobility	Promotion	02/01/2014	3150 - County Clerk	30001024 / Office Asst / 2 - Temporary / 05 - Hourly - Retmt / GRD10 / 00 / \$14.54	3150 - County Clerk	30006811 / Elections Operations Clerk IV 11 / 2 - Temporary / 06 - Hourly - No Bnf / NCF01 / 00 / \$16.00
Mobility	Promotion	01/16/2014	3465 - Constable Pct 4	30001828 / Constable Deputy / 1 - Regular / 02 - Full Time Non-Exempt / GRD61 / 01 / \$49,686.62	3465 - Constable Pct 4	30050170 / Constable Sergeant / 1 - Regular / 02 - Full Time Non-Exempt / GRD64 / 01 / \$71,704.46
Mobility	Promotion	02/01/2014	3500 - Sheriff	30002375 / Certified Peace Officer Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD84 / 10 / \$64,065.66	3500 - Sheriff	30002353 / Corrections Sergeant / 1 - Regular / 02 - Full Time Non-Exempt / GRD88 / 10 / \$86,551.92
Mobility	Promotion	02/01/2014	3650 - Juvenile Probation	30004425 / Human Resources Specialist II / 1 - Regular / 01 - Full Time Exempt / GRD20 / 00 / \$63,921.56	3650 - Juvenile Probation	30004421 / Juvenile Probation Div Dir / 1 - Regular / 01 - Full Time Exempt / GRD25 / 00 / \$76,252.80
Mobility	Voluntary Reassignment	01/29/2014	3500 - Sheriff	30002696 / Cadet / 1 - Regular / 02 - Full Time Non- Exempt / GRD80 / 01 / \$38,919.50	3500 - Sheriff	30002160 / Security Coord / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$32,093.15

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	01/01/2014	3050 - Tax Collector	30000137 / Tax Assessor-Collector Deputy Assoc / 1 - Regular / 01 - Full Time Exempt / GRD29 / 00 / \$97,069.53	3050 - Tax Collector	GRD29 / 00 / \$99,910.00
Salary Change	Salary/Hourly Rate Change	01/01/2014	3050 - Tax Collector	30000115 / Tax Assessor-Collector Deputy Chf / 1 - Regular / 01 - Full Time Exempt / GRD31 / 00 / \$105,288.68	3050 - Tax Collector	GRD31 / 00 / \$114,300.00
Salary Change	Salary/Hourly Rate Change	01/01/2014	3050 - Tax Collector	30000236 / Tax Assessor-Collector Div Dir / 1 - Regular / 01 - Full Time Exempt / GRD28 / 00 / \$91,922.89	3050 - Tax Collector	GRD28 / 00 / \$96,820.00

6

NON-ROUTINE PERSONNEL ACTION – Salary 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
3500 - Sheriff	30003127 / Dispatch Specialist Office Mgr Sr 911 / 1 - Regular / 01 - Full Time Exempt / GRD21 / 00 / \$65,181.06	3500 - Sheriff	GRD21 / 00 / \$74,985.22	Salary adjustment. Pay is greater than 10% above midpoint, Travis County Code § 10.03002.

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 Department

700 Lavaca Street, 4th Floor • P.O. Box 1748 • Austin, Texas 78767 • (512) 854-9165 / FAX(512) 854-4203

MEMORANDUM

DATE: February 7, 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 

FROM: Debbie Maynor, Director of Human Resources

SUBJECT: Sheriff Non-Routine Salary Action, Positions #30003127

HRMD requests Commissioners Court to discuss and consider the following action.

Travis County Sheriff's Office Request:

The Travis County Sheriff's Office (TCSO) requests approval to increase the salary of one Dispatch Specialist Office Manager Sr 911(PG 21), by \$9,804.16. The percentage increase translates to 15 percent. The resultant salary would be at or above midpoint + 10%. The proposed actions would apply to the following position:

<u>Position #</u>	<u>Title</u>	<u>Current Salary</u>	<u>Proposed Salary</u>
30003127	Disp Spec Off Mgr Sr 911	\$65,181.06	\$74,985.22

Policy

Travis County Code §10.03002(b) states that existing may be employees moved along a pay range with permanent salary savings at the manager's discretion. Movement greater than 10% above midpoint requires Commissioners Court approval.

Issue

The action is non-routine by policy since the proposed increase would place the employee beyond midpoint + 10% of the respective pay grade.

Recommendation

HRMD recommends approval of TCSO's proposed salary action. The proposed increase, though significant, is necessary for retention purposes and better aligns this position with the internal equity structure within TCSO leadership. The action would be effective February 1, 2014. The Planning & Budget Office has verified sufficient funding exists for these actions.



Greg Hamilton, Travis County Sheriff
MEMORANDUM

February 6, 2014

To: Kate Kearney, Director

From: Paul Knight, Captain

Reference: Pay Grade Adjustment for 9-1-1 Communication's Center Manager

The 9-1-1 Manager for the Sheriff's Office directly supervises eight (8) subordinate supervisors and one (1) Senior Telecommunications Specialist. The position oversees an additional thirty-four (34) 9-1-1 Telecommunications Specialists, as well as plans and manages the operations of our 24-hour emergency call-center that provides primary 9-1-1 service and radio dispatch to the unincorporated areas of Travis County, as well as the municipalities of Jonestown, Manor, Mustang Ridge, Rollingwood, and Sunset Valley. The single most comparable job is that of the Communication's Manager for the Austin Police Department. Our 2013 research revealed that the Austin Police Department pays their Communication's Manager a salary of \$117,000.00 per year. Even though APD has more employees, all other responsibilities are the same. They manage the same share (30%) of a state-of-the-art facility, communications systems (phones and radios), and computer aided dispatch system (CAD).

At the Sheriff's Office, a first-line law enforcement supervisor's starting salary is \$81,831.00. The most comparable manager in the Sheriff's Office is that of Law Enforcement Lieutenant. That salary range is between \$95,540.00 and \$115,848.30, depending on the step. Though not a peace officer, the 9-1-1 Manager has a tremendous responsibility, consistent with those of her law enforcement peers. And, as a civilian ineligible for the Peace Officer Pay Scale, the salary for the position has been left behind.



Travis County Commissioners Court Agenda Request

Meeting Date: February 18, 2014

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

Elected/Appointed Official/Dept. Head: Leslie Browder, County Executive, Planning & Budget *LB*

Commissioners Court Sponsor: Samuel T. Biscoe, County Judge *SB*

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 \$1,545,248.14 for the period of January 31 to February 6, 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 \$1,545,248.14.

ISSUES AND OPPORTUNITIES:

See attached.

FISCAL IMPACT AND SOURCE OF FUNDING:

Employee Health Benefit Fund (8956) – \$1,545,248.14

REQUIRED AUTHORIZATIONS:

John Rabb, 854-2742
Jessica Rio, 854-9106

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

**TRAVIS COUNTY
RECOMMENDATION FOR TRANSFER OF FUNDS**

DATE: February 18, 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 31, 2013 to February 6, 2014

REIMBURSEMENT REQUESTED FOR THIS PERIOD: \$1,545,248.14

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 \$1,545,248.14.

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 31, 2014 TO FEBRUARY 6, 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: February 18, 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 31, 2014
 TO: February 6, 2014

REIMBURSEMENT REQUESTED: \$ 1,545,248.14

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	\$ 2,064,736.73
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: Feb 11, 2014	\$ (515,683.34)
SAP corr	\$ (3,475.00)
Misc Adj	\$ (330.25)
TOTAL CLAIMS REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:	\$ 1,545,248.14
TRANSFER OF FUNDS REQUESTED:	\$ 1,545,248.14

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

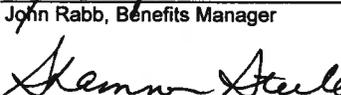
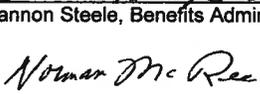
All claims over \$25,000 (4 this week totaling \$214,487.53) have been audited for data entry accuracy and the following information is correct for each claim audited: date of service, eligibility, nature of service, name of and amount billed by provider, amount billed by date and amount paid by UHC.

Fifteen percent (15%) of all claims under \$25,000 (\$201,660.73) 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.

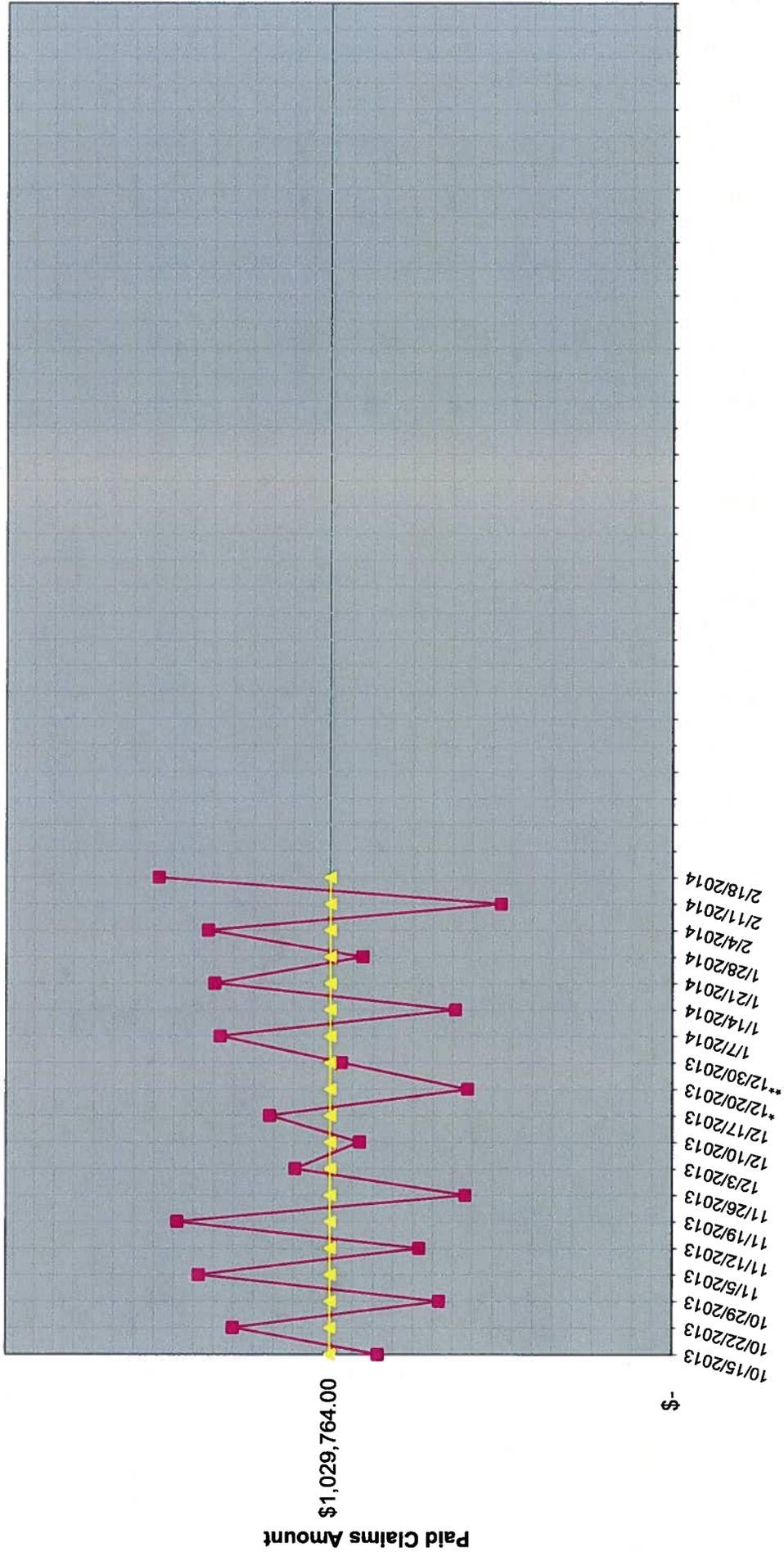
All claims submitted in this transfer have been audited to confirm accuracy of billing and legitimacy of claim under the service provisions of the health care contract and all are contractually legitimate, legally incurred and accurately billed claims.

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.

	2-10-2014
Debbie Maynor, Director, HRMD	Date
	2/10/14
John Rabb, Benefits Manager	Date
	2/10/14
Shannon Steele, Benefits Administrator	Date
	2/10/14
Norman McRee, Financial Analyst	Date

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

**Travis County Employee Benefit Plan
 FY14 Paid Claims vs Weekly Claims Budget of \$1,029,764.52**



Commissioners Court Date

Paid Claims Amount

**Travis County Employee Benefit Plan
FY14 Weekly Paid Claims VS Weekly Budgeted Amount**

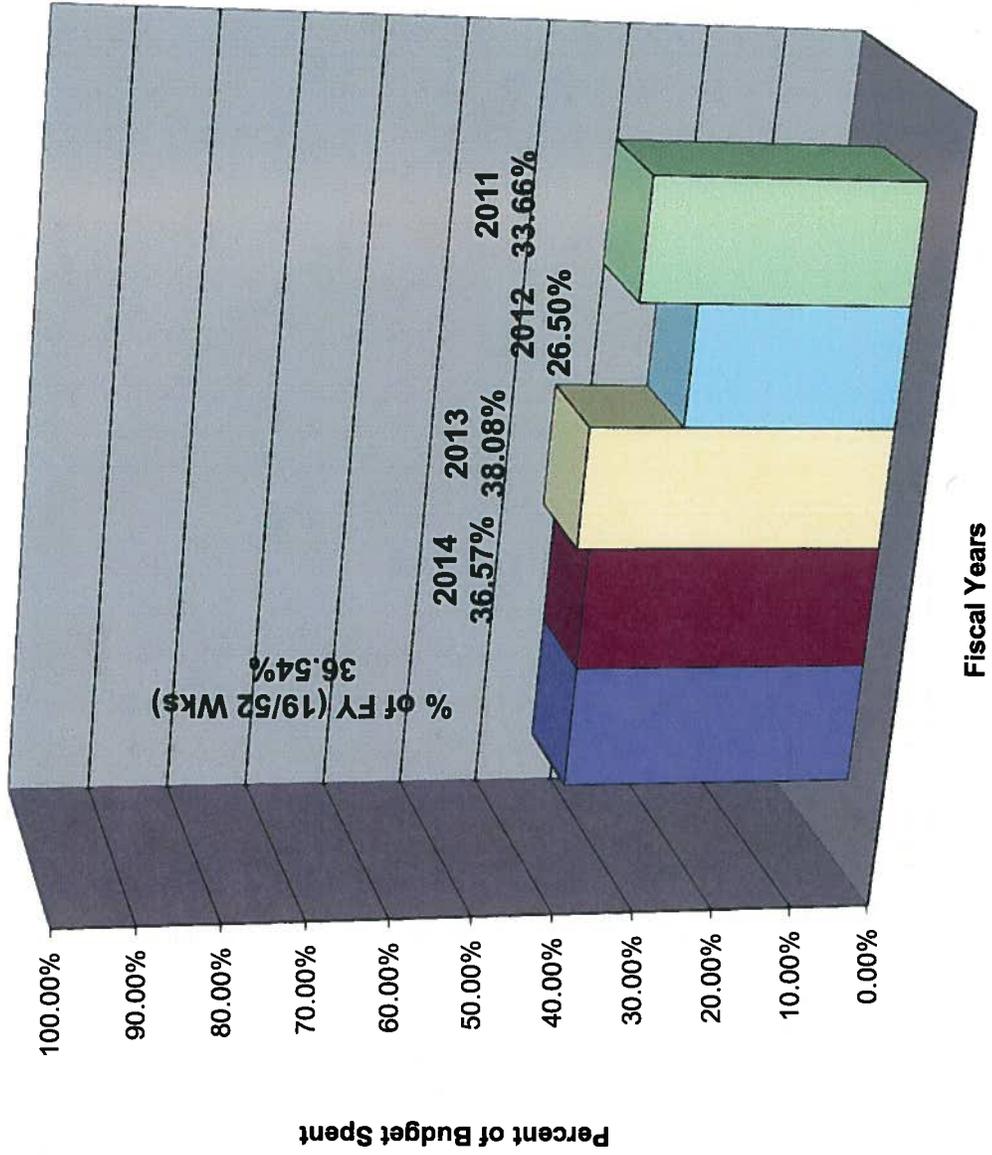
Wk	Period from	Period To	Voting Session Date	Pd Claims Request Amount	Budgeted Weekly Claims	# of Large Claims	Total of Large Claims	FY 2014 % of Budget Spent	FY 2013 % of Budget Spent
1	9/27/2013	10/3/2013	10/15/2013	\$ 885,221.27	\$ 1,029,764.52	5	\$ 195,295.06	1.65%	1.68%
2	10/4/2013	10/10/2013	10/22/2013	\$ 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%
17	1/17/2014	1/23/2014	2/4/2014	\$ 1,396,783.17	\$ 1,029,764.52	2	\$ 80,497.62	32.72%	34.58%
18	1/24/2014	1/30/2014	2/11/2014	\$ 515,683.34	\$ 1,029,764.52	2	\$ 130,646.43	33.68%	35.73%
19	1/31/2014	2/6/2014	2/18/2014	\$ 1,545,248.14	\$ 1,029,764.52	4	\$ 214,487.53	36.57%	38.08%
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Claims (net) & Budget to Date	\$ 19,579,824.26	\$ 19,565,525.87	stop loss \$ (302,917.85)
Gross Paid Claims over (under) Original Budget		\$ 14,298.39	

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 19**





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Secured Message

[Reply](#) [ReplyAll](#)

From: SIFSFX@UHC.COM
To: NORMAN.MCREE@CO.TRAVIS.TX.US
Date: February 7, 2014 6:13:11 AM GMT
Subject: Secure Message from sifsfax@uhc.com

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: 2014-02-07 REQUEST AMOUNT: \$2,064,736.73

CUSTOMER ID: 00000701254
CONTRACT NUMBER: 00701254 00709445
BANK ACCOUNT NUMBER: 385015850067 ABA NUMBER: 011900445
FUNDING ADVICE FREQUENCY: DAILY
FREQUENCY: FRIDAY INITIATOR: CUST METHOD: ACH BASIS: BALANCE

CALCULATION OF REQUEST AMOUNT	
+ ENDING BANK ACCOUNT BALANCE FROM: 2014-02-06	\$740,300.29
- REQUIRED BALANCE TO BE MAINTAINED:	\$2,668,041.00
+ PRIOR DAY REQUEST:	\$00.00
= UNDER DEPOSIT:	\$1,927,740.71
+ CURRENT DAY NET CHARGE:	\$136,996.02
+ ISSUED CREDIT AMOUNT:	\$00.00
+ FUNDING ADJUSTMENTS:	\$00.00
REQUEST AMOUNT:	\$2,064,736.73

ACTIVITY FOR WORK DAY: 2014-01-31

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$52,587.31	\$00.00	\$52,587.31
TOTAL:	\$52,587.31	\$00.00	\$52,587.31

ACTIVITY FOR WORK DAY: 2014-02-03

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
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UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2014_02_06

CONTR_NBR	PLM_ID	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	632	(308.48) A1		4529718 AH		1	2/2/2014	200	2/6/2014	2/6/2014
701254	632	632	(308.48) A1		4484888 AA		4	2/2/2014	200	2/6/2014	2/6/2014
701254	632	632	(319.49) A1		4473823 AE		9	2/2/2014	200	2/6/2014	2/6/2014
701254	632	632	(322.01) A1		4524354 AA		1	2/2/2014	200	2/6/2014	2/6/2014
701254	632	632	(329.27) A1		4507562 AH		7	2/2/2014	200	2/6/2014	2/6/2014
701254	632	632	(335.38) A1		4556045 AA		10	2/2/2014	200	2/6/2014	2/6/2014
701254	632	632	(341.66) A1		4507249 AH		9	2/2/2014	200	2/6/2014	2/6/2014
701254	632	632	(358.67) A1		4514350 AH		1	2/2/2014	200	2/6/2014	2/6/2014
701254	632	632	(368.40) A1		4454681 AA		1	2/2/2014	200	2/6/2014	2/6/2014
701254	632	632	(373.75) QG		81899283 AE		1	1/30/2014	50	2/5/2014	2/6/2014
701254	632	632	(404.07) A1		4500567 AE		9	2/2/2014	200	2/6/2014	2/6/2014
701254	632	632	(477.96) A1		4500688 AH		6	2/2/2014	200	2/6/2014	2/6/2014
701254	632	632	(507.15) A1		4458725 AH		3	2/2/2014	200	2/6/2014	2/6/2014
701254	632	632	(508.35) A1		4500566 AE		9	2/2/2014	200	2/6/2014	2/6/2014
701254	632	632	(738.01) A1		4500684 AH		2	2/2/2014	200	2/6/2014	2/6/2014
701254	632	632	(738.69) A1		4500687 AH		6	2/2/2014	200	2/6/2014	2/6/2014
701254	632	632	(851.11) A1		4500565 AE		9	2/2/2014	200	2/6/2014	2/6/2014
701254	632	632	(1,091.16) A1		4531010 AH		6	2/2/2014	200	2/6/2014	2/6/2014
701254	632	632	(2,592.72) A1		4544354 AH		6	2/2/2014	200	2/6/2014	2/6/2014
701254	632	632	(7,977.07) A1		4481147 AE		7	2/2/2014	200	2/6/2014	2/6/2014

\$ 1,545,248.14

Travis County Hospital and Insurance Fund - County Employees
UHC Payments Deemed Not Reimbursable

For the payment week ending: 02/06/14

CONTR_#	TRANS_AMT	SRS	CHK_#	GRP	CLAIM ACCT#	ISS_DATE	TRANS_CODE	TRANS_DATE
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Total: \$0.00

Travis County - Employee Health Benefits Fund (8956)

Journal Entry for the Reimbursement to United Health Care

For the payment week ending: 02/06/2014

Type	EE/RR	Cost Center	G/L Account	Transaction Amount
CEPO	EE	1110068956	516010	\$ 165,917.48
	RR	1110068956	516110	\$ 25,874.72
			Total CEPO	\$ 191,792.20
EPO	EE	1110068956	516030	\$ 332,879.10
	RR	1110068956	516130	\$ 55,045.95
			Total EPO	\$ 387,925.05
PPO	EE	1110068956	516020	\$ 886,058.61
	RR	1110068956	516120	\$ 79,472.28
			Total PPO	\$ 965,530.89
			Grand Total	\$ 1,545,248.14



Travis County Commissioners Court Agenda Request

Meeting Date: February 18, 2014

Prepared By/Phone Number:

Belinda Powell, Strategic Planning Manager, Planning & Budget Office 
512-854-9506, and
Matias Segura, Task Manager, URS Corporation, CFCH Program Manager
512-419-5408

Elected/Appointed Official/Dept. Head:

Leslie Browder, County Executive,
Planning & Budget Office 512-854-9106 

Roger Jefferies, County Executive,
Justice and Public Safety, 512-854-4415 

Commissioners Court Sponsor: Samuel T. Biscoe, County Judge

AGENDA LANGUAGE:

CONSIDER AND TAKE APPROPRIATE ACTION ON THE STATUS OF MEMBERSHIP AND CHARGE FOR THE COMMUNITY FOCUS COMMITTEE FOR THE PROPOSED CIVIL AND FAMILY COURT HOUSE PROJECT.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

On January 21, 2014, the Commissioners Court discussed with the URS team the development of a Community Focus Committee for the Civil and Family Court House project. The team was directed to meet with the Civil Judges to discuss the proposed role of the committee, makeup of the committee, and to solicit input for potential membership. Additionally, the team was asked to request input on specific individual appointments from members of the Commissioners Court. To date, several meetings have been held and the attached back-up material represents the feedback received and the recommendations of the URS team.

STAFF RECOMMENDATIONS:

After discussions with Civil Judges and members of the Commissioners Court, the URS team proposes the following composition of the Community Focus Committee:

Family Services	3 members
Legal and Professional	3 members
Downtown Interests	3 members
Built Environment	2 members
Aesthetics	
Accessibility	1 member
Commissioners Court member appointments	5 members

Specific focus on establishing both geographic and cultural diversity of the membership is recommended. Additional members may still need to be added to round out the group.

The URS team requests that members of the Commissioners Court submit their appointments this week so that specific membership for the committee can be discussed and approved by the Commissioners Court on February 25, 2014. The URS team also requests approval of the draft charge as attached, so that specific information related to the committee role and responsibilities can be provided to potential members as decisions are made related to the specific appointments to the committee.

ISSUES AND OPPORTUNITIES: NA

FISCAL IMPACT AND SOURCE OF FUNDING: NA

REQUIRED AUTHORIZATIONS: NA

ATTACHMENTS:

- 1. Updated Community Focus Committee Structure and Proposed Membership Composition**
- 2. Draft Charge for the Community Focus Committee**

DRAFT CHARGE FOR THE TRAVIS COUNTY CIVIL AND FAMILY COURT HOUSE COMMUNITY FOCUS COMMITTEE

The charge of the Travis County Civil and Family Court House Community Focus Committee (CFC) is as follows:

- To act as a sounding board for the Commissioners Court and the Program Manager on the development of the new Civil and Family Courthouse, providing observations about how the project is perceived by the general public based on the individual expertise of the committee members. These observations, which may include comparisons of alternative options, will be informed by the project data provided by the Program Manager, URS Corporation, as well as the Independent Representative/Compliance Architect (IRCA). Topics of interest and concern might include:
 - Accessibility
 - Mobility
 - Public space
 - Aesthetics
 - Public education
 - Usability
 - Sustainability
 - Affordability
 - Cost effectiveness and efficiency
 - Other features for the use, service, dignity and security of the residents of Travis County
- To serve as a linkage to other specialty focus groups as needed
- The CFC will:
 - Meet once monthly, for duration not to exceed 90 minutes, at a regularly scheduled time to be decided at the first meeting
 - Decide to have officers or be facilitated by a team member
 - Be in place through construction of the TCCFCH
- CFC member terms will be for three years, staggered
- CFC members will not be term limited, but may be released at any time so desired by the member or the Commissioners Court



Travis County Commissioners Court Agenda Request

Meeting Date: February 18, 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 PARKINGS ISSUES IN THE CENTRAL BUSINESS DISTRICT;

- A. EXPANDING ZONED PARKING TO ALL COUNTY OWNED PARKING FACILITIES IN THE CENTRAL BUSINESS DISTRICT;**
- B. PROPOSED COMMUTE OPTIONS BENEFIT PROGRAM;**
- C. PRIORITIZE PHASING OUT WAITING LIST AND TERMINATION OF ANY COUNTY LEASED PARKING LOT AGREEMENTS THAT BECOME UNNECESSARY DUE TO ZONED PARKING; AND**
- D. AMENDMENTS TO CHAPTER 11 OF THE TRAVIS COUNTY CODE (PARKING POLICY)**

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Memo attached

ISSUES AND OPPORTUNITIES:

Memo attached

REQUIRED AUTHORIZATIONS:

Commissioner Bruce Todd

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 Zoned Parking Policy Expansion

The Travis County Commissioners Court is considering changes to parking policies that will affect some employees that work in the Central Business District. While the majority of downtown employees are already using unreserved or “zoned” parking, those that park in the *Granger Garage*, *San Antonio Street Garage*, *EOB Garage*, and adjacent surface lots continue to use individually-assigned or reserved parking spaces. This proposal will allow all current employees in county parking to continue to have guaranteed access to parking and will positively impact employees on the downtown parking waitlist.

Problem: Inefficient, inequitable parking

Individually-assigned parking spaces create significant inefficiencies in parking systems.

Due to a range of factors (different schedules, work hours, vacation days, sick days, telecommuting days, off-site meetings, and occasional or frequent transit/carpooling/bicycling), assigned spaces often sit vacant. The Granger Garage and San Antonio Street Garage have a documented average of 33% vacancy during work hours.

This inefficient system creates an equity problem. There is a waitlist of **320** employees who cannot access county provided parking. Employees that choose to lease private parking spaces in the area are spending upwards of \$150 per month to park. The current wait is approximately 3 years, which represents a cost upwards of \$5,400 to a County employee before they are given a space.

Additionally, while there is ample space in the 700 Lavaca Garage to accommodate more employees, newer employees in the 700 Lavaca Building must wait behind employees who opt to wait for assigned spaces, further reducing the efficient use of our parking resources.

The Solution: Parking for Everyone

Eliminate the waiting list. Data indicates that the downtown parking waitlist can be eliminated by expanding the 700 Lavaca unreserved parking policy to all parking facilities downtown. Comprehensive application of the parking policy means that there is enough parking to accommodate all current downtown employees at all times.

Ensure parking availability. The unreserved system accommodates significantly more employees, and best practices indicate that up to 40% more individuals can be assigned to a garage than there are parking spaces without any problems. To ensure parking availability staff will:

- Utilize a phased approach that begins with zoning the Granger and San Antonio garages.
- Issue additional parking permits in small groups, while continuously monitoring usage.

The 700 Lavaca garage unreserved parking has been very successful. Staff is confident that there will never be a time when an employee cannot find a parking space and will continue monitoring to ensure that this remains the case.

Equity. Each employee is an important member of the workforce, and Travis County thanks each employee for his or her public service by offering benefits on a fair and equitable basis.

Unreserved Parking: Frequently Asked Questions

What is wrong with how things work now?

Our parking infrastructure is underutilized. The San Antonio and Granger Parking Garages, for example, are on average 33% vacant. Downtown surface lots have similar vacancy rates. This amounts to about 248 spaces that regular sit vacant in those garages and about 60 more that sit vacant in adjacent county surface lots.

At the same time, there is a waitlist of county employees to receive parking. Currently, 320 individuals are on a list for downtown parking. The majority of these employees would prefer to park, and many are forced to spend upwards of \$150 per month to purchase parking privately. This is particularly unfortunate given that Travis County has the capacity to accommodate them. These employees must currently wait approximately 3 years to receive a parking space.

How does unreserved or “zoned” parking accommodate more people?

Employees work very different schedules. Besides just different hours, they take different sick days, vacation days, work-from-home days, lunch breaks, and have different out of office meetings. Some employees may carpool certain days of the week and others may not be driving at all. As a result of this, assigned parking leaves many spaces vacant. Research indicates that all users can be accommodated even when allocating 20% to 40% more individuals than parking spaces. Travis County would be sure to never allocate more individuals than could be accommodated and employees should be assured that we guarantee they will always find a space available.

How will you be sure there will be enough spaces?

We propose to start very gradually and monitor parking carefully and continuously. Only a few additional employees would be allocated to garages at the start, and the Parking Coordinator would monitor usage at different hours and different days of the week to ensure capacity. Additional employees would be allocated until utilization rates approached best practice levels. Monitoring would continue in order to ensure employees will always be able to find a parking space in their parking garage or lot.

How will you know who is allowed to park? How will this be implemented?

Facilities Management has funds available to implement card-controlled entry in both the San Antonio and Granger Garages, which will provide access control. For the EOB Garage and surface lots, hangtags will be issued to employees. Compliance will be regularly monitored by the Parking Administrator. If a vehicle does not have a hangtag, penalties will be assessed and towing enforced.

I feel like I will waste a lot of time searching for parking.

County experience with zoned parking in 700 Lavaca has been that most employees park in the same space or adjacent spaces every day that they drive.

My assigned parking space is an employee benefit.

The vast majority of Travis County employees- both downtown and across the county- use zoned parking. Assigned spaces are the exception, not the norm at Travis County. Only employees in three garages (Granger, San Antonio, and EOB) and few surface lots are provided with assigned spaces, yet assigned spaces in these locations create both inequity and excess parking demand. All downtown employees can be accommodated in our existing garages and surface lots and yet there is a waitlist of 318 employees due to current policy. Expanding zoned parking, which is working very

well in the 700 Lavaca Garage, to other garages and lots will provide all downtown employees who wish to park with a space. If you currently have an assigned space, you will still always find parking in your parking garage when you need it, and all (or most) of your colleagues will also benefit from access to spaces.

Will anybody still have an assigned space?

According to current parking policy, yes, but only a few specified positions. The County's Parking Committee developed a parking policy, which was developed by through broad input and consensus-building. Assigned spaces are provided exclusively for elected officials (official & assistant director), county executives (official & assistant director), and courts (judge, court reporter, & bailiff). Details regarding parking policy can be found online via the intranet at <http://traviscentral/resources/commute/parking>.

The Commissioners Court may choose to revise the parking policy to change the specified positions list.

Why can't we try something else first?

Expanding zoned parking is a prerequisite for any other commute incentive. This is because zoned parking policy is uniquely able to eliminate the parking waitlist. For example, if the proposed commute benefit program were first implemented (aka. the \$100 cash-out), no spaces would be vacated because parking spaces vacated by participants would be immediately back-filled by employees on the waitlist. It is thus critical to first make more efficient use of our garages and parking lots through expanding zoned parking policy before implementing other initiatives.

Travis County Downtown Parking Cash-out/Commute Options Benefit Program

The Travis County Commissioners Court is considering changes to parking policies that will affect employees that work in the Central Business District. This specifically means County employees that work at 700 Lavaca, Granger, Rusk, USB, the Courts complex, Central Booking, Executive Office Building, Palm Square, and the Medical Examiner's facility and park in the 700 Lavaca, Granger, and San Antonio garages, surface lots, or in spaces in private garages that the County leases for employees. It will also impact employees working downtown that do not yet have or have elected not to use a County provided parking space.

The Problem:

Travis County is the 4th most congested metropolitan area in the United States and downtown Austin is the major congestion choke points in our region. This problem worsens as our region grows. Recent studies suggest that simply building additional capacity will not solve our congestion challenges. A significant part of the solution will have to be behavior change.

Travis County's employee base continues to grow just as the county population is growing. More county staff results in more demand for parking. The construction, maintenance, and operation of parking facilities represent significant costs to the County. In fact, studies suggest providing parking for employees costs the employer on average \$120 per month per space, accounting for construction, operation, and maintenance. From a financial perspective, it is critical for Travis County to minimize the long-term costs of parking provision and avoid excessive expenditure on new parking facilities.

The Solution: Change the ways in which we commute

The Travis County Commissioners Court is considering helping employees who can to make that change through the **Commute Options Benefit Program**.

How it works:

An employee can choose to give up his or her parking space and receive \$100 per month in their paycheck. The employee can use the funds in any way he or she chooses, but the funds are useful for offsetting other commute costs such as transit passes or cycling equipment. Other things to consider:

- This program is optional; it recognizes that the use of mode options other than single occupant vehicles for commuting will not work for all employees.
- All County employees that work in the Central Business District will be eligible. Wait-listed employees who opt-in will be removed from the wait list.
- If you participate in the program, and your needs change, you can opt out and receive county parking.

Commute Options Benefit Program FAQs:

Why a parking “cash-out” program?

Cost is consistently found to be the most important factor in individual decision-making. Since parking is a quantifiable benefit offered to Travis County employees, providing employees with the option to “cash-out” the value of the parking space allows individuals to make transportation decisions that serve them best. Cash in lieu of parking provides employees with a chance to make decisions about how to get to work on a level playing field.

How does Travis County benefit from this?

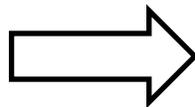
Leveling the playing field and removing disincentives for alternative transportation options will allow Travis County to address congestion and air pollution issues while reducing short-term and long-term parking facility costs.

Do I have to pay taxes on the benefit?

In order to enable County employees to benefit from any savings in commute costs the \$100 benefit will be classified as taxable income. As required by law, this also contains a retirement benefit. An example of an average county employee receiving the parking benefit is below. Your individual benefit might be very different:

\$46,000 annual income
Single, 0 Exemptions

Current check	
Base Pay	1916.66
FCP-allowance	-
Federal w/h	259.53
Social sec w/h	118.83
Medicare w/h	27.79
Retirement	134.17
Short Term Dis	7.44
	1,358.90



Additional \$50 per check.

New check	
Base Pay	1916.66
FCP-allowance	50.00
Federal w/h	281.15
Social sec w/h	121.93
Medicare w/h	28.52
Retirement	137.67
Short Term Dis	7.44
	1,389.95

NET Increase
\$34.55/check
\$69.10/month

How do I know what commute options are available to me?

Travis County is committed to helping its workforce use commute options. The County recently launched a page on its employee intranet entitled *Commute Travis County* (found from work computer at: <http://traviscentral/resources/commute>). On this page employees can find information on all of the various commute options available for commuting into the Central Business District. These include (but are not limited to):

- Transit (Capital Metro and CARTS)
- Carpooling services that can help connect employees with others commuting downtown that are looking for ridesharing options
- Bicycle maps and Applications
- Pedestrian resources
- Smart phone apps and other resources that are available to commuter in Travis County
- Contact information for Movability Austin, which provides personalized travel assistance to Travis County employees in the downtown area



Travis County Commissioners Court Agenda Request

Meeting Date: February 18, 2014

Prepared By/Phone Number: Jorge Talavera, CPPO, CPPB/854-9762;
Marvin Brice, CPPB/854-9765

Elected/Appointed Official/Dept. Head: Cyd Grimes, C.P.M., CPPO

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Receive update and authorize Purchasing Agent to commence negotiations with the highest-ranked team for Request for Qualifications (RFQ) No. Q1309-006-JT, Independent Representative/ Compliance Architect (IR/CA) Services for the Design-Build (DB) Development of the New Travis County Civil and Family Court House (CFCH).

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

On December 10, 2013, the Court authorized the Purchasing Agent to issue RFQ No. Q1309-006-JT to procure an IR/CA Team to serve the County through the DB development, procurement, design and construction of the new CFCH.

The selected IR/CA Team's primary responsibilities, to be performed for the County under the supervision of the County's Program Manager, URS Corporation, include the creation of the technical requirements for the design criteria package to be developed for the CFCH Project in accordance with Subchapter G, Chapter 2269, Texas Government Code; providing consultation and advice to the County throughout the Project; ensuring the selected DB Team is compliant with the design criteria package; and other additional related tasks.

Subject RFQ was issued electronically to over 5,800 businesses nationwide, with approximately 90 businesses viewing the RFQ before it closed on January 15, 2014. Six (6) Statements of Qualifications (SOQ's) were received in response to the solicitation. The Evaluation Committee, supervised by the Purchasing Office and comprised of voting members from the Facilities Management Department (2 votes)

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.

and Planning and Budget Office (1 vote), as well as advisory members from the Purchasing Office's HUB Program and URS Corporation, the County's Program Manager, met on January 27, 2014, to shortlist the top four (4) teams after reviewing and scoring the SOQ's received against the established evaluation criteria.

After establishing the shortlist, the Evaluation Committee conducted oral interviews with the four short-listed teams on February 6-7, 2014. After interviews, the Evaluation Committee provided final scores based upon teams' written responses to the RFQ and oral interviews to determine the final comprehensive ranking as follows: 1. HOK; 2. Pierce Goodwin Alexander & Linville, Inc. (PGAL); 3. CGL RicciGreene Design Group, LLC; 4. Dewberry Architects, Inc.

The Evaluation Committee was unanimous in selecting HOK as the highest-ranked team. The Purchasing Agent requests authorization to begin formal negotiations with HOK, including price, to finalize a contract for the Court's approval. Should negotiations be unsuccessful, the Purchasing Agent requests authorization to then commence negotiations with the next highest-ranked team.

➤ **Solicitation-Related Information:**

Solicitations Sent: 90

Responses Received: 6

HUB Information: No

% HUB Subcontractor: 35.75

➤ **Funding Information:**

SAP Shopping Cart #:

Funding Account(s): 0001109002511890

Comments: Funding for this contract to be transferred to PBO account above from Civil and Family Court House Reserve account number 0001198000580210 prior to contract award.

REQUIRED ACTION

_____ Approved _____ Disapproved

Samuel T. Biscoe

Date

County Judge



PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

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

TO: Cyd Grimes, C.P.M., CPPO, Purchasing Agent
Jorge Talavera, CPPO, CPPB, Purchasing Agent Assistant

FROM: Belinda Powell, Strategic Planning Manager *BPowell*

DATE: February 11, 2014

RE: Recommendation to authorize negotiations with the highest rank team for the Independent Representative / Compliance Architect services for the Civil and Family Court House.

On July 23, 2013 the Commissioners Court approved the use of a Design-Build approach to development for the Civil and Family Court House and in November 2013, approved the contract with URS Corporation for Program Management services for the project. With the selection of a Design-Build delivery, the need to hire an Independent Representative / Compliance Architect, (IR/CA), became a priority to complete the County's team of experts needed for the project. The RFQ for the IR/CA was issued in December 2013 and closed January 15, 2014. Interviews by the evaluation committee for the short listed respondents were held February 6th and 7th, 2014.

The evaluation committee unanimously selected Hellmuth, Obata & Kassabaum, LP, HOK as the top ranked team. I am therefore recommended that the Purchasing Office seek authorization from the Commissioners Court to negotiate with HOK for the IR/CA services that will be needed for the Civil and Family Court House project.

Please note that funding for the contract, once it is negotiated, will come from the Civil and Family Court House reserve, 00011980005805210. The funds for at least the phase(s) of work needed to prepare information for finalizing the construction cost estimates, and information needed for the public education initiative for a bond referendum, will be transferred to the Planning and Budget Office, 0001109002511890.

Please let me know if there is any additional information you need to move this RFQ forward toward negotiations.

Copies to:
Leslie Browder, County Executive, Planning and Budget
Roger Jefferies, County Executive, Justice and Public Safety
Nicki Riley, County Auditor
Jessica Rio, Budget Director

Diana Ramirez, Assistant Budget Director
Travis Gatlin, Assistant Budget Director
Peg Liedtke, Civil Court Administrator
Roger El Khoury, Director Facilities Management
John Hille, Assistant County Attorney
Tenley Aldredge, Assistant County Attorney
Tom Nuckols, Assistant County Attorney

EVALUATION CRITERIA AND WEIGHTED FACTORS (RFQ Excerpt)

Travis County is seeking firms and /or teams that have specific experience and/or knowledge of City of Austin development regulations and building codes, Texas Accessibility Standards, and other applicable regulations. Lead professionals shall be licensed or certified in their profession where applicable.

The proposed Project Team should also have experience in the following areas:

- A. Previous experience on court house projects of similar size and scope. Such experience to include planning, programming, site analysis, site design, building design, cost estimating, and construction contract administration under a design-build development of a LEED-certified mid-rise or high-rise in an urban core.
- B. Previous experience with design-build projects. Such experience must include familiarity with design-build solicitation, procurement, selection, and associated contract forms.
- C. Experience with site assessments and cost/benefit analysis work for urban sites, including central chiller plants, site utilities, campus telecommunications network design, and centralized emergency power systems.
- D. Knowledge of the rules and requirements of the Texas Commission on Jail Standards.
- E. Familiarity with the requirements of the American Correctional Association.
- G. Compliance with Travis County Historically Underutilized Business (HUB) Program
- H. Programming, planning, design and construction contract administration under a design-build development for secure government buildings that incorporate secure parking garage facilities.

The evaluation factors and their corresponding weights are as follows:

- 1. Qualifications and Experience of the Consultant, including Subconsultants 35**
 - a. Consideration will be given to the experience and technical competence of the firms in the project types and services noted above.
 - b. Additional consideration will be given for Project Teams that have performed well as a team on past similar projects.
 - c. Consideration will be given to the communications skills of the firm, as evidenced by the clarity, brevity and completeness of the Qualifications Statement.
- 2. Qualifications and Experience of Key Individuals 35**
 - a. Consideration will be given to the experience and technical competence of the key individuals who will be assigned to the Project. Extensive knowledge of the functional needs, operations and industry design standards for secure government office buildings are essential.
 - b. Additional consideration will be given for familiarity with state-of-the-art trends in security systems, LEED-certified mid-rise and high-rise Court buildings, underground secure parking garages, and inmate holding and transfer areas.
- 3. Project Approach Work Plan, Schedule and ability to work under overall Program Manager 20**
 - a. Consideration will be given to completeness of Project approach and work plan, which effectively encompass the Project issues and needed professional services.
 - b. Consideration will be given to the Project Team's ability to effectively deliver services to Travis County in a timely fashion under the proposed schedule, without delays or interference caused internally by the firm, such as conflicts with other professional commitments.
 - c. Ability to work in coordination with and under the overall management by the Program Manager.
- 4. Compliance with County's Historically Underutilized Business (HUB) Program 10**
 - a. Respondent must submit a HUB subcontracting plan that complies with the County's HUB Program requirements and shows a "Good Faith Effort" to subcontract with HUB subconsultants where feasible. Additional consideration will be given to respondents who meet or exceed the established HUB goals as outlined in this RFQ, Part I-General Information, Paragraph 5.0, "HUB Program Requirements."

RFQ No. Q1309-006-JT, Evaluation Synopsis

Written SOQ Scores	CGL RicciGreene Design Group, LLC	Dewberry Architects, Inc.	Hellmuth Obata & Kassabaum, LP (HOK)	Muñoz & Company	Perkins Eastman	Pierce Goodwin Alexander & Linville, Inc. (PGAL)
Evaluator No. 1	3.15	3.20	2.90	2.65	1.95	3.45
Evaluator No. 2	4.30	4.20	4.20	3.65	4.00	4.30
Evaluator No. 3	4.30	4.00	4.35	3.20	3.80	3.40
Total Score	3.92	3.80	3.82	3.17	3.25	3.72
Ranking	1	3	2	6	5	4

Final Scores (After Interviews)	CGL RicciGreene Design Group, LLC	Dewberry Architects, Inc.	Hellmuth Obata & Kassabaum, LP (HOK)	Pierce Goodwin Alexander & Linville, Inc. (PGAL)
Evaluator No. 1	4.00	4.00	4.65	4.40
Evaluator No. 2	4.00	3.15	4.70	4.50
Evaluator No. 3	3.75	2.80	4.50	3.35
Final Score	3.92	3.32	4.62	4.08
Ranking	3	4	1	2

Date	IR/CA RFQ Evaluation/Selection Process Activity
January 8	Last (only) Addendum Issued
January 13	Teleconference/meeting with Evaluation Committee, URS regarding evaluation framework, process
January 15	RFQ Closes
January 16	RFQ responses distributed by Purchasing for review and scoring
January 22	Preliminary scores due to Purchasing by C.O.B.
January 23	Meeting to finalize scores/shortlist respondents
January 24	Shortlisted teams notified and interviews scheduled
January 29-31	Interviews, any requests for additional information and/or final scoring
February 3	Recommendation to Purchasing to commence negotiations with highest ranked team
February 11	Commissioners Court approves Evaluation Committee recommendation, authorizes Purchasing Agent to commence negotiations
February 12-14	Negotiations scheduled, negotiations preparation
February 17-21	Negotiations held, begin contract preparation
February 24-March 4	Final negotiations, contract finalized
March 4	Contract award recommendation to Purchasing
March 8	Agenda posting for Commissioners Court approval of contract award
March 18-25	Contract consideration/award by Commissioner Court



Travis County Commissioners Court Agenda Request

Meeting Date: February 18, 2014

Prepared By/Phone Number: David Walch 46663; Marvin Brice 49765

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve Modification No. 5 to Contract No. 4400000819, Workforce Solutions – Capital Area Workforce Board for Child Care Local Match Transfer.

- **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.

Workforce Solutions - Capital Area Workforce Board, as the local agent for the Texas Workforce Commission, distributes state and federal childcare funding for low-income working families in Travis County. Workforce Solutions can utilize local contributions to draw down additional federal funds for childcare.

This Modification No. 5 revises the Attachments modified into the contract with Modification No. 4. The Attachments incorporated in Modification No. 4 did not meet the Texas Workforce Commission (TWC) requirements resulting in Workforce Solutions not qualifying to draw down grant funding for this project. This Modification does not impact the contract's not to exceed amount of \$223,741.00.

Modification No. 4 allowed Travis County Health and Human Services and Veteran Services (TCHHSVS) to transfer \$223,741 of General Fund money earmarked for childcare to Workforce Solutions so the organization could leverage an additional \$1,171,537 in Federal childcare funds. The City of Austin contributed \$331,832 to produce a total of \$1,727,110 to provide childcare for low-income families in Travis County. In addition, the contract was renewed for an additional twelve month period from October 1, 2013 through September 30, 2014. Due to extensive revisions, which caused a delay in the contract execution, TCHHSVS requested ratification of the contract.

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.

Modification No. 3 renewed the agreement for an additional twelve month period from October 1, 2012 through September 30, 2013, with a not to exceed contract amount of \$223,741.

Modification No. 2 renewed the agreement for an additional twelve month period from October 1, 2011 through September 30, 2012, with a not to exceed contract amount of \$223,741.

Modification No. 1 amended the contract to include provisions for unspent funds and monthly reporting.

- **Contract Expenditures:** Within the last 12 months \$223,741 has been spent against this contract/requirement.
- **Contract-Related Information:**
 - Award Amount: \$223,741
 - Contract Type: Professional Services
 - Contract Period: October 1, 2010 – September 30, 2011
- **Contract Modification Information:**
 - Modification Amount: \$223,741
 - Modification Type: Bilateral
 - Modification Period: October 1, 2013 – September 30, 2014
- **Funding Information:**
 - SAP Shopping Cart #:
 - Funding Account(s):
 - Comments: N/A No Funding attached to Modification No. 5.

MODIFICATION OF CONTRACT NO. 4400000819 – Child Care Local Match Transfer

ISSUED BY:
Travis County Purchasing Office
P.O. Box 1748
Austin, Texas 78767

PURCHASING AGENT ASST: **David Walch**
 TELEPHONE: 512-854-1181
 FAX: 512-854-9185

DATE PREPARED:
January 27, 2014

ISSUED TO:
Workforce Solutions – Capital Area
Workforce Board
6505 Airport Boulevard, Suite 101
Austin, Texas 78752

MODIFICATION NO.:
5

EXECUTED DATE OF ORIGINAL CONTRACT:
October 1, 2010

ORIGINAL CONTRACT TERM DATES: October 1, 2010 – September 30, 2011 CURRENT CONTRACT TERM DATES: October 1, 2013 – September 30, 2014

FOR TRAVIS COUNTY INTERNAL USE ONLY:

Original Contract Amount: \$223,741 Current Modified Amount \$223,741

DESCRIPTION OF CHANGES: The Contract is amended according to the terms of the attachment to this modification, all of which is made a part of the Contract and constitutes promised performances by the Contractor in accordance with all terms and conditions of the Contract, as amended.

The above referenced contract is hereby modified to reflect the following changes, as well as those more completely set forth in the attachment:

1. Contract Modification 4, Dated November 12, 2013, is hereby deleted in its entirety and replaced with this Contract Modification 5, dated January 27, 2014.
2. This Contract Modification does not impact the contract not-to-exceed funding amount for this renewal period of \$223,741.

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/City:

- 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: Workforce Solutions
 BY: [Signature]
 SIGNATURE
Alan D. Miller
 PRINT NAME
 TITLE: Executive Director
 ITS DULY AUTHORIZED AGENT

DBA
 CORPORATION
 OTHER

DATE:

TRAVIS COUNTY, TEXAS
 BY: _____
 CYD V. GRIMES, C.P.M., CPPO, TRAVIS COUNTY PURCHASING AGENT

DATE:

TRAVIS COUNTY, TEXAS
 BY: _____
 SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE

DATE:

**Child Care Local Match Contribution Agreement
 Local Workforce Development Board**

NAME OF CONTRIBUTOR	Travis County
PLEGDED LOCAL MATCH AMOUNT	
DONATION	\$
TRANSFER	\$ \$223,741.00
CERTIFICATION OF EXPENDITURES	\$

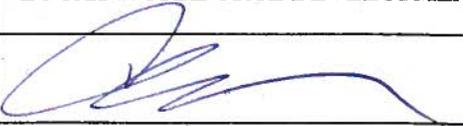
The contributor identified above pledges the local funds as indicated in order for the Texas Workforce Commission (TWC) to draw down additional federal funds. Both the local and matched federal funds will be used for the provision of allowable child care services or activities in the following local workforce development area(s) (workforce area) Workforce Solutions Capital Area Workforce Board. (name of workforce area(s)).

All parties understand and agree that (1) the appropriate Federal Medical Assistance Percentage for Texas will be used to determine the amount of federal funds matched as a result of this local contribution; and (2) this agreement is contingent upon acceptance of this agreement in an open meeting by a majority of TWC's three-member Commission.

SIGNATURES: The person signing this agreement on behalf of the contributor or the Board hereby warrants that he or she has been fully authorized to:

- execute this agreement on behalf of his or her organization; and
- validly and legally bind his or her organization to all the terms, performances, and provisions of this agreement.

For the faithful performance of this agreement as delineated, the parties below affix their signatures and bind their agencies effective **October 1, 2013**, and continuing through **September 30, 2014**.

	Travis County CONTRIBUTOR	WORKFORCE SOLUTIONS CAPITAL AREA WORKFORCE BOARD LOCAL WORKFORCE DEVELOPMENT BOARD
Signature		
Printed Name	Samuel T. Biscoe	Alan D. Miller
Title	Travis County Judge	Executive Director
E-mail Address (optional)	Sam.Biscoe@co.travis.tx.us	Alan.Miller@wfscapitalarea.com

Child Care Local Match Contribution Agreement GENERAL AGREEMENT TERMS

SECTION 1: Legal Authority

In the State of Texas, the Texas Workforce Commission (TWC) is designated as the lead agency for the administration of Child Care and Development Funds (CCDF) available under Title VI of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, (42 United States Code (USC) §9801, et seq.).

Pursuant to federal regulations (45 Code of Federal Regulations (CFR) Parts 98 and 99), TWC is the CCDF Lead Agency for Texas and the entity designated to accept donated funds from any private entity, or transferred funds from any public entity, or certifications of expenditures from public entities that may be used as match for available federal funds. As such, the terms of this agreement are contingent upon the certification of private donations (if applicable) by TWC, and the final acceptance of this agreement in an open meeting by a majority of TWC's three-member Commission.

TWC's three-member Commission is prohibited by Texas Labor Code §301.321(b) and Texas Government Code §575.005 from accepting this agreement if prior to such acceptance the contributor is or becomes party to an administrative proceeding pending before the Commission, and the agreement concerns the donation of funds from a private entity or the transfer of funds from a public entity. Such prohibition applies until the 30th calendar day after the date the decision in the proceeding becomes final under Texas Government Code §2001.144.

SECTION 2: The contributor, by executing this agreement, certifies that:

- a. The contributor, if it is a for-profit entity, does not currently:
 - (i) have a contractual relationship with TWC for services or products of a value of \$50,000.00 or greater; or
 - (ii) have a bid before TWC for such a contract, except for a contract or bid that relates solely to providing child care services.

- b. Upon execution of this agreement, if it is for the contribution of privately donated or publicly transferred funds, the contributor shall not enter into a contract with TWC or submit a bid in response to a request for proposal issued by TWC before the first anniversary of the date on which TWC accepted a donation from the contributor unless the contract or bid relates only to providing child care services.

SECTION 3: The contributor agrees as follows:

- a. To remit to TWC the pledged local share in accordance with Item E, Donation/Transfer Payment(s) and Public Entity Certification of Expenditures Schedule.

- b. For donations and transfers of funds, checks remitted by the contributor must be made payable to the **Texas Workforce Commission or to the Board, and submitted to TWC through the Board.**

- c. To keep, and make available to TWC or the Board upon request, records adequate to show that the contributed funds put forth in this agreement are eligible for matching purposes. The records shall be retained and made accessible for the longer of:

- (i) the period specified by the Board's record retention policies for such records;
 - (ii) three years after the end date of this agreement; or
 - (iii) until the completion and resolution of all issues which arise from any litigation, claim, negotiation, audit, or other action that began during and was on-going as of the end of the normal retention period.
- d. When certifying expenditures of public funds as the local match, to provide the Board and TWC with a statement that certifies the expenditures, and includes information detailing services delivered and expenditures in the format and within the time frames prescribed by the Board.
- e. To certify that the expenditures used as child care match are eligible for federal match, and were not used to match other federal funds.
- f. Donations from private entities:
- (i) are donated without any restriction that would require their use for a specific individual, organization, facility, or institution;
 - (ii) do not revert to the donor's facility or use;
 - (iii) are not used to match other federal funds;
 - (iv) shall be certified both by the donor and by TWC;
 - (v) shall be subject to the audit requirements in 45 CFR §98.65; and
 - (vi) shall provide the Board and TWC, upon request, data needed for federal reporting purposes.

SECTION 4: The Board agrees as follows:

- a. To use the funds donated or transferred by the contributor, and the resulting federal funds for child care services within the workforce area(s) consistent with the intent of this agreement.
- b. To ensure that child care services provided by funding made available through this agreement are only those provided in accordance with applicable local, state, and federal laws and regulations.
- c. To ensure that certified public expenditures (if applicable) represent expenditures eligible for federal match; were not used to match other federal funds; were not federal funds unless authorized by federal law to be used to match other federal funds; and do not represent expenditures for public prekindergarten programs as referenced in 45 CFR §98.53(h).
- d. To ensure that donations from private entities:
- (i) are donated without any restriction that would require their use for a specific individual, organization, facility, or institution;
 - (ii) do not revert to the donor's facility or use;
 - (iii) are not used to match other federal funds;
 - (iv) shall be certified both by the donor and by TWC;
 - (v) shall be subject to the audit requirements in 45 CFR §98.65; and
 - (vi) shall provide TWC, upon request, data needed for federal reporting purposes.

- e. To inform the contributor of the time frames and procedures for remitting payment of pledged funds or submitting reports delineating certification of expenditures during the contribution period.

SECTION 5: The Board and the contributor agree as follows:

- a. That performance under this agreement is contingent upon the certification of private donations (if applicable) and the final acceptance of this agreement in an open meeting by a majority of TWC's three-member Commission.
- b. "Child Care Local Match Contribution Information" is incorporated by reference.
- c. To comply with federal regulations in 45 CFR §98.53 relating to matching fund requirements, and 45 CFR §98.54 relating to restrictions on the use of funds.
- d. To submit a certification of expenditures report, certifying that the child care related expenditures were incurred according to regulations and policies to draw down such federal matching funds, and have not already been used as match for any other federal matching program.
- e. Other agreed-upon local operating plans and procedures used to implement and carry out the terms and intent of this agreement must comply with Board policies and procedures.
- f. This agreement for the contributor to provide matching funds is contingent upon the availability and amount of unmatched federal CCDF appropriations. If such funds are otherwise unavailable or reduced, written notice of termination, payment suspension, or funding reduction will be given by any party.
- g. These terms and conditions may be amended by written agreement of all parties at any time prior to the current agreement end date, as indicated on page one of this agreement, contingent upon acceptance of the amended terms and conditions by all parties.
- h. If federal, state, or local laws, or other requirements are amended or judicially interpreted so as to render continued fulfillment of this agreement, on the part of any of the parties, 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 herein, the parties shall be discharged from any further obligations created under the terms of this agreement, except for the equitable settlement of the respective accrued interests or obligations incurred up to the date of termination.
- i. This agreement may be terminated by any party, for any reason, upon written notification to the other parties of at least 30 days in advance of such termination. Such written notification will be sent to the contributor's address as specified on Page 5 of this agreement.

CHILD CARE LOCAL MATCH CONTRIBUTION INFORMATION

A. BOARD INFORMATION:

Board Name: Workforce Solutions Capital Area Workforce Board		
Board Address: 6505 Airport Blvd. Suite 101E, Austin, TX 78752		
Board Staff – Contact Name: Franciell M. Farris	Phone: (512)597-7113	Fax: (512) 719-4709
E-mail Address: franciell.farris@wfscapitalarea.com		

B. CONTRIBUTOR INFORMATION:

Contributor Name: Travis County		
Contributor Address: Travis County Health and Human Services and Veterans Service P.O. Box 1748 Austin, TX 78767		
ATTN: Ladonna Brazell		
Type of Entity: Governmental		
Name of Fiscal Agent (if applicable):		
Vendor ID Number or Federal Employer ID Number of Contributor or Contributor's Fiscal Agent: 17460000192200		
Contributor Contact Name: Ladonna Brazell	Phone: (512)854-7875	Fax:
E-mail Address: Ladonna.Brazell@co.travis.tx.us		

C. ORIGINATING AGREEMENT INFORMATION:

Type of Contribution: <input type="checkbox"/> Donation (Private Entity) <input checked="" type="checkbox"/> Transfer (Public Entity) <input type="checkbox"/> Certification (Public Entity)
Pledged Local Match Amount: \$ 223,741
Program Number: 1414CCMT02
Did a Board Member assist in securing this local match agreement? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
• If YES, Name of Board Member:
• How did the Board Member assist?

A. USE OF FUNDS DESCRIPTION:

The planned use of funds, including planned amounts, is described below. Use of funds must be in compliance with the state's CCDF Plan in effect for the contract period.

1. **Cash Contributions:** The description below addresses the Board's planned use of local and federal funds resulting from donation and transfer of funds agreements.

Fund Use		Planned Local and Federal Funding (\$)
Direct Child Care	The funds will be used: 1. for direct child care services provided: for direct child care services provided by Texas Rising Star providers selected through a competitive process conducted by the City of Austin. Using the quarterly expenditure reports, at the sixth and ninth month benchmark, the Board may re-allocate any projected lapse in funding. Re-allocated funding will be used to purchase care to serve other CCDF low-income families living in Travis County. Any unspent local funding will be returned to Travis County. [include a brief description of use of the funds]; 2. for eligible children and families meeting TWC's and Board's eligibility criteria; and c. at child care providers eligible under TWC rules. Source of Local Funds: _____	\$ 643,953.70
Child Care Quality Improvement	The funds will be used for quality improvement activities allowable under TWC rule §809.16. Source of Local Funds: _____	\$
Administration and Operations	The funds will be used for administration and operations in accordance with applicable Federal regulations and Agency policies.	\$ 33,892.30
TOTAL	Total planned local and federal funds resulting from donations and transfers.	\$ 677,846.00

2. **Certification of Expenditures:** The descriptions below describe: (1) the allowable child care services or activities that resulted in local certified expenditures, the source of the local funds, and (2) the Board's planned use of the matched federal funds resulting from the certification of expenditures.

Fund Use		Planned Local Funding (\$)
Direct Child Care	Expenditures certified by the contributor resulted from: 1. direct child care services provided by: _____ [child care provider or organization, or entity]; and 2. non-CCDF funded children residing with a family at or below 85% of state median income, and parents who are working or attending job training or education. Source of Local Funds: _____	\$
Child Care Quality Improvement	The funds will be used for quality improvement activities allowable under TWC rule §809.16. Source of Local Funds: _____	\$
Fund Use		Planned Federal Funding (\$)
Direct Child Care	The federal funds will be used: 1. for direct child care services provided: _____ [include a brief description of use of the funds]; 2. for eligible children and families meeting TWC's and Board's eligibility criteria; and 3. at child care providers eligible under TWC rules.	\$
Child Care Quality Improvement	The funds will be used for quality improvement activities allowable under TWC rule §809.16.	\$
Administration and Operations	The funds will be used for administration and operations in accordance with applicable Federal regulations and Agency policies.	\$

TOTAL	Total planned <u>local and federal</u> funds resulting from certifications of expenditures.	\$
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B. DONATION/TRANSFER PAYMENT(S) AND CERTIFICATION OF EXPENDITURES SCHEDULE:

In compliance with Section 3(a) of this agreement, the contributor will remit payment or reports of actual expenditures in accordance with the completed schedule below.

1. Donation/Transfer Payment(s) (Local Funds)

	Donation/Transfer Date	Actual Amount
1.	11/15/13	\$ \$55,935.00
2.	2/15/14	\$ \$55,935.00
3.	4/15/14	\$ \$55,935.00
4.	7/15/14	\$ \$55,936.00
5.		\$
6.		\$
7.		\$
8.		\$
9.		\$
10.		\$
11.		\$
12.		\$
TOTAL		\$ \$223,741.00

❖ Pursuant to TWC rule §800.73(a)(2), the donation(s)/transfer(s) must occur within the effective program year in which the funds are allocated.

2. Public Entity Certification of Expenditures (Local Funds):

	Certification Period	Reporting Date *	Planned Amount of Expenditures
1.	From to		\$
2.	From to		\$
3.	From to		\$
4.	From to		\$
5.	From to		\$
6.	From to		\$
7.	From to		\$
8.	From to		\$
9.	From to		\$
10.	From to		\$
11.	From to		\$
12.	From to		\$
TOTAL			\$

❖ Pursuant to TWC rule §800.73(a)(2), the certification(s) must occur within the effective program year in which the funds are allocated.

❖ Explanation is required below if reporting dates are outside the contract end date.

Completed original, signed forms must be sent to TWC's Board & Special Initiative Contracts department, 101 East 15th Street, Room 506T, Austin, Texas 78778-0001. Please call the Board's assigned contract manager, if you have questions. An individual may receive and review information that TWC collects by sending an e-mail to open.records@twc.state.tx.us or writing to TWC Open Records Unit, 101 East 15th Street, Room 266, Austin, Texas 78778-0001.

**CERTIFICATION OF EXPENDITURES
BY A PUBLIC ENTITY**

Name of Contributing Public Entity: _____

The public entity named above certifies expenditures in the amount of \$ _____ to be used as state matching funds to draw down available federal matching funds as authorized in the CCDF regulations at 45 CFR §98.53.

By signing below, the public entity named above certifies that the funds specified above:

- 1) are not federal funds, or are federal funds authorized by federal law to be used to match other federal funds;
- 2) are not used to match other federal funds;
- 3) represent expenditures eligible for federal match; and
- 4) do not represent expenditures for public prekindergarten programs as referenced in 45 CFR §98.53(h).

Signature of authorized agent: _____

Printed name of authorized agent: _____

Title of authorized agent: _____

**JOINT CERTIFICATION OF FUNDS
DONATED FROM PRIVATE SOURCES**

Name of Donor: _____

The Donor named above contributes funds in the amount of \$ _____ to TWC to be used as state matching funds to draw down available federal matching funds as authorized in the CCDF regulations at 45 CFR §98.53.

By signing below, the Donor and TWC certify that the donated funds specified above:

- 1) are available and represent expenditures eligible for federal match;
- 2) are donated without any restriction that would require their use for a specific individual, organization, facility, or institution;
- 3) do not revert to the Donor's facility or use; and
- 4) are not used to match other federal funds.

DONOR'S CERTIFICATION

Signature of authorized agent: _____

Printed name of authorized agent: _____

Title of authorized agent: _____

TWC'S CERTIFICATION

Signature of authorized agent: _____

Printed name of authorized agent: Reagan Miller

Title of authorized agent: Director, Workforce Development Division

ATTACHMENT A
CHILD CARE LOCAL MATCH CONTRIBUTION AGREEMENT

TWC and Contributor agree that this Child Care Local Match Contribution Agreement includes the attachments enumerated and denominated below and attached to this 2014 Renewal, which are hereby made a part of this Agreement, and constitute promised performances by the Parties in accordance with all terms of this Agreement:

- | | | |
|--------|---------------|------------------------------------|
| (i) | 2014 Form #2 | Program Cover Page |
| (ii) | 2014 Form # 3 | Program Work Statement |
| (iii) | 2014 Form #4 | Program Budget |
| (iv) | 2014 Form #5 | Program Budget Narrative |
| (v) | 2014 Form #6 | Total Staff Positions and Time |
| (vi) | 2014 Form #7 | Program Funding Summary |
| (vii) | 2014 Form #8 | Subcontracted Expense Form |
| (viii) | 2014 Form #9 | Performance Report Definition Tool |
| (ix) | 2014 | Financial Reports/Forms* |
| | | (a) Request for Payment Form |
| | | (b) Quarterly Expenditure Report |
| | | (c) Compliance Certification Form |
| | | (d) Budget Revision Request Form |
| (x) | 2014 | Insurance Requirements |
| (xi) | 2014 | General Agreement Terms |

* The Parties agree that the forms provided under 3.1(ix) above are sample forms, and that Contributor will provide TWC with completed appropriated forms upon final execution of the document.

Precedence. The parties acknowledge and agree that, where an Attachment listed above contains specific agreement as to terms which conflict with the general provisions of the Agreement, to the extent that there is such conflict, the terms of the attachment will prevail. At all times, every effort will be made to comply with the terms of both sections.

The parties agree that certain forms specified in Section 4.2(a) above may not be applicable to this Agreement, and that Contributor will advise TWC which of the specific forms will apply and be required for compliance with the Agreement terms and TWC agrees to comply with the requirements as designated by Contributor.

The Parties agree that this Attachment A is a part of this Agreement and constitutes promised performances by the Parties in accordance with all terms of this Agreement.

In addition, the Parties agree to ratify the provision of services under the terms of this Agreement from October 1, 2013 through the date of execution of this Agreement.

	Travis County CONTRIBUTOR	WORKFORCE SOLUTIONS CAPITAL AREA WORKFORCE BOARD LOCAL WORKFORCE DEVELOPMENT BOARD
Signature	By:	
Printed Name	Samuel T. Biscoe	Alan D. Miller
Title	Travis County Judge	Executive Director
E-mail Address (optional)	Sam.Biscoe@co.travis.tx.us	Alan.Miller@wfscapitalarea.com

EXHIBIT 1

2014 Form #2	Program Cover Page
2014 Form # 3	Program Work Statement
2014 Form #4	Program Budget
2014 Form #5	Program Budget Narrative
2014 Form #6	Total Staff Positions and Time
2014 Form #7	Program Funding Summary
2014 Form #8	Subcontracted Expense Form
2014 Form #9	Performance Report Definition Tool
2014	Financial Reports/Forms
	(a) Request for Payment Form
	(b) Quarterly Expenditure Report
	(c) Compliance Certification Form
	(d) Budget Revision Request Form
2014	Insurance Requirements
2014	General Agreement Terms

Form # 2: PROGRAM COVER PAGE
for FY 2014 Social Service Contracts funded by Travis County

Date prepared: 09/23/13

1. Agency Name as provided in <u>Articles of Incorporation</u>: Worksource – Greater Austin Area Workforce Board dba Workforce Solutions – Capital Area Workforce Board		2. Tax ID Number: 74-2327454
3. Program Name: Child Care Local Match		
4. a) Physical Street Address (Street, City, State, Zip): 6505 Airport Blvd., Suite 101-E, Austin, TX 78752	5. Board President/Chair: Name: Anamita Mukherjee	
4. b) Mailing Address (if different from above):	Address: 11500 N. Mopac Expressway, Austin, TX 78759	
4. c) Payee Address (if different from above):	Email: anamita.mukherjee@ni.com Phone: (512) 683-8998	
6. Agency Executive Director (name): Alan Miller Phone: (512) 597-7102 Email: alan.miller@wfscapitalarea.com	7. Name of person authorized to sign contracts for Agency: Alan Miller (#6), Jerry Neef (#9) Phone: Email:	
8. Program Director (name): Elaine Clark Phone: (512) 597-7109 Email: elaine.clark@wfscapitalarea.com	9. Agency Financial Officer (name): Jerry Neef Phone: (512) 597-7105 Email: jerry.neef@wfscapitalarea.com	
10. Contact person for PROGRAM issues (name): Franciell Farris Phone: (512) 597-7113 Email: franciell.farris@wfscapitalarea.com	11. Contact person for FINANCIAL issues (name): Cheryl Carter Phone: (512) 597-7116 Email: cheryl.carter@wfscapitalarea.com	
12. Primary contact for Quarterly Program Performance Report issues (name): Franciell Farris (#10) Phone: Email:	13. Person responsible for submitting Quarterly Program Performance Reports (name): Franciell Farris (#10) Phone: Email:	
14. Program funding amounts by source: Travis County Social Service Contract <u>\$223,741.00</u> All OTHER Sources + <u>\$1,459,424</u> TOTAL Program Funding = <u>\$1,683,165</u>	15. Primary contact person for this contract packet (name): Franciell Farris Position Title: Child Care Quality Program Specialist Phone: (512) 597-7113 Email: franciell.farris@wfscapitalarea.com	

Form # 3: PROGRAM WORK STATEMENT
for FY 2014 Social Service Contracts funded by Travis County

Date prepared: 09/23/13

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: *Child Care Local Match*

1. Program goals and objectives:

Briefly describe the goals and objectives of the services purchased by Travis County in this contract.

The goal of the program is to purchase child care to serve eligible low-income families in Travis County. Travis County funds are matched through federal funds allocated through the Child Care and Development fund (CCDF).

2. 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 disabilities under 19 years of age;
- Reside in Travis County/City of Austin;
- Reside with parents who require child care in order to work or attend a job training or educational program; and
- Reside with parents who meet participation requirements: 25 hours per week of work or job training or an educational program for a one-parent household, 50 hours for a two-parent household.
- Reside with a family who meets the program's income requirements: County funds and the federal match will be used to serve children whose family income does not exceed 200% of the Federal Poverty Guidelines, unless funds are reallocated at the 6-month or 9-month benchmark; any reallocated funds will be used to serve children whose family income does not exceed 85% of the State Median Income.

3. 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. Providers will be selected through a process conducted by the City of Austin. Using the quarterly expenditure reports, at the sixth and ninth month benchmarks, Workforce Solutions may reallocate any projected lapse in funding. Reallocated funding will be used to serve other CCDF low-income families living in Travis County with incomes up to 85% of state median income, who meet all program requirements described in Item #2.

Travis County funds will be used for child care assistance for eligible children meeting Workforce Solutions Capital Area Workforce Board's (WFS) eligibility criteria described in Item #2.

4. 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, the City of Austin, and Workforce Solutions Capital Area Workforce Board (WFS). Using locally-generated funds from the County and the City, WFS leverages matching federal funds to more than double the amount of funding available for child care assistance to eligible families.

5. **OUTPUT** Performance Measures (replace the blue text and shaded spaces below with the actual wording of your measures and their corresponding 12-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 clients served	47	265	312

(If approved for additional Output measures, copy and paste the blocks above and re-number accordingly)

6. **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 12-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 <u>not</u> reported every Quarter, in which Quarter(s)?
Amount of federal funds leveraged	1,459,424	

(If approved for additional Outcome measures, copy and paste the blocks above and re-number accordingly)

7. Community planning activities:

Describe your agency's involvement in community planning activities that are specific to the services provided under this contract.

COMMUNITY PLANNING ACTIVITIES:

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: TMC's 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 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 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.

8. 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.

The Board will submit monthly reports showing the amount of Travis County funds spent and the number of children served. 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.

Date prepared: 9/24/2013

Form # 4: PROGRAM BUDGET
 for FY 2014 Social Service Contracts funded by Travis County

Agency: Workforce Solutions Capital Area Workforce Board

Program: Child Care Local Match

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.

<i>IMPORTANT: All \$ amounts must be whole dollars only (no cents)</i>			
PERSONNEL	Requested COUNTY Amount	Amount Funded by ALL OTHER Sources	* TOTAL Budget (ALL funding sources)
Administrative Salaries - Regular Time			0
Direct Service Salaries - Regular Time			0
Administrative Salaries - Overtime			0
Direct Service Salaries - Overtime			0
Benefits			0
A. SUBTOTALS: PERSONNEL	0	0	0
OPERATING EXPENSES			
General Operating Expenses			0
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>	223,741	1,459,424	1,683,165
Staff Travel - <u>within Travis County</u>			0
Conferences/Seminars/Training - <u>within Travis County</u>			0
** Staff Travel - <u>out of County</u>			0
** Conferences/Seminars - <u>out of County</u>			0
B. SUBTOTALS: OPERATING EXPENSES	223,741	1,459,424	1,683,165
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)			0
			0
C. SUBTOTALS: DIRECT ASSISTANCE	0	0	0
GRAND TOTAL (A + B + C)	223,741	1,459,424	1,683,165
PERCENT SHARE of Total for Funding Sources:	13.3%	86.7%	100.0%

Form # 5: PROGRAM BUDGET NARRATIVE
 for FY 2014 Social Service Contracts funded by Travis County

Date prepared: 07/23/2013

Agency: Workforce Solutions Capital Area Workforce Board

Program: Child Care Local Match

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	
Salaries – Overtime	
Benefits	
OPERATING EXPENSES	
General Operating Expenses	
Insurance/Bonding	
Audit Expenses	
Consultants/Contractual	<i>Operations expenses to Contractor to manage program; Payments to providers for child care.</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 (specify)	

** These line items require prior approval – Refer to your Contract Language.

Form # 6: Total Program STAFF POSITIONS & TIME
 for FY 2014 Social Service Contracts funded by Travis County

Date prepared: 06/21/2013

Agency: Workforce Solutions Capital Area Workforce Board

Program: Child Care Local Match

Instructions: List below all program staff individually by their position titles only (do not include their names), indicate whether each is direct service staff or administrative staff and indicate the percentage of their total time which is assigned to this specific program. **IMPORTANT: If two or more staff members with the same position title work on this program, be sure to list each position separately, with their individual percentages of total time for this program.**

List ALL Program Positions Individually by Titles	Percent of Time for this Program
Client Services Representative – Direct Service	11%
Client Services Representative – Direct Service	11%
Client Services Representative – Direct Service	11%
Client Services Representative – Direct Service	11%
Client Services Representative Lead II – Direct Service	90%
Client Services Supervisor - Administrative	20%
Finance Supervisor – Direct Service	10%
Program Director - Administrative	10%

Date prepared: 9/23/2013

Form # 7: PROGRAM FUNDING SUMMARY
 for FY 2014 Social Service Contracts funded by Travis County

Agency Name: <u>Workforce Solutions Capital Area Workfor</u>		Program Name: <u>Child Care Local Match</u>	
Funding Sources	Grant/Contract Name	Funding Period	Funding Amount
Travis County	Social Service Contract (Travis County prgm. budget)	10/1/2013 -9/30/2014	\$223,741
Travis County			
Travis County			
City of Austin	Social Service Contract (City of Austin prgm. budget)	10/1/2013-9/30/2014	\$331,832
City of Austin			
City of Austin			
Federal	CCDF/Workforce Solutions Capital Area Workforce Board	10/1/2013-9/30/2014	\$1,127,592
Federal			
State			
State			
United Way			
Contributions			
Program Income/ Fees			
Other (Specify)			
TOTAL PROGRAM FUNDING:			\$1,683,165

Form # 8: SUBCONTRACTED EXPENSES FORM
 for FY 2014 Social Service Contracts funded by Travis County

Date prepared: 09/23/2013

Agency: Worksource Solutions Capital Area Workforce Board

Program: Child Care Local Match

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	10/1/13-9/30/14	
Services to be Subcontracted	Child Care Services Management	
Number of Clients to be Served (if applicable)	312	
Dollar Amounts by Funding Source:		
<u>TRAVIS COUNTY amount</u> \$ 223,741	<u>ALL OTHER Sources amount</u> \$ 1,459,424	<u>TOTAL</u> \$ 1,683,165

SUBCONTRACT #2		
Name of Subcontractor		
Term of Subcontract		
Services to be Subcontracted		
Number of Clients to be Served (if applicable)		
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 (if applicable)		
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: 6/21/2013

Form # 9: Performance Measure Definition Tool
for FY 2014 Social Service Contracts funded by Travis County

Agency: Workforce Solutions Capital Area Workforce Board

Program: Child Care Local Match

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	Count of the number of unduplicated children served. A child may be counted only once over the contract year.	The Texas Workforce Information System of Texas (TWIST), and Workflow, the information system used by WFS Child Care Services.	The performance target was calculated as follows: Total amount of funding for direct care (\$1,503,368.55) divided by the average daily reimbursement rate to providers (\$18.47), divided by the number of billable days per year (261) = 312 children served per year.	Francieli Farris
OUTCOME MEASURES:					
Outcome #1	Amount of federal funds leveraged	The sum of federal funds leveraged as a result of the County's funding, plus federal funds leveraged with City of Austin funding.	FY14 Local Match Determination Tool will be used to calculate the amount available for leverage.	WFS fiscal department will provide financial reports to track and document the leveraging of funds throughout the year.	Francieli Farris
DEMOGRAPHIC AND ZIP CODE REPORT					
Gender, Race, and Ethnicity	Number of unduplicated clients by their gender, race, and ethnicity	Upon enrollment, families provide demographic and zip code information.	Family self-reporting		Francieli Farris
Age	Number of unduplicated clients by their age at start of program and grouped into age categories	See above	See above		Francieli Farris
Income Status	Number of unduplicated clients by their income status at start of program and grouped into income categories	See above	See above		Francieli Farris
Zip Code	Number of unduplicated clients by their zip code at start of program	See above	See above		Francieli Farris

INSTRUCTIONS for TRAVIS COUNTY INVOICING:

Using the Payment Request/ Expenditure Report and related forms for Social Service Contracts

***** IMPORTANT: Please carefully read and follow the steps below in the order indicated to prepare and submit monthly invoices using the electronic invoicing spreadsheet forms located in the adjacent tabs of this file *****

GENERAL INFORMATION. This file contains the following spreadsheet tabs, listed from left to right:

Tab 1. This Instructions page - please print this and refer to it often as you prepare your invoices;

Tab 2. Budget Revision Request form, which must be completed and submitted any time such revision is needed;

Tab 3. Compliance Certification form - this completed form must be submitted with every invoice; and

Tabs 4 & above. The Expenditure Reports and Payment Requests (follow the detailed instructions below), comprised of 8 linked monthly spreadsheet tabs (4 "Exp Rpt" & 4 "Pay Req"), beginning with Q1. **NOTE: (Subject to any changes in County requirements) if you have any unexpended funds remaining after your last regular quarterly invoice and for which you will request payment, there will be a Supplemental "final payment request" form provided separately, along with your Contract Annual Summary (formerly Close-Out) forms.**

MAINTAINING the INTEGRITY of FORMS/ LINKS: The cell formulas and embedded links among the forms have been carefully constructed - do NOT change them without consulting us first. The forms may also be password-protected, allowing you to input required data into appropriate cells only. If your invoice forms need any changes, please contact your Travis County Contract Specialist for assistance: ladonna.brazell@co.travis.tx.us or by phone (512) 854-7875 or sanjuana.gonzales@co.travis.tx.us or by phone at (512)854-4122

MONTHLY EXPENDITURE REPORT (Complete this form FIRST)

1) In the Q1 Exp Rpt" spreadsheet tab, review and if needed add/correct the appropriate program and agency information near the top. Be sure to include your agency's contact person name/phone/extension.

2) For the Approved Budget column F, review and if needed, contact your TRAVIS COUNTY Contract Specialist for necessary changes. Note that all subtotals and totals will calculate automatically. The resulting bottom line total in line 21 (cell F42) should equal the corresponding total COUNTY-only program budget amount for the current contract term.

3) Then in the Expenditures Quarter 1 column, input the actual amount for each eligible expenditure line item (total for the Quarter 1 period). Then check all amounts on the sheet for accuracy, and make sure that the correct amounts and other information are carried forward into the remaining monthly "...Exp Rpt" spreadsheets. As each new month is completed in the contract term, you will repeat this step for the corresponding month's Expenditure Report. Be sure to verify the accuracy of all calculations and cumulative amounts, every time you invoice.

PAYMENT REQUEST (Check/correct this form only AFTER completing the Expenditure Report)

These spreadsheets are designed so that the amounts in each of the 4 Payment Request forms automatically calculate directly from the corresponding Expenditure Report - this means that the two Quarter 1 forms are linked, as are the two Quarter 2 forms, etc. In addition, all of the "...Exp Rpt" and "...Pay Req" forms are linked so that the correct cumulative amounts should automatically be carried forward into the appropriate cells for subsequent months. **IMPORTANT: All amounts in the Payment Requests should be calculated automatically - your main task for Payment Requests is to verify that all of the amounts are calculated and printed correctly.**

5) Verify that each "...Pay Req" spreadsheet includes a unique Invoice Number in the shaded block near the top - this number is also linked to the invoice number of the corresponding month's Exp Rpt form. This Number is a code representing your agency and program, the month invoiced, and ends in " 1 " to indicate it is the first or original invoice for that month. Important: if for any reason you later submit a different, revised or corrected, etc. invoice for that same month (which replaces or supplements the original invoice), change the ending number to " 2 " on that second invoice, then to " 3 " on the third one as needed, etc.

***** Reminder for steps 6, 7 and 8 below: Most items on the Payment Request should be input or corrected by first adjusting the corresponding linked data in that month's Expenditure Report. *****

6) Next, review and (if needed) add/correct the appropriate agency and program information in section I, including the Payment Request Amount for the month being invoiced.

7) Check and correct (if needed) the amounts in Section II, ensuring that they are consistent with the corresponding amounts in the monthly "... Exp Rpt" spreadsheets.

8) Review the other "...Pay Req" spreadsheets to ensure that all of the information is accurately carried forward also.

9) To invoice for each upcoming month, **repeat steps 3 and 5-8 listed above** for the appropriate pair of monthly sheets, print both sheets, obtain the required signatures, and submit as usual with a completed Compliance Certification form.

SUBMIT YOUR FORMS WITH ORIGINAL SIGNATURES TO: Caula McMarion, HHS/VS, P. O. Box 1748, Austin, TX 78767

Note - NOT included here: Supplemental Final Payment forms - If you have any unexpended funds remaining after your last monthly invoice and for which you will request payment, the appropriate Supplemental / Final Payment forms should be provided after September for your action. Otherwise, you will release any remaining unexpended funds back to the County as part of the separate "Contract Annual Summary" (formerly known as "Close-Out") process.

BUDGET REVISION REQUEST - SOCIAL SERVICES CONTRACTS

Travis County Health and Human Services & Veterans Services Department

Agency Name: _____

Revision for: **TRAVIS COUNTY Funding Only**

Program Name: _____

AGENCY: Refer to any applicable contract section(s) and / or attachment(s) when using this form

Revision Number: _____

Contract Term: _____

Effective Date for Revision: _____

Notice: the line items in this form are NOT directly linked to the monthly "...Exp Rpt" forms - you must still input your revised budget line items (when approved) into the next applicable monthly "...Exp Rpt" form as usual

Line	Item	Approved Budget	Prior Approval Required ?	Adjustment Amt. (indicate + or -)	Revised Budget
PERSONNEL					
1	Salaries - REGULAR time				
2	Salaries-OVERTIME (Trav.Co. only)				
3	Benefits				
4			YES		
A	SUBTOTAL - PERSONNEL				
OPERATING EXPENSES					
5	General Operating Expenses				
6	Insurance/Bonding				
7	pro-rata share only) PRIOR APPROVAL REQUIRED		YES		
8	Consultants / Contractual				
9	Staff Travel - <u>within</u> Travis County				
10	Conference/Seminars/Trng. <u>within</u> Travis Co.				
11	Staff Travel - <u>out of</u> Travis Co.		YES		
12	County		YES		
13			YES		
14			YES		
B	SUBTOTAL - OPER. EXPENSES				
DIRECT ASSISTANCE					
15	Food / Beverage - for clients				
16	Financial Assistance to Individuals (e.g., rent, mortgage, utilities)				
17			YES		
18			YES		
C	SUBTOTAL: DIRECT ASSIST.				
EQUIPMT./CAPITAL OUTLAY					
19			YES		
20			YES		
D	SUBTOTAL - EQPMT./ CAPITAL				
21	TOTALS (A+B+C+D+E)				

Preparer's Signature: _____

Date: _____

Authorized Signature: _____

Date: _____

Travis Co. USE ONLY:

Reviewed & approved by: _____

Date: _____

Compliance Certification form – Social Service Contracts

IMPORTANT: this completed form must be submitted with each monthly invoice



Agency: _____

Program: _____

Payment requested: month: _____, 20

Payment requested from: **TRAVIS COUNTY**

The following items must be itemized in the current approved program budget, OR written prior approval by TCHHSVS Executive Director regarding these items must be attached to the Payment Request. *(Mark any that apply to this month)*

- Purchase of any non-expendable property *
- * (agency must also complete the Equipment Purchased table, below)
- Alteration or relocation of facilities
- Out of County Travel/ Conferences/ Seminars/ Training
- Consultant/professional services or subcontracts
- Budget transfers over the 10% rule per contract
- None of the above apply to this month

- Compliance with Special Conditions/ Corrective Action Plan.
- Overtime expenditures if any followed contract requirements
- Audit expenditures if any were allocated per agency funding sources per contract
- Annual Audit submitted by Service Agency per contract.
- Transfer of Funds/Budget adjustments less than 10% made by agency **
- ** (agency must attach Budget Revision request form)

Equipment Purchased:

Purchase Date	Item	Cost	Model Number	Serial Number	Location

Travis County Purchasing Office employee, _____ was notified of above purchases on _____
(name) (date)

I certify the information reported herein and attached hereto is true, correct, and complete.
 Please process the attached payment(s). *(Certification required for processing of payment.)*

Executive Director _____ Date _____

For TCHHSVS use only:

- County funds calculated accurately (to two decimals)
- County program budget not over-spent, per contract
- Fiscal year limitation not over-spent, per contract (75% Rule)
- Annual Audit submission by Service Agency per contract has been verified
- Compliance with Special Conditions/ Corrective Action Plan is confirmed

Attach copies of the following to this sheet and mark all that apply:

- Payment Request (verified and approved)
- Expenditure Report (verified and approved)
- Budget Revision form (if applicable)
- Revised/ Modified Payment Request (if applicable)
- Any required prior approval documents

I certify the information reported herein and attached hereto is true, correct, and complete.
 Please process the attached payment(s). *(Certification required for processing of payment.)*

TCHHSVS Program Manager _____ Date _____

TCHHSVS Division Director _____ Date _____

For TCHHSVS use only:

- Service has been received in the HTE system
- Payment Request reviewed for: 1) reporting accuracy 2) expenditures verified and 3) contract compliance.
- Annual Audit submission by Service Agency per contract has been verified

TCHHSVS Contract Monitor _____ Date _____

I hereby certify that the information reported on this compliance certification form by all parties is true, correct, and complete.
 I understand that the legality of the payment is dependent on the accuracy of these statements. Please process the attached payment(s). *(Please note, payment will not be processed without this signed certification attached to request for payment.)*

 (Signature of County Executive for Health & Human Services and Veterans Service) Date _____



Travis County Social Services Contract PAYMENT REQUEST

Invoice Number:

IMPORTANT: Both an Expenditure Report and a Compliance Certification form must be provided with this invoice

SECTION I - CURRENT PAYMENT DATA		
Agency	Program	Month/Year
	Contract Term	PAYMENT REQUEST AMOUNT
		\$0.00

SECTION II - PROGRAM BUDGET AND PAYMENT SUMMARY	
Item	Travis County Funds
1. TRAVIS COUNTY-Funded Program Budget	\$0.00
2. Previous Payments Requested (excludes Advance)	\$0.00
3. AMOUNT OF THIS PAYMENT REQUEST	\$0.00
4. Total Payments Requested (Item 2 plus Item 3)	\$0.00
5. Balance (Item 1, minus Item 4)	\$0.00

SECTION III - CERTIFICATION <i>(Must be completed by Contractor)</i>		
I certify that this Payment Request and the corresponding Expenditure Report have been made in accordance with the terms and conditions of the Contract. I also certify that all information provided is correct and that the amounts are not in excess of current needs.		
Preparer's Signature	Title	Date
Authorized Signature	Title	Date

SECTION IV - PAYMENT APPROVAL - <i>(TRAVIS CO. Staff)</i>		
Contract Manager's Signature	Name and Title	Date

SECTION V - PAYMENT APPROVAL - <i>(Travis County FINANCE)</i>			
TC HHS & VS Financial Approval	Name and Title	Date	AMOUNT APPROVED
County Account Number	Issue Area	Vendor ID Number	Purchase Order Number

Staff Comments:

TRAVIS COUNTY CONTRACT EXPENDITURE REPORT

Inv. #:

Report Period:

Agency:
 Agency contact:
 E-mail:

Program:
 Phone:
 Fax:

Current contract term:

Line	Approved Budget			Actual Expenditures & Balance			
	SERVICE/ACTIVITY	# of Units	Cost Per Unit	Approved Budget	Expenditures	Cumulative Expenditures	Budget Balance
1						0.00	0.00
2				0.00	0.00	0.00	0.00
3				0.00	0.00	0.00	0.00
4				0.00	0.00	0.00	0.00
TOTALS				0.00	0.00	0.00	0.00
Maximums Allowable					0.00	0.00	

Summary of Monthly Activities

Preparer's Signature: _____

Date: _____

Authorized Signature: _____

Date: _____

Travis Co. USE ONLY:

Reviewed & approved by: _____

Date: _____

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: 1-30-14
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]
Signature of Affiant
6505 Airport Blvd, Austin, TX
Address 78752

SUBSCRIBED AND SWORN TO before me by Alan D. Miller on 1/30, 2014.

[Signature]

Notary Public, State of TEXAS
Typed or printed name of notary Sandra Ortega
My commission expires: 6/17/17



LIST OF KEY CONTRACTING PERSONS
January 21, 2014

CURRENT

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Name of Business Individual is Associated</u>
County Judge	Samuel T. Biscoe	
County Judge (Spouse)	Donalyn Thompson-Biscoe	
Executive Assistant	Cheryl Brown	
Executive Assistant	Melissa Velasquez	
Executive Assistant	Josie Z. Zavala	
Executive Assistant	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)	CharylN Daugherty	Consultant
Executive Assistant	Bob Moore*	
Executive Assistant	Martin Zamzow*	
Executive Assistant	Madison A. Gessner*	
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 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
Executive Assistant	Barbara Smith.....	01/15/15

* - Identifies employees who have been in that position less than a year.

Shannon Pleasant

From: Farris, Franciell <franciell.farris@wfscapitalarea.com>
Sent: Tuesday, January 14, 2014 9:28 AM
To: Shannon Pleasant
Cc: Marvin Brice; Ladonna Brazell; Tara Carmean; Clark, Elaine W
Subject: Request for a Corrected Travis County Local Match Agreement
Attachments: RE: Travis County Local Match Agreement FY 14

Importance: High

Workforce Solutions – Capital Area Workforce Board would like to request a corrected Travis County Local Match Agreement from Travis County. The corrected agreement is needed and will be submitted to the Texas Workforce Commission (TWC) by 01/31/14. The previous agreement was not accepted by TWC this week because it was on an old template, WD Letter 40-09, Attachment 1.

In late September, WFS sent the documents to Travis County for review on the current template, WD Letter 30-12, Attachment 1 (see attached correspondence). However, with the modifications from the County, the final agreement was transferred onto the old template and was signed by both parties.

We apologize for any inconvenience this may have caused. Your quick response to resolve this issue is greatly appreciated.

Thank you,

Franciell M. Farris
Child Care Quality Program Specialist
Workforce Solutions – Capital Area Workforce Board
6505 Airport Blvd., Suite 101-E
Austin, TX 78752
(512) 597-7113
(512) 719-4709 Fax
franciell.farris@wfscapitalarea.com
www.wfscapitalarea.com

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**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: February 4, 2014

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

FROM: *Sherri E. Fleming*
Sherri E. Fleming, County Executive
Travis County Health and Human Services and Veterans Service

SUBJECT: Approval of a modification to the Workforce Solutions Child Care Local Match Contract: \$223,741

Proposed Motion:

Consider and take appropriate action to approve a modification to the Workforce Solutions Child Care Local Match contract.

Summary and Staff Recommendation:

The Texas Workforce Commission requires that a different attachment be used in this contract. The contract award, statement of work and budget remains unchanged. Workforce Solutions can utilize local contributions to draw down additional federal funds for childcare.

Issues and Opportunities:

Under this contract, Travis County will transfer \$223,741 of General Fund money earmarked for childcare to Workforce Solution so the organization can leverage an additional \$1,171,537 in federal childcare funds, the City of Austin will contribute \$331,832 to produce a total of \$1,727,110 to provide childcare for low-income families in Travis County.

Budget and Fiscal Impact:

These funds are in the FY 2014 zero-based budget.

Contract Term:

Fiscal year 2014: October 2013 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 Lehrman, Division Director, Family Support Services, TCHHSVS
Kathleen Haas, Financial Services Manager, Finance Division, TCHHSVS
Deborah Britton, Division Director, Community Services, TCHHSVS



Travis County Commissioners Court Agenda Request

Meeting Date: February 18, 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 twelve-month extension to Interlocal (Modification No. 11 to SAP No. 4400000351), with Limestone County, for inmate housing services.

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

This Interlocal Agreement allows Travis County to transport inmates to the Limestone County Detention Center for secure custody, care and safekeeping. Limestone County will provide housing, care, meals and routine medical services for such inmates on the same basis as it provides for its own inmates. Limestone County Detention Center is in Groesbeck, Texas, which is operated by CiviGenics Texas, Inc.

The department agrees that before use of Limestone County services, Court approval will be sought and funding identified.

Modification No. 11 will extend the contract through March 7, 2015. The per diem rate will remain at \$44.00

Modification No. 10 extended the contract through March 7, 2014. The per diem rate will remain at \$44.00.

Modification No. 9 extended the contract through March 7, 2013. The per diem rate will remain at \$44.00.

Modification No. 8 extended the contract through March 7, 2012. The per diem rate remained at \$44.00.

Modification No. 7 extended the contract through March 7, 2011. The per diem remained at \$44.00.

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.

Modification No. 6 extended the contract through March 7, 2010. The per diem remained at \$44.00.

Modification No. 5 extended the contract through March 7, 2009. The per diem remained at \$44.00.

Modification No. 4 increased the per diem rate from \$40.00 to \$44.00 per man-day as allowed in Article V section 5.3.

Modification No. 3 extended the contract through March 7, 2008.

Modification No. 2 extended the contract through March 7, 2007.

Modification No. 1 extended the contract through March 7, 2006 as allowed in Article III section 3.02.

Contract Expenditures: Within the last 0 months \$0.00 has been spent against this contract/requirement.

➤ **Contract-Related Information:**

Award Amount: as needed

Contract Type: Interlocal Agreement

Contract Period: March 8, 2005 – March 7, 2006

➤ **Contract Modification Information:**

Modification Amount: No change

Modification Type: Amendment

Modification Period: March 8, 2014 – March 7, 2015

➤ **Solicitation-Related Information:**

Solicitations Sent: N/A

Responses Received: N/A

HUB Information: N/A

% HUB Subcontractor: N/A

➤ **Funding Information:**

Purchase Requisition in H.T.E.: N/A

Funding Account(s):

Comments: Department will seek approval and verify funding before services are used under contract.

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.



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

DATE: January 22, 2014

MEMORANDUM

TO: Mike Long, Purchasing

FROM: Ron Rizzato, Accountant Associate

THROUGH: Maria Wedhorn, TCSO Financial Analyst

SUBJECT: Contract IL040149ML - Limestone County

The Travis County Sheriff's Office would like to exercise the option to renew the Inmate Housing contract with Limestone County, vendor #4400000351, for one additional year.

The contract services will continue to be funded from GL 511800, Cost Center 1370440001.

If you have any questions, please feel free to give me a call at 854-4474 or 854-5395.

MODIFICATION OF CONTRACT NUMBER: 440000351 Inmate Housing

ISSUED BY: PURCHASING OFFICE 700 LAVACA STREET 8 TH FLOOR AUSTIN, TX 78701	PURCHASING AGENT ASST: Michael Long TEL. NO: (512) 854-4850 FAX NO: (512) 854-9185	DATE PREPARED: January 22, 2014
--	---	---

ISSUED TO: Limestone County 200 West State Street Ste 101 Groesbeck, TX 76642	MODIFICATION NO.: 11	EXECUTED DATE OF ORIGINAL CONTRACT: March 8, 2004
---	--------------------------------	---

ORIGINAL CONTRACT TERM DATES: 3/8/04 – 3/7/05 CURRENT CONTRACT TERM DATES: 3/8/14 – 3/7/15

FOR TRAVIS COUNTY INTERNAL USE ONLY:

Original Contract Amount: \$0.00 Current Modified Amount \$0.00.

DESCRIPTION OF CHANGES: Upon execution of this modification, the contract is modified as provided below:

- As allowed in Article III section 3.02, the new contract period begins March 8, 2014 and extends through March 7, 2015. The per diem rate of \$44.00 per man per day remains unchanged.

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>Limestone County</u>	<input type="checkbox"/> DBA
BY: <u>[Signature]</u> SIGNATURE	<input type="checkbox"/> CORPORATION
BY: <u>DAVIDEL BURKEEN</u> PRINT NAME	<input type="checkbox"/> OTHER
TITLE: <u>COUNTY JUDGE</u> ITS DULY AUTHORIZED AGENT	DATE:

TRAVIS COUNTY, TEXAS	DATE:
BY: <u>[Signature]</u> CYD GRIMES, C.P.M., CPPO, TRAVIS COUNTY PURCHASING AGENT	<u>1/31/2014</u>

TRAVIS COUNTY, TEXAS	DATE:
BY: <u>[Signature]</u> SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	



Travis County Commissioners Court Agenda Request

Meeting Date: February 18, 2014

Prepared By/Phone Number: Patrick Strittmatter, 854-1183 and Marvin Brice, CPPB, 854-9765

Elected/Appointed Official/Dept. Head: Cyd Grimes, C.P.M., CPPO

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: APPROVE CONTRACT AWARD FOR TCCC ROOF REPAIR AND RESTORATION FOR BUILDING 150, IFB NO. 1312-001-PS, TO THE LOW BIDDER, QA CONSTRUCTION SERVICES, INC.

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

This project primarily consists of the application of a watertight urethane coating to the roof of Building 150 (Marketable Skills Building) at the Travis County Correctional Complex (TCCC).

Subject IFB was opened January 22, 2014, with three (3) bids received in response to the solicitation. The Sheriff's Office has reviewed the bids and recommends, and Purchasing concurs with the award of the contract to the low bidder for Part 2, Building 150 (Marketable Skills Building), to QA Construction Services, Inc for a total of \$91,675.00.

Part 1 of IFB No. 1312-001-PS, Building 104 (Chapel) at the TCCC, is being awarded separately, by the Purchasing Agent to the low bidder, Brazos Urethane, for a contract amount of \$48,621.00.

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

➤ **Contract-Related Information:**

Award Amount: \$91,675.00

Contract Type: Construction

Contract Period: 45 calendar days

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

Modification Amount:

Modification Type:

Modification Period:

➤ **Solicitation-Related Information:**

Solicitations Sent: 40

Responses Received: 3

HUB Information: Yes*

% HUB Subcontractor: 0%

*Contractor is 100% minority owned, but not a certified HUB, and will be self-performing the entire project without any subcontractors.

➤ **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:**

Funds Reservation in SAP: 300000911

Cost Center(s): 1378000001-522020

Comments:

**AGREEMENT FOR CONSTRUCTION SERVICES
CONTRACT NO. 4400001867**

This Agreement for Construction Services (the "Construction Contract") is entered into by and between Travis County, Texas, a political subdivision of the State of Texas (the "Owner"), and **QA Construction Services, Inc.** (the "Contractor").

WHEREAS, the Owner desires to enter into the Construction Contract for the Travis County Correctional Complex (TCCC) Roof Repair and Restoration for Building 150 (the "Project") in accordance with the provisions of the state statutes and in conformance with the Notice to Proceed (as issued by the Travis County Purchasing Office or its designee), the Contractor's Proposal, General Conditions, Supplementary Conditions, and the Specifications, which term shall include the Drawings and/or attached Plans, and Specifications; and

WHEREAS, the Contractor has been engaged in and does comparable work and represents that it is fully equipped, competent and capable of performing the above-desired work, and desires to perform such work in accordance with the provisions of the Construction Contract.

NOW, THEREFORE, in consideration of the mutual covenants and conditions stated herein, the Owner and the Contractor agree as follows:

ARTICLE I

- 1.1 In addition to such other terms as may be specifically defined herein, the capitalized terms referenced herein shall have the meanings ascribed to such terms in the General Conditions.
- 1.2 The written notice to proceed as issued by the Travis County Purchasing Agent (the "Notice to Proceed"), the Contractor's Bid as accepted by the Travis County Commissioners Court, the General Conditions, the Supplementary Conditions, the Specifications (which term shall include the Drawings and/or attached Plans, and Specifications marked "Travis County Correctional Complex (TCCC) Roof Repair and Restoration for Buildings 104 and 150", IFB No. 1312-001-PS, are all incorporated in the Construction Contract as if set out at length.
- 1.3 The Contractor agrees to perform the work described in this Construction Contract and any and all documents incorporated therein (the "Work"). The Contractor shall commence the Work upon issuance of the Notice to Proceed, and subject to authorized adjustments, shall achieve substantial completion of the Work within **45 calendar days of such issuance** (the "Substantial Completion Date"). All time limits stated in the Construction Contract, and/or the Contract Documents are of the essence. The Substantial Completion Date will not be modified, extended, or otherwise revised except because of rain or other adverse weather conditions, and the Contractor acknowledges that it may be required to work on weekends or holidays in order to achieve substantial completion by the Substantial Completion Date. All time limits stated in the Construction Contract and/or Contract Documents are of the essence.
- 1.4 If the Contractor fails to achieve substantial completion of the Work by the Substantial Completion Date, the Contractor, by execution of this Construction Contract, specifically acknowledges that the Owner will sustain damages for each day the Work extends beyond the Substantial Completion Date. Because of the impracticality and extreme difficulty of fixing and ascertaining the Owner's actual damages, the Contractor agrees **\$450.00 per calendar day** shall be retained by the Owner from any amounts due the Contractor for every day that the Contractor's performance of the Work extends beyond the Substantial Completion Date.

ARTICLE II

- 2.1 For and in consideration of the Contractor's performance of the Work, the Owner shall pay the Contractor, in the manner provided for in Article 9 of Section 00700 of the General Conditions, the total sum of **\$91,675.00** (the "Contract Sum"). The Contract Sum is comprised of (i) **\$64,175.00** for materials to be incorporated into the Project or completely consumed at the job site and services required by or integral to the performance of this Construction Contract and (ii) **\$27,500.00** for all other charges, including the cost of other services, overhead, and materials which do not become part of the finished project or are reusable. This division of the Contract Sum is made to reflect sales tax purposes only. Invoices and payments need not reflect this division. However, Contractor shall maintain internal records to verify. Contractor shall make these records available upon request of the Travis County Auditor.
- 2.2 If at any time during the performance of this Construction Contract the Travis County Commissioners Court (i) fails to provide funding for this Construction Contract during the following fiscal year of Travis County, Texas, (ii) does not adopt a budget for expenditures, or (iii) is able only to partially fund the expenditures required by this Construction Contract, then the Owner may, upon giving the Contractor written notice of such failure to fund and termination, terminate this Construction Contract, or a part thereof, without any further liability, effective thirty (30) days after the Owner notifies the Contractor in writing of such failure to fund and termination. The Owner shall pay the Contractor for any portion of the Work completed up to the effective date. The Contractor shall have no recourse as to sums beyond those for any portion of the Work performed up to the effective date, including without limitation any recovery for lost profits anticipated to be made hereunder.
- 2.3 This Construction Contract may be amended only by a Travis County construction "Change Order" form signed by the Travis County Sheriff's Office, the Contractor, and necessary representatives designated by the Owner.
- 2.4 The Owner may terminate this Construction Contract if it is found that the Contractor offered or gave gratuities to any employee of the Owner with the intent to influence the purchasing process in any manner, either before or after the award of this Construction Contract. The Travis County Commissioners Court shall determine if the Contractor used gratuities to influence the process. If so determined and the Owner terminates this Construction Contract, the Owner shall be entitled to (i) pursue the same remedies against the Contractor as it could pursue if this Construction Contract were breached by the Contractor, and (ii) collect exemplary damages in an amount determined by the Travis County Commissioners Court which shall be not less than three nor more than ten times the amount given to any officer or employee of the Owner. The rights and remedies in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law.
- 2.5 The Contractor represents and warrants that no person or selling agency has been employed or retained to solicit or secure this Construction Contract upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees and established commercial selling agencies maintained by the Contractor to secure business. If the Contractor breaches this warranty, then the Owner shall have the right to terminate this Construction Contract without liability, or in its discretion to deduct from the amount due to the Contractor from the Owner, or otherwise recover, the full amount of commission, percentage, brokerage, or contingent fee.
- 2.6 No action or failure to act by the Owner or the Contractor shall constitute a waiver of any right or duty afforded either of them under this Construction Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

The effective date of this Construction Contract shall for all purposes be the date of the execution of the last to sign, whether the Owner or the Contractor.

IN WITNESS WHEREOF, the parties have executed this Construction Contract as of the date(s) set forth below.

TRAVIS COUNTY, TEXAS

By: _____
Samuel T. Biscoe
Travis County Judge
Date: _____

QA CONSTRUCTION SERVICES, INC.

By: _____
Name: KEVIN CARLSON
Title: MANAGER
Date: 1/31/14

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

APPROVED AS TO FORM BY:

County Attorney

FUNDS VERIFIED BY:

County Auditor

DRAFT



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

Date: January 27, 2014

TO: **Cyd Grimes**, CPM, CPPO, Purchasing Agent

FROM: **Wallace Sefcik**, Maintenance Manager

Wallace Sefcik
1-27-2014

RE: **Award Recommendation Memo** Building 150 roof
IFB# 1312-001-PS

The Travis County Sheriff's Office Maintenance Department recommends that the low bidder, QA Construction Services, Inc., be awarded the bid for the Building 150 roof restoration. The bid was proposed with 2 parts and this is for part 2.

The following funding is in reference to the TCCC Building 150 roof restoration:

GL # 522020

Funds Center 1378000001

Funds Reservation # 300000911

CC: Thomas Perfetto, Building Maintenance Supervisor
Michael Gottner, Captain Corrections
Maria Wedhorn, Financial Analyst Senior
Ron Rizzato, Accountant Associate
Patrick Strittmatter, Purchasing Agent Assistant IV
Marvin Brice, CPPB Assistant Purchasing Agent

Tom Perfetto 1-27-2014

Bid #1312-001-PS - TCCC Roof Repair and Restoration for Buildings 104 and 150

Creation Date **Dec 2, 2013**
Start Date **Dec 30, 2013 9:36:14 AM CST**

End Date **Jan 22, 2014 2:00:00 PM CST**
Awarded Date **Not Yet Awarded**

Brazos Urethane, Inc. Bid Contact Christopher Tree c.opel@brazosurethane.com Ph 865-228-3573 Fax 409-948-1511	\$154,258.00 (2/2 items) Address 1031 6th Street N. Texas City, TX 77590
---	--

Agency Notes:		Supplier Notes:		
Item #	Line Item	Unit Price	Qty/Unit	Total Price
1312-001-PS--01-01	Part 1, Total Base Bid for Building 104 - First Offer	\$48,621.00	1 / lump sum	\$48,621.00
Product Code: Unit Amount Text: Total Amount Text: Agency Notes:		Supplier Product Code: Supplier Notes: Total Bid Amount in Words:		
1312-001-PS--01-02	Part 2, Total Base Bid for Building 150 - First Offer	\$105,637.00	1 / lump sum	\$105,637.00
Product Code: Unit Amount Text: Total Amount Text: Agency Notes:		Supplier Product Code: Supplier Notes: Total Bid Amount in Words:		

QA CONSTRUCTION SERVICES, INC. Bid Contact MARCOS GUTIERREZ mg@qasystems.com Ph 512-637-6120 Fax 512-637-8811	\$160,150.00 (2/2 items) Address 5811 Blue Bluff Road AUSTIN, TX 78724
---	--

Agency Notes:		Supplier Notes:		
Item #	Line Item	Unit Price	Qty/Unit	Total Price
1312-001-PS--01-01	Part 1, Total Base Bid for Building 104 - First Offer	\$68,475.00	1 / lump sum	\$68,475.00
Product Code: Unit Amount Text: Sixty eight thousand four hundred seventy five Total Amount Text: Sixty eight thousand four hundred seventy five Agency Notes:		Supplier Product Code: Supplier Notes: Total Bid Amount in Words: Sixty Eight Thousand four hundred seventy five		
1312-001-PS--01-02	Part 2, Total Base Bid for Building 150 - First Offer	\$91,675.00	1 / lump sum	\$91,675.00
Product Code: Unit Amount Text: Ninety one thousand six hundred seventy five Total Amount Text: Ninety one thousand six hundred seventy five Agency Notes:		Supplier Product Code: Supplier Notes: Total Bid Amount in Words: Ninety-one thousand six hundred seventy five		

CS ADVANTAGE USAA, INC. Bid Contact OSCAR GALVAN o_ggalvan@hotmail.com Ph 210-771-0720	\$237,000.00 (2/2 items) Address P.O. BOX 12407 COLLEGE STATION, TX 77842
---	---

Fax 210-579-2157				
Qualifications HUB				
Agency Notes:			Supplier Notes:	
Item #	Line Item	Unit Price	Qty/Unit	Total Price
1312-001-PS--01-01	Part 1, Total Base Bid for Building 104 - First Offer	\$85,000.00	1 / lump sum	\$85,000.00
Product Code: Unit Amount Text: Total Amount Text: Agency Notes:			Supplier Product Code: Supplier Notes: Total Bid Amount in Words:	
1312-001-PS--01-02	Part 2, Total Base Bid for Building 150 - First Offer	\$152,000.00	1 / lump sum	\$152,000.00
Product Code: Unit Amount Text: Total Amount Text: Agency Notes:			Supplier Product Code: Supplier Notes: Total Bid Amount in Words:	



Travis County Commissioners Court Agenda Request

Meeting Date: February 18, 2014

Prepared By/Phone Number: Jason G. Walker/44562; M. Brice, CPPB, 49765

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve contract award for Decker Lane Sidewalk Improvements project, RFQ No. Q110243-LP, to the highest qualified firm, DavCar Engineering.

- **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 from the pre-qualified list of professional engineering and architecture firms, for the design services of Decker Lane Sidewalk Improvements project, in the amount of \$96,656.00.
- TNR requested the development of a pre-qualified list of professional engineering and architecture firms that can complete small roadway, drainage, and park projects as the need arises. An RFQ was subsequently established. Sixty-One (61) firms submitted qualification statements, and 58 firms qualified and were approved by Commissioners Court on October 25, 2011, as well as the procedures for utilizing the list.
- In accordance with the approved procedures, TNR has reviewed all firms on the pre-qualified list and has determined that DavCar Engineering is the most qualified firm for the Decker Lane Sidewalk Improvements project, for the construction of a sidewalk from Loyola Lane to Daffin Lane in Precinct Two (1).

- TNR and Purchasing has negotiated a scope and fee for the project and recommends awarding a Professional Services Agreement to the most qualified firm, DavCar Engineering, in the amount of \$96,656.00. DavCar is a HUB firm and is using 8.65% HUB subcontractors.
- **Contract Expenditures:** Within the last N/A months \$0.00 has been spent against this contract/requirement.
- **Contract-Related Information:**
 - Award Amount: \$96,656.00
 - Contract Type: A/E
 - Contract Period: Through Project 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 a HUB % HUB Subcontractor: 8.65%
- **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: 0300000663
 - Funding Account(s): 1490190000
 - Comments: N/A

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.

TRANSPORTATION AND NATURAL RESOURCES

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



*Jason
1-23-14
MB*

700 Lavaca Street-5th Floor
Travis County Administration Building
PO Box 1748
Austin, Texas 78767
Phone: (512) 854-9383
Fax: (512) 854-4697

Revised January 23, 2014
December 17, 2013

MEMORANDUM

TO: Marvin Brice, Assistant Purchasing Agent

FROM: Morgan Cotten, TNR Public Works Director *MC*

SUBJECT: Decker Lane Sidewalk

Please proceed with preparing a Professional Services Agreement for the Decker Lane Sidewalk project, located in Precinct One. Odette Tan (4-7587) is the Project Manager who should be called if you need additional information.

Project Description:

This project involves design services to produce preliminary and final plans and estimates for construction of the sidewalk on Decker Lane from Loyola Lane to Daffan Lane.

TNR Public Works has reviewed all SOQ's that were submitted by the engineering firms that responded to the RFQ issued on September 2, 2011 for small architectural and engineering projects. DAVCAR Engineering was selected for the project assignment, and the scope and fee negotiation is now complete.

Funding for this project is available from 2001 bond program savings:

Funds Reservation Document Number:	0300000663
Amount:	\$96,656
Fund:	4058
Funds/Cost Center:	1490190000
GL	522040
WBS Element:	SWCN.149.000005

This is a revised proposal from DAVCAR Engineering. The previous proposal included a higher hourly rate and lower estimated reproduction cost than intended; all of which has now been adjusted accordingly. The previous proposal was for \$97,828.00.

Attachments: Revised Scope of Services Proposal

Odette Tan, TNR Public Works
Cynthia McDonald, TNR Financial Services
Donna Williams-Jones, TNR Financial Services
Isabelle Lopez, TNR Financial Services
Tawana Gardner, TNR Financial Services

Funds Reservation 300000663

General Data			
Document type	NE	Document type	030
Company code	1000	Document date	08/01/2013
FM area	1000	Posting date	08/01/2013
Controlling area	1000	Currency	USD/ 1.00000
Statistics			
Entered by	GARDNET	Created on	08/01/2013
Last changed by		Last changed	
More Data			
Text	DECKER LANE SIDEWALK		
Reference			
Overall Amount	340,918.50 USD		

Document item 001			
Text	DECKER LANE SIDEWALK		
Commitment item	522040	Funds center	1490190000
Fund	4058	G/L account	522040
Cost center		Due on	
Vendor		Customer	
Amount	340,918.50 USD		

DRAFT

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
TRAVIS COUNTY
AND

DAVCAR ENGINEERING

FOR

PROFESSIONAL ENGINEERING SERVICES

FOR

DECKER LANE SIDEWALK IMPROVEMENTS

PROFESSIONAL SERVICES AGREEMENT (PSA)

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provides to Consultant. Consultant may rely on professional sealed documents to the extent that the original professional would have been held liable for the information contained in those documents, 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 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 to and made a part of this Agreement for all purposes. 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 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 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

- 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.

- 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 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.

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.

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 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.

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.

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.

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.

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 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

The address of Consultant for all purposes under this Agreement, unless such notice is specifically directed otherwise, is:

DAVCAR Engineering
 Attn: David A. Carroll, P.E.
 1010 Land Creek Cove, Suite 250
 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
- (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 *or* Facilities Management 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:

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 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 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 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.
- 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.
- 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 \$25,000.00. Consultant certifies that at the time of submission of its proposal to perform the Project services, 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 proposal to perform the Project services 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.

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: [Signature]
Printed Name: DAVID A. CARROLL

Title: PRESIDENT
Authorized Representative

Date: 1/15/2014

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: [Signature]
Samuel T. Biscoe
Travis County Judge



AVAILABILITY OF FUNDS CONFIRMED:

By: _____
Nicki Riley
Travis County Auditor

APPROVED AS TO FORM:

By: _____
Cyd V. Grimes, C.P.M., CPPO
Travis County Purchasing Agent

APPROVED AS TO FORM:

By: _____
Assistant County Attorney

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 (\$95,578.00).

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/50% Design	\$38,369.00
(ii)	Work Product 2 – 90% Design	\$31,040.00
(iii)	Work Product 3 – 100% Design	\$21,071.00
(iv)	Work Product 4 – Construction Bidding & Award	\$5,098.00
	TOTAL:	<u>\$95,578.00</u>

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.

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, which are at invoice cost. Detailed requirements for Reimbursable Expenses are outlined in Section 9, Reimbursable Expenses.

Non-Labor reimbursable expenses: \$2,250.00

SECTION 5 –TOTAL AGREEMENT SUM

- 5.1 The Total Professional Services Agreement Sum, consisting of the Compensation for Basic Services fixed fee of \$95,578.00, plus the Not-to-Exceed Reimbursable Expenses Total specified in paragraph 4.1, above, of \$2,250.00, will not exceed \$97,828.00.

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.

EXHIBIT 2
HOURLY RATES

BASIC SERVICES/ADDITIONAL SERVICES

Principal (\$163.00/Hr.)
Project Manager (\$155.00/Hr.)
Project Engineer (\$118.00/Hr.)
Engineer Associate (\$110.00/Hr.)
Engineering Technician (\$96.00)
CAD Operator (\$89.00/Hr.)
Clerical (\$55.00/Hr.)

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 **210 calendar days** from the date of receipt by Consultant of County's written Notice to Proceed.

Calculation of the **210** 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.

ATTACHMENT 1 TO EXHIBIT 3

PERFORMANCE SCHEDULE

WORK PRODUCT 1 – 120 CALENDAR DAYS upon receipt of NTP.

WORK PRODUCT 2 - 60 CALENDAR DAYS upon receipt of NTP.

Work Product 3 – 30 Calendar Days upon receipt of NTP

Work Product 4 – TBD once Project is approved for bidding

TOTAL: 210 CALENDAR DAYS

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; 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.

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 TEN (10) DAYS AFTER COUNTY HAS RECEIVED WRITTEN NOTICE AS EVIDENCED BY RETURN RECEIPT OF REGISTERED OR CERTIFIED LETTER.

EXHIBIT 6

STATE OF TEXAS }
COUNTY OF TRAVIS }

ETHICS AFFIDAVIT

Date: _____

Name of Affiant: _____

Title of Affiant: _____

Business Name of CONSULTANT: _____

County of CONSULTANT: _____

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.

Signature of Affiant

Address

SUBSCRIBED AND SWORN TO before me by _____ on _____, 20__.

Notary Public, State of _____

Typed or printed name of notary
My commission expires: _____

EXHIBIT A
LIST OF KEY CONTRACTING PERSONS
January 15, 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)	CharylN 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 DivisionDaniel Bradford
 Attorney, Transactions DivisionElizabeth Winn
 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 AnalystScott Worthington
 Purchasing Business AnalystVacant
 Transportation and Natural ResourcesOdette Tan, P.E.

FORMER EMPLOYEES

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

EXHIBIT 7

HUB DECLARATION AND LIST OF CERTIFIED HUB SUBCONTRACTORS

(Insert RFQ Attachment 2 at Contract Award)

APPENDIX A **SCOPE OF SERVICES**

Decker Lane Sidewalk Improvements

1.0 General Scope of Services:

Consultant will provide professional engineering services to produce both preliminary plan and final PS&E documents for construction of a five-foot-wide by 1.63-mile concrete sidewalk within the existing right-of-way along the west side of Decker Lane (FM 3177) from Loyola Lane to Daffan Lane (the “Project”). The Project is expected to provide for an additional transportation mode to underserved area populations that rely on alternative modes of transportation, especially to make local trips. The sidewalk will connect two existing schools, Decker Elementary School and Decker Middle School, to existing neighborhoods; provide connectivity to the Travis County Exposition Center; provide for connectivity to a future regional hike and bike trail being constructed by the City of Austin (Austin to Manor Rail Trail); provide connectivity to two existing CapMetro transit stops; and increase connectivity to a local retail/convenience store at a major intersection of Loyola Lane and Decker Lane. The Project also addresses improvements to help alleviate potential automobile and pedestrian/bicycle conflicts along Decker Lane. These services generally will include, but are not limited to, the following: preparing schematic plans and final construction documents for pedestrian sidewalk in compliance with Americans with Disabilities Act (ADA), Architectural Barriers Regulations of Texas Department of Licensing and Regulation (TDLR), and County, City and TxDOT design criteria where applicable; preparation of environmental documents; clearing the NEPA process; reviewing available ROW, drainage impacts analysis and mitigations for the open drainage systems; preparing schematic drawing of required ROW or easements if needed (note: all field survey and ROW document preparation are to be performed by Travis County survey crew); SWP3 plans; traffic control plans; plans for utility relocation; monitoring Project cost and applying cost recovery methodologies such as value engineering; obtaining City of Austin site development permit for portion of Project located within the full jurisdictional limits of City of Austin; attending and leading public meetings; and acquiring all appropriate regulatory permits and clearances.

In addition, the Consultant(s) will perform the following services and adhere to the following standards:

1. Develop all Plans, Specifications, and Estimates (PS&E documents) within Project’s allotted budget, to standards stipulated by Travis County.
2. Develop and submit a construction cost estimate at each phase of the design Project.
3. Use generally recognized engineering methodologies and standards of care.
4. Obtain all required permits.
5. Establish and provide a detailed Project design task completion. Monitor and provide task completion report to the County.

6. Produce a utility relocation plan and coordinate ALL utility relocation efforts with the appropriate utility company.
7. Provide on call or total technical assistance during the bidding and construction periods.
8. Prepare appropriate displays and attend meetings with Travis County staff, regulatory agencies, and public groups, both as a technical advisor and as a Project presenter.
9. Provide all drainage analyses and reports.
10. Provide required services, as determined by Travis County, for construction administration. (Travis County will provide services for advertising for bid, and contract award).

2.0 Specific Project Information, Location and Limits:

This Project will provide a sidewalk along the west side of Decker Lane from Loyola Lane to Daffan Lane. The length is approximately 1.63 miles. Consultant's team will be expected to provide four specific Work Products (and/or support services), each of which will require a separate "Notice to Proceed" issued by the County. Authorization to proceed to the next work product or phase must be in writing in the form of a "Notice to Proceed". Consultant will not be compensated for any services performed without a written Notice to Proceed.

The required Work Products include: Work Product 1, 50% complete design documents; Work Product 2, 90% complete design documents; and Work Product 3, the 100% bid-ready set of construction documents. Each Work Product must be submitted for review and approved by the County. Upon approval by the County and receipt of a written Notice to Proceed directing Consultant to proceed to the next Project phase, the Consultant will commence work on the next Work Product. Following approval of each Work Product, the Consultant shall not commence work on any subsequent phase of the Project until he has received the Notice to Proceed to the next Project phase. The review process will consist of submitting 3 sets of plans, specifications, and estimates of probable construction costs to the County Project Manager, the City of Austin and TxDOT when the design is 50%, 90% and 100% completed. Each submittal must include a cover letter from the Consultant stating who from the Consultant's design team performed a Quality Assurance/Quality Control Check. Allow one week for the County Project Manager to review and provide written comments and/or approval for each submittal. Submit one copy of final check sets and allow five (5) days for the County Project Manager to review and provide written comments and/or approval.

- 2.1 Work Product 1: The 50% submittal must be presented in two phases. The first phase will be the schematic layouts, including alternatives, of the proposed sidewalk and the Consultant's recommendations. The second phase will be the 50% complete design documents for the selected alternative. The 50% design submittal must include preliminary engineering for the design elements required to fully address the Project scope. Design shall be in compliance with County, City and TxDOT's specifications and standards. An environmental document must be prepared in accordance with TxDOT's requirements. Clearance of NEPA process will be required. The requirements for the 50% design

submittals will be determined with TNR's Project Manager on a case-by-case basis but as a minimum must include the following:

- a) Cover sheet indicating Project name and #; site location; Project limits with beginning and ending stations; names and signature blocks for the Project owners/partners; symbology legend; and the proposed index of drawings to be included in the plan set;
- b) Site layout drawing;
- c) Plan and profile sheets showing existing conditions, proposed sidewalk layout, pedestrian crossing signals and how drainage and environmental requirements are planned to be met as well as the proposed type and location of any significant structures to be included;
- d) Drainage area map and existing drainage system;
- e) Identification of limits of construction and properties that could be affected by the proposed construction;
- f) Identification of existing easements and utilities that could be affected by the proposed construction;
- g) 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;
- h) Preliminary list of required regulatory approvals and right-of-way takings;
- i) Updated Project schedule with status tracking.

Total projected time for completion of Work Product 1 is 120 calendar days.

- 2.2 Work Product 2: The 90% complete drawings must be "ready to bid" needing only minor revisions, with no outstanding design issues, all work coordinated and illustrated on the drawing. The requirements for the 90% design submittals must be determined with the County Project Manager on a case-by-case basis but as a minimum must include the following:

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

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

- 2.3 Work Product 3: 100% design complete services

Provide final plans, specifications, estimates, quantities, bid schedule, permits, and verification of property acquisitions and/or right-of-entries for the construction contract, and a list of any outstanding issues to be resolved before or during Project bidding process.

Total projected time for completion of Work Product 4 is 30 calendar days.

2.4 Work Product 4: Construction Contract bidding and award services

Provide bidding support services, including assistance with responding to bidder questions, preparing and issuing addenda, tabulating and evaluating bids, and providing recommendation for award. Construction administration services over the period of the construction contract may be added at the sole discretion of the County.

Total projected time for completion of Work Product 4 is to be determined at the time the Project is approved for bidding.

Construction Administration and management services that extend beyond the period of the construction contract bidding and award phase may be added at the sole discretion of the County (total projected time to be determined at the time of bidding). If authorized by County, such construction administration and management services may include assistance with issuing addenda and change orders, reviewing submittals and shop drawings, and responding to Requests for Information (RFI's).

3.0 Deliverables:

- 3.1 Completed specific Work Product/plan stage documents for review.
- 3.2 PS&E documents.
- 3.3 Engineer's Opinion of Construction costs and Project Schedule/CPM updated and submitted with each submittal.
- 3.4 Plans of record for the final Project within thirty (30) working days after completion of the Project.
- 3.5 All required permits to start and complete Project.
- 3.6 Engineering and Drainage Study Report.
- 3.7 Design calculations.
- 3.8 Electronic copy of above deliverables, where applicable (all drawings and e-files must be in MicroStation format, as appropriate. Text documents must be in Microsoft Word format. Schedules and CPMs must be in Microsoft Project format).
- 3.9 Project Management file within thirty (30) working days after completion of the Project.
- 3.10 Should the County elect to include Construction Management services under this Scope of Services, within thirty (30) working days after completion of the Project, the Construction Management file, which will include, but not be limited to, all addenda and change orders, record drawings, pay requests, and payment records.
- 3.11 Approved environment document.

SERVICES TO BE PROVIDED BY TRAVIS COUNTY

In conjunction with the services to be provided by the CONSULTANT, the County shall provide the following services:

1. A Project Manager to serve as the primary point of contact for the CONSULTANT.
2. Field survey and ROW/easement document preparation per engineer's recommendations.
3. Documents available to the County that are applicable as background information in performance of this Scope of Services, when requested by the Consultant.
4. Timely reviews of documents, reports, drawings, etc.
5. Assistance with public meetings and public hearings.
6. Construction Administration, should the County elect not to have that service provided by the Consultant.

APPENDIX B

ORGANAZATIONAL CHART

(SEE SOQ IN SEPARATE FILE)



Travis County Commissioners Court Agenda Request

Meeting Date: February 18, 2014

Prepared By: Tim Pautsch, Engineer Specialist **Phone #:** (512) 854-7689

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 Davis, Precinct One

AGENDA LANGUAGE: Consider and take appropriate action on a Cash Security Agreement with Highland Homes, LTD-Austin, for sidewalk fiscal for Commons At Rowe Lane Phase 3B for Lot 3 Block N, in Precinct One.

BACKGROUND/SUMMARY OF REQUEST:

The form of the Cash Security Agreement is from the Standards for Construction of Streets and Drainage in Subdivisions that were in place before August 28, 1997.

STAFF RECOMMENDATIONS:

Highland Homes, LTD-Austin, proposed to use this Cash Security Agreement, as follows: Phase 3B for Lot 3 Block N, \$762.48, to post sidewalk fiscal where the sidewalks have not been completed in this subdivision.

ISSUES AND OPPORTUNITIES:

None

FISCAL IMPACT AND SOURCE OF FUNDING:

There are no budgetary and/or fiscal impacts as this is fiscal posted for a development.

ATTACHMENTS/EXHIBITS:

Cash Security Agreement

Map of lot

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 Long Range Planning	TNR	(512) 854-7561
Stacey Scheffel	Permits Program Manager	TNR	(512) 854-7565

	Floodplain Administrator		

CC:

Tim Pautsch	Engineering Specialist	TNR	(512) 854-7689

TP:AB:tp

1101 - Development Services Long Range Planning - Commons At Rowe Lane Ph 3B

§ EXHIBIT 82.401 (C)

CASH SECURITY AGREEMENT - SIDEWALKS

TO: Travis County, Texas
DEVELOPER/BUILDER: Gehan Homes LTD
ESCROW AGENT: Travis County Treasurer
AMOUNT OF SECURITY: \$ 762.48
ADDRESS: 2508 Windy Vane Dr. LOT: 3 BLOCK: N
SUBDIVISION: Commons at Rowe Lane sec 3B
DATE OF POSTING: The 10 Day of January, 2014
EXPIRATION DATE: Three Years, or more from Date of Posting

The ESCROW AGENT shall duly honor all drafts drawn and presented in accordance with this Agreement. Travis County may draw on the account of the DEVELOPER/BUILDER up to the aggregate AMOUNT OF SECURITY upon presentation of a draft signed by the County Judge that the following condition exists:

The county considers such a drawing on this Security necessary to complete all or part of the SUBDIVISION Sidewalks to ADA and Texas Accessibility Standards. No further substantiation of the necessity of the draw is required by this Agreement.

This Agreement is conditioned on the performance of the duties of the DEVELOPER/BUILDER to provide for the construction and completion of the Sidewalk Improvements in the SUBDIVISION to current Travis County Standards for Construction of Streets and Drainage in Subdivisions (the "Standards"), so that the Sidewalk Improvements are performing to the Standards upon the approval of the construction of the Sidewalk Improvements, and the acceptance of the Sidewalk Improvements by the Executive Manager of TNR or his designated representative. The DEVELOPER/ BUILDER shall prove that the sidewalk is built to Texas Accessibility Standards by submitting an approved inspection letter from a Registered Accessibility Specialist.

If this document needs to be renewed, it will be renewed at the then current rate for Sidewalks required by Travis County. In no case shall the amount of Security be less that the amount it would cost the County to complete the work if it becomes necessary.

Partial drafts and reductions in the amount of Security are permitted. Drafts will be honored within five calendar days of presentment. In lieu of drawing on the Security, the County, in its discretion, may accept a substitute Security in the then current amount of the estimated cost of constructing the Improvements. This Agreement may be revoked only by written consent of the DEVELOPER/BUILDER and the County.

Cash Security Agreement - Sidewalks

DEVELOPER/BUILDER

COMPANY NAME & ADDRESS

BY: Nina Lozano

Cohan Homes LTD

PRINT: Nina Lozano

3815 S. Capital of TX. Hwy #275

TITLE: Purchasing Coordinator

Austin, TX. 78704

PHONE: 512-330-9364 x4219

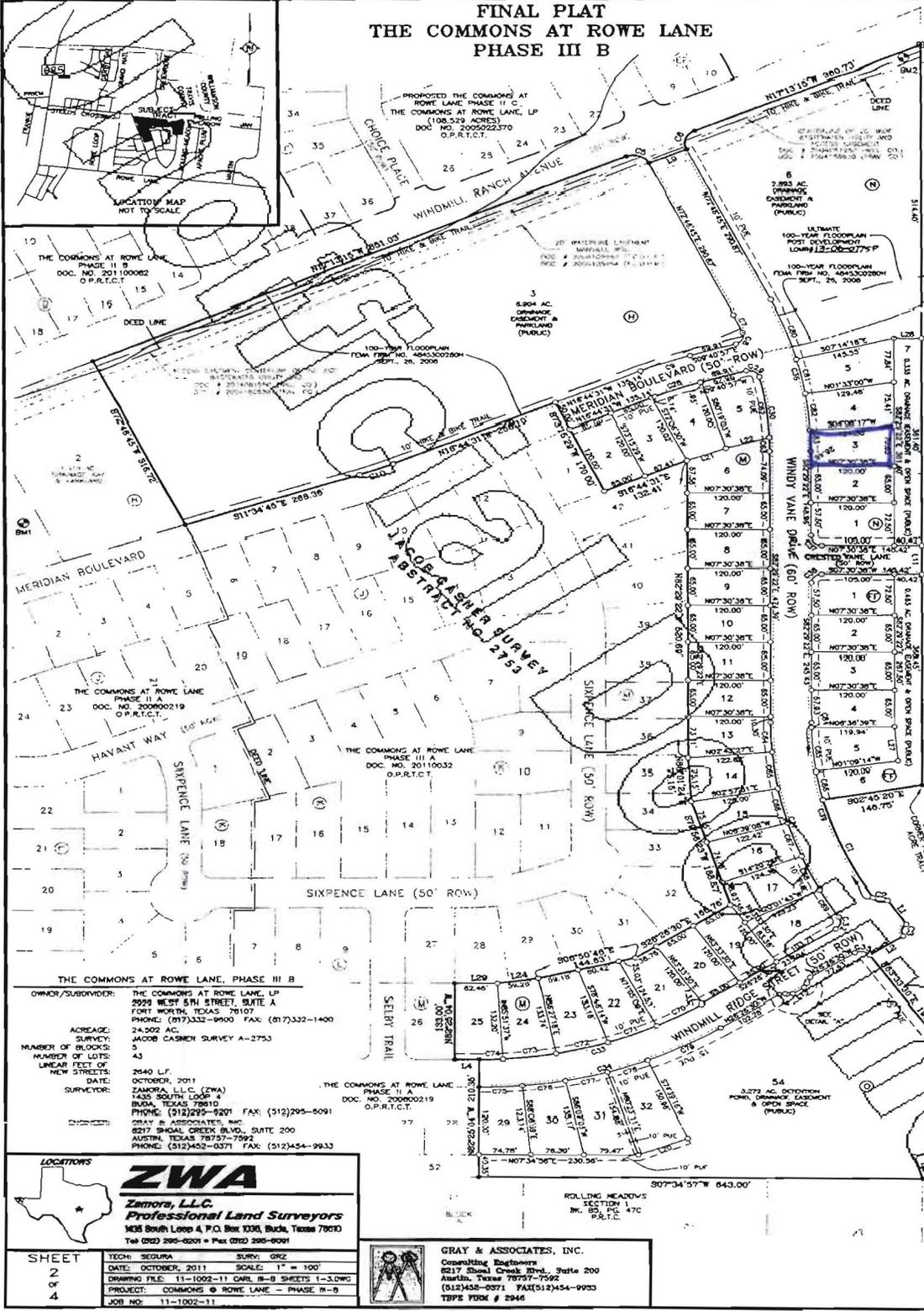
APPROVED BY THE TRAVIS COUNTY COMMISSIONERS' COURT: _____

Date

COUNTY JUDGE, TRAVIS COUNTY, TEXAS

Date

FINAL PLAT
THE COMMONS AT ROWE LANE
PHASE III B



- LEGEND**
- 1/2" IRON ROD FOUND
 - 1/2" IRON ROD WITH CAP SET
 - CONCRETE MONUMENT SET
 - ⊙ BENCHMARK
 - 4" SIDEWALK
 - ROW RIGHT-OF-WAY
 - BL BUILDING SETBACK LINE
 - SF SQUARE FEET
 - POP POINT OF BEGINNING
 - PUE PUBLIC UTILITY EASEMENT
 - BLOCK LETTER
- R.P.R.T.C.T. REAL PROPERTY RECORDS
 TRAVIS COUNTY, TEXAS
 O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS
 TRAVIS COUNTY, TEXAS
 P.R.T.C.T. PLAT RECORDS
 TRAVIS COUNTY, TEXAS

BENCHMARK LIST

BM#1: COTTON SPINDLE SET IN THE SOUTHWEST CORNER OF A 13' LIME OAK APPROX. 700' NORTH OF INTERSECTION OF WINDMILL RANCH AVE. & COMMONS PARKWAY.
 NORTHING = 10,152,756.13
 EASTING = 3,107,197.31
 ELEV. = 687.87

BM#2: ARROW MARK IN CONCRETE ON NORTH EDGE OF WATERWATER MANHOLE 10' NORTH OF INTERSECTION OF WINDMILL RANCH AVE. & COMMONS PARKWAY.
 NORTHING = 10,154,130.49
 EASTING = 3,150,507.78
 ELEV. = 695.10

ROLLING HILLS
 BOOK 75, PAGE 277
 P.R.T.C.T.

LAND USE

- SINGLE FAMILY LOTS = 38
- DRAINAGE ESMT & PARKLAND LOTS = 2
- DRAINAGE ESMT & OPEN SPACE LOTS = 2
- DETENTION POND, DRAINAGE ESMT & OPEN SPACE LOTS = 1

CUMULATIVE DENSITY CALCULATIONS

- TOTAL NUMBER OF RESIDENTIAL UNITS = 39
- TOTAL AREA OF RESIDENTIAL LOTS AND LOCAL AND COLLECTOR STREETS = 10.635 AC.

ACREAGE

BLOCK H	8,904 AC.
BLOCK M	4,614 AC.
BLOCK O	4,208 AC.
BLOCK P	4,142 AC.
BLOCK Q	1,392 AC.
RIGHT-OF-WAY	3,243 AC.
TOTAL ACREAGE	24,502 AC.

WIDTH FEET OF NEW STREETS

WINDY VANE DRIVE	60' ROW	1844 LF.
WINDMILL RIDGE STREET	50' ROW	681 LF.
MERIDIAN BOULEVARD	50' ROW	322 LF.
CRESTED VANE DRIVE	50' ROW	190 LF.
TOTAL		2640 LF.

COMMONS AT ROWE LANE, LP
 DOC. NO. 200720045
 O.P.R.T.C.T.

THE COMMONS AT ROWE LANE, PHASE III B

OWNER/SUBDIVIDER: THE COMMONS AT ROWE LANE, LP
 2924 WEST 5TH STREET, SUITE A
 FORT WORTH, TEXAS 76107
 PHONE: (817)332-9900 FAX: (817)332-1400

ACREAGE: 24.502 AC.
 SURVEY: JACOB CASNER SURVEY A-2753
 NUMBER OF BLOCKS: 5
 NUMBER OF LOTS: 43
 LINEAR FEET OF NEW STREETS: 2640 LF.
 DATE: OCTOBER, 2011
 SURVEYOR: ZAMORA, L.L.C. (ZWA)
 1435 SOUTH LOOP 4
 BUENA VISTA, TEXAS 79810
 PHONE: (817)295-5201 FAX: (817)295-5091
 GRAY & ASSOCIATES, INC.
 8217 SHUAL CREEK BLVD., SUITE 200
 AUSTIN, TEXAS 78757-7592
 PHONE: (512)452-0371 FAX: (512)454-9933

LOCATIONS

ZWA
 Zamora, L.L.C.
 Professional Land Surveyors
 1435 South Loop 4, P.O. Box 1030, Buena Vista, Texas 79810
 Tel: (817) 295-5201 • Fax: (817) 295-5091

SHEET
 2 OF 4

TECH: SEGURA SURV: GRZ
 DATE: OCTOBER, 2011 SCALE: 1" = 100'
 DRAWING FILE: 11-1002-11 CARL II-B SHEETS 1-3.CWD
 PROJECT: COMMONS AT ROWE LANE - PHASE III-B
 JOB NO: 11-1002-11

GRAY & ASSOCIATES, INC.
 Consulting Engineers
 8217 Shual Creek Blvd., Suite 200
 Austin, Texas 78757-7592
 (512)452-0371 FAX:(512)454-9933
 TRPS FORM # 2946



Travis County Commissioners Court Agenda Request

Meeting Date: February 18, 2014

Prepared By: Tim Pautsch, Engineer Specialist **Phone #:** (512) 854-7689

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 Davis, Precinct One

AGENDA LANGUAGE: Consider and take appropriate action on a Cash Security Agreement with Highland Homes, LTD-Austin, for sidewalk fiscal for Commons At Rowe Lane Phase 3B for Lot 15 Block M, in Precinct One.

BACKGROUND/SUMMARY OF REQUEST:

The form of the Cash Security Agreement is from the Standards for Construction of Streets and Drainage in Subdivisions that were in place before August 28, 1997.

STAFF RECOMMENDATIONS:

Highland Homes, LTD-Austin, proposed to use this Cash Security Agreement, as follows: Phase 3B for Lot 15 Block M, \$750.48, to post sidewalk fiscal where the sidewalks have not been completed in this subdivision.

ISSUES AND OPPORTUNITIES:

None

FISCAL IMPACT AND SOURCE OF FUNDING:

There are no budgetary and/or fiscal impacts as this is fiscal posted for a development.

ATTACHMENTS/EXHIBITS:

Cash Security Agreement

Map of lot

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 Long Range Planning	TNR	(512) 854-7561
Stacey Scheffel	Permits Program Manager	TNR	(512) 854-7565

	Floodplain Administrator		

CC:

Tim Pautsch	Engineering Specialist	TNR	(512) 854-7689

TP:AB:tp

1101 - Development Services Long Range Planning - Commons At Rowe Lane Ph 3B

§ EXHIBIT 82.401 (C)

CASH SECURITY AGREEMENT - SIDEWALKS

TO: Travis County, Texas

DEVELOPER/BUILDER: _____ Gehan Homes _____

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: \$ 750,48 v# 00308518

ADDRESS: 2701 WINDY VANE LOT: 15 BLOCK: M

SUBDIVISION: Commons of Rowe Lane^{Sec} 3B

DATE OF POSTING: The 14 Day of January, 2014

EXPIRATION DATE: Three Years, or more from Date of Posting

The ESCROW AGENT shall duly honor all drafts drawn and presented in accordance with this Agreement. Travis County may draw on the account of the DEVELOPER/BUILDER up to the aggregate AMOUNT OF SECURITY upon presentation of a draft signed by the County Judge that the following condition exists:

The county considers such a drawing on this Security necessary to complete all or part of the SUBDIVISION Sidewalks to ADA and Texas Accessibility Standards. No further substantiation of the necessity of the draw is required by this Agreement.

This Agreement is conditioned on the performance of the duties of the DEVELOPER/ BUILDER to provide for the construction and completion of the Sidewalk Improvements in the SUBDIVISION to current Travis County Standards for Construction of Streets and Drainage in Subdivisions (the "Standards"), so that the Sidewalk Improvements are performing to the Standards upon the approval of the construction of the Sidewalk Improvements, and the acceptance of the Sidewalk Improvements by the Executive Manager of TNR or his designated representative. The DEVELOPER/ BUILDER shall prove that the sidewalk is built to Texas Accessibility Standards by submitting an approved inspection letter from a Registered Accessibility Specialist.

If this document needs to be renewed, it will be renewed at the then current rate for Sidewalks required by Travis County. In no case shall the amount of Security be less than the amount it would cost the County to complete the work if it becomes necessary.

Partial drafts and reductions in the amount of Security are permitted. Drafts will be honored within five calendar days of presentment. In lieu of drawing on the Security, the County, in its discretion, may accept a substitute Security in the then current amount of the estimated cost of constructing the Improvements. This Agreement may be revoked only by written consent of the DEVELOPER/BUILDER and the County.

Cash Security Agreement - Sidewalks

DEVELOPER/BUILDER

BY: Kay Coen

PRINT: KAY COEN

TITLE: STARTS Admin

PHONE: 512-330-9366x4203

COMPANY NAME & ADDRESS

3815 S Capital of TX Hwy #275

Austin Texas 78704

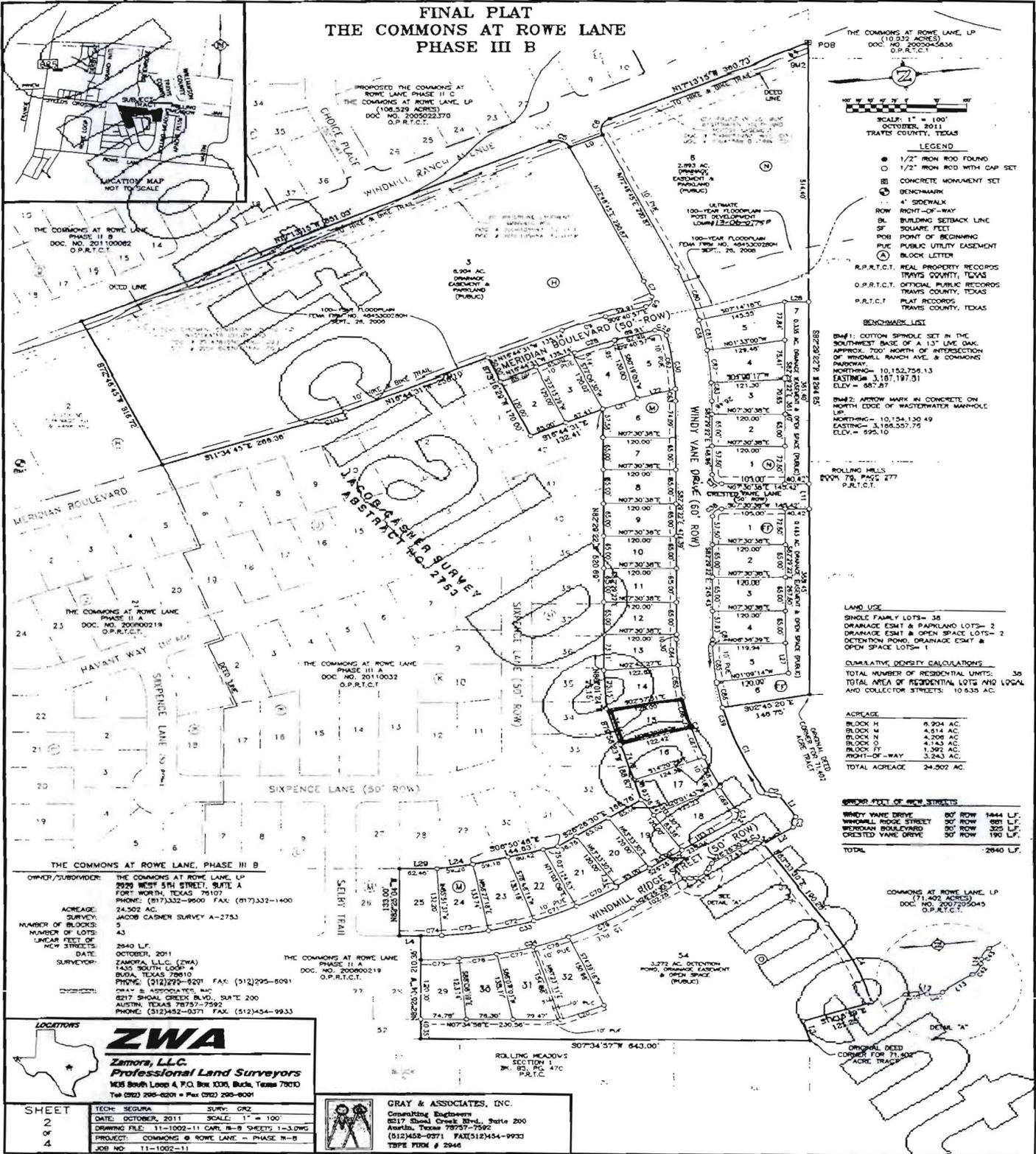
APPROVED BY THE TRAVIS COUNTY COMMISSIONERS' COURT: _____

Date

COUNTY JUDGE, TRAVIS COUNTY, TEXAS

Date

FINAL PLAT
THE COMMONS AT ROWE LANE
PHASE III B



THE COMMONS AT ROWE LANE LP
 110.529 ACRES
 DOC. NO. 200502370
 O.P.R.T.C.T.

SCALE: 1" = 100'
 OCTOBER, 2011
 TRAVIS COUNTY, TEXAS

LEGEND

- 1/2" FROM ROD FOUND
- 1/2" FROM ROD WITH CAP SET
- ⊗ CONCRETE MONUMENT SET
- ⊕ BENCHMARK
- ⊙ 4" BENCHMARK
- ⊖ RIGHT-OF-WAY
- ⊘ BUILDING SETBACK LINE
- ⊙ SQUARE FEET
- ⊙ POINT OF BEGINNING
- ⊙ PUBLIC UTILITY EASEMENT
- ⊙ BLOCK LETTER

R.P.R.T.C.T. REAL PROPERTY RECORDS
 TRAVIS COUNTY, TEXAS
 O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS
 TRAVIS COUNTY, TEXAS
 P.R.T.C.T. PLAT RECORDS
 TRAVIS COUNTY, TEXAS

BENCHMARK LIST

BM#1: COTTON SPINDLE SET IN THE
 SOUTHWEST BASE OF A 13' LIVE OAK.
 APPROX. 700' NORTH OF INTERSECTION
 OF WINDMILL RANCH AVE. & COMMONS
 DRIVEWAY.
 NORTHING = 10,152,759.13
 EASTING = 107,187.91
 ELEV = 687.87

BM#2: ARROW MARK IN CONCRETE ON
 NORTH EDGE OF WASTEWATER MANHOLE
 APPROX. 100' NORTH OF INTERSECTION
 OF WINDMILL RANCH AVE. & COMMONS
 DRIVEWAY.
 NORTHING = 10,154,130.49
 EASTING = 106,557.79
 ELEV = 692.10

ROLLING HILLS
 BOOK 78, PAGE 277
 P.R.T.C.T.

LAND USE

SINGLE FAMILY LOTS = 38
 DRAINAGE ESMT & PAPPLAND LOTS = 2
 DRAINAGE ESMT & OPEN SPACE LOTS = 2
 DETENTION POND, DRAINAGE ESMT &
 OPEN SPACE LOTS = 1

CUMULATIVE DENSITY CALCULATIONS

TOTAL NUMBER OF RESIDENTIAL LOTS = 38
 TOTAL AREA OF RESIDENTIAL LOTS AND LOCAL
 AND COLLECTOR STREETS = 10,638 AC.

ACREAGE	ACRES
BLOCK H	6,204 AC.
BLOCK I	4,614 AC.
BLOCK J	4,208 AC.
BLOCK K	4,143 AC.
RIGHT-OF-WAY	3,243 AC.
TOTAL ACREAGE	24,902 AC.

WIDTH FEET OF NEW STREETS

STREET	ROW	WIDTH	LF.
WINDMILL RIDGE STREET	50'	1444	7220
WINDMILL RIDGE STREET	50'	888	4440
MERIDIAN BOULEVARD	50'	325	1625
CRISTED VANE DRIVE	50'	190	950
TOTAL			2040 LF.

COMMONS AT ROWE LANE LP
 71,402 ACRES
 DOC. NO. 200705043
 O.P.R.T.C.T.

THE COMMONS AT ROWE LANE, PHASE III B

OWNER/SUBDIVIDER: THE COMMONS AT ROWE LANE LP
 2929 WEST 5TH STREET, SUITE A
 FORT WORTH, TEXAS 76107
 PHONE: (817)332-9600 FAX: (817)332-1400

ACREAGE: 24,902 AC.
 SURVEY: JACOB CASHNER SURVEY A-2753
 NUMBER OF BLOCKS: 9
 NUMBER OF LOTS: 43
 LINEAR FEET OF NEW STREETS: 2040 LF.
 DATE: OCTOBER, 2011
 SURVEYOR: ZAMORA, L.L.C. (ZWA)
 1435 SOUTH LOOP 4
 BUDA, TEXAS 78010
 PHONE: (512)279-9201 FAX: (512)295-8091
 ONLY AS ASSOCIATES, INC.
 8217 SHAW CREEK BLVD., SUITE 200
 AUSTIN, TEXAS 78757-7592
 PHONE: (512)452-0371 FAX: (512)454-9933

LOCATIONS

ZWA
 Zamora, L.L.C.
 Professional Land Surveyors
 1435 South Loop 4, P.O. Box 1030, Buda, Texas 78010
 Tel (512) 295-8201 • Fax (512) 295-8091

SHEET
 2 OF 4

TECH: SEGURA
 DATE: OCTOBER, 2011
 DRAWING FILE: 11-1002-11 CARL B-B SHEETS 1-3.DWG
 PROJECT: COMMONS AT ROWE LANE - PHASE III-B
 JOB NO: 11-1002-11

GRAY & ASSOCIATES, INC.
 Consulting Engineers
 8217 Shaw Creek Blvd., Suite 200
 Austin, Texas 78757-7592
 (512)452-0371 FAX (512)454-9933
 TYPE FROM # 2946



Travis County Commissioners Court Agenda Request

Meeting Date: February 18, 2014

Prepared By: Joe L. Arriaga Phone #: (512) 854-7562

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 Davis, Precinct One

AGENDA LANGUAGE: Consider and take appropriate action for approval of a preliminary plan - The Commons at Rowe Lane Phases VII and VIII, Preliminary Plan - Windmill Ranch Avenue - 162 total lots - 155 single-family lots and 7 landscape, open space, and drainage lots - City of Pflugerville ETJ in Precinct One.

BACKGROUND/SUMMARY OF REQUEST:

The applicant seeks approval of a preliminary plan consisting of 162 total lots on 43 acres, which includes 155 single family residences and 7 landscape, open space, and drainage lots. The subject property is located in the City of Pflugerville's ETJ. Water and wastewater will be provided by the Manville Water Supply Corporation. Applicant is proposing to build a total of 6,059 linear feet of public streets. Parkland requirements have been satisfied with the City of Pflugerville as part of a development agreement.

The applicant will enter into a Phasing Agreement with Travis County. The Phasing Agreement will be forwarded to the Court at a later date. The agreement requires the developer to the following: prior to any future phases after Phase VII, applicant will make improvements to Rowe Lane. These improvements must include drainage improvements, dedicate numerous easements, and post infrastructure fiscal.

STAFF RECOMMENDATIONS:

Staff recommends approval of the preliminary plan as it meets all Travis County standards and has been approved by the City of Pflugerville.

ISSUES AND OPPORTUNITIES:

Staff has not received any inquiries from anyone on this project.

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A

ATTACHMENTS/EXHIBITS:

Location Map
Preliminary Plan
Precinct Map

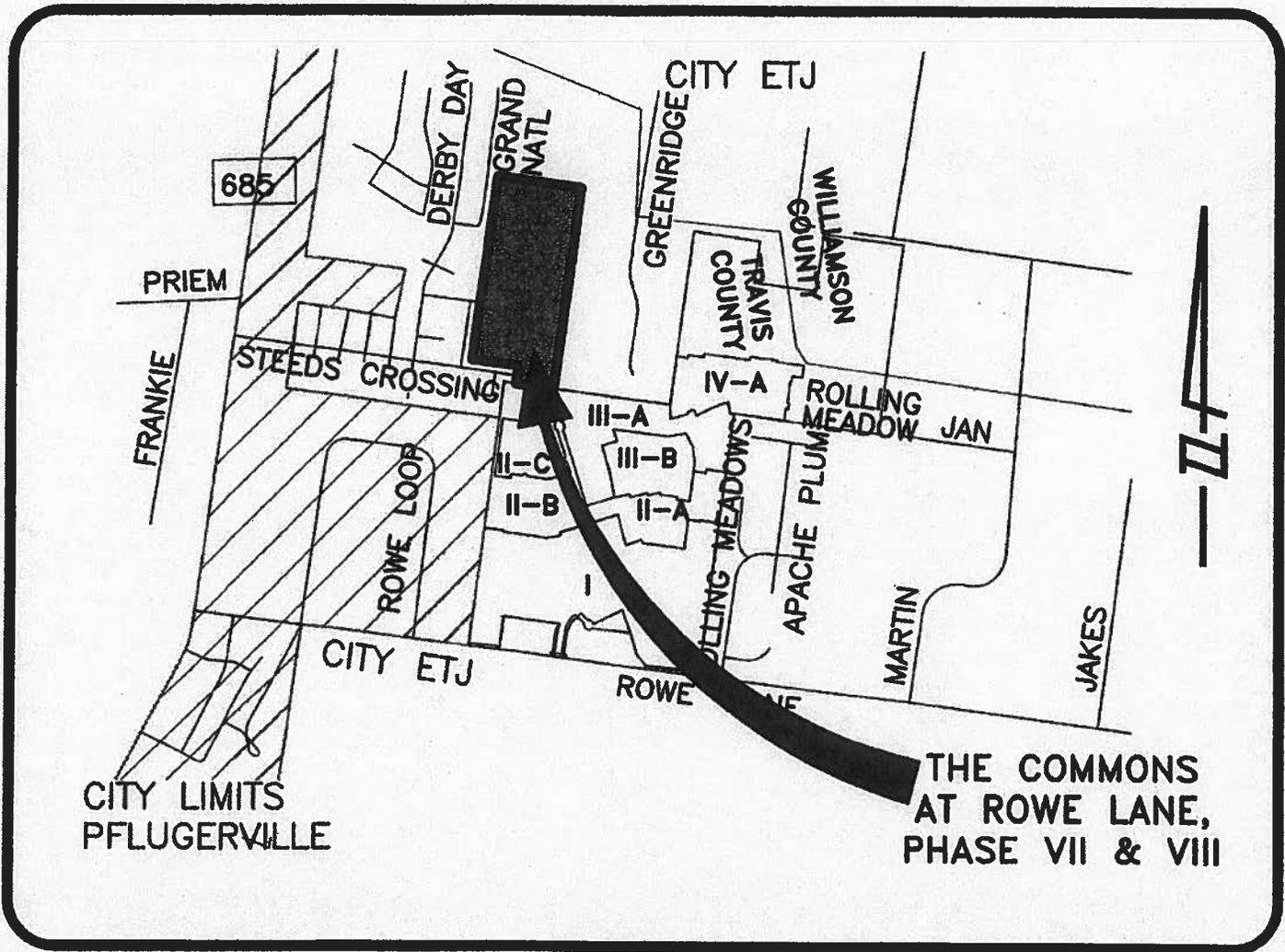
REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	(512) 854-4239
Steven M. Manilla	County Executive	TNR	(512) 854-9429

CC:

SM:AB:ja

1101 - Development Services Long Range Planning - Commons at Rowe Lane Phases VII and VIII - Preliminary Plan



VICINITY MAP
NOT TO SCALE

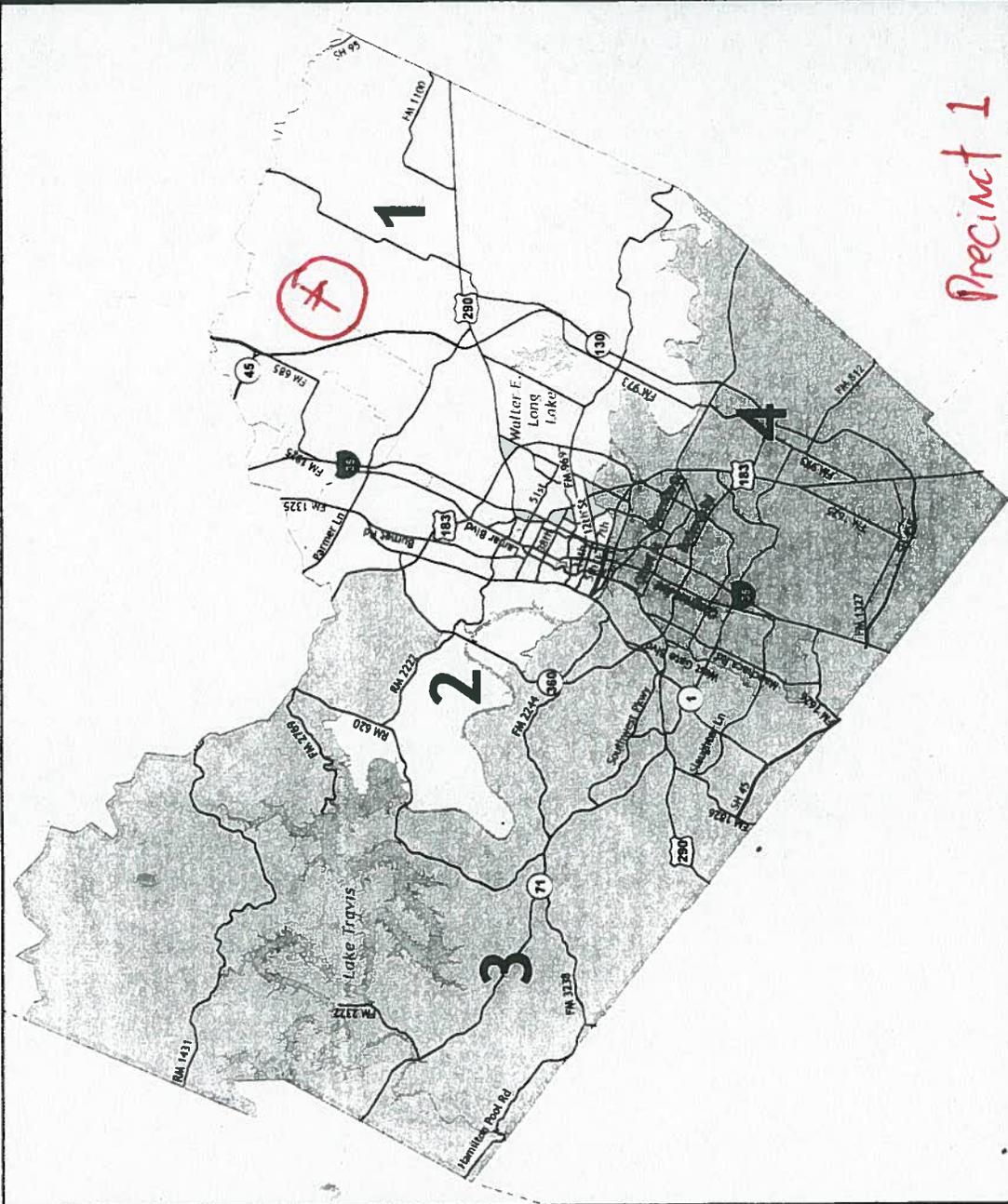
2011 Commissioner Precincts

Precinct 1: Ron Davis
314 W. 11th St. #510
Austin, TX 78701
Phone: (512) 854-9111
Fax: (512) 854-4897

Precinct 2: Sarah Eckhardt
314 W. 11th St. #530
Austin, TX 78701
Phone: (512) 854-9222
Fax: (512) 854-9515

Precinct 3: Karen Huber
314 W. 11th St. #500
Austin, TX 78701
Phone: (512) 854-9333
Fax: (512) 854-9376

Precinct 4: Margaret Gomez
314 W. 11th St. #525
Austin, TX 78701
Phone: (512) 854-9444
Fax: (512) 854-9535



DISCLAIMER:
This map was prepared for the sole purpose of
providing information to the public. It is not
intended to be used for any other purpose.
The County is not responsible for any errors or
omissions that may appear hereon.



Travis County
Transportation &
Natural Resources

Travis County Commissioner Precincts



Travis County Commissioners Court Agenda Request

Meeting Date: February 18, 2014

Prepared By: Paul Scoggins **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 Davis, Precinct One

AGENDA LANGUAGE: Consider and take appropriate action on a request to use an Alternative Fiscal Agreement for Avalon, Phase 5A – Precinct One.

BACKGROUND/SUMMARY OF REQUEST:

The developer of the subject subdivision requests to enter into an Alternative Fiscal Agreement with Travis County. Under the Alternative Fiscal Agreement, the plat will be held in abeyance while the street and drainage facilities are constructed.

STAFF RECOMMENDATIONS:

The request has been reviewed by TNR staff and staff finds the use of the subject agreement meets all Travis County standards. As such, TNR staff recommends the approval of the proposed motion.

ISSUES AND OPPORTUNITIES:

Under alternative fiscal, the County Executive of TNR holds the plat in abeyance and, upon completion of the items listed below, the Division Director of Development Services and Long Range Planning authorizes the issuance of a Basic Development Permit for construction of streets and drainage facilities.

Plat Status

Staff has reviewed the plat and all comments have been addressed. It meets current standards and has everything in place such that it could be recommended for approval and recordation at this time.

Restoration/Erosion Control Fiscal

The fiscal for the subdivision restoration and improvements has been posted with Travis County using a bond in the amount of \$344,005.50.

Access to Publicly Maintained Road

Avalon, Phase 5A takes access from Crispin Hall Lane. Crispin Hall Lane is a Travis County maintained road.

Wastewater Service

Wastewater service for this subdivision will be provided by the City of Pflugerville.

Construction Plans and Engineer's Estimate of Construction Cost Approved

All comments by Travis County staff have been addressed and the reviewer is prepared to sign the cover sheets of the plans and issue permit #13-2008. The estimated cost of the improvements is \$1,501,149.45. This amount includes all costs related to the construction of all streets and drainage facilities (including temporary erosion controls and all structures contributing to the total detention).

The developer has signed the attached statement acknowledging that this action does not imply nor guarantee plat approval by the Commissioners Court and that he/she understands the constraints related to the use of alternate fiscal. An Extension of Sixty-Day Period for Completed Plat Application Final Action is also included.

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A

ATTACHMENTS/EXHIBITS:

- Alternative Fiscal Acknowledgment
- Exhibit "A" – Description
- Extension of Sixty-Day Period
- Proposed Plat
- Maps

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	(512) 854-4239
Steve Manilla	County Executive	TNR	(512) 854-9429
Anna Bowlin	Division Director	Development Services & Long Range Planning	(512) 854-7561

CC:

Stacey Scheffel	Program Manager	TNR - Permits	(512) 854-7565

SM:AB:ps

1101 - Development Services Long Range Planning - Avalon, Phase 5A

§ EXHIBIT 82.401 (D)

(d) Alternative Fiscal Policy Request and Acknowledgement

STATE OF TEXAS §

COUNTY OF TRAVIS §

TO THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS:

The undersigned Owner proposes to subdivide that certain tract of land more particularly described in Exhibit "A", which is attached hereto and made a part hereof. The owner requests that the Travis County's Transportation and Natural Resources Department ("TNR") hold the proposed plat of the land in abeyance until all of the proposed subdivision Improvements have been constructed to Travis County Standards for the Construction of Streets and Drainage in Subdivision (the "Standards") to the satisfaction of the Executive Manager of TNR. In order to qualify for this Alternative Fiscal Policy, the proposed subdivision must meet the access criteria set forth in the Standards.

Under this Policy, the Owner is not required to post fiscal Security to secure the construction of the Improvements, but is required to obtain a Travis County Development Permit. The owner will be required to post fiscal for boundary street improvements if they are not to be completed during the construction of the Improvements. Additionally, the Owner shall file Security with the submitted Final Plat to secure restoration of disturbed areas should construction not be completed.

Upon satisfactory completion of the Improvements, the submitted plat shall be forwarded by TNR to the Commissioners Court for approval and recording.

If the Owner elects to proceed under this option, the Owner acknowledges and agrees that, until the plat is filed the Owner may not use the proposed subdivision's description in a contract to convey real property, unless the conveyance is expressly contingent on the recording and approval of the final plat and the purchaser is not given the use or the occupancy of the real property before the recording of the final plat, under penalty of prosecution under Section 12.002 of the Texas Property Code. In addition, the approval of Alternative Fiscal in no way constitutes approval of the proposed plat.

If the plat is to be approved and filed, the Owner must post Security in the amount of 10% of the cost of the Improvements to secure the performance of the construction of the Improvements for one year from the date of the approval of the plat and the acceptance of the construction by the County.

Executed this 28th day of January, 2014.

OWNER:

By: [Signature]

Name: Steve Hayes

Title: Division President
Authorized Representative

TRAVIS COUNTY, TEXAS By: _____
County Judge

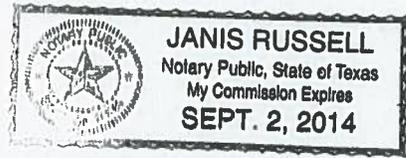
ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF ~~TRAVIS~~ §
 Williamson

This instrument was acknowledged before me by Steve Hayes on the 28th day of January, 2014, in the capacity stated herein.

[Signature]

Notary Public in and for the State of Texas



Janis Russell

Printed or typed name of notary

My commission expires: 9/2/14

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me by _____ on the ____ day of _____, _____, in the capacity stated herein.

Notary Public in and for
the State of Texas

Printed or typed name
of notary
My commission
expires: _____

Mailing Address of Owner:

Avalon Phase 5A

A PARCEL OF LAND IN TRAVIS COUNTY, TEXAS, BEING A PART OF THE EDWARD FLINT SURVEY No. 11, ABSTRACT No. 277, A PART OF THAT 45.00 ACRES GRANTED TO KM AVALON, LTD., RECORDED UNDER DOCUMENT No. 2005118420 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND A PART OF THAT 59.99 ACRES GRANTED TO KM AVALON, LTD., RECORDED UNDER DOCUMENT No. 2005118413 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN at the Most Southerly Corner of Lot 22, Block AA, Avalon Phase 2, according to the plat thereof recorded in Document No. 200600309 of the Official Public Records of Travis County, Texas;

THENCE across the said 45.00 Acre Tract and along the Southeasterly Line of said Lot 22, Block AA and continuing along the Southeasterly Line of said Plat of Avalon Phase 2 the following ten courses:

1. N.37°58'12"E. a distance of 175.00 feet to a 1/2" iron rod found;
2. N.52°01'48"W. a distance of 9.05 feet to a 1/2" iron rod found;
3. N.38°08'47"E. a distance of 82.13 feet to a 1/2" iron rod found;
4. N.46°15'36"E. a distance of 87.08 feet;
5. N.51°26'48"E. a distance of 449.82 feet to a 1/2" iron rod found;
6. N.68°40'41"E. a distance of 63.06 feet;
7. N.71°26'54"E. a distance of 56.26 feet to a point on a non-tangent curve to the right;
8. Northerly along the arc of said curve, a distance of 27.43 feet, said curve having a radius of 300.00 feet, a central angle of 05°14'17" and a chord bearing N.16°02'26"W., 27.42 feet;
9. N.13°25'17"W. a distance of 20.08 feet;
10. N.59°00'24"E. (at 358.11 feet pass the East Line of the said 45.00 Acre Tract and the West Line of the said 59.99 Acre Tract) in all a distance of 642.79 feet to the East Corner of Lot 92, Block Z, Avalon Phase 2 and to a point in the Southwesterly Line of Lot 37, Block RR, Avalon Phase 9A, according to the plat thereof recorded in Document No. 201000026 of the Official Public Records of Travis County, Texas;

THENCE S.30°59'36"E. along the Southwesterly Line of said Lot 92 and across the said 59.99 Acre tract (at 251.17 feet pass the South Corner of said Lot 92) in all a distance of 577.96 feet;

THENCE across the said 59.99 Acre Tract the following ten courses:

1. S.56°08'34"W. a distance of 639.00 feet;
2. S.33°50'53"E. a distance of 17.60 feet;
3. S.56°08'34"W. a distance of 50.00 feet;
4. S.50°06'03"W. a distance of 105.18 feet;
5. S.43°07'24"W. a distance of 96.89 feet;
6. S.29°55'52"W. a distance of 96.59 feet;
7. S.26°55'23"W. a distance of 229.20 feet;
8. N.63°04'37"W. a distance of 125.00 feet;
9. S.26°55'23"W. a distance of 48.31 feet;
10. N.63°04'37"W. (at 119.96 feet pass the West Line of the said 59.99 Acre Tract and the East Line of the said 45.00 Acre Tract) in all a distance of 269.16 feet;

THENCE N.52°01'48"W. across the said 45.00 Acre Tract a distance of 354.99 feet to the said Point of Beginning.

Containing 20.63 acres, more or less.

**EXHIBIT 82.201(C)
EXTENSION OF SIXTY-DAY PERIOD FOR
COMPLETED PLAT APPLICATION FINAL ACTION**

Date: 1/28/14

Owner's Name and Address: Century Land Holdings II, LLC
8390 E Crescent Parkway, Suite 650
Greenwood Village, CO 80111

Proposed Subdivision Name and Legal Description (the "Property"):

The undersigned Owner and the County Executive of Travis County Transportation and Natural Resources Department hereby agree that the sixty (60) day period for final action to be taken on a Completed Plat Application for the Property is hereby extended by mutual agreement and without compulsion until the date that all subdivision requirements have been met to Travis County standards to the satisfaction of the County Executive of TNR.

Executed and effective as of the date set forth below.

Owner: [Signature]

By: Century Land Holdings II, LLC

Name: Steve Hayes

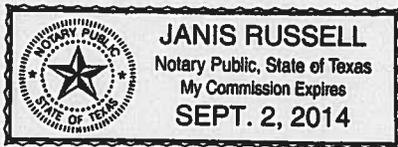
Title: Division President
Authorized Representative

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF ~~TRAVIS~~ *Williamson*

This instrument was acknowledged before me on the 28th day of
January, 2014, by Steve Hayes of ~~Travis~~ *Williamson* County,
Texas, known to me personally or on the basis of an approved form of identification, in
the capacity stated.



Janis Russell

Notary Public, State of Texas
My Commission Expires: 9-2-14

Janis Russell

(Printed Name of Notary)

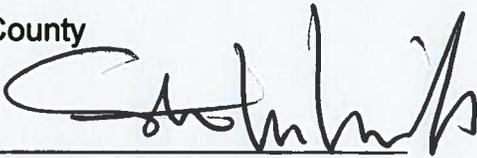
After Completing Return To:

Travis County, Texas
Transportation and Natural Resources Department
P.O. Box 1748
Austin, Texas 78767-1748

Attention: Michael Hettenhausen, Planner

Travis County

By:



County Executive

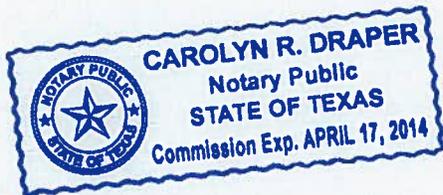
Travis County Transportation and Natural Resources Department

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the 10th day of February, 2014, by Steven M. Manilla of Travis County, Texas, known to me personally or on the basis of an approved form of identification, in the capacity stated.



Notary Public, State of TEXAS

My Commission Expires:

4-17-14

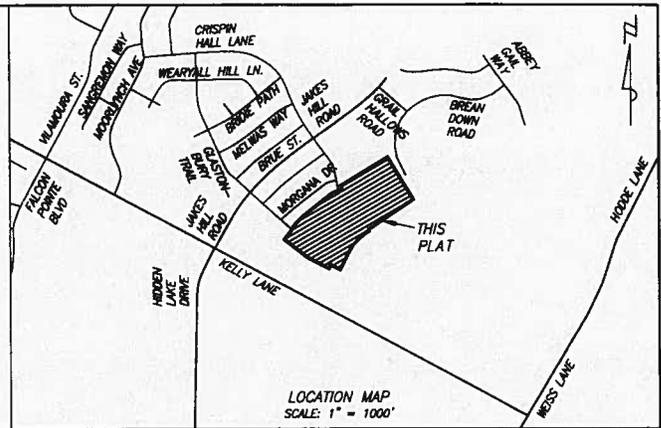
(Printed Name of Notary)

After Completing Return To:

Travis County, Texas
Transportation and Natural Resources Department
P.O. Box 1748
Austin, Texas 78767-1748

Attention: Michael Hettenhausen, Planner

PLAT OF
AVALON PHASE 5A
TRAVIS COUNTY, TEXAS



**TRAVIS COUNTY
CONSUMER PROTECTION NOTICE FOR HOME BUYERS**

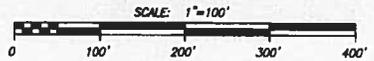
IF YOU ARE BUYING A LOT OR HOME, YOU SHOULD DETERMINE WHETHER IT IS INSIDE OR OUTSIDE THE CITY LIMITS. DEPENDING ON STATE LAW AND OTHER FACTORS, LAND OUTSIDE THE CITY LIMITS MAY BE SUBJECT TO FEWER LOCAL GOVERNMENT CONTROLS OVER THE DEVELOPMENT AND USE OF LAND THAN INSIDE THE CITY LIMITS. BECAUSE OF THIS, LOCAL GOVERNMENT MAY NOT BE ABLE TO RESTRICT THE NATURE OR EXTENT OF DEVELOPMENT NEAR THE LOT OR HOME NOR PROHIBIT NEARBY LAND USES THAT ARE INCOMPATIBLE WITH A RESIDENTIAL NEIGHBORHOOD. THIS CAN AFFECT THE VALUE OF YOUR PROPERTY. TRAVIS COUNTY REQUIRES THIS NOTICE TO BE PLACED ON SUBDIVISION PLATS. IT IS NOT A STATEMENT OR REPRESENTATION OF THE OWNER OF THE PROPERTY, THE SUBDIVIDER, OR THEIR REPRESENTATIVES

DATE: NOV. 1, 2013

RANDALL JONES & ASSOCIATES ENGINEERING, INC.
1212 E. BRAKER LAKE, AUSTIN, TEXAS 78753
(512) 836-4793 FAX: (512) 836-4817 F-9784

RJ SURVEYING & ASSOCIATES, INC.
1212 E. BRAKER LAKE, AUSTIN, TEXAS 78753
(512) 836-4793 FAX: (512) 836-4817

PLAT OF
AVALON PHASE 5A
TRAVIS COUNTY, TEXAS



CURVE	LENGTH	RADIUS	DELTA	CHORD BRNG.	CHORD
C1	27.43	300.00	5°14'17"	N18°02'26"W	27.42
C2	23.56	15.00	90°00'00"	N07°01'58"W	21.21
C3	108.00	450.00	13°29'48"	N44°43'06"E	105.78
C4	94.22	400.00	13°29'48"	N44°43'06"E	94.01
C5	26.08	450.00	3°18'14"	N39°37'49"E	26.08
C6	89.27	450.00	8°48'12"	N45°42'02"E	89.20
C7	10.85	450.00	1°21'22"	N50°47'18"E	10.85
C8	41.07	400.00	5°52'56"	N40°54'40"E	41.05
C9	53.16	400.00	7°36'51"	N47°39'34"E	53.12
C10	32.65	400.00	4°40'34"	N53°48'17"E	32.64
C11	36.73	450.00	4°40'34"	N53°48'17"E	36.72
C12	20.54	450.00	2°38'53"	N52°46'26"E	20.53
C13	18.19	450.00	2°03'41"	N55°06'43"E	18.19
C14	23.56	15.00	90°00'00"	N11°08'34"E	21.21
C15	23.56	15.00	90°00'00"	N78°51'26"W	21.21
C16	67.05	360.00	10°40'14"	N28°31'19"W	66.95
C17	79.58	300.00	15°11'52"	N26°15'30"W	79.34
C18	19.21	300.00	3°40'08"	N32°01'22"W	19.21
C19	87.79	300.00	16°48'01"	N21°48'17"W	87.48
C20	23.56	15.00	90°00'00"	N11°08'34"E	21.21
C21	23.56	15.00	90°00'00"	N78°51'26"W	21.21
C22	203.89	400.00	28°13'11"	N41°31'59"E	201.79
C23	228.49	450.00	28°13'11"	N41°31'59"E	227.01
C24	27.00	400.00	3°52'01"	N28°31'24"E	26.99
C25	98.11	400.00	13°48'02"	N37°40'25"E	95.88
C26	80.88	400.00	11°35'08"	N50°21'00"E	80.74
C27	19.53	450.00	2°29'13"	N28°10'00"E	19.53
C28	70.07	450.00	8°58'18"	N33°52'15"E	70.00
C29	69.94	450.00	8°54'20"	N42°47'04"E	69.87
C30	69.94	450.00	8°54'20"	N51°41'24"E	69.87
C31	23.56	15.00	90°00'00"	N71°55'23"E	21.21
C32	23.56	15.00	90°00'00"	N18°04'37"W	21.21
C33	77.12	400.00	11°02'49"	N57°33'12"W	77.00
C34	86.76	450.00	11°02'49"	N57°33'12"W	86.63
C35	25.48	400.00	3°36'39"	N53°51'17"W	25.48
C36	51.64	400.00	7°23'50"	N58°22'42"W	51.61
C37	39.80	450.00	5°02'33"	N54°33'04"W	39.59
C38	47.16	450.00	6°00'18"	N60°04'28"W	47.14
C39	23.56	15.00	90°00'00"	N82°58'12"E	21.21

LINE	LENGTH	BEARING
L1	63.06'	N68°40'41"E
L2	56.26'	N71°26'54"E
L3	20.08'	N13°23'17"W
L4	33.96'	N37°58'12"E
L5	33.96'	N37°58'12"E
L6	42.62'	N33°51'26"W
L7	75.87'	N26°55'23"E
L8	126.62'	N63°04'37"W
L9	125.00'	N63°04'37"W
L10	125.00'	N56°08'34"E
L11	125.00'	N56°08'34"E
L12	56.99'	N18°42'01"W
L13	67.61'	N32°52'15"W

- LEGEND:**
- DE DRAINAGE EASEMENT
 - PUE PUBLIC UTILITY EASEMENT
 - FOUND 1/2" IRON ROD
 - SET 1/2" IRON ROD WITH RJ SURVEYING CAP
 - CONCRETE MONUMENT
 - SIDEWALK REQUIRED
 - (W) BLOCK NAME
 - ⊙ BENCH MARK
 - ⊙ OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY
 - LOMR LETTER OF MAP CHANGE

NEW STREETS	NAME	LENGTH	WIDTH
	CRISPIN HALL LANE	590	50
	GLASTONBURY TRAIL	570	50
	POLDEN HILLS WAY	681	50
	STONE DOWN PATH	678	50
	TOTAL	2517	

DATE: NOV. 1, 2013 SCALE: 1" = 100'

RANDALL JONES & ASSOCIATES ENGINEERING, INC.
1212 E. BRAKER LANE, AUSTIN, TEXAS 78753
(512) 838-4783 FAX: (512) 838-4817 F-9784

RJ SURVEYING & ASSOCIATES, INC.
1212 E. BRAKER LANE, AUSTIN, TEXAS 78753
(512) 838-4783 FAX: (512) 838-4817

PLAT OF
AVALON PHASE 5A
TRAVIS COUNTY, TEXAS

GENERAL NOTES:

1. THIS PLAT IS WITHIN THE EXTRA TERRITORIAL JURISDICTION OF THE CITY OF PFLUGERVILLE.
2. NO OBJECTS, INCLUDING BUT NOT LIMITED TO BUILDINGS, FENCES OR LANDSCAPING SHALL BE ALLOWED IN A DRAINAGE EASEMENT, EXCEPT AS APPROVED BY TRAVIS COUNTY AND THE CITY OF PFLUGERVILLE.
3. ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE OWNER OR HIS / HER ASSIGNS.
4. THE PROPERTY OWNER OR HIS / HER ASSIGNS SHALL PROVIDE FOR ACCESS TO THE DRAINAGE EASEMENT AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY THE CITY OF PFLUGERVILLE AND TRAVIS COUNTY FOR INSPECTION OR MAINTENANCE OF SAID EASEMENT.
5. FOUR FOOT (4') SIDEWALKS SHALL BE CONSTRUCTED ALONG EACH SIDE OF ALL STREETS AND SIDEWALK RAMPS FOR HANDICAP ACCESS SHALL BE PROVIDED AT ALL STREET INTERSECTIONS.
6. SINGLE FAMILY SIDE YARD SETBACK SHALL BE 5 FEET AS STATED IN THE COMPREHENSIVE DEVELOPMENT AGREEMENT BETWEEN KM KELLY LANE AND THE CITY OF PFLUGERVILLE.
7. NO SINGLE FAMILY LOT SHALL BE LESS THAN 6,000 SQUARE FEET IN AREA AS STATED IN THE COMPREHENSIVE DEVELOPMENT AGREEMENT BETWEEN KM KELLY LANE AND THE CITY OF PFLUGERVILLE.
8. WATER SERVICE TO THE SUBDIVISION WILL BE PROVIDED BY MANVILLE WATER SUPPLY CORPORATION, (WHOLESALE) AND THE CITY OF PFLUGERVILLE (RETAIL).
9. WASTEWATER SERVICE TO THE SUBDIVISION WILL BE PROVIDED BY THE CITY OF PFLUGERVILLE.
10. PARKLAND WILL BE DEDICATED PER THE REQUIREMENTS OF THE COMPREHENSIVE DEVELOPMENT AGREEMENT BETWEEN KM KELLY LANE AND THE CITY OF PFLUGERVILLE.
11. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN APPROVED SEWER SYSTEM.
12. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A WATER SYSTEM APPROVED BY THE TEXAS STATE DEPARTMENT OF HEALTH.
13. THIS PROPERTY IS SUBJECT TO THE COVENANTS AND RESTRICTIONS RECORDED IN DOCUMENT No. 2006064285 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, THE DESIGN GUIDELINES RECORDED IN DOCUMENT No. 2007012260 AND THE AMENDMENT TO THE DESIGN GUIDELINES RECORDED IN DOCUMENT No. 2009047703 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. UPON FINAL PLAT RECORDATION, A NOTICE OF APPLICABILITY FOR THIS PLAT WILL BE RECORDED IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.
14. THE ASSESSED COMMUNITY IMPACT FEE RATE FOR WASTEWATER SERVICE SHALL BE AT THE RATE ESTABLISHED IN PFLUGERVILLE ORDINANCE No. 891-07-06-28
15. CONSTRUCTION PLANS AND SPECIFICATIONS FOR ALL SUBDIVISION IMPROVEMENTS SHALL BE REVIEWED AND APPROVED BY THE CITY OF PFLUGERVILLE PRIOR TO ANY CONSTRUCTION WITHIN THE SUBDIVISION ON-SITE STORM WATER DETENTION FACILITIES SHALL BE PROVIDED TO REDUCE POST-DEVELOPMENT PEAK RATES OF DISCHARGE OF THE 2 YEAR, 10 YEAR, 25 YEAR AND 100 YEAR STORM EVENTS
17. STREETLIGHTS SHALL BE INSTALLED AND OPERATIONAL BY THE SUBDIVIDER WITH PUBLIC IMPROVEMENTS PER ALL CITY OF PFLUGERVILLE STANDARDS. A STREET LIGHTING PLAN SHALL BE APPROVED BY THE APPLICABLE ELECTRIC UTILITY PROVIDER AS WELL AS THE CITY OF PFLUGERVILLE
18. ALL ELECTRIC UTILITY INFRASTRUCTURE INCLUDING BUT NOT LIMITED TO TELEPHONE, CABLE TELEVISION, ELECTRIC UTILITY LATERAL AND SERVICE LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF PFLUGERVILLE ENGINEERING DESIGN GUIDELINES
19. WASTEWATER AND WATER SYSTEMS SHALL CONFORM TO TCEQ (TEXAS COMMISSION ON ENVIRONMENTAL QUALITY) AND STATE BOARD OF INSURANCE REQUIREMENTS. THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT PLAT VARIATION OR RE-PLATTING MAY BE REQUIRED AT THE OWNER'S SOLE EXPENSE IF PLANS TO DEVELOP THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS
20. A 10 FOOT PUBLIC UTILITY EASEMENT (PUE) IS HEREBY DEDICATED ALONG STREET FRONTAGE
21. THIS SUBDIVISION IS SUBJECT TO ALL CITY OF PFLUGERVILLE ORDINANCES RELATED TO TREE PRESERVATION
22. THIS SUBDIVISION IS IN THE KELLY LANE W. C. I. D. No. 1.
23. A TRAVIS COUNTY DEVELOPMENT PERMIT IS REQUIRED PRIOR TO SITE DEVELOPMENT.
24. LOT 89, BLOCK Z IS RESTRICTED TO NON-RESIDENTIAL USES.

OWNER'S CERTIFICATION

THE STATE OF TEXAS
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS

THAT CENTURY LAND HOLDINGS II, LLC, A COLORADO LIMITED LIABILITY COMPANY, BEING THE OWNER OF A TRACT OF LAND OUT OF THE EDWARD FLINT SURVEY No. 11, ABSTRACT No. 277, DESCRIBED AS 20.63 ACRES IN A SPECIAL WARRANTY DEED GRANTED TO CENTURY LAND HOLDINGS II, LLC, DATED SEPTEMBER 28, 2013, AND RECORDED UNDER DOCUMENT No. 2013177789 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, DOES HEREBY SUBDIVIDE, IN ACCORDANCE WITH CHAPTERS 212 AND 232 OF THE TEXAS LOCAL GOVERNMENT CODE, 20.63 ACRES TO BE KNOWN AS AVALON PHASE 5A IN ACCORDANCE WITH THE MAP OR PLAT ATTACHED HERETO, AND DOES HEREBY DEDICATE TO THE PUBLIC THE USE OF ALL STREETS AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND, THIS THE ____ DAY OF _____, 20____

CENTURY LAND HOLDINGS II, LLC

ACKNOWLEDGMENT:

STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED _____, 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS ____ DAY OF _____, 20____

SEAL

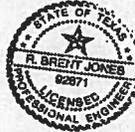
NOTARY PUBLIC, STATE OF TEXAS

A PORTION OF THIS TRACT IS WITHIN THE DESIGNATED FLOOD HAZARD AREA (1% ANNUAL CHANCE FLOODPLAIN) ACCORDING TO FEMA LOMC (LETTER OF MAP CHANGE) CASE NUMBER 09-06-0809P

I, R. BRENT JONES, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STANDPOINT, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

R. Brent Jones 1/30/14

R. BRENT JONES
LICENSED PROFESSIONAL ENGINEER No. 92671
STATE OF TEXAS



STATE OF TEXAS
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS

THAT I, J. KENNETH WEIGAND, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE ON-THE-GROUND SURVEY OF THE LAND AND THAT ALL CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION CODE OF THE CITY OF PFLUGERVILLE, TEXAS AND THAT ALL KNOWN EASEMENTS WITHIN THE BOUNDARY OF THE PLAT ARE SHOWN HEREOF.

J. Kenneth Weigand 1/30/2014
J. KENNETH WEIGAND
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5741
STATE OF TEXAS



APPROVED THIS ____ DAY OF _____, 20____ BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF PFLUGERVILLE, TEXAS, ON BEHALF OF THE CITY.

BY: _____
THOMAS ANKER, CHAIR

THIS PLAT REFLECTS THE APPROVAL GRANTED BY THE PLANNING AND ZONING COMMISSION ON THE DATE INDICATED ABOVE.

BY: _____
EMILY BARRON, PLANNING DIRECTOR

ATTEST:

KAREN THOMPSON, CITY SECRETARY

THIS SUBDIVISION PLAT IS LOCATED WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF PFLUGERVILLE, THIS ____ DAY OF _____, 20____

BY: _____
EMILY BARRON, PLANNING DIRECTOR

COMMISSIONERS COURT

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 PUBLIC THOROUGHFARES 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 OF THE SUBDIVISION SHALL CONSTRUCT THE SUBDIVISION'S STREET AND DRAINAGE IMPROVEMENTS (THE "IMPROVEMENTS") TO COUNTY STANDARDS IN ORDER FOR THE COUNTY TO ACCEPT THE PUBLIC IMPROVEMENTS FOR MAINTENANCE OR TO RELEASE FISCAL SECURITY POSTED TO SECURE PRIVATE IMPROVEMENTS. TO SECURE THIS OBLIGATION, THE OWNER(S) MUST POST FISCAL SECURITY WITH THE COUNTY IN THE AMOUNT OF THE ESTIMATED COST OF THE IMPROVEMENTS. THE OWNER(S) OBLIGATION TO CONSTRUCT THE IMPROVEMENTS TO COUNTY STANDARDS AND TO POST THE FISCAL SECURITY TO SECURE SUCH CONSTRUCTION IS A CONTINUING OBLIGATION BINDING UPON THE OWNERS AND THEIR SUCCESSORS AND ASSIGNS UNTIL THE PUBLIC IMPROVEMENTS HAVE BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY OR THE PRIVATE IMPROVEMENTS HAVE BEEN CONSTRUCTED AND ARE PERFORMING TO COUNTY STANDARDS.

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

THE STATE OF TEXAS
COUNTY OF TRAVIS

I, DANA DEBEAUNOIR, CLERK OF THE COUNTY COURT, OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE ____ DAY OF _____, 20____ A. D., THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS, PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT AND THAT SAID ORDER WAS DULY ENTERED IN THE MINUTES OF THE SAID COURT.

WITNESS MY HAND AND SEAL OF THE OFFICE OF THE COUNTY CLERK OF SAID COUNTY, THE ____ DAY OF _____, 20____ A. D.

DANA DEBEAUNOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

DEPUTY

I, DANA DEBEAUNOIR, CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING, AND ITS CERTIFICATE OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF _____, 20____ A. D. AT ____ O'CLOCK ____ M AND DULY RECORDED ON THE ____ DAY OF _____, 20____ A. D. AT ____ O'CLOCK ____ M., OF SAID COUNTY AND STATE IN DOCUMENT NUMBER _____ OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THE ____ DAY OF _____, 20____ A. D.

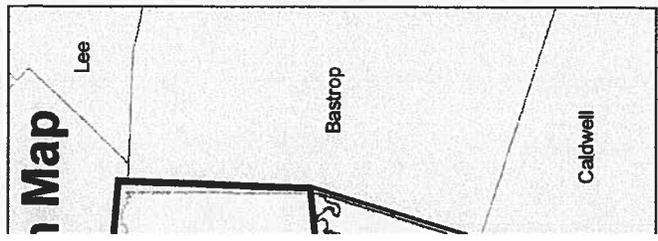
DANA DEBEAUNOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

DEPUTY

DATE: NOV. 1, 2013

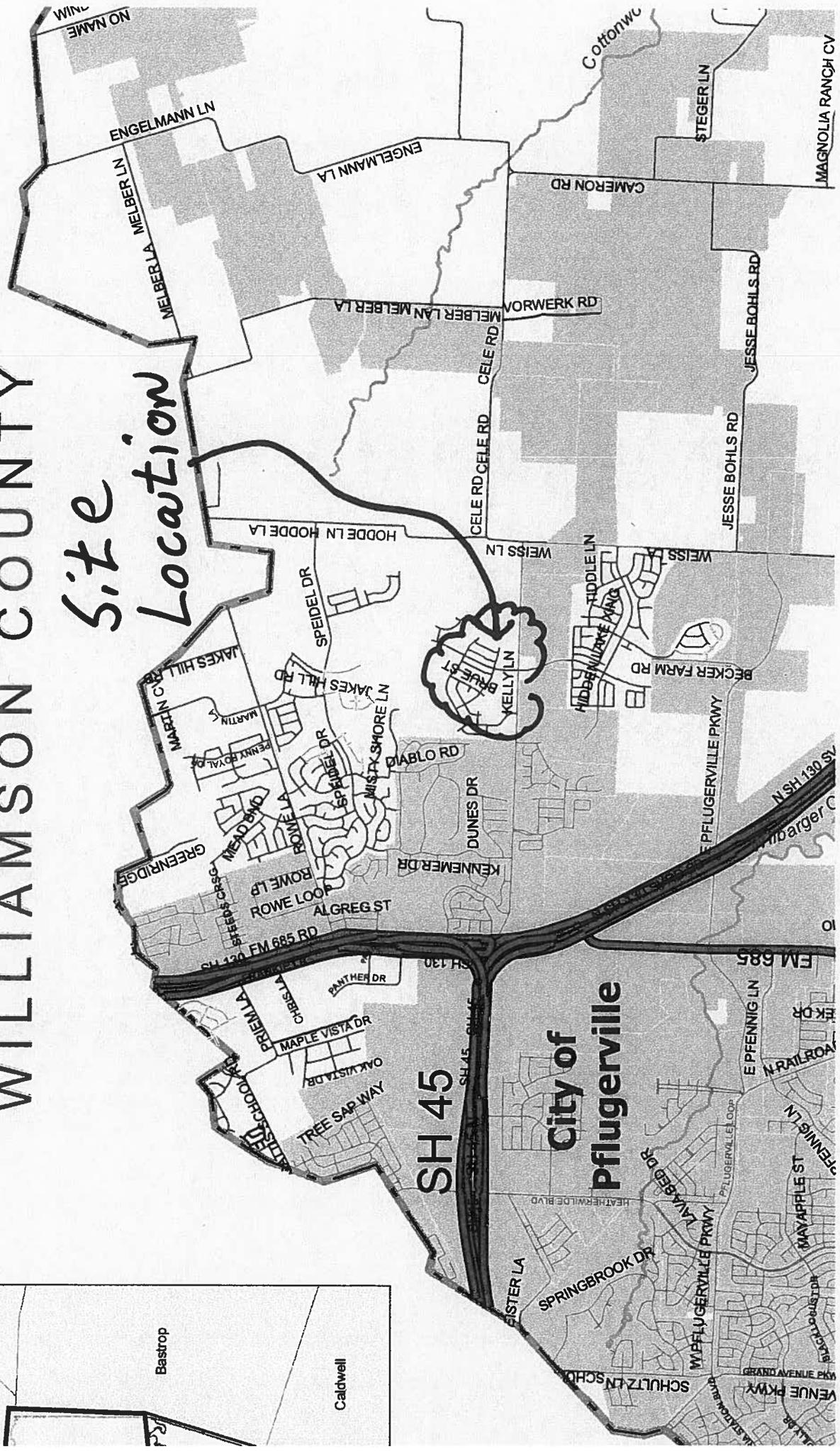
RANDALL JONES & ASSOCIATES ENGINEERING, INC.
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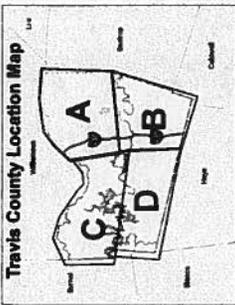
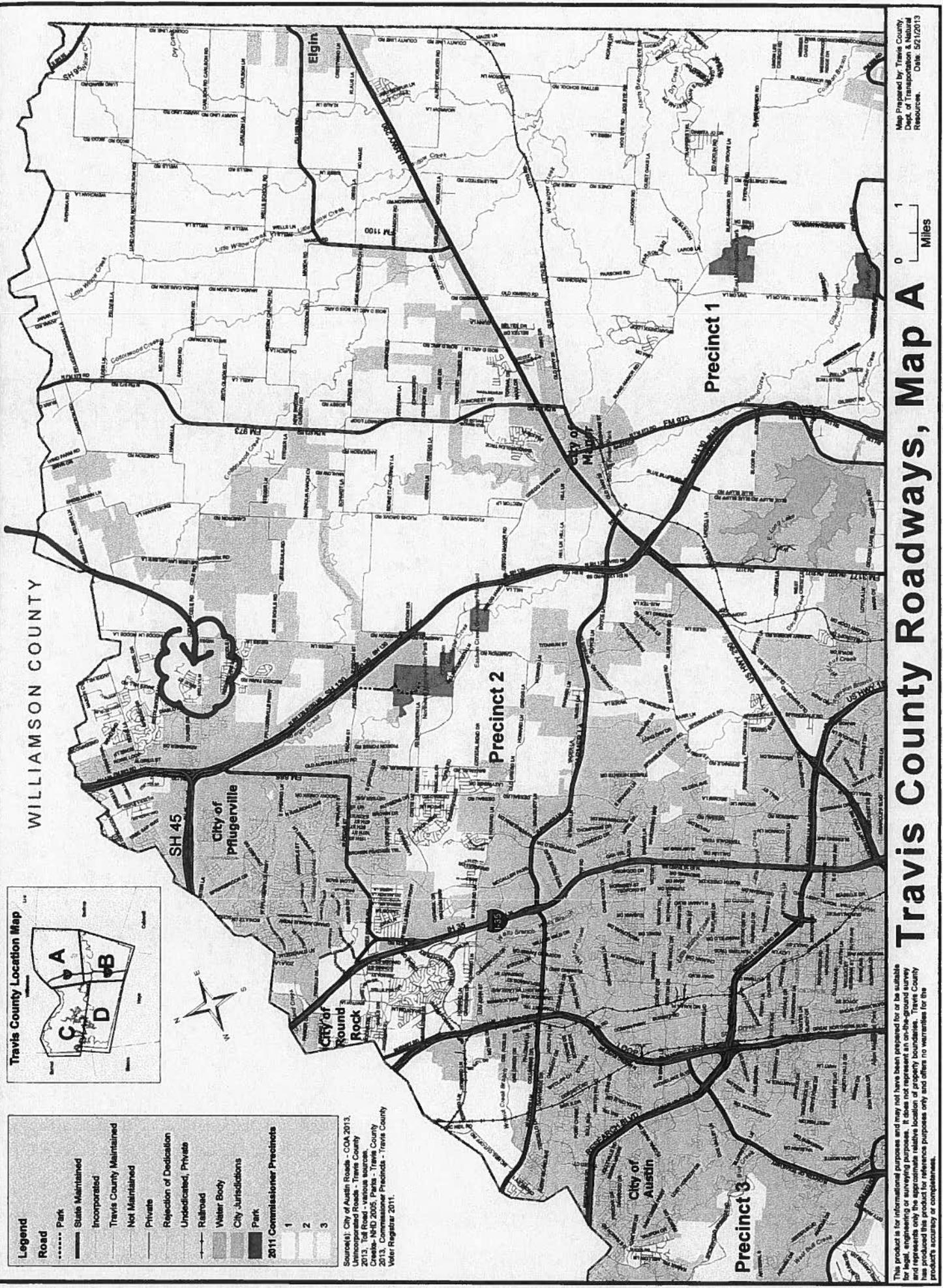


WILLIAMSON COUNTY

Site Location



SITE LOCATION



Legend	
Road	
.....	Park
————	State Maintained
————	Incorporated
————	Travis County Maintained
————	Not Maintained
————	Private
————	Repeal of Dedication
————	Undedicated, Private
————	Railroad
————	Water Body
————	City Jurisdictions
————	Park
2011 Commissioner Precincts	
1	
2	
3	

Source(s): City of Austin Roads - COA 2013.
 Unincorporated Roads - Travis County
 2012, The Road - various sources
 2013, Commissioner Precincts - Travis County
 Voter Registrar 2011.

Map Prepared by Travis County
 Dept. of Transportation & Natural
 Resources. Date: 5/31/2013

0 1
 Miles

Travis County Roadways, Map A

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 and its employees and agents accept no liability for any errors or omissions. The user assumes the product's accuracy or completeness.



Travis County Commissioners Court Agenda Request

Meeting Date: February 18, 2014

Prepared By: Tim Pautsch, Engineer Specialist **Phone #:** (512) 854-7689

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

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

Sponsoring Court Member: Commissioner Davis, Precinct One

AGENDA LANGUAGE: Consider and take appropriate action on multiple Cash Security Agreements with Gehan Homes LTD., for sidewalk fiscal for Avalon Phase 7B, in Precinct One.

- A) Lot 36 Blk J \$659.04;
- B) Lot 40 Blk J \$720.00;
- C) Lot 41 Blk J \$720.00;
- D) Lot 42 Blk J \$720.00;
- E) Lot 1 Blk N \$2,211.24;
- F) Lot 2 Blk N \$720.00;
- G) Lot 3 Blk N \$720.00;
- H) Lot 4 Blk N \$720.00;
- I) Lot 5 Blk N \$967.56;
- J) Lot 6 Blk N \$1,201.56;
- K) Lot 10 Blk N \$645.12;
- L) Lot 11 Blk N \$635.64;
- M) Lot 12 Blk N \$662.88;
- N) Lot 13 Blk N \$596.28;
- O) Lot 16 Blk N \$2,626.32;
- P) Lot 2 Blk O \$720.00;
- Q) Lot 3 Blk O \$720.00;
- R) Lot 4 Blk O \$720.00;
- S) Lot 6 Blk O \$656.04;
- T) Lot 9 Blk O \$720.00;
- U) Lot 12 Blk O \$2,098.68;
- V) Lot 15 Blk O \$720.00;
- W) Lot 17 Blk O \$1,183.68; and
- X) Lot 18 Blk O \$1,403.04.

BACKGROUND/SUMMARY OF REQUEST:

The form of the Cash Security Agreement is from the Standards for Construction of Streets and Drainage in subdivisions that were in place before August 28, 1997.

STAFF RECOMMENDATIONS:

Gehan Homes LTD., proposes to use these Cash Security Agreements for the selected lots, as follows: Avalon Phase 7B, to post sidewalk fiscal where the sidewalks have not been completed in this subdivision.

ISSUES AND OPPORTUNITIES:

None

FISCAL IMPACT AND SOURCE OF FUNDING:

There are no budgetary and/or fiscal impacts as this is fiscal posted for a development.

ATTACHMENTS/EXHIBITS:

Cash Security Agreements
Map of lots

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 Long Range Planning	TNR	(512) 854-7561
Stacey Scheffel	Permits Program Manager Floodplain Administrator	TNR	(512) 854-7565

CC:

Tim Pautsch	Engineering Specialist	TNR	(512) 854-7689

TP:AB:tp

1101 - Development Services Long Range Planning - Avalon Phase 7B

§ EXHIBIT 82.401 (C)

CASH SECURITY AGREEMENT - SIDEWALKS

TO: Travis County, Texas

DEVELOPER/BUILDER: _____ Gehan Homes _____

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: \$ 659.04 #311395

ADDRESS: 19716 Moorlynch Ave LOT: 36 BLOCK: J

SUBDIVISION: _____ Avalon 7B _____

DATE OF POSTING: The 15th Day of January, 20 14

EXPIRATION DATE: Three Years, or more from Date of Posting

The ESCROW AGENT shall duly honor all drafts drawn and presented in accordance with this Agreement. Travis County may draw on the account of the DEVELOPER/BUILDER up to the aggregate AMOUNT OF SECURITY upon presentation of a draft signed by the County Judge that the following condition exists:

The county considers such a drawing on this Security necessary to complete all or part of the SUBDIVISION Sidewalks to ADA and Texas Accessibility Standards. No further substantiation of the necessity of the draw is required by this Agreement.

This Agreement is conditioned on the performance of the duties of the DEVELOPER/BUILDER to provide for the construction and completion of the Sidewalk Improvements in the SUBDIVISION to current Travis County Standards for Construction of Streets and Drainage in Subdivisions (the "Standards"), so that the Sidewalk Improvements are performing to the Standards upon the approval of the construction of the Sidewalk Improvements, and the acceptance of the Sidewalk Improvements by the Executive Manager of TNR or his designated representative. The DEVELOPER/ BUILDER shall prove that the sidewalk is built to Texas Accessibility Standards by submitting an approved inspection letter from a Registered Accessibility Specialist.

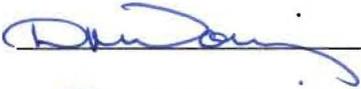
If this document needs to be renewed, it will be renewed at the then current rate for Sidewalks required by Travis County. In no case shall the amount of Security be less than the amount it would cost the County to complete the work if it becomes necessary.

Partial drafts and reductions in the amount of Security are permitted. Drafts will be honored within five calendar days of presentment. In lieu of drawing on the Security, the County, in its discretion, may accept a substitute Security in the then current amount of the estimated cost of constructing the Improvements. This Agreement may be revoked only by written consent of the DEVELOPER/BUILDER and the County.

Cash Security Agreement - Sidewalks

DEVELOPER/BUILDER

COMPANY NAME & ADDRESS

BY: 

Gehan Homes

PRINT: Dawn Dominy

3815 S Capital of Texas Hwy #275

TITLE: Purchasing Coordinator

Austin TX 78704

PHONE: 512 330 9366 x4217

APPROVED BY THE TRAVIS COUNTY COMMISSIONERS COURT: _____

Date

COUNTY JUDGE, TRAVIS COUNTY, TEXAS

Date

§ EXHIBIT 82.401 (C)

CASH SECURITY AGREEMENT - SIDEWALKS

TO: Travis County, Texas

DEVELOPER/BUILDER: Gehan Homes

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: \$ 720.00 #311396

ADDRESS: 19808 Moorlynch Ave LOT: 40 BLOCK: J

SUBDIVISION: Avalon 7B

DATE OF POSTING: The 15th Day of JANUARY, 2014

EXPIRATION DATE: Three Years, or more from Date of Posting

The ESCROW AGENT shall duly honor all drafts drawn and presented in accordance with this Agreement. Travis County may draw on the account of the DEVELOPER/BUILDER up to the aggregate AMOUNT OF SECURITY upon presentation of a draft signed by the County Judge that the following condition exists:

The county considers such a drawing on this Security necessary to complete all or part of the SUBDIVISION Sidewalks to ADA and Texas Accessibility Standards. No further substantiation of the necessity of the draw is required by this Agreement.

This Agreement is conditioned on the performance of the duties of the DEVELOPER/BUILDER to provide for the construction and completion of the Sidewalk Improvements in the SUBDIVISION to current Travis County Standards for Construction of Streets and Drainage in Subdivisions (the "Standards"), so that the Sidewalk Improvements are performing to the Standards upon the approval of the construction of the Sidewalk Improvements, and the acceptance of the Sidewalk Improvements by the Executive Manager of TNR or his designated representative. The DEVELOPER/ BUILDER shall prove that the sidewalk is built to Texas Accessibility Standards by submitting an approved inspection letter from a Registered Accessibility Specialist.

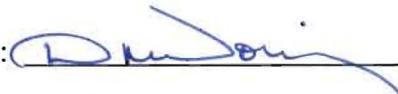
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Cash Security Agreement - Sidewalks

DEVELOPER/BUILDER

COMPANY NAME & ADDRESS

BY: 

Gehan Homes

PRINT: DAWN DOMINY

3815 S Capital of Texas Hwy #275

TITLE: PURCHASING COORDINATOR

Austin TX 78704

PHONE: 512 330 9366 X4217

APPROVED BY THE TRAVIS COUNTY COMMISSIONERS' COURT: _____
Date

COUNTY JUDGE, TRAVIS COUNTY, TEXAS

Date

§ EXHIBIT 82.401 (C)

CASH SECURITY AGREEMENT - SIDEWALKS

TO: Travis County, Texas

DEVELOPER/BUILDER: _____ Gehan Homes _____

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: \$ 720.00 #311397

ADDRESS: 19812 Moorlynch Ave LOT: 41 BLOCK: J

SUBDIVISION: _____ Avalon 7B _____

DATE OF POSTING: The 15th Day of JANUARY, 20 14

EXPIRATION DATE: Three Years, or more from Date of Posting

The ESCROW AGENT shall duly honor all drafts drawn and presented in accordance with this Agreement. Travis County may draw on the account of the DEVELOPER/BUILDER up to the aggregate AMOUNT OF SECURITY upon presentation of a draft signed by the County Judge that the following condition exists:

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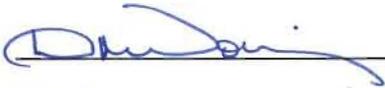
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Cash Security Agreement - Sidewalks

DEVELOPER/BUILDER

COMPANY NAME & ADDRESS

BY: 

Gehan Homes

PRINT: Dawn Dominy

3815 S Capital of Texas Hwy #275

TITLE: Purchasing Coordinator

Austin TX 78704

PHONE: 512 330 9366 x4217

APPROVED BY THE TRAVIS COUNTY COMMISSIONERS COURT: _____
Date

COUNTY JUDGE, TRAVIS COUNTY, TEXAS

Date

§ EXHIBIT 82.401 (C)

CASH SECURITY AGREEMENT - SIDEWALKS

TO: Travis County, Texas

DEVELOPER/BUILDER: _____ Gehan Homes _____

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: \$ 720.00 # 311398

ADDRESS: 19816 Moorlynch Ave LOT: 42 BLOCK: J

SUBDIVISION: _____ Avalon 7B _____

DATE OF POSTING: The 15th Day of JANUARY, 20 14

EXPIRATION DATE: Three Years, or more from Date of Posting

The ESCROW AGENT shall duly honor all drafts drawn and presented in accordance with this Agreement. Travis County may draw on the account of the DEVELOPER/BUILDER up to the aggregate AMOUNT OF SECURITY upon presentation of a draft signed by the County Judge that the following condition exists:

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Cash Security Agreement - Sidewalks

DEVELOPER/BUILDER

COMPANY NAME & ADDRESS

BY: [Signature]

Gehan Homes

PRINT: Dawn Dominy

3815 S Capital of Texas Hwy #275

TITLE: Purchasing Coordinator

Austin TX 78704

PHONE: 512 330 9366 X4217

APPROVED BY THE TRAVIS COUNTY COMMISSIONERS COURT: _____

Date

COUNTY JUDGE, TRAVIS COUNTY, TEXAS

Date

§ EXHIBIT 82.401 (C)

CASH SECURITY AGREEMENT - SIDEWALKS

TO: Travis County, Texas

DEVELOPER/BUILDER: _____ Gehan Homes _____

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: \$ 2211.24 # 311399

ADDRESS: 19701 Ceceidwen Drive LOT: 1 BLOCK: N

SUBDIVISION: _____ Avalon 7B _____

DATE OF POSTING: The 15th Day of JANUARY, 2014

EXPIRATION DATE: Three Years, or more from Date of Posting

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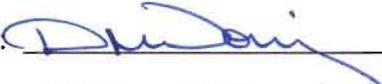
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Cash Security Agreement - Sidewalks

DEVELOPER/BUILDER

COMPANY NAME & ADDRESS

BY: 

Gehan Homes

PRINT: Dawn Dominguez

3815 S Capital of Texas Hwy #275

TITLE: Purchasing Coordinator

Austin TX 78704

PHONE: 512 330 9366 X4217

APPROVED BY THE TRAVIS COUNTY COMMISSIONERS COURT: _____
Date

COUNTY JUDGE, TRAVIS COUNTY, TEXAS

Date

§ EXHIBIT 82.401 (C)

CASH SECURITY AGREEMENT - SIDEWALKS

TO: Travis County, Texas

DEVELOPER/BUILDER: _____ Gehan Homes _____

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: \$ 720.00 #311400

ADDRESS: 19705 Corridwen Drive LOT: 2 BLOCK: N

SUBDIVISION: _____ Avalon 7B _____

DATE OF POSTING: The 15th Day of JANUARY, 20 14

EXPIRATION DATE: Three Years, or more from Date of Posting

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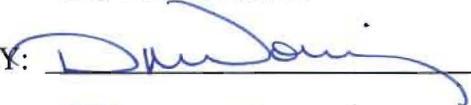
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Cash Security Agreement - Sidewalks

DEVELOPER/BUILDER

COMPANY NAME & ADDRESS

BY: 

Gehan Homes

PRINT: Dawn Dominy

3815 S Capital of Texas Hwy #275

TITLE: Purchasing Coordinator

Austin TX 78704

PHONE: 512 330 9366 X4217

APPROVED BY THE TRAVIS COUNTY COMMISSIONERS COURT: _____
Date

COUNTY JUDGE, TRAVIS COUNTY, TEXAS

Date

§ EXHIBIT 82.401 (C)

CASH SECURITY AGREEMENT - SIDEWALKS

TO: Travis County, Texas

DEVELOPER/BUILDER: _____Gehan Homes_____

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: \$ 720.00 #311401

ADDRESS: 19709 Cerridwon Drive LOT: 3 BLOCK: N

SUBDIVISION: _____Avalon 7B_____

DATE OF POSTING: The 15th Day of JANUARY, 20 14

EXPIRATION DATE: Three Years, or more from Date of Posting

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Cash Security Agreement - Sidewalks

DEVELOPER/BUILDER

COMPANY NAME & ADDRESS

BY: 

Gehan Homes

PRINT: Dawn Dominy

3815 S Capital of Texas Hwy #275

TITLE: PURCHASING COORDINATOR

Austin TX 78704

PHONE: 512 330 9366 X4217

APPROVED BY THE TRAVIS COUNTY COMMISSIONERS COURT: _____
Date

COUNTY JUDGE, TRAVIS COUNTY, TEXAS

Date

§ EXHIBIT 82.401 (C)

CASH SECURITY AGREEMENT - SIDEWALKS

TO: Travis County, Texas

DEVELOPER/BUILDER: Gehan Homes

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: \$ 720.00 #311402

ADDRESS: 19713 Corridwen Drive LOT: 4 BLOCK: N

SUBDIVISION: Avalon 7B

DATE OF POSTING: The 15th Day of JANUARY, 2014

EXPIRATION DATE: Three Years, or more from Date of Posting

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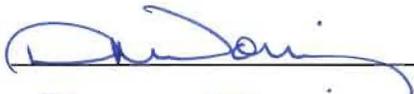
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Cash Security Agreement - Sidewalks

DEVELOPER/BUILDER

COMPANY NAME & ADDRESS

BY: 

Gehan Homes

PRINT: Dawn Dorniny

3815 S Capital of Texas Hwy #275

TITLE: Purchasing Coordinator

Austin TX 78704

PHONE: 512 330 9366 X4217

APPROVED BY THE TRAVIS COUNTY COMMISSIONERS COURT: _____
Date

COUNTY JUDGE, TRAVIS COUNTY, TEXAS

Date

§ EXHIBIT 82.401 (C)

CASH SECURITY AGREEMENT - SIDEWALKS

TO: Travis County, Texas

DEVELOPER/BUILDER: _____ Gehan Homes _____

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: \$ 967.50 # 311403

ADDRESS: 19717 Cerridwen Drive LOT: 5 BLOCK: N

SUBDIVISION: _____ Avalon 7B _____

DATE OF POSTING: The 15th Day of JANUARY, 20 14

EXPIRATION DATE: Three Years, or more from Date of Posting

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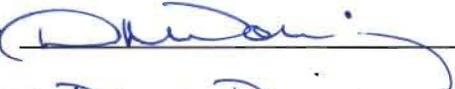
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Cash Security Agreement - Sidewalks

DEVELOPER/BUILDER

COMPANY NAME & ADDRESS

BY: 

Gehan Homes

PRINT: Dawn Dominy

3815 S Capital of Texas Hwy #275

TITLE: Purchasing Coordinator

Austin TX 78704

PHONE: 512 330 9366 X4217

APPROVED BY THE TRAVIS COUNTY COMMISSIONERS COURT: _____
Date

COUNTY JUDGE, TRAVIS COUNTY, TEXAS

Date

§ EXHIBIT 82.401 (C)

CASH SECURITY AGREEMENT - SIDEWALKS

TO: Travis County, Texas

DEVELOPER/BUILDER: _____ Gehan Homes _____

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: \$ 1201.56 #311404

ADDRESS: 19801 Corridwan Drive LOT: 4 BLOCK: N

SUBDIVISION: _____ Avalon 7B _____

DATE OF POSTING: The 15th Day of JANUARY, 20 14

EXPIRATION DATE: Three Years, or more from Date of Posting

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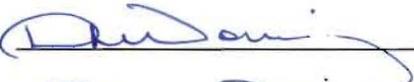
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Cash Security Agreement - Sidewalks

DEVELOPER/BUILDER

COMPANY NAME & ADDRESS

BY: 

Gehan Homes

PRINT: Dawn Domy

3815 S Capital of Texas Hwy #275

TITLE: Purchasing Coordinator

Austin TX 78704

PHONE: 512 330 9366 X4217

APPROVED BY THE TRAVIS COUNTY COMMISSIONERS COURT: _____
Date

COUNTY JUDGE, TRAVIS COUNTY, TEXAS

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§ EXHIBIT 82.401 (C)

CASH SECURITY AGREEMENT - SIDEWALKS

TO: Travis County, Texas

DEVELOPER/BUILDER: Gehan Homes

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: \$ 645.12 #311405

ADDRESS: 19817 Cerridwen Drive LOT: 10 BLOCK: N

SUBDIVISION: Avalon 7B

DATE OF POSTING: The 15th Day of JANUARY, 2014

EXPIRATION DATE: Three Years, or more from Date of Posting

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Cash Security Agreement - Sidewalks

DEVELOPER/BUILDER

COMPANY NAME & ADDRESS

BY: 

Gehan Homes

PRINT: Dawn Domingy

3815 S Capital of Texas Hwy #275

TITLE: Purchasing Coordinator

Austin TX 78704

PHONE: 512 330 9366 X4217

APPROVED BY THE TRAVIS COUNTY COMMISSIONERS' COURT: _____
Date

COUNTY JUDGE, TRAVIS COUNTY, TEXAS

Date

§ EXHIBIT 82.401 (C)

CASH SECURITY AGREEMENT - SIDEWALKS

TO: Travis County, Texas

DEVELOPER/BUILDER: Gehan Homes

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: \$ 635.64 #311406

ADDRESS: 19821 Ceceidwen Drive LOT: 11 BLOCK: N

SUBDIVISION: Avalon 7B

DATE OF POSTING: The 15th Day of JANUARY, 20 14

EXPIRATION DATE: Three Years, or more from Date of Posting

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Cash Security Agreement - Sidewalks

DEVELOPER/BUILDER

COMPANY NAME & ADDRESS

BY: 

Gehan Homes

PRINT: Dawn Dominy

3815 S Capital of Texas Hwy #275

TITLE: Purchasing Coordinator

Austin TX 78704

PHONE: 512 330 9366 X4217

APPROVED BY THE TRAVIS COUNTY COMMISSIONERS' COURT: _____
Date

COUNTY JUDGE, TRAVIS COUNTY, TEXAS

Date

§ EXHIBIT 82.401 (C)

CASH SECURITY AGREEMENT - SIDEWALKS

TO: Travis County, Texas

DEVELOPER/BUILDER: _____ Gehan Homes _____

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: \$ 662.88 # 311383

ADDRESS: 3028 Falsterbo Drive LOT: 12 BLOCK: N

SUBDIVISION: _____ Avalon 7B _____

DATE OF POSTING: The 15th Day of JANUARY, 2014

EXPIRATION DATE: Three Years, or more from Date of Posting

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Cash Security Agreement - Sidewalks

DEVELOPER/BUILDER

COMPANY NAME & ADDRESS

BY: 

Gehan Homes

PRINT: Dawn Dominy

3815 S Capital of Texas Hwy #275

TITLE: Purchasing Coordinator

Austin TX 78704

PHONE: 512 330 9366 x4217

APPROVED BY THE TRAVIS COUNTY COMMISSIONERS COURT: _____
Date

COUNTY JUDGE, TRAVIS COUNTY, TEXAS

Date

§ EXHIBIT 82.401 (C)

CASH SECURITY AGREEMENT - SIDEWALKS

TO: Travis County, Texas

DEVELOPER/BUILDER: _____ Gehan Homes _____

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: \$ 596.28 #311384

ADDRESS: 3024 FALSTEBO DRIVE LOT: 13 BLOCK: N

SUBDIVISION: _____ Avalon 7B _____

DATE OF POSTING: The 15th Day of JANUARY, 2014

EXPIRATION DATE: Three Years, or more from Date of Posting

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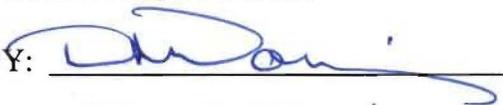
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DEVELOPER/BUILDER

COMPANY NAME & ADDRESS

BY: 

Gehan Homes

PRINT: Dawn Dorniny

3815 S Capital of Texas Hwy #275

TITLE: Purchasing Coordinator

Austin TX 78704

PHONE: 512 330 9366 X4217

APPROVED BY THE TRAVIS COUNTY COMMISSIONERS COURT: _____
Date

COUNTY JUDGE, TRAVIS COUNTY, TEXAS

Date

§ EXHIBIT 82.401 (C)

CASH SECURITY AGREEMENT - SIDEWALKS

TO: Travis County, Texas

DEVELOPER/BUILDER: _____Gehan Homes_____

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: \$ 2626.32 # 311385

ADDRESS: 3012 FALSTERBO DRIVE LOT: 16 BLOCK: N

SUBDIVISION: _____Avalon 7B_____

DATE OF POSTING: The 15th Day of JANUARY, 20 14

EXPIRATION DATE: Three Years, or more from Date of Posting

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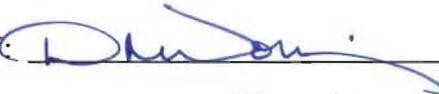
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Cash Security Agreement - Sidewalks

DEVELOPER/BUILDER

COMPANY NAME & ADDRESS

BY: 

Gehan Homes

PRINT: Dawn Dominy

3815 S Capital of Texas Hwy #275

TITLE: PURCHASING COORDINATOR

Austin TX 78704

PHONE: 512 330 9366 X 4217

APPROVED BY THE TRAVIS COUNTY COMMISSIONERS COURT: _____
Date

COUNTY JUDGE, TRAVIS COUNTY, TEXAS

Date

§ EXHIBIT 82.401 (C)

CASH SECURITY AGREEMENT - SIDEWALKS

TO: Travis County, Texas

DEVELOPER/BUILDER: _____ Gehan Homes _____

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: \$ 720.00 # 311386

ADDRESS: 19704 Corridwen Drive LOT: 2 BLOCK: 0

SUBDIVISION: _____ Avalon 7B _____

DATE OF POSTING: The 15th Day of JANUARY, 20 14

EXPIRATION DATE: Three Years, or more from Date of Posting

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Cash Security Agreement - Sidewalks

DEVELOPER/BUILDER

COMPANY NAME & ADDRESS

BY: 

Gehan Homes

PRINT: Dawn Dominy

3815 S Capital of Texas Hwy #275

TITLE: Purchasing Coordinator

Austin TX 78704

PHONE: 512 330 9366 x4217

APPROVED BY THE TRAVIS COUNTY COMMISSIONERS COURT: _____
Date

COUNTY JUDGE, TRAVIS COUNTY, TEXAS

Date

§ EXHIBIT 82.401 (C)

CASH SECURITY AGREEMENT - SIDEWALKS

TO: Travis County, Texas

DEVELOPER/BUILDER: Gehan Homes

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: \$ 720.00 #311387

ADDRESS: 19708 Ceeridwan Drive LOT: 3 BLOCK: 0

SUBDIVISION: Avalon 7B

DATE OF POSTING: The 15th Day of JANUARY, 2014

EXPIRATION DATE: Three Years, or more from Date of Posting

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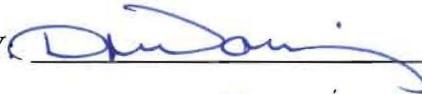
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Cash Security Agreement - Sidewalks

DEVELOPER/BUILDER

COMPANY NAME & ADDRESS

BY: 

Gehan Homes

PRINT: Dawn Domingy

3815 S Capital of Texas Hwy #275

TITLE: Purchasing Coordinator

Austin TX 78704

PHONE: 512 330 7366 X4217

APPROVED BY THE TRAVIS COUNTY COMMISSIONERS COURT: _____
Date

COUNTY JUDGE, TRAVIS COUNTY, TEXAS

Date

§ EXHIBIT 82.401 (C)

CASH SECURITY AGREEMENT - SIDEWALKS

TO: Travis County, Texas

DEVELOPER/BUILDER: _____Gehan Homes_____

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: \$ 720.00 #311388

ADDRESS: 19712 Corviden Drive LOT: 4 BLOCK: 0

SUBDIVISION: _____Avalon 7B_____

DATE OF POSTING: The 15th Day of JANUARY, 2014

EXPIRATION DATE: Three Years, or more from Date of Posting

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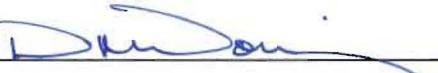
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Cash Security Agreement - Sidewalks

DEVELOPER/BUILDER

COMPANY NAME & ADDRESS

BY: 

Gehan Homes

PRINT: DAWN DOMINY

3815 S Capital of Texas Hwy #275

TITLE: PURCHASING COORDINATOR

Austin TX 78704

PHONE: 512 330 9366 X4217

APPROVED BY THE TRAVIS COUNTY COMMISSIONERS' COURT: _____
Date

COUNTY JUDGE, TRAVIS COUNTY, TEXAS

Date

§ EXHIBIT 82.401 (C)

CASH SECURITY AGREEMENT - SIDEWALKS

TO: Travis County, Texas

DEVELOPER/BUILDER: _____ Gehan Homes _____

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: \$ 656.04 # 311389

ADDRESS: 19720 Corridwen Drive LOT: 6 BLOCK: 0

SUBDIVISION: _____ Avalon 7B _____

DATE OF POSTING: The 15th Day of JANUARY, 2014

EXPIRATION DATE: Three Years, or more from Date of Posting

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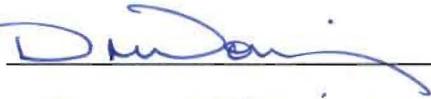
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Cash Security Agreement - Sidewalks

DEVELOPER/BUILDER

COMPANY NAME & ADDRESS

BY: 

Gehan Homes

PRINT: Dawn Dominy

3815 S Capital of Texas Hwy #275

TITLE: Purchasing Coordinator

Austin TX 78704

PHONE: 512 330 9366 x4217

APPROVED BY THE TRAVIS COUNTY COMMISSIONERS COURT: _____
Date

COUNTY JUDGE, TRAVIS COUNTY, TEXAS

Date

§ EXHIBIT 82.401 (C)

CASH SECURITY AGREEMENT - SIDEWALKS

TO: Travis County, Texas

DEVELOPER/BUILDER: Gehan Homes

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: \$ 720.00 #311390

ADDRESS: 19812 Corridorway Drive LOT: 9 BLOCK: 0

SUBDIVISION: Avalon 7B

DATE OF POSTING: The 15th Day of JANUARY, 20 14

EXPIRATION DATE: Three Years, or more from Date of Posting

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Cash Security Agreement - Sidewalks

DEVELOPER/BUILDER

COMPANY NAME & ADDRESS

BY: 

Gehan Homes

PRINT: Dawn Domy

3815 S Capital of Texas Hwy #275

TITLE: Purchasing Coordinator

Austin TX 78704

PHONE: 512 330 9366 X4217

APPROVED BY THE TRAVIS COUNTY COMMISSIONERS COURT: _____
Date

COUNTY JUDGE, TRAVIS COUNTY, TEXAS

Date

§ EXHIBIT 82.401 (C)

CASH SECURITY AGREEMENT - SIDEWALKS

TO: Travis County, Texas

DEVELOPER/BUILDER: Gehan Homes

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: \$ 2098.68 # 311391

ADDRESS: 19821 Moorlynch AVE LOT: 12 BLOCK: 0

SUBDIVISION: Avalon 7B

DATE OF POSTING: The 15th Day of JANUARY, 2014

EXPIRATION DATE: Three Years, or more from Date of Posting

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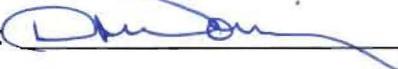
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Cash Security Agreement - Sidewalks

DEVELOPER/BUILDER

COMPANY NAME & ADDRESS

BY: 

Gehan Homes

PRINT: Dawn Dominy

3815 S Capital of Texas Hwy #275

TITLE: Purchasing Coordinator

Austin TX 78704

PHONE: 512 330 9366 X4217

APPROVED BY THE TRAVIS COUNTY COMMISSIONERS COURT: _____

Date

COUNTY JUDGE, TRAVIS COUNTY, TEXAS

Date

§ EXHIBIT 82.401 (C)

CASH SECURITY AGREEMENT - SIDEWALKS

TO: Travis County, Texas

DEVELOPER/BUILDER: Gehan Homes

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: \$ 720.00 # 311392

ADDRESS: 19809 Moorlynch Ave LOT: 15 BLOCK: 0

SUBDIVISION: Avalon 7B

DATE OF POSTING: The 15th Day of JANUARY, 2014

EXPIRATION DATE: Three Years, or more from Date of Posting

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Cash Security Agreement - Sidewalks

DEVELOPER/BUILDER

COMPANY NAME & ADDRESS

BY: 

Gehan Homes

PRINT: Dawn Dominy

3815 S Capital of Texas Hwy #275

TITLE: PURCHASING COORDINATOR

Austin TX 78704

PHONE: 512 330 9366 X4217

APPROVED BY THE TRAVIS COUNTY COMMISSIONERS COURT: _____
Date

COUNTY JUDGE, TRAVIS COUNTY, TEXAS

Date

§ EXHIBIT 82.401 (C)

CASH SECURITY AGREEMENT - SIDEWALKS

TO: Travis County, Texas

DEVELOPER/BUILDER: _____Gehan Homes_____

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: \$ 1183.68 # 311393

ADDRESS: 19801 Moorlynch Ave _____ LOT: 17 BLOCK: 0

SUBDIVISION: _____Avalon 7B_____

DATE OF POSTING: The 15th Day of JANUARY, 2014

EXPIRATION DATE: Three Years, or more from Date of Posting

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Cash Security Agreement - Sidewalks

DEVELOPER/BUILDER

COMPANY NAME & ADDRESS

BY: *DM*

Gehan Homes

PRINT: *Dawn Dominy*

3815 S Capital of Texas Hwy #275

TITLE: *Purchasing Coordinator*

Austin TX 78704

PHONE: *512 330 9366 X4217*

APPROVED BY THE TRAVIS COUNTY COMMISSIONERS' COURT: _____

Date

COUNTY JUDGE, TRAVIS COUNTY, TEXAS

Date

§ EXHIBIT 82.401 (C)

CASH SECURITY AGREEMENT - SIDEWALKS

TO: Travis County, Texas

DEVELOPER/BUILDER: Gehan Homes

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: \$ 1403.04 #311394

ADDRESS: 19717 Moorlyneck Ave LOT: 18 BLOCK: 0

SUBDIVISION: Avalon 7B

DATE OF POSTING: The 15th Day of JANUARY, 20 14

EXPIRATION DATE: Three Years, or more from Date of Posting

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Cash Security Agreement - Sidewalks

DEVELOPER/BUILDER

COMPANY NAME & ADDRESS

BY: *Dawn*

Gehan Homes

PRINT: *Dawn Dominy*

3815 S Capital of Texas Hwy #275

TITLE: *Purchasing Coordinator*

Austin TX 78704

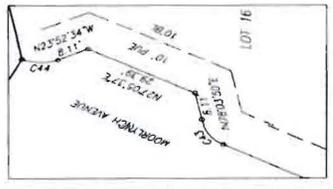
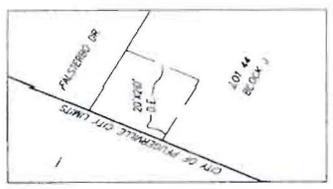
PHONE: *512 330 9366 X4217*

APPROVED BY THE TRAVIS COUNTY COMMISSIONERS' COURT: _____
Date

COUNTY JUDGE, TRAVIS COUNTY, TEXAS

Date

201300111 6/11/13 \$92 273



LINE TABLE

LINE	BEARING	LENGTH
1	S01°14'45"W	35.27
2	S08°42'22"W	63.80
3	S02°24'46"W	60.18
4	S01°14'45"W	35.40
5	S01°14'45"W	35.40
6	S17°14'45"W	28.11
7	S17°14'45"W	28.11
8	N87°17'14"W	10.83
9	N87°17'14"W	10.83
10	S72°12'28"W	8.92
11	S72°12'28"W	8.92
12	S72°12'28"W	8.92
13	S72°12'28"W	8.92

LOCATION MAP NOT TO SCALE

CURVE	LENGTH	CHORD	DELTA	CHORD BEING LAPPED
C1	39.13	20.00	89°41'09"	107.55
C2	29.27	20.00	90°00'00"	107.55
C3	39.27	20.00	90°00'00"	107.55
C4	39.41	20.00	89°51'31"	107.55
C5	39.13	20.00	89°41'09"	107.55
C6	41.81	20.00	89°25'31"	107.55
C7	42.81	20.00	89°10'00"	107.55
C8	44.65	20.00	88°54'29"	107.55
C9	46.59	20.00	88°39'00"	107.55
C10	48.53	20.00	88°23'31"	107.55
C11	50.47	20.00	88°08'00"	107.55
C12	52.41	20.00	87°52'29"	107.55
C13	54.35	20.00	87°36'58"	107.55
C14	56.29	20.00	87°21'27"	107.55
C15	58.23	20.00	87°05'56"	107.55
C16	60.17	20.00	86°50'25"	107.55
C17	62.11	20.00	86°34'54"	107.55
C18	64.05	20.00	86°19'23"	107.55
C19	65.99	20.00	86°03'52"	107.55
C20	67.93	20.00	85°48'21"	107.55
C21	69.87	20.00	85°32'50"	107.55
C22	71.81	20.00	85°17'19"	107.55
C23	73.75	20.00	85°01'48"	107.55
C24	75.69	20.00	84°46'17"	107.55
C25	77.63	20.00	84°30'46"	107.55
C26	79.57	20.00	84°15'15"	107.55
C27	81.51	20.00	83°59'44"	107.55
C28	83.45	20.00	83°44'13"	107.55
C29	85.39	20.00	83°28'42"	107.55
C30	87.33	20.00	83°13'11"	107.55
C31	89.27	20.00	82°57'40"	107.55
C32	91.21	20.00	82°42'09"	107.55
C33	93.15	20.00	82°26'38"	107.55
C34	95.09	20.00	82°11'07"	107.55
C35	97.03	20.00	81°55'36"	107.55
C36	98.97	20.00	81°40'05"	107.55
C37	100.91	20.00	81°24'34"	107.55
C38	102.85	20.00	81°09'03"	107.55
C39	104.79	20.00	80°53'32"	107.55
C40	106.73	20.00	80°38'01"	107.55
C41	108.67	20.00	80°22'30"	107.55
C42	110.61	20.00	80°06'59"	107.55
C43	112.55	20.00	79°51'28"	107.55
C44	114.49	20.00	79°35'57"	107.55
C45	116.43	20.00	79°20'26"	107.55
C46	118.37	20.00	79°04'55"	107.55
C47	120.31	20.00	78°49'24"	107.55
C48	122.25	20.00	78°33'53"	107.55
C49	124.19	20.00	78°18'22"	107.55
C50	126.13	20.00	78°02'51"	107.55
C51	128.07	20.00	77°47'20"	107.55
C52	130.01	20.00	77°31'49"	107.55
C53	131.95	20.00	77°16'18"	107.55
C54	133.89	20.00	77°00'47"	107.55
C55	135.83	20.00	76°45'16"	107.55
C56	137.77	20.00	76°29'45"	107.55
C57	139.71	20.00	76°14'14"	107.55
C58	141.65	20.00	75°58'43"	107.55
C59	143.59	20.00	75°43'12"	107.55
C60	145.53	20.00	75°27'41"	107.55
C61	147.47	20.00	75°12'10"	107.55
C62	149.41	20.00	74°56'39"	107.55
C63	151.35	20.00	74°41'08"	107.55
C64	153.29	20.00	74°25'37"	107.55
C65	155.23	20.00	74°10'06"	107.55
C66	157.17	20.00	73°54'35"	107.55
C67	159.11	20.00	73°39'04"	107.55
C68	161.05	20.00	73°23'33"	107.55
C69	162.99	20.00	73°08'02"	107.55
C70	164.93	20.00	72°52'31"	107.55
C71	166.87	20.00	72°37'00"	107.55
C72	168.81	20.00	72°21'29"	107.55
C73	170.75	20.00	72°05'58"	107.55
C74	172.69	20.00	71°50'27"	107.55
C75	174.63	20.00	71°34'56"	107.55
C76	176.57	20.00	71°19'25"	107.55
C77	178.51	20.00	71°03'54"	107.55
C78	180.45	20.00	70°48'23"	107.55
C79	182.39	20.00	70°32'52"	107.55
C80	184.33	20.00	70°17'21"	107.55
C81	186.27	20.00	70°01'50"	107.55
C82	188.21	20.00	69°46'19"	107.55
C83	190.15	20.00	69°30'48"	107.55
C84	192.09	20.00	69°15'17"	107.55
C85	194.03	20.00	68°59'46"	107.55
C86	195.97	20.00	68°44'15"	107.55
C87	197.91	20.00	68°28'44"	107.55
C88	199.85	20.00	68°13'13"	107.55
C89	201.79	20.00	67°57'42"	107.55
C90	203.73	20.00	67°42'11"	107.55
C91	205.67	20.00	67°26'40"	107.55
C92	207.61	20.00	67°11'09"	107.55
C93	209.55	20.00	66°55'38"	107.55
C94	211.49	20.00	66°40'07"	107.55
C95	213.43	20.00	66°24'36"	107.55
C96	215.37	20.00	66°09'05"	107.55
C97	217.31	20.00	65°53'34"	107.55
C98	219.25	20.00	65°38'03"	107.55
C99	221.19	20.00	65°22'32"	107.55
C100	223.13	20.00	65°07'01"	107.55
C101	225.07	20.00	64°51'30"	107.55
C102	227.01	20.00	64°35'59"	107.55
C103	228.95	20.00	64°20'28"	107.55
C104	230.89	20.00	64°04'57"	107.55
C105	232.83	20.00	63°49'26"	107.55
C106	234.77	20.00	63°33'55"	107.55
C107	236.71	20.00	63°18'24"	107.55
C108	238.65	20.00	63°02'53"	107.55
C109	240.59	20.00	62°47'22"	107.55
C110	242.53	20.00	62°31'51"	107.55
C111	244.47	20.00	62°16'20"	107.55
C112	246.41	20.00	62°00'49"	107.55
C113	248.35	20.00	61°45'18"	107.55
C114	250.29	20.00	61°29'47"	107.55
C115	252.23	20.00	61°14'16"	107.55
C116	254.17	20.00	60°58'45"	107.55
C117	256.11	20.00	60°43'14"	107.55
C118	258.05	20.00	60°27'43"	107.55
C119	260.00	20.00	60°12'12"	107.55
C120	261.94	20.00	59°56'41"	107.55
C121	263.88	20.00	59°41'10"	107.55
C122	265.82	20.00	59°25'39"	107.55
C123	267.76	20.00	59°10'08"	107.55
C124	269.70	20.00	58°54'37"	107.55
C125	271.64	20.00	58°39'06"	107.55
C126	273.58	20.00	58°23'35"	107.55
C127	275.52	20.00	58°08'04"	107.55
C128	277.46	20.00	57°52'33"	107.55
C129	279.40	20.00	57°37'02"	107.55
C130	281.34	20.00	57°21'31"	107.55
C131	283.28	20.00	57°06'00"	107.55
C132	285.22	20.00	56°50'29"	107.55
C133	287.16	20.00	56°34'58"	107.55
C134	289.10	20.00	56°19'27"	107.55
C135	291.04	20.00	56°03'56"	107.55
C136	292.98	20.00	55°48'25"	107.55
C137	294.92	20.00	55°32'54"	107.55
C138	296.86	20.00	55°17'23"	107.55
C139	298.80	20.00	55°01'52"	107.55
C140	300.74	20.00	54°46'21"	107.55
C141	302.68	20.00	54°30'50"	107.55
C142	304.62	20.00	54°15'19"	107.55
C143	306.56	20.00	53°59'48"	107.55
C144	308.50	20.00	53°44'17"	107.55
C145	310.44	20.00	53°28'46"	107.55
C146	312.38	20.00	53°13'15"	107.55
C147	314.32	20.00	52°57'44"	107.55
C148	316.26	20.00	52°42'13"	107.55
C149	318.20	20.00	52°26'42"	107.55
C150	320.14	20.00	52°11'11"	107.55
C151	322.08	20.00	51°55'40"	107.55
C152	324.02	20.00	51°40'09"	107.55
C153	325.96	20.00	51°24'38"	107.55
C154	327.90	20.00	51°09'07"	107.55
C155	329.84	20.00	50°53'36"	107.55
C156	331.78	20.00	50°38'05"	107.55
C157	333.72	20.00	50°22'34"	107.55
C158	335.66	20.00	50°07'03"	107.55
C159	337.60	20.00	49°51'32"	107.55
C160	339.54	20.00	49°36'01"	107.55
C161	341.48	20.00	49°20'30"	107.55
C162	343.42	20.00	49°04'59"	107.55
C163	345.36	20.00	48°49'28"	107.55
C164	347.30	20.00	48°33'57"	107.55
C165	349.24	20.00	48°18'26"	107.55
C166	351.18	20.00	48°02'55"	107.55
C167	353.12	20.00	47°47'24"	107.55
C168	355.06	20.00	47°31'53"	107.55
C169	357.00	20.00	47°16'22"	107.55
C170	358.94	20.00	47°00'51"	107.55
C171	360.88	20.00	46°45'20"	107.55
C172	362.82	20.00	46°29'49"	107.55
C173	364.76	20.00	46°14'18"	107.55
C174	366.70	20.00	45°58'47"	107.55
C175	368.64	20.00	45°43'16"	107.55
C176	370.58	20.00	45°27'45"	107.55
C177	372.52	20.00	45°12'14"	107.55
C178	374.46	20.00	44°56'43"	107.55
C179	376.40	20.00	44°41'12"	107.55
C180	378.34	20.00	44°25'41"	107.55
C181	380.28	20.00	44°10'10"	107.55
C182	382.22	20.00	43°54'39"	107.55
C183	384.16	20.00	43°39'08"	107.55
C184	386.10	20.00	43°23'37"	107.55
C185	388.04	20.00	43°08'06"	107.55
C186	390.00	20.00	42°52'35"	107.55
C187	391.94	20.00	42°37'04"	107.55
C188	393.88	20.00	42°21'33"	107.55
C189	395.82	20.00	42°06'02"	107.55
C190	397.76	20.00	41°50'31"	107.55
C191	399.70	20.00	41°35'00"	107.55
C192	401.64	20.00	41°19'29"	107.55
C193	403.58	20.00	41°03'58"	107.55
C194	405.52	20.00	40°48'27"	107.55
C195	407.46	20.00	40°32'56"	107.55
C196	409.40	20.00	40°17'25"	107.55
C197	411.34	20.00	40°01'54"	107.55
C198	413.28	20.00	39°46'23"	107.55
C199	415.22	20.00	39°30'52"	107.55
C200	417.16	20.00	39°15'21"	107.55
C201	419.10			



Travis County Commissioners Court Agenda Request

Meeting Date: February 18, 2014

Prepared By: Tim Pautsch, Engineer Specialist **Phone #:** (512) 854-7689

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

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

Sponsoring Court Member: Commissioner Daugherty, Precinct Three

AGENDA LANGUAGE: Consider and take appropriate action on a Cash Security Agreement with Highland Homes, LTD-Austin, for sidewalk fiscal for West Cypress Hills Phase 1 Section 3B for Lot 60 Block B, in Precinct Three.

BACKGROUND/SUMMARY OF REQUEST:

The form of the Cash Security Agreement is from the Standards for Construction of Streets and Drainage in subdivisions that were in place before August 28, 1997.

STAFF RECOMMENDATIONS:

Highland Homes, LTD-Austin, proposed to use this Cash Security Agreement, as follows: Phase 1 Section 3B for Lot 60 Block B, \$645.72, to post sidewalk fiscal where the sidewalks have not been completed in this subdivision.

ISSUES AND OPPORTUNITIES:

None.

FISCAL IMPACT AND SOURCE OF FUNDING:

There are no budgetary and/or fiscal impacts as this is fiscal posted for a development.

ATTACHMENTS/EXHIBITS:

Cash Security Agreement

Map of lot

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	(512) 854-4239
Steven M. Manilla	County Executive	TNR	(512) 854-9429
Anna Bowlin	Division Director Development Services of Long Range Planning	TNR	(512) 854-7561
Stacey Scheffel	Permits Program	TNR	(512) 854-7565

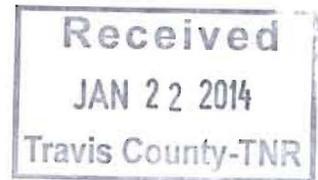
	Manager Floodplain Administrator		

CC:

Tim Pautsch	Engineering Specialist	TNR	(512) 854-7689

TP:AB:tp

1101 - Development Services Long Range Planning - West Cypress Hills Ph 1 Sec 3B



§ EXHIBIT 82.401 (C)

CASH SECURITY AGREEMENT - SIDEWALKS

TO: Travis County, Texas

DEVELOPER/BUILDER: Highland Homes, Ltd. - Austin

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: \$ 645,72 ADDRESS: 22505 Rock Wren Rd

SUBDIVISION: West Cypress Hills
 LOT: 00 BLOCK: B SECT.: 3B

DATE OF POSTING: 1/22/14

EXPIRATION DATE: Three Years, or more from Date of Posting

The ESCROW AGENT shall duly honor all drafts drawn and presented in accordance with this Agreement. Travis County may draw on the account of the DEVELOPER/BUILDER up to the aggregate AMOUNT OF SECURITY upon presentation of a draft signed by the County Judge that the following condition exists:

The county considers such a drawing on this Security necessary to complete all or part of the SUBDIVISION Sidewalks to ADA and Texas Accessibility Standards. No further substantiation of the necessity of the draw is required by this Agreement.

This Agreement is conditioned on the performance of the duties of the DEVELOPER/BUILDER to provide for the construction and completion of the Sidewalk Improvements in the SUBDIVISION to current Travis County Standards for Construction of Streets and Drainage in Subdivisions (the "Standards"), so that the Sidewalk Improvements are performing to the Standards upon the approval of the construction of the Sidewalk Improvements, and the acceptance of the Sidewalk Improvements by the Executive Manager of TNR or his designated representative. The DEVELOPER/ BUILDER shall prove that the sidewalk is built to Texas Accessibility Standards by submitting an approved inspection letter from a Registered Accessibility Specialist.

If this document needs to be renewed, it will be renewed at the then current rate for Sidewalks required by Travis County. In no case shall the amount of Security be less that the amount it would cost the County to complete the work if it becomes necessary.

Partial drafts and reductions in the amount of Security are permitted. Drafts will be honored within five calendar days of presentment. In lieu of drawing on the Security, the County, in its discretion, may accept a substitute Security in the then current amount of the estimated cost of constructing the Improvements. This Agreement may be revoked only by written consent of the DEVELOPER/BUILDER and the County.

Cash Security Agreement - Sidewalks
Page 2

DEVELOPER/BUILDER

BY: Amy Brooks

PRINT: Amy Brooks

TITLE: Office Administrator

PHONE: 512-834-8429 x108

COMPANY NAME & ADDRESS

Highland Homes Ltd. - Austin

4201 W. Parmer Ln., Bldg B, Ste, 180

Austin, Texas 78727

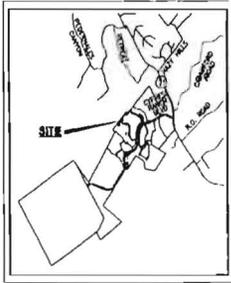
APPROVED BY THE TRAVIS COUNTY COMMISSIONERS' COURT: _____

Date

COUNTY JUDGE, TRAVIS COUNTY, TEXAS

Date

201300074

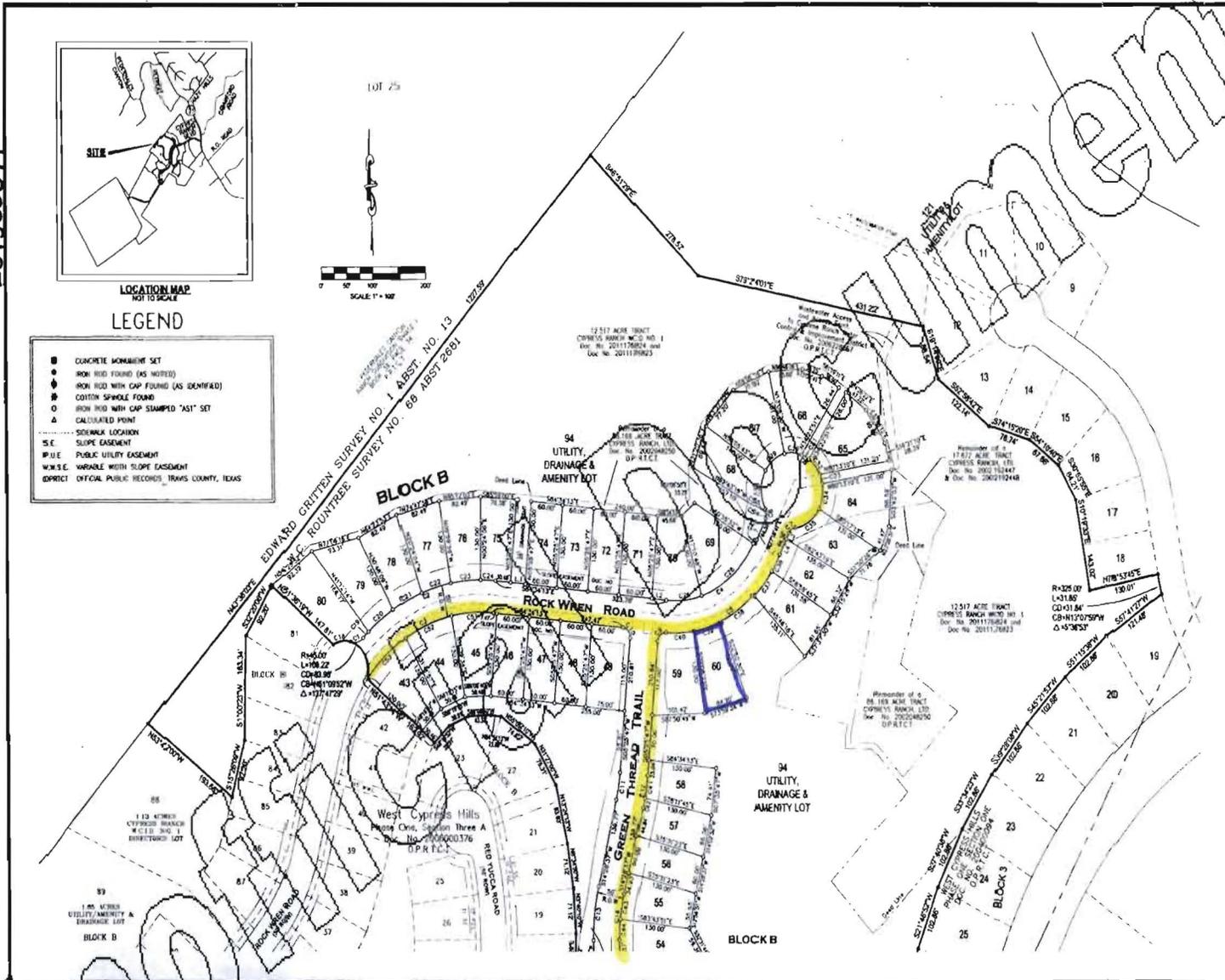


LOCATION MAP NOT TO SCALE



LEGEND

- CONCRETE MONUMENT SET
- IRON ROD FOUND (AS NOTED)
- ⊙ IRON ROD WITH CAP FOUND (AS IDENTIFIED)
- ⊕ COTTON SWAPLE FOUND
- IRON ROD WITH CAP STAMPED "AST" SET
- △ CALCULATED POINT
- SIDEWALK LOCATION
- S.E. SLOPE EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- W.S.E. VARIABLE WIDTH SLOPE EASEMENT
- DPRECT OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS



TRAVIS COUNTY, TEXAS	
SURVEY DATE	OCTOBER, 2012
SURVEYOR	PAUL C. SNAPE, RPLS# 2515
TECHNICIAN	PCS
FIELDBOOK	FIELDBOOK
JOB NUMBER	1106
DESCRIPTION	N/A
CLIENT	CYPRESS RANCH, LTD
PLOT DATE	

**WEST CYPRESS HILLS
PHASE ONE, SECTION 3B**

**SHEET 3
OF
4**



Travis County Commissioners Court Agenda Request

Meeting Date: February 18, 2014

Prepared By: Tim Pautsch, Engineer Specialist **Phone #:** (512) 854-7689

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 Cash Security Agreement with Highland Homes, LTD-Austin, for sidewalk fiscal for West Cypress Hills Phase 1 Section 2 for Lot 6 Block 9, in Precinct Three.

BACKGROUND/SUMMARY OF REQUEST:

The form of the Cash Security Agreement is from the Standards for Construction of Streets and Drainage in Subdivisions that were in place before August 28, 1997.

STAFF RECOMMENDATIONS:

Highland Homes, LTD-Austin, proposed to use this Cash Security Agreement, as follows: Phase 1 Section 2 for Lot 6 Block 9, \$2,678.88, to post sidewalk fiscal where the sidewalks have not been completed in this subdivision.

ISSUES AND OPPORTUNITIES:

None

FISCAL IMPACT AND SOURCE OF FUNDING:

There are no budgetary and/or fiscal impacts as this is fiscal posted for a development.

ATTACHMENTS/EXHIBITS:

Cash Security Agreement

Map of lot

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 Long Range Planning	TNR	(512) 854-7561
Stacey Scheffel	Permits Program Manager	TNR	(512) 854-7565

	Floodplain Administrator		

CC:

Tim Pautsch	Engineering Specialist	TNR	(512) 854-7689

TP:AB:tp

1101 - Development Services Long Range Planning - West Cypress Hills Ph 1 Sec 2

§ EXHIBIT 82.401 (C)

CASH SECURITY AGREEMENT - SIDEWALKS

TO: Travis County, Texas

DEVELOPER/BUILDER: Highland Homes, Ltd. - Austin

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: \$ 2,678.88 ADDRESS: 5521 Cypress Ranch Blvd

SUBDIVISION: West Cypress Hills
LOT: 6 BLOCK: 9 SECT. : 2

DATE OF POSTING: 1/22/14

EXPIRATION DATE: Three Years, or more from Date of Posting

The ESCROW AGENT shall duly honor all drafts drawn and presented in accordance with this Agreement. Travis County may draw on the account of the DEVELOPER/BUILDER up to the aggregate AMOUNT OF SECURITY upon presentation of a draft signed by the County Judge that the following condition exists:

The county considers such a drawing on this Security necessary to complete all or part of the SUBDIVISION Sidewalks to ADA and Texas Accessibility Standards. No further substantiation of the necessity of the draw is required by this Agreement.

This Agreement is conditioned on the performance of the duties of the DEVELOPER/BUILDER to provide for the construction and completion of the Sidewalk Improvements in the SUBDIVISION to current Travis County Standards for Construction of Streets and Drainage in Subdivisions (the "Standards"), so that the Sidewalk Improvements are performing to the Standards upon the approval of the construction of the Sidewalk Improvements, and the acceptance of the Sidewalk Improvements by the Executive Manager of TNR or his designated representative. The DEVELOPER/ BUILDER shall prove that the sidewalk is built to Texas Accessibility Standards by submitting an approved inspection letter from a Registered Accessibility Specialist.

If this document needs to be renewed, it will be renewed at the then current rate for Sidewalks required by Travis County. In no case shall the amount of Security be less than the amount it would cost the County to complete the work if it becomes necessary.

Partial drafts and reductions in the amount of Security are permitted. Drafts will be honored within five calendar days of presentment. In lieu of drawing on the Security, the County, in its discretion, may accept a substitute Security in the then current amount of the estimated cost of constructing the Improvements. This Agreement may be revoked only by written consent of the DEVELOPER/BUILDER and the County.

1

Check # 0077382

Cash Security Agreement - Sidewalks
Page 2

DEVELOPER/BUILDER

BY:

PRINT:

TITLE:

PHONE:

Amy Brooks

Amy Brooks

Office Administrator

512-834-8429 x108

COMPANY NAME & ADDRESS

Highland Homes Ltd. - Austin

4201 W. Parmer Ln., Bldg B, Ste. 180

Austin, Texas 78727

APPROVED BY THE TRAVIS COUNTY COMMISSIONERS' COURT:

Date

COUNTY JUDGE, TRAVIS COUNTY, TEXAS

Date

200600222

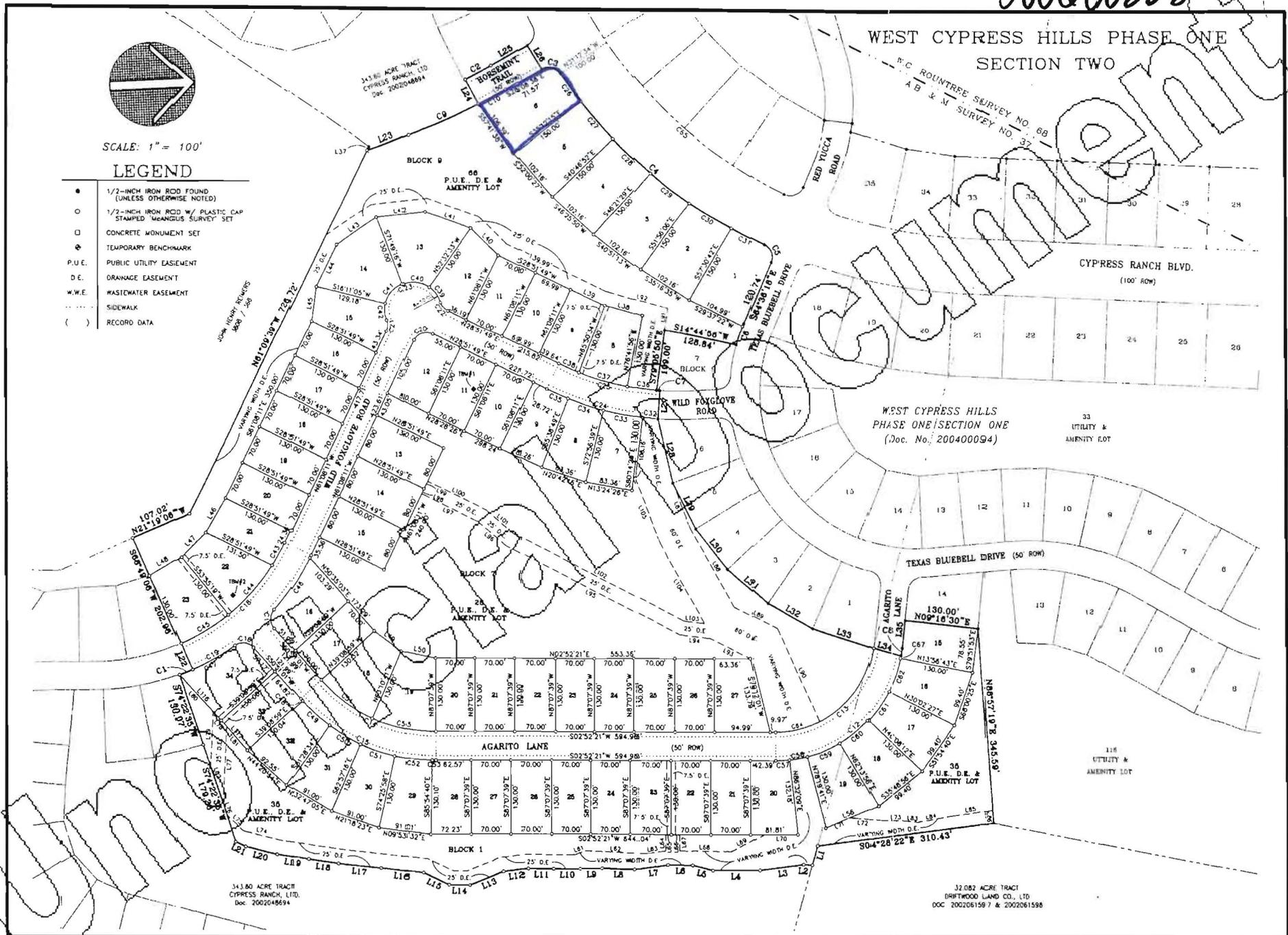
WEST CYPRESS HILLS PHASE ONE SECTION TWO



SCALE: 1" = 100'

LEGEND

- 1/2-INCH IRON ROD FOUND (UNLESS OTHERWISE NOTED)
- 1/2-INCH IRON ROD W/ PLASTIC CAP STAMPED "MEANGUS SURVEY SET"
- CONCRETE MONUMENT SET
- ⊕ TEMPORARY BENCHMARK
- P.U.E. PUBLIC UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- W.W.E. WASTEWATER EASEMENT
- SIDEWALK
- (---) RECORD DATA



343.80 ACRE TRACT
CYPRESS RANCH, LTD.
Doc. 2002048694

32.082 ACRE TRACT
DRIFTWOOD LAND CO., LTD.
DOC. 2002061597 & 2002061598



Travis County Commissioners Court Agenda Request

Meeting Date: February 18, 2014

Prepared By: Sarah Sumner **Phone #:** (512) 854-7687

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

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

Sponsoring Court Member: Commissioner Daugherty, Precinct Three

AGENDA LANGUAGE: Consider and take appropriate action on the final plat of Jackson Addition (Four lots -6.5 acres - Nameless Road - well water and onsite wastewater - City of Leander ETJ) in Precinct Three.

BACKGROUND/SUMMARY OF REQUEST:

The Jackson Addition final plat consists of three single-family residential lots and one restricted lot that will be primarily used for access. The owners of the restricted lot own additional property behind it but do not wish to plat all of their land at this time; the lot is included in this plat at the request of the City of Leander. This application meets the criteria for exemption from the ground water rules of 82.212 and is in the City of Leander ETJ. Parkland fees have been paid with the City of Leander and there is no fiscal required for this plat.

STAFF RECOMMENDATIONS:

This application meets Travis County standards and is scheduled for the February 13, 2014 Planning and Zoning Commission in the City of Leander and is recommended by TNR staff.

ISSUES AND OPPORTUNITIES:

Staff has received no inquiries at this time.

FISCAL IMPACT AND SOURCE OF FUNDING:

NA

ATTACHMENTS/EXHIBITS:

Location Map, Proposed Final Plat, Precinct Map

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	(512) 854-4239
Steven M. Manilla	County Executive	TNR	(512) 854-9429
Anna Bowlin	Division Director of	TNR	(512) 854-7561

	Development Services and Long Range Planning		

CC:

Sarah Sumner	Planner	TNR	(512) 854-7687

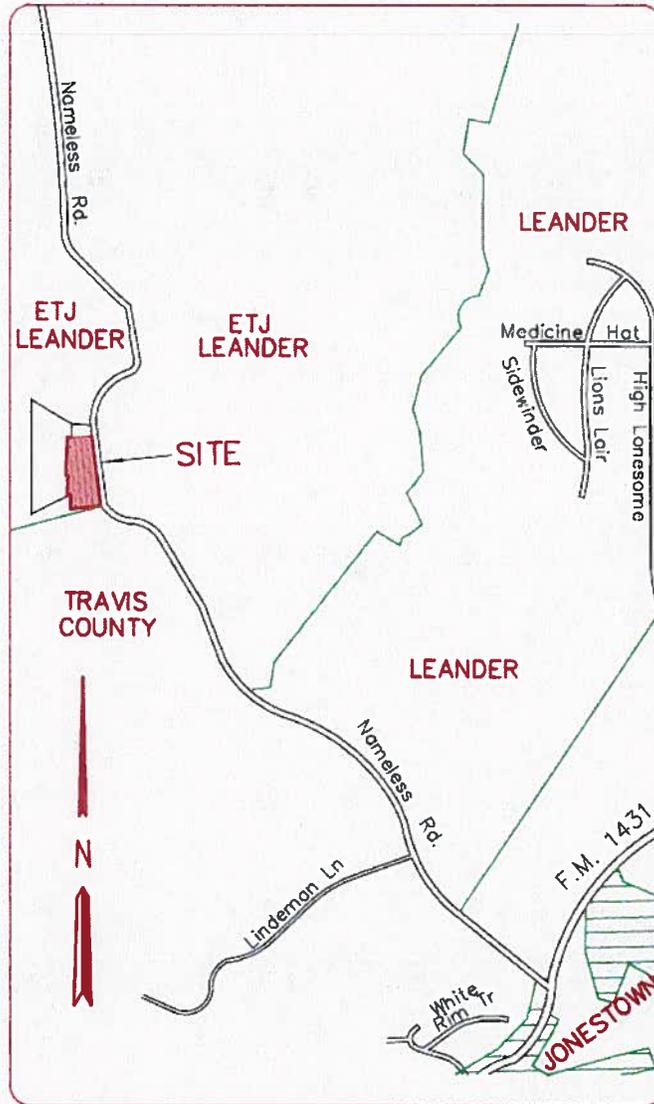
SS:AB:ss

1101 - Development Services Long Range Planning - Jackson Addition

Jackson Addition

Location Map

LOCATOR MAP NOT TO SCALE

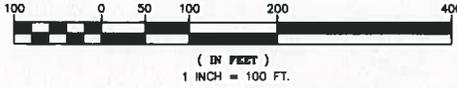


JACKSON ADDITION

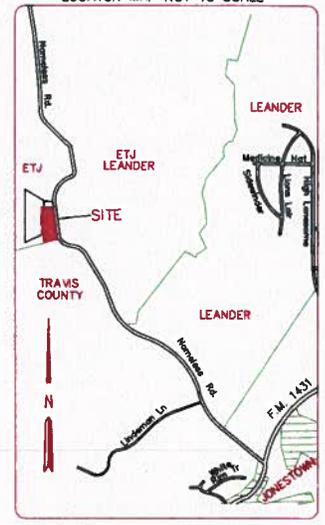
Short Form Final Plat

LOCATOR MAP NOT TO SCALE

GRAPHIC SCALE



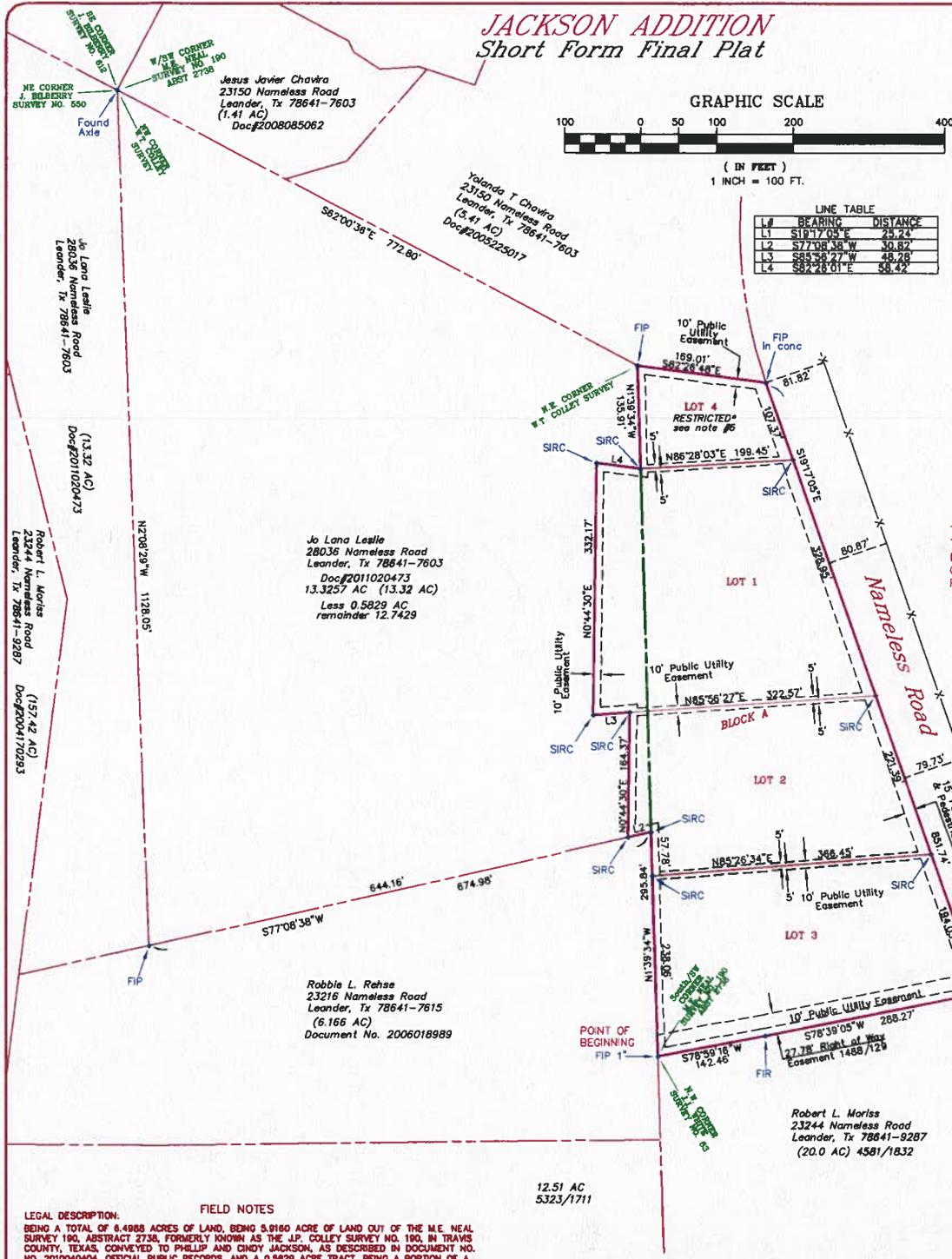
#	BEARING	DISTANCE
L1	S18°17'05"E	25.24'
L2	S77°08'38"W	30.82'
L3	S85°58'27"W	48.28'
L4	S82°28'01"E	58.42'



LOT SUMMARY

TOTAL OF FOUR LOTS/ONE BLOCK
THREE LOTS FOR SINGLE FAMILY DWELLING SERVED BY INDIVIDUAL WATER WELL AND AN APPROVED ON-SITE SEWER SYSTEM. LOT 4 IS CONDITIONALLY RESTRICTED.

LOT 1	2.3049 AC/100,401 SQ FT
LOT 2	1.7444 AC/75,988 SQ FT
LOT 3	1.9527 AC/85,058 SQ FT
LOT 4	0.4988 AC/21,642 SQ FT
BLOCK A	6.4988 AC/283,089 SQ FT



(164.55 AC) 1964-59 Fourth LTP
The P.O. Box #160
Austin, TX 78765



FIELD NOTES

LEGAL DESCRIPTION:
BEING A TOTAL OF 6.4988 ACRES OF LAND, BEING 5.9180 ACRE OF LAND OUT OF THE M.E. NEAL SURVEY 190, ABSTRACT 2738, FORMERLY KNOWN AS THE J.P. COLLEY SURVEY NO. 190, IN TRAVIS COUNTY, TEXAS, CONVEYED TO PHILLIP AND CINDY JACKSON, AS DESCRIBED IN DOCUMENT NO. 2010040404, OFFICIAL PUBLIC RECORDS, AND A 0.5829 ACRE TRACT, BEING A PORTION OF A 13.3257 ACRE TRACT OUT OF THE W.T. COLLEY SURVEY, ABSTRACT 2760, CONVEYED TO DARRELL AND JO LANA LESLIE BY DEED RECORDED IN DOCUMENT NO. 2011020473, OFFICIAL PUBLIC RECORDS, FOR A TOTAL OF 6.4988 ACRES, FOR WHICH A MORE PARTICULAR DESCRIPTION BY METES AND BOUNDS IS AS FOLLOWS:

BEGINNING at a 1" iron pipe found at the common N.W. corner of the J.J. White Survey No. 63, also being the southerly S.W. corner of the M.E. Neal Survey No. 190, Abstract 2738, in Travis County, Texas, further being in the east line of the W.T. Colley Survey, and also being the S.W. corner of a 5.9180 acre tract conveyed to Phillip and Cindy Jackson by deed recorded in Document No. 2010040404, Official Public Records, for the S.W. corner hereof;

THENCE N01°39'34"W along said east line of a 5.9180 acre tract conveyed to Robbie L. Rehsa by deed recorded in Document No. 2006018988, Official Public Records, same being the west line of the herein described tract for a distance of 285.84 feet to an iron rod set at the N.E. corner of said Rehsa tract and being the S.E. corner of a 13.3257 acre tract conveyed to Jo Lana Leslie by deed recorded in Document No. 2011020473, for and interior corner of the herein described tract;

THENCE S77°08'38"W along the north line of said Rehsa tract, same being the south line of said 13.3257 acre tract for a distance of 30.82 feet to a 1/2" iron rod set with cap set at an angle point, for a corner hereof;

THENCE the following four(4) courses and distances crossing through said 13.3257 acre tract:

- N07°44'30"E for a distance of 184.37 feet to an iron rod set with cap at an angle point, for a corner hereof;
- S85°58'27"W for a distance of 48.28 feet to an angle point for a corner hereof;
- N07°44'33"E for a distance of 332.17 feet to the N.W. corner of the herein described tract;
- S82°28'01"E for a distance of 58.42 feet to an iron rod set in the west line of said 5.9180 acre tract, for an interior corner hereof;

THENCE N01°39'34"W, along the west line of said 5.9180 acre tract, same being the east line of said 13.3257 acre tract for a distance of 135.91 feet to a 1/2" iron pipe found at the NE corner of said tract, also being the N.W. corner of said 5.9180 acres, further being the NE corner of the W.T. Colley Survey, and an angle point in the west line of said M.E. Neal Survey No. 190, Abstract 2738, being an angle point in the east line of a 5.41 acre tract conveyed to Yolanda T. Chovira by deed recorded in Document No. 2005225017, Official Public Records, Travis County, Texas, from which point, on a date found at the common westerly SW corner of the M.E. Neal Survey No. 190, same being the NW corner of the W.T. Colley Survey bears N62°00'38"E at a distance of 772.80 feet.

THENCE S82°28'48"E, along the south line of said Chovira tract same being the north line of said 5.9180 acre tract for a distance of 189.01 feet to a 1/2" iron pipe found in concrete in the west line of Nameless Road, for the SE corner of said Chovira tract and the NE corner of the herein described tract.

THENCE S19°17'08"E along the west line of Nameless Road, same being the east line of the herein described tract, for a distance of 851.74 feet to the S.E. corner of said 5.9180 acre tract, also being in the north line of the aforementioned J.J. White Survey No. 63, further being the N.E. corner of a 20.0 acre tract conveyed to Robert L. Moris by deed recorded in Volume 4581, Page 1832, Deed Records, Travis County, Texas, for the S.E. corner hereof;

THENCE the following two(2) courses and distances along the common south line of said 5.9180 acre tract, same being the north line of said Moris tract and in the south line of said M.E. Neal Survey No. 190, Abstract 2738:

- S78°39'05"W for a distance of 288.27 feet to a 1/2" iron rod found at an angle point, for a corner hereof;
- S78°59'16"W for a distance of 142.46 feet to the POINT OF BEGINNING, containing 6.4988 acres of land, more or less.

LEGEND

- FOUND 1/2" IRON ROD W/CAP FIRC
- FOUND 1/2" IRON PIPE FIP
- SET IRON ROD W/CAP SIRC
- LABELED "WATERLOO RPLS 4324" SIRC
- BARBED WIRE FENCE -X-X-X- (RECORD CALL)

NOTE:
The bearing base for this plat is Texas Central Zone State Plane Coordinates.



WATERLOO SURVEYORS INC.
PO BOX 160176
AUSTIN, TEXAS 78716-0716
Phone: 512-481-9602
www.waterloosurveyors.com

J13456P

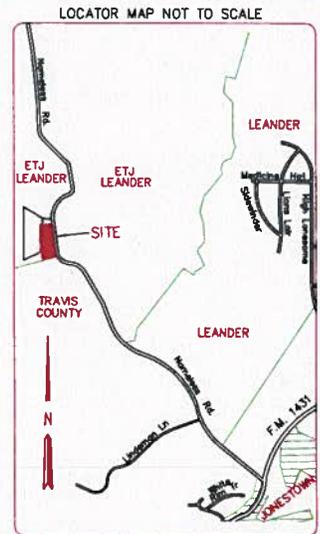
OWNERS:
PHILLIP JACKSON AND WIFE CINDY JACKSON
DARRELL J. LESLIE AND WIFE JO LANA LESLIE

SUBJECT PROPERTY ADDRESS:
23216 A NAMELESS ROAD
LEANDER, TX 78641-7616

LEGAL DESCRIPTION:
6.4988 ACRES, BEING 5.9180 ACRES OUT OF THE J.P. COLLEY SURVEY NO. 190, NOW KNOWN AS THE M.E. NEAL SURVEY NO. 190, ABSTRACT 2738, IN TRAVIS COUNTY, TEXAS, TOGETHER WITH 0.5829 ACRE OUT OF THE W.T. COLLEY SURVEY ABSTRACT 2760, TRAVIS COUNTY, TEXAS.

SUBMITTAL DATE:
#1 07/15/2013
#2 09/25/2013

JACKSON ADDITION
Short Form Final Plat



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.

JACKSON ADDITION

Short Form Final Plat

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

THAT WE, PHILLIP JACKSON AND CINDY JACKSON, BEING THE OWNERS OF 5.9180 ACRES OF LAND OUT OF THE M.E. NEAL SURVEY 190, ABSTRACT 2738, FORMERLY KNOWN AS THE J.P. COLLEY SURVEY NO. 190, IN TRAVIS COUNTY, TEXAS, CONVEYED TO US BY DEED RECORDED IN DOCUMENT NO. 2010040404, OFFICIAL PUBLIC RECORDS, AND WE, DARRELL J. LESLIE AND JO LANA LESLIE, OWNERS OF 0.5829 ACRES, BEING A PORTION OF A 13.3257 ACRE TRACT OUT OF THE W.T. COLLEY SURVEY ABSTRACT 2780, IN TRAVIS COUNTY, TEXAS, CONVEYED TO US BY DEED RECORDED IN DOCUMENT NO. 2011020473, OFFICIAL PUBLIC RECORDS, FOR A TOTAL OF 6.4988 ACRES, DO HEREBY SUBDIVIDE SAID 6.4988 ACRES PURSUANT TO THE LAND DEVELOPMENT CODE OF THE CITY OF LEANDER AND CHAPTER 212 OF THE TEXAS LOCAL GOVERNMENT CODE TO BE KNOWN AS:

JACKSON ADDITION

IN ACCORDANCE WITH THE MAP OR PLAT SHOWN HEREON, SUBJECT TO ANY EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED, AND DO HEREBY DEDICATE ALL ADDITIONAL RIGHT OF WAY, STREETS, ALLEYS, EASEMENTS, PARKS OR OTHER OPEN SPACES TO THE PUBLIC USE OR, WHEN THE SUBDIVIDER HAS MADE PROVISION FOR PERPETUAL MAINTENANCE THEREOF, TO THE INHABITANTS OF THE SUBDIVISION.

PHILLIP JACKSON
23216-A NAMELESS ROAD
LEANDER, TEXAS, 78641-7816

CINDY JACKSON
23216-A NAMELESS ROAD
LEANDER, TEXAS, 78641-7816

DARRELL J. LESLIE
23088 NAMELESS ROAD
LEANDER, TEXAS, 78641-7603

JO LANA LESLIE
23088 NAMELESS ROAD
LEANDER, TEXAS, 78641-7603

STATE OF TEXAS: COUNTY OF TRAVIS:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED, PHILLIP JACKSON AND CINDY JACKSON, KNOWN TO BE THE PERSONS OR AGENTS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY HEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____, 201____ A.D., NOTARY PUBLIC IN AND FOR TRAVIS COUNTY, TEXAS

NOTARY: _____
PRINT OR STAMP NAME HERE MY COMMISSION EXPIRES

STATE OF TEXAS: COUNTY OF TRAVIS:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED, DARRELL J. LESLIE AND JO LANA LESLIE, KNOWN TO BE THE PERSONS OR AGENTS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY HEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____, 201____ A.D., NOTARY PUBLIC IN AND FOR TRAVIS COUNTY, TEXAS

NOTARY: _____
PRINT OR STAMP NAME HERE MY COMMISSION EXPIRES

LIENHOLDER AUTHORIZATION:

BY SIGNING THIS PLAT, THE LIENHOLDER SUBORDINATES ANY DEED OF TRUST, VENDOR'S LIEN, OR ANY OTHER TYPE OF LIEN OWNED BY THE LIENHOLDER WITH RESPECT TO THE PROPERTY TO THE EASEMENTS CONVEYED TO THE CITY OR THE PUBLIC UNDER THIS PLAT.

_____ WILLIAM DOAN(LEGD, LLC)	_____ DATE
_____ DARRELL J. LESLIE	_____ DATE
_____ JOE LANA LESLIE	_____ DATE

TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM NOTES

- NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR A PRIVATE ON-SITE WASTEWATER (SEPTIC) SYSTEM, THAT HAS BEEN APPROVED AND LICENSED FOR OPERATION BY THE TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM.
- NO CONSTRUCTION MAY BEGIN ON ANY LOT IN THIS SUBDIVISION UNTIL PLANS FOR THE PRIVATE ON-SITE SEWAGE DISPOSAL SYSTEM ARE APPROVED BY THE TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM.
- DEVELOPMENT ON EACH LOT IN THIS SUBDIVISION SHALL BE IN COMPLIANCE WITH THE MINIMUM REQUIREMENTS OF TITLE 30 OF THE TEXAS ADMINISTRATIVE CODE CHAPTER 285 AND TRAVIS COUNTY CODE CHAPTER 48 THAT ARE IN EFFECT AT THE TIME OF CONSTRUCTION.
- THESE RESTRICTIONS ARE ENFORCEABLE BY THE TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM.
- WATER WELL IN THIS SUBDIVISION MAY BE LOCATED WITHIN 150 FEET OF THE SUBDIVISION BOUNDARY WITHOUT THE CONSENT OF THE ADJOINING LANDOWNER.
- NO STRUCTURE SHALL BE OCCUPIED UNTIL CONNECTED TO A POTABLE WATER SUPPLY FROM AN APPROVED WATER SYSTEM OR A PRIVATE WELL.

STACEY SCHEFFEL D.R., PROGRAM MANAGER, _____ DATE
ON-SITE WASTEWATER, TRAVIS COUNTY TNR

BASED ON THE DATA AVAILABLE AT THE TIME OF THIS SUBDIVISION PLAT, THIS SUBDIVISION SHOULD HAVE SUFFICIENT GROUNDWATER AVAILABILITY FOR PRIVATE WATER WELL CONSTRUCTION ON EACH INDIVIDUAL LOT. IT IS THE RESPONSIBILITY OF THE LANDOWNER TO CONDUCT WATER QUALITY TESTING AT THE TIME OF WELL CONSTRUCTION TO INSURE CONTINUED QUALITY OF THE GROUNDWATER RESOURCE. SITE SPECIFIC INFORMATION SUCH AS QUALITY OF GROUNDWATER AND LONG TERM QUANTITY OF GROUNDWATER AVAILABILITY WAS NOT FIELD TESTED, EVALUATED OR STUDIED AS PART OF THIS SUBDIVISION PLAT.

ERIC SCHEIBE, P.E.#00357
SCHEIBE CONSULTING, LLC
P.O. BOX 161357
AUSTIN, TEXAS 78716

APPROVAL

APPROVED THIS THE _____ DAY OF _____, 201____ A.D. AT A PUBLIC MEETING OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF LEANDER, TEXAS AND AUTHORIZED TO BE FILED FOR RECORD BY THE COUNTY CLERK OF TRAVIS COUNTY.

RONALD ABRUZZESE, CHAIRMAN
PLANNING AND ZONING COMMISSION
CITY OF LEANDER, TEXAS

ATTEST:
ELLEN PIZALATE, SECRETARY
PLANNING AND ZONING COMMISSION
CITY OF LEANDER, TEXAS

STATE OF TEXAS: COUNTY OF TRAVIS:

I, DANA DEBEAUVOIR, CLERK OF THE COUNTY COURT OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE _____ DAY OF _____, 201____ A.D. THE COMMISSIONERS COURT OF TRAVIS COUNTY PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT AND SAID ORDER WAS DULY ENTERED IN THE MINUTES OF SAID COURT.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THE _____ DAY OF _____, 201____ A.D.
DANA DEBEAUVOIR, COUNTY CLERK, TRAVIS COUNTY, TEXAS.

BY: _____
DEPUTY

IN APPROVING THIS PLAT, THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS, ASSUMES NO OBLIGATION TO BUILD STREETS, ROADS, OR OTHER THOROUGHFARES SHOWN ON THIS PLAT OR ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH. THE BUILDING OF ALL STREETS, ROADS, OR 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 RELEASE FISCAL SECURITY POSTED TO SECURE PRIVATE IMPROVEMENTS. TO SECURE THIS OBLIGATION, THE OWNER(S) MUST POST FISCAL SECURITY WITH THE COUNTY IN THE AMOUNT OF THE ESTIMATED COST OF THE IMPROVEMENTS. THE OWNER(S)' OBLIGATION TO CONSTRUCT THE IMPROVEMENTS TO COUNTY STANDARDS AND TO POST A FISCAL SECURITY TO SECURE SUCH CONSTRUCTION IS A CONTINUING OBLIGATION BINDING ON THE OWNERS AND THEIR SUCCESSORS AND ASSIGNS UNTIL THE PUBLIC IMPROVEMENTS HAVE BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY, OR THE PRIVATE IMPROVEMENTS HAVE BEEN CONSTRUCTED AND ARE PERFORMING TO COUNTY STANDARDS.

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

GENERAL NOTES:

- A TRAVIS COUNTY SITE DEVELOPMENT PERMIT IS REQUIRED PRIOR TO ANY SITE DEVELOPMENT.
- WASTEWATER SERVICE TO BE PROVIDED BY APPROVED ON-SITE SEWAGE SYSTEM. NO STRUCTURE SHALL BE OCCUPIED UNTIL CONNECTED TO AN APPROVED ON-SITE SEWAGE SYSTEM.
- WATER SERVICE TO BE PROVIDED BY THE INDIVIDUAL PRIVATE WATER WELLS. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A WATER WELL WITH WATER SATISFACTORY FOR HUMAN CONSUMPTION IS AVAILABLE IN ADEQUATE SUPPLY.
- A FIFTEEN (15) FOOT PUBLIC UTILITY EASEMENT IS HEREBY DEDICATED ADJACENT TO NAMELESS ROAD RIGHT OF WAY.
- NO DRIVEWAY SHALL BE CONSTRUCTED CLOSER THAN 50' OR 60% OF PARCEL FRONTAGE, WHICHEVER IS LESS, TO THE ROW OF AN INTERSECTING LOCAL OR COLLECTOR STREET. NO DRIVEWAY SHALL BE CONSTRUCTED CLOSER THAN 100 FEET OR 60% OF PARCEL FRONTAGE, WHICHEVER IS LESS, TO THE ROW OF AN INTERSECTING ARTERIAL STREET.
- LOT 4, 0.4988 ACRE, IS RESTRICTED: NO RESIDENCE OR ANY OTHER USE THAT WILL GENERATE WASTEWATER CAN BE BUILT UNLESS ADDITIONAL LAND IS ACQUIRED TO MEET ON-SITE SEWAGE FACILITY LOT SIZING REQUIREMENTS OR A PUBLIC SEWER SYSTEM BECOMES AVAILABLE.
- THIS SUBDIVISION IS LOCATED ENTIRELY IN THE LEANDER MUNICIPAL ETJ.

STATE OF TEXAS: COUNTY OF TRAVIS:

I, DANA DEBEAUVOIR, CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 201____ A.D. AT _____ O'CLOCK _____ M., DULY

RECORDED ON THE _____ DAY OF _____, 201____ A.D. AT _____ O'CLOCK _____ M.,

PLAT RECORDS OF SAID COUNTY AND STATE IN DOCUMENT NO. _____, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS.

DANA DEBEAUVOIR, COUNTY CLERK TRAVIS COUNTY, TEXAS

BY: _____
DEPUTY

SURVEYOR'S CERTIFICATION:

I, THOMAS P. DIXON, AM AUTHORIZED UNDER THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE CITY OF LEANDER SUBDIVISION ORDINANCE AND ALL EASEMENTS OF RECORD ARE SHOWN, AS NOTED ON THE PLAT, AND AS NOTED ON STEWART TITLE COMMITMENT NO. 1008337-T0H AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE BY ME OR UNDER MY DIRECT SUPERVISION ON THE GROUND ON JANUARY 22, 2013.

NO PORTION OF THIS TRACT IS WITHIN THE BOUNDARIES OF THE 100-YEAR FLOOD PLAIN AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP REVISED AS PER MAP PANEL NUMBER 481026 0090 H, DATED SEPTEMBER 26, 2008.

THOMAS P. DIXON R.P.L.S. #4324
WATERLOO SURVEYORS, INC.
P.O. BOX 160176
AUSTIN, TEXAS 78716
PHONE: 512-481-9603
FAX: 512-330-1621
thomas@waterloosurveyors.com

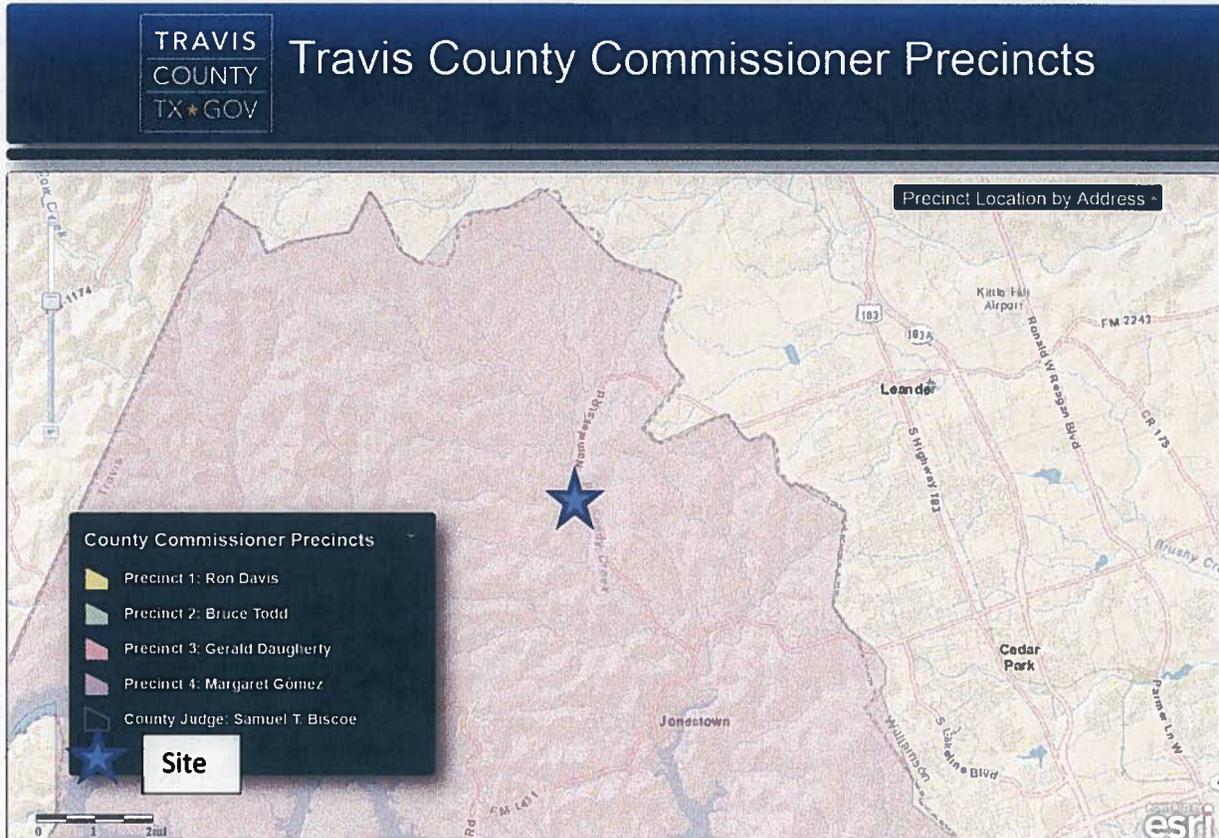
DATE



WATERLOO SURVEYORS INC.
PO BOX 160176
AUSTIN, TEXAS 78716-0716
Phone: 512-481-9602
www.waterloosurveyors.com
J13456P

Jackson Addition

Precinct Map





Travis County Commissioners Court Agenda Request

Meeting Date: February 18, 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 use an Alternative Fiscal Agreement for Sweetwater Ranch Section One, Village J – Precinct Three.

BACKGROUND/SUMMARY OF REQUEST:

The developer of the subject subdivision requests to enter into an Alternative Fiscal Agreement with Travis County. Under the Alternative Fiscal Agreement, the plat will be held in abeyance while the street and drainage facilities are constructed.

STAFF RECOMMENDATIONS:

The request has been reviewed by TNR and staff finds the use of the subject agreement meets all Travis County standards. As such, TNR recommends the approval of the proposed motion.

ISSUES AND OPPORTUNITIES:

Under Alternative Fiscal, the County Executive of TNR holds the plat in abeyance and, upon completion of the items listed below, the Division Director of Development Services and Long Range Planning authorizes the issuance of a Basic Development Permit for the construction of streets and drainage facilities.

Plat Status

Staff has reviewed the plat and all comments have been addressed. It meets current standards and has everything in place such that it could be recommended for approval and recordation at this time.

Restoration/Erosion Control Fiscal:

The fiscal for the subdivision restoration and improvements has been posted with Travis County using as cash using a Letter of Credit in the amount of \$163,014.41.

Access to Publicly Maintained Road:

Sweetwater Section One, Village J takes access from Village H and Village I. Both are considered under construction and not yet accepted for maintenance by Travis County.

Wastewater Service:

Wastewater service for this subdivision will be provided by the Lazy Nine Municipal Utility District 1B.

Construction Plans and Engineer’s Estimate of Construction Cost Approved:

All comments by Travis County have been addressed and the reviewer is prepared to sign the cover sheets of the plans and issue permit #13-1337. The estimated cost of the improvements is \$427,567.47. This amount includes all costs related to the construction of all streets and drainage facilities (including temporary erosion controls and all structures contributing to the total detention).

The developer has signed the attached statement acknowledging that this action does not imply nor guarantee plat approval by the Commissioners Court and that he/she understands the constraints related to the use of alternate fiscal. An Extension of Sixty-Day Period for Completed Plat Application Final Action is also included.

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A

ATTACHMENTS/EXHIBITS:

- Alternative Fiscal Acknowledgment
- Exhibit “A” – Description
- Extension of Sixty-Day Period
- Proposed Plat
- Maps

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	(512) 854-4239
Steve Manilla	County Executive	TNR	(512) 854-9429
Anna Bowlin	Division Director of Development Services and Long Range Planning	TNR	(512) 854-7561

CC:

Stacey Scheffel	Program Manager	TNR	(512) 854-7565

SM:AB:ps

1101 - Development Services Long Range Planning - Sweetwater Section One, Village J

Executed this _____ day of _____, 20__.

OWNER: WS-COS Development, LLC

Address: 5348 Pedernales Summit Parkway

By: *J. Robert Long*

Austin, TX 78738

Name: J. Robert Long

Phone: 512-264-1715

Title: Authorized Signatory
Authorized Representative

Fax: 512-899-0655

TRAVIS COUNTY, TEXAS:

By: _____
County Judge

ACKNOWLEDGEMENT

STATE OF TEXAS §

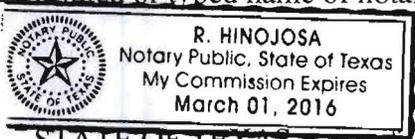
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 14 day of June, 2013, by J. Robert Long in the capacity stated herein.

R. Hinojosa
Notary Public in and for the State of Texas

My Commission Expires: 3/1/14

R. Hinojosa
Printed or typed name of notary



ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me by County Judge Samuel T. Biscoe, on the _____ day of _____, 20, in the capacity stated herein.

Notary Public in and for the State of Texas

My commission expires: _____

Printed or typed name of notary

SAMPLE EXHIBIT "A" OR FIELD NOTES

EXHIBIT "A"

See attached legal description.

DESCRIPTION OF A 11.099 ACRE TRACT PREPARED BY DELTA SURVEY GROUP INC., IN SEPTEMBER 2013, AND LOCATED IN THE W. A. BARLOW SURVEY NUMBER 86 IN TRAVIS COUNTY, TEXAS AND BEING A REMAINDER PORTION OF A 1379.351 ACRE TRACT CONVEYED TO WS-COS DEVELOPMENT, LLC. AS DESCRIBED IN DOCUMENT NUMBER 2011067827, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS SAID 11.099 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod with "Delta Survey" cap found for the northwest corner of Sweetwater Section One, Village H, a subdivision of record in Document Number 201200187, Official Public Records, Travis County, Texas, same being a south line of the said 1379.351 acre remainder tract, and also being the northwest terminus of Buchanan Draw Road and the **POINT OF BEGINNING**;

THENCE leaving said common line and crossing said 1379.351 acre tract the following forty three (43) courses and distances:

1. N24°25'33"E, a distance of 1.70 feet to a calculated point,
2. N63°37'52"W, a distance of 161.02 feet to a calculated point,
3. N57°08'04"W, a distance of 97.74 feet to a calculated point,
4. S41°21'35"W, a distance of 120.70 feet to a calculated point,
5. S41°21'35"W, a distance of 50.00 feet to a calculated point,
6. with a curve to the right a distance of 7.23 feet, through a central angle of 0°52'19", having a radius of 475.00 feet, and whose chord bears N48°12'15"W, a distance of 7.23 feet to a calculated point;
7. N47°46'05"W, a distance of 241.37 feet to a calculated point,
8. With the arc of a curve to the left a distance of 95.21 feet, through a central angle of 24°14'42", having a radius of 225.00 feet, and whose chord bears N59°53'26"W, a distance of 94.50 feet to a calculated point;
9. S09°52'04"W, a distance of 119.28 feet to a calculated point,
10. N80°07'56"W, a distance of 363.32 feet to a calculated point,
11. N72°12'32"W, a distance of 81.60 feet to a calculated point,
12. N17°49'19"E, a distance of 115.42 feet to a calculated point,
13. with a curve to the right a distance of 23.09 feet, through a central angle of 88°11'47", having a radius of 15.00 feet, and whose chord bears N62°32'03"E, a distance of 20.88 feet to a calculated point;
14. S73°22'03"E, a distance of 5.87 feet to a calculated point,
15. N16°37'57"E, a distance of 50.00 feet to a calculated point,
16. with a curve to the right a distance of 25.29 feet, through a central angle of 96°35'33", having a radius of 15.00 feet, and whose chord bears N25°04'17"W, a distance of 22.40 feet to a calculated point;
17. with a compound curve to the right a distance of 55.25 feet, through a central angle of 3°14'48", having a radius of 975.00 feet, and whose chord bears N24°50'54"E, a distance of 55.24 feet to a calculated point;

18. N26°28'18"E, a distance of 66.22 feet to a calculated point,
19. S73°32'17"E, a distance of 266.66 feet to a calculated point,
20. S78°48'43"E, a distance of 120.95 feet to a calculated point,
21. S24°55'17"W, a distance of 121.67 feet to a calculated point,
22. with a curve to the right a distance of 58.70 feet, through a central angle of 12°13'48", having a radius of 275.00 feet, and whose chord bears S72°39'31"E, a distance of 58.59 feet to a calculated point;
23. N32°16'15"E, a distance of 167.41 feet to a calculated point,
24. N04°37'33"E, a distance of 76.98 feet to a calculated point,
25. N36°15'34"E, a distance of 184.45 feet to a calculated point,
26. S53°44'26"E, a distance of 129.96 feet to a calculated point,
27. S14°00'15"W, a distance of 84.54 feet to a calculated point,
28. with a curve to the right a distance of 20.74 feet, through a central angle of 19°48'28", having a radius of 60.00 feet, and whose chord bears S59°39'19"E, a distance of 20.64 feet to a calculated point;
29. N40°34'28"E, a distance of 112.63 feet to a calculated point,
30. S45°14'42"E, a distance of 6.82 feet to a calculated point,
31. S61°56'31"E, a distance of 139.99 feet to a calculated point,
32. S58°54'30"E, a distance of 83.01 feet to a calculated point,
33. S62°23'51"E, a distance of 160.25 feet to a calculated point;
34. S65°34'27"E, a distance of 50.00 feet to a calculated point,
35. S24°25'33"W, a distance of 30.91 feet to a calculated point,
36. S65°34'27"E, a distance of 210.00 feet to a calculated point,
37. S13°17'39"W, a distance of 154.43 feet to a calculated point,
38. S23°16'07"W, a distance of 60.29 feet to a calculated point,
39. S40°38'55"W, a distance of 37.36 feet to a calculated point,
40. N38°54'54"W, a distance of 112.61 feet to a calculated point,
41. with a curve to the right a distance of 15.20 feet, through a central angle of 17°24'49", having a radius of 50.00 feet, and whose chord bears S63°36'05"W, a distance of 15.14 feet to a calculated point;
42. S26°42'50"E, a distance of 50.86 feet to a calculated point, and
43. S09°51'05"W, a distance of 118.78 feet to a calculated point in the north line of the said Sweetwater Section One, Village H, same being a south line of the said 1379.351 acre remainder tract;

THENCE with the said common line the following two (2) courses and distances:

1. N63°37'52"W, a distance of 190.00 feet to a calculated point, and

Sweetwater
Village J
11.099 Ac.

Page 3 of 3

2. N65°34'27"W, a distance of 50.00 feet to the **POINT OF BEGINNING** and containing 11.099 acres of land more or less.

BEARING BASIS: Texas State Plane Coordinate System, Central Zone, NAD83/HARN

**§ EXHIBIT 82.201(C)
EXTENSION OF SIXTY-DAY PERIOD FOR
COMPLETED PLAT APPLICATION FINAL ACTION**

Date: 6/14/2013

Owner's Name and Address: WS-COS Development, LLC
5348 Pedernales Summit Parkway
Austin, TX 78738

Proposed Subdivision Name and Legal Description (the "Property"):

Sweetwater Section One Village J

The undersigned Owner and the Executive Manager of Travis County Transportation and Natural Resources Department hereby agree that the sixty (60) day period for final action to be taken on a Completed Plat Application for the Property is hereby extended by mutual agreement and without compulsion until the date that all subdivision requirements have been met to Travis County standards to the satisfaction of the Executive Manager of TNR.

Executed and affective as of the date set forth below.

Owner: WS-COS Development, LLC

By: [Signature]

Name: J. Robert Long

Title: Authorized Signatory

Authorized Representative

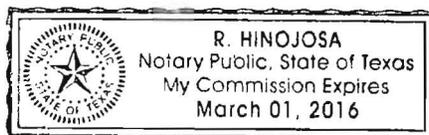
ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF TRAVIS

This instrument was acknowledged before me on the 14 day of June, 2013, by J. Robert Long of Travis County, Texas known to me personally or on the basis of an approved form of identification, in the capacity stated.

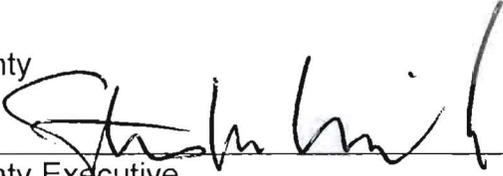
Notary Public, State of Texas

[Signature]



Travis County

By:


County Executive

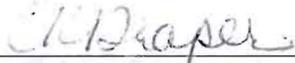
Travis County Transportation and Natural Resources Department

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF TRAVIS

This instrument was acknowledged before me on the 10th day of February, 2014 by Steven M Manilla, P.E., County Executive of Travis County, Texas known to me personally or on the basis of an approved form of identification, in the capacity stated.

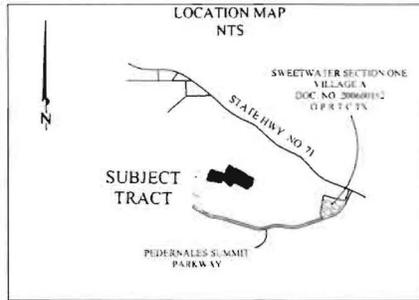
Notary Public, State of Texas



Carolyn R. Draper
(Printed Name of Notary)



My Commission Expires:



**TRAVIS COUNTY
CONSUMER PROTECTION NOTICE
FOR HOMEBUYERS**

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

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

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

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

STATE OF TEXAS
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS THAT WS-COS DEVELOPMENT, LLC, ACTING HEREIN AND THROUGH MICHAEL L. RAFFERTY, AUTHORIZED SIGNATORY, OWNER OF 1379.351 ACRES (REMAINDER) OF LAND, IN TRAVIS COUNTY, TEXAS, DESCRIBED BY DEED OF RECORD IN DOCUMENT NO. 2011067827 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. THE UNDERSIGNED OWNER DOES HEREBY SUBDIVIDE 11.099 ACRES OF LAND LOCATED IN THE W. A. BARLOW SURVEY NO. 86, OUT OF SAID 1379.351 ACRES TRACT PURSUANT TO CHAPTER 232 OF THE LOCAL GOVERNMENT CODE OF TEXAS, IN ACCORDANCE WITH THIS PLAT, TO BE KNOWN AS "SWEETWATER RANCH SECTION ONE, VILLAGE J" SUBDIVISION, SUBJECT TO THE COVENANTS AND RESTRICTIONS SHOWN HEREON, AND HEREBY DEDICATES TO THE PUBLIC THE USE OF ALL THE STREETS AND EASEMENTS SHOWN HEREON.

WITNESS MY HAND THIS _____ DAY OF _____, 201__ A.D.

BY
MICHAEL L. RAFFERTY, AUTHORIZED SIGNATORY
WS-COS DEVELOPMENT, LLC
52 MASON ST
GREENWICH, CT 06830

STATE OF TEXAS
COUNTY OF _____
BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED MICHAEL L. RAFFERTY, 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 AND IN THE CAPACITY THEREIN STATED.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES _____, 201__ A.D.

NO PORTION OF THIS SUBDIVISION LIES WITHIN THE DESIGNATED 100 YEAR FLOOD PLAIN AS DEFINED BY F.E.M.A. MAP 48451C0185H DATED SEPTEMBER 26, 2008.

I, RICHARD J. WHEELER, JR., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND DO HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STANDPOINT, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

RICHARD J. WHEELER, JR., P.E.
REGISTERED PROFESSIONAL ENGINEER NO. 45033
MALONE WHEELER, INC.
7500 RIAL TO BLVD, BLDG 1, SUITE 240
AUSTIN, TEXAS 78735

STATE OF TEXAS
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS

I, JOHN E. BRAUTIGAM, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE ON THE GROUND UNDER MY SUPERVISION.

PRELIMINARY - NOT FOR RECORDATION

DATE _____ JOHN E. BRAUTIGAM
REGISTERED PROFESSIONAL LAND SURVEYOR
No. 5057 STATE OF TEXAS
DELTA SURVEY GROUP, INC.
8213 BRODIE LANE, STE 102
AUSTIN, TEXAS 78745

STREET NAME	STREET WIDTH	TYPE	CLASSIFICATION	STREET OWNERSHIP	STREET LENGTH
RIO CHAMIA LANE	28'	C&G	LOCAL	PUBLIC	761 L.F.
BRADY BAYOU COVE	28'	C&G	LOCAL	PUBLIC	308 L.F.
BUCHANAN DRAW ROAD	28'	C&G	LOCAL	PUBLIC	380 L.F.
DELEON BAYOU LANE	38'	C&G	LOCAL	PUBLIC	240 L.F.
TOTAL					1689 L.F.

THIS SUBDIVISION IS NOT LOCATED IN THE CITY OF AUSTIN'S JURISDICTION

DIRECTOR, CITY OF AUSTIN
PLANNING AND DEVELOPMENT REVIEW DEPARTMENT

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

THE OWNER(S) OF THE SUBDIVISION SHALL CONSTRUCT THE SUBDIVISION'S STREET AND DRAINAGE IMPROVEMENTS (THE "IMPROVEMENTS") TO COUNTY STANDARDS IN ORDER FOR THE COUNTY TO ACCEPT THE PUBLIC IMPROVEMENTS FOR MAINTENANCE OR TO RELEASE FISCAL SECURITY POSTED TO SECURE PRIVATE IMPROVEMENTS. TO SECURE THIS OBLIGATION THE OWNER(S) MUST POST FISCAL SECURITY WITH THE COUNTY IN THE ESTIMATED COST OF THE IMPROVEMENTS. THE OWNER(S) OBLIGATION TO CONSTRUCT THE IMPROVEMENTS TO THE COUNTY STANDARDS AND TO POST THE FISCAL SECURITY TO SECURE SUCH CONSTRUCTION IS A CONTINUING OBLIGATION BINDING ON THE OWNERS AND THEIR SUCCESSORS AND ASSIGNS UNTIL THE PUBLIC IMPROVEMENTS HAVE BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY, OR PRIVATE IMPROVEMENTS HAVE BEEN CONSTRUCTED AND ARE PERFORMING TO COUNTY STANDARDS.

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

SWEETWATER DEVELOPMENT PLAT NOTES

1. THE OWNER/DEVELOPER OF THIS SUBDIVISION SHALL PROVIDE EVIDENCE THAT THE FINAL PLAT AND CONSTRUCTION PLANS FOR STREET AND DRAINAGE INFRASTRUCTURE IMPROVEMENTS ASSOCIATED WITH THE SUBDIVISION HAVE BEEN SUBMITTED TO THE U.S. ARMY CORPS OF ENGINEERS FOR REVIEW AND ISSUANCE OF PERTINENT AND APPROPRIATE PERMITS, IF ANY ARE REQUIRED, PRIOR TO TRAVIS COUNTY APPROVAL OF THE FINAL PLAT(S) FOR THIS SUBDIVISION.
2. THE OWNER/DEVELOPER OF THIS SUBDIVISION SHALL PROVIDE EVIDENCE THAT THE FINAL PLAT AND CONSTRUCTION PLANS FOR STREET AND DRAINAGE INFRASTRUCTURE IMPROVEMENTS ASSOCIATED WITH THE SUBDIVISION HAVE BEEN SUBMITTED TO THE LOWER COLORADO RIVER AUTHORITY WATER RESOURCES PROTECTION DIVISION FOR REVIEW AND CONSIDERATION OF A NON-POINT SOURCE POLLUTION CONTROL PERMIT PRIOR TO TRAVIS COUNTY APPROVAL OF THE FINAL PLAT(S) FOR THIS SUBDIVISION.
3. THE OWNER/DEVELOPER OF THIS SUBDIVISION SHALL PROVIDE EVIDENCE THAT THE FINAL PLAT AND CONSTRUCTION PLANS FOR STREET AND DRAINAGE INFRASTRUCTURE IMPROVEMENTS ASSOCIATED WITH THE SUBDIVISION AND THE PROPOSED INTERSECTION WITH SH 71 WEST HAVE BEEN SUBMITTED TO THE TEXAS DEPARTMENT OF TRANSPORTATION AUSTIN DISTRICT, TOGETHER WITH APPROPRIATELY COMPLETED APPLICATIONS FOR DRIVEWAY PERMITS IN TXDOT ROW. IN ADDITION, PERTINENT AND APPROPRIATE ROW RESERVATION AREAS, IF SUCH RESERVATIONS MAY BE DEEMED TO BE REQUIRED VIA MUTUAL CONSIDERATION AND CONSENT BETWEEN THE OWNER/DEVELOPER AND TXDOT TO ACCOMMODATE FUTURE EXPANSIONS OF SH 71 WEST ARE INCLUDED FOR CONSIDERATION FOR THE FINAL PLAT(S) OF THIS SUBDIVISION PRIOR TO TRAVIS COUNTY APPROVAL OF THE FINAL PLAT(S) FOR THIS SUBDIVISION.
4. THE OWNER/DEVELOPER OF THIS SUBDIVISION SHALL PROVIDE EVIDENCE THAT THE FINAL PLAT AND CONSTRUCTION PLANS FOR WATER, WASTEWATER AND STORMWATER MANAGEMENT INFRASTRUCTURE IMPROVEMENTS ASSOCIATED WITH THE SUBDIVISION HAVE BEEN SUBMITTED TO THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TECQ) AND/OR LOWER COLORADO RIVER AUTHORITY (LCRA) AND THE LAZY NINE MUNICIPAL UTILITY DISTRICT FOR REVIEW AND CONSIDERATION PRIOR TO TRAVIS COUNTY APPROVAL OF THE FINAL PLAT(S) FOR THIS SUBDIVISION.

STATE OF TEXAS
COUNTY OF TRAVIS

I, DANA DEBEAUVOR, CLERK OF THE COUNTY COURT, OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE _____ DAY OF _____, 201__ 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, THIS _____ DAY OF _____, 201__ A.D.

DANA DEBEAUVOR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

DEPUTY _____

STATE OF TEXAS
COUNTY OF TRAVIS

I, DANA DEBEAUVOR, CLERK OF TRAVIS COUNTY, TEXAS DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 201__ A.D. AT _____ O'CLOCK _____ M. PLAT RECORDS OF SAID COUNTY AND STATE IN DOCUMENT NO. _____ OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THIS _____ DAY OF _____, 201__ A.D.

DANA DEBEAUVOR, COUNTY CLERK,
TRAVIS COUNTY, TEXAS

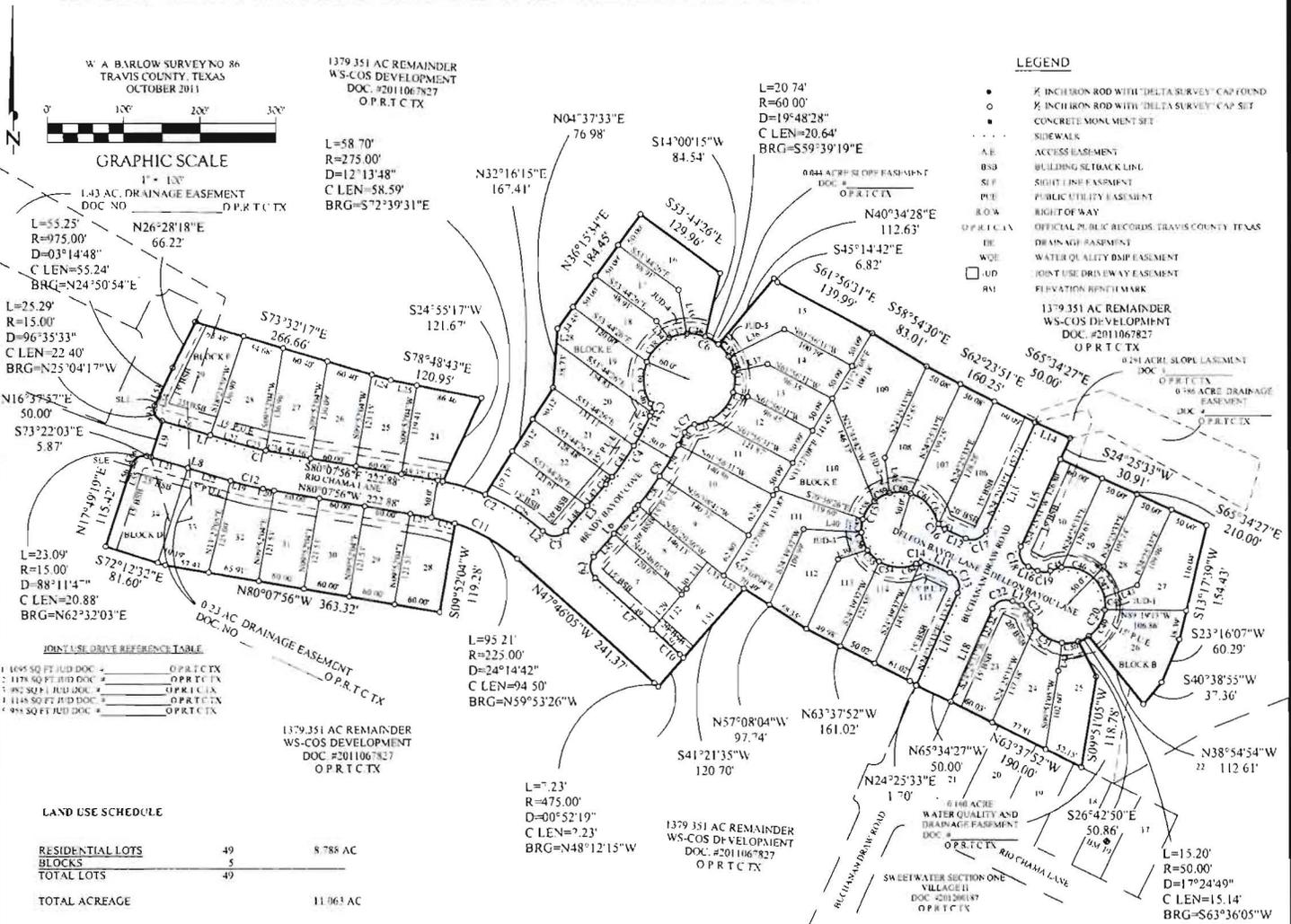
DEPUTY _____

BENCHMARK LIST
TBM-11: COTTON SPINDLE SET IN LIVE OAK TAG No. 891'
ELEV: 936.02'

TBM-10: COTTON SPINDLE SET IN LIVE OAK TAG No. 8188
ELEV: 899.97'

NOTES

- 1 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 TRAVIS COUNTY. THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT PLAT AT VACATION OR REPLATTING MAY BE REQUIRED. AT THE OWNER'S SOLE EXPENSE, IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS
- 2 FOR A MINIMUM TRAVEL DISTANCE OF 25 FEET FROM THE ROADWAY EDGE, DRIVEWAY GRADES MAY EXCEED 1% ONLY WITH THE SPECIFIC WRITTEN APPROVAL OF THE SURFACE AND GEOMETRIC DESIGN PROPOSALS BY THE TRAVIS COUNTY TRANSPORTATION AND NATURAL RESOURCES
- 3 WASTEWATER SYSTEMS SERVING THIS SUBDIVISION SHALL BE DESIGNED AND INSTALLED IN ACCORDANCE WITH TRAVIS COUNTY PLANS AND SPECIFICATIONS. PLANS AND SPECIFICATIONS SHALL BE SUBMITTED TO TCEQ FOR REVIEW
- 4 NO PORTION OF THIS TRACT IS LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE
- 5 NO PORTION OF THIS SUBDIVISION LIES WITHIN THE DESIGNATED 100 YEAR FLOOD PLAIN AS DEFINED BY F.E.M.A. MAP 4845C03851 DATED SEPTEMBER 26, 2008.
- 6 THIS SUBDIVISION IS SUBJECT TO A PLASING AGREEMENT RECORDED AS DOCUMENT NO. 2006100748, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
- 7 MUNICIPAL JURISDICTION: THIS PRELIMINARY PLAN BOUNDARIES FALL OUTSIDE CO. A ETJ, BEE CAVE ETJ, LAKEWAY ETJ, AND WILL BE REGULATED BY TRAVIS COUNTY MUNICIPAL JURISDICTION - NON
- 8 THIS SUBDIVISION IS SUBJECT TO THE COVENANTS AND RESTRICTIONS RECORDED AS DOCUMENT NO. 2006076072 OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
- 9 DRIVEWAYS SHALL NOT BE CONSTRUCTED CLOSER THAN 50 FEET OR 60% OF THE LOTS FRONTAGE TO THE EDGE OF PAVEMENT OF AN INTERSECTING LOCAL OR COLLECTOR STREET
- 10 A TRAVIS COUNTY DEVELOPMENT PERMIT IS REQUIRED PRIOR TO ANY SITE DEVELOPMENT
- 11 WATER SERVICE AND WASTEWATER SERVICE WILL BE PROVIDED BY THE LAZY NINE MUNICIPAL UTILITY DISTRICT 10
- 12 DRAINAGE EASEMENTS GREATER THAN 25 FEET WIDE CAN BE USED FOR OPEN CHANNEL OR ENCLOSED CONDUIT SYSTEMS. DRAINAGE EASEMENTS 15 FEET WIDE ARE FOR ENCLOSED CONDUIT DRAINAGE SYSTEMS ONLY
- 13 THIS SUBDIVISION IS LOCATED WITHIN THE BOUNDARIES OF THE LAZY NINE MUNICIPAL DISTRICT 10. WATER AND WASTEWATER SERVICE TO THIS SUBDIVISION WILL BE PROVIDED BY THE DISTRICT IN ACCORDANCE WITH ITS RATE ORDER, AS AMENDED. ALL CONSTRUCTION PLANS FOR WATER, WASTEWATER, AND STORM DRAINAGE IMPROVEMENTS MUST BE PRESENTED TO THE DISTRICT AND APPROVED BY THE DISTRICT'S ENGINEER. PRIOR TO BEGINNING CONSTRUCTION ACTIVITIES. THE DISTRICT MAY INSPECT ALL WATER, WASTEWATER, AND STORM DRAINAGE IMPROVEMENTS
- 14 NO OBJECTS, INCLUDING BUT NOT LIMITED TO BUILDINGS, FENCES, LANDSCAPING OR OTHER STRUCTURES SHALL BE ALLOWED IN DRAINAGE EASEMENTS AND WATER QUALITY EASEMENTS EXCEPT AS APPROVED BY LCRA AND TRAVIS COUNTY
- 15 NO LOT SHALL BE OCCUPIED UNTIL CONNECTED TO AN APPROVED PUBLIC SEWER SYSTEM
- 16 NO LOT SHALL BE OCCUPIED UNTIL WATER SATISFACTORY FOR HUMAN CONSUMPTION IS AVAILABLE FROM A SOURCE IN ADEQUATE AND SUFFICIENT SUPPLY FOR THIS PROPOSED DEVELOPMENT
- 17 ALL WATER QUALITY AND DRAINAGE EASEMENTS SHALL BE MAINTAINED BY THE LAZY NINE MUNICIPAL UTILITY DISTRICT 10
- 18 ALL PROPERTY OF THE HEREIN-DESCRIBED SUBDIVISION IS SUBJECT TO THE LOWER COLORADO RIVER AUTHORITY'S NONPOINT-SOURCE (NPS) POLLUTION CONTROL ORDINANCE. ANY DEVELOPMENT OTHER THAN CONSTRUCTION OF A SINGLE-FAMILY HOME OR ASSOCIATED STRUCTURE MAY REQUIRE AN NPS DEVELOPMENT PERMIT FROM THE LOWER COLORADO RIVER AUTHORITY
- 19 DRAINAGE AND LATERAL SUPPORT EASEMENTS TO THE LIMITS SHOWN ON THIS PLAT ARE HEREBY DEDICATED TO THE PUBLIC FOR THE CONSTRUCTION, MAINTENANCE AND THE RIGHT TO PLACE EARTHEN FILLS FOR DRAINAGE AND LATERAL SUPPORT FOR PUBLIC ROADWAYS ON THIS PLAT. PROPERTY OWNERS MAY USE THEIR PROPERTY WITHIN THESE EASEMENTS ONLY IN THOSE WAYS THAT ARE CONSISTENT WITH THE CONSTRUCTION INSTALLATION, AND MAINTENANCE OF THE DRAINAGE AND LATERAL SUPPORT EASEMENT DEDICATED HEREIN. PROPERTY OWNERS MAY DO NOTHING THAT WOULD IMPAIR, DAMAGE OR DESTROY THE DRAINAGE AND LATERAL SUPPORT EASEMENTS. TRAVIS COUNTY AND ITS SUCCESSOR AND ASSIGNS HAVE THE RIGHT TO USE SO MUCH OF THE SURFACE OF THE PROPERTY WITHIN THE EASEMENTS AS MAY BE REASONABLY NECESSARY TO CONSTRUCT, INSTALL AND MAINTAIN DRAINAGE AND LATERAL SUPPORT FACILITIES WITHIN THE EASEMENTS



**SWEETWATER RANCH
 SECTION ONE
 VILLAGE J**

LINE AND CURVE TABLES

LINE	BEARING	DISTANCE
L1	S71°22'03"E	119.52
L2	S47°46'05"E	2.26
L3	N40°20'45"E	81.19
L4	N28°49'23"E	2.42
L5	S28°49'23"W	2.42
L6	S40°20'45"W	81.00
L7	S47°46'05"W	140.00
L8	S71°22'03"W	119.52
L9	N14°17'57"E	50.00
L10	N24°25'33"E	132.52
L11	N68°34'27"W	29.86
L12	S68°34'27"E	29.86
L13	N24°25'33"E	132.52
L14	S68°34'27"E	50.00
L15	S24°25'33"W	157.71
L16	S68°34'27"E	13.24
L17	S88°34'27"W	13.24
L18	S24°25'33"W	132.52
L19	S71°22'03"E	11.17
L20	S80°07'56"E	14.63
L21	S71°22'03"E	50.07
L22	S71°22'03"E	58.33
L23	S80°07'56"E	28.22
L24	S71°22'03"E	25.66
L25	S78°48'43"E	34.49
L26	S71°22'03"E	65.58
L27	S71°22'03"E	53.42
L28	S64°17'33"E	18.25
L29	N40°20'45"E	60.03
L30	N40°20'45"E	10.03
L31	N38°19'34"E	44.84
L32	N40°20'45"E	30.04
L33	S50°20'50"E	27.67
L34	S37°22'41"E	27.39
L35	S10°29'48"E	83.32
L36	S64°12'30"E	81.44
L37	S77°12'21"W	45.10
L38	S73°56'36"W	20.00
L39	S2°19'51"E	40.70
L40	S86°32'25"E	78.14
L41	S07°40'00"E	47.11
L42	N07°15'13"E	36.60
L43	N09°40'38"E	46.06
L44	S43°17'41"W	20.00
L45	N40°20'45"E	40.00
L46	N40°20'45"E	43.33
L47	N40°20'45"E	37.55
L48	N40°20'45"E	43.33
L49	S47°46'05"E	100.71
L50	S47°46'05"E	48.37
L51	N41°21'37"E	120.50
L52	S57°08'04"E	31.10
L53	N24°17'58"E	34.30
L54	S17°22'55"W	45.90
L55	N23°14'39"E	54.99
L56	S17°52'21"W	43.33

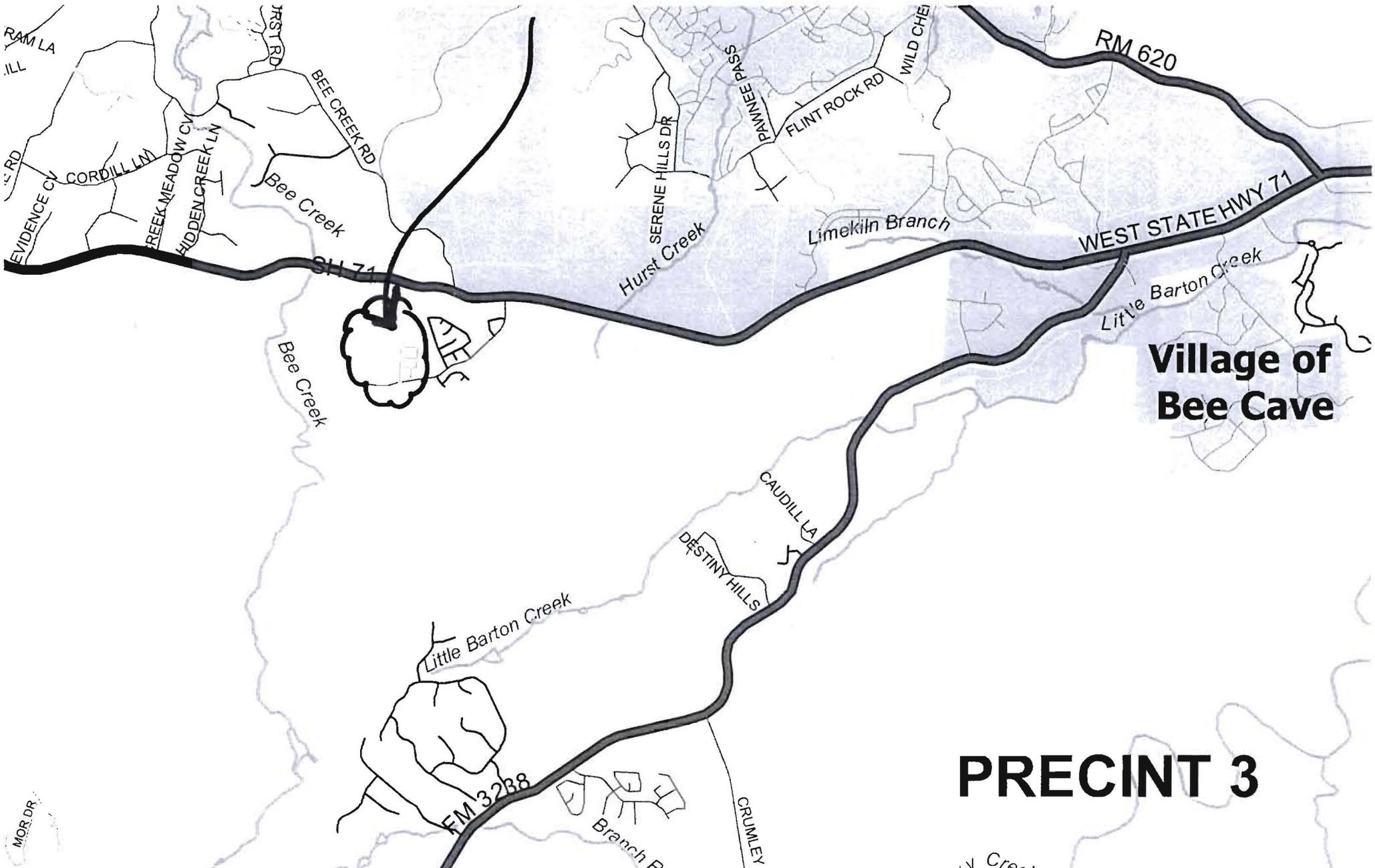
CURVE	RADIUS	ARC	CHORD	BEARING	DELTA
C1	225.00	26.56	26.55	S76°44'59"E	6°14'52"
C2	275.00	193.34	193.29	S43°57'09"E	32°13'30"
C3	20.00	32.07	28.77	N65°17'20"E	9°13'07"
C4	425.00	107.72	107.44	N33°05'04"E	14°31'21"
C5	15.00	15.12	14.47	N03°03'41"W	S7°46'09"
C6	60.00	409.49	64.00	S64°10'37"E	295°12'17"
C7	15.00	15.12	14.47	S44°42'24"W	S7°46'09"
C8	475.00	120.40	120.07	S33°05'04"W	14°31'21"
C9	20.00	30.76	27.81	S03°42'40"E	88°06'50"
C10	425.00	6.47	6.47	S48°12'19"E	0°32'19"
C11	225.00	127.00	124.41	N63°45'00"E	32°11'50"
C12	275.00	32.49	32.45	N70°44'59"W	6°14'52"
C13	20.00	31.42	28.28	N20°14'27"E	90°00'00"
C14	20.00	17.45	16.90	S07°58'42"W	49°59'41"
C15	40.00	244.34	64.29	N24°28'33"E	270°49'23"
C16	20.00	17.45	16.90	S40°14'56"E	49°59'41"
C17	20.00	31.42	28.28	N60°25'31"E	90°00'00"
C18	20.00	31.42	28.28	S20°14'27"E	90°00'00"
C19	20.00	17.45	16.90	N39°28'42"E	49°59'41"
C20	40.00	244.34	64.29	S24°28'33"E	270°49'23"
C21	20.00	17.45	16.90	N40°14'56"E	49°59'41"
C22	20.00	31.42	28.28	S69°25'31"E	90°00'00"
C23	225.00	31.88	31.90	S70°42'21"E	60°17'09"
C24	275.00	6.52	6.52	S70°17'01"E	0°12'13"
C25	225.00	5.44	5.44	N70°10'22"W	0°12'13"
C26	225.00	21.12	21.12	N76°03'26"W	05°22'46"
C27	275.00	90.12	89.71	S57°08'21"E	18°46'31"
C28	475.00	5.75	5.75	S39°08'53"W	00°41'33"
C29	475.00	48.00	48.94	S16°41'44"W	69°17'40"
C30	475.00	48.00	48.04	S30°57'24"W	05°47'50"
C31	475.00	18.81	18.83	S25°46'26"W	02°14'05"
C32	40.00	22.78	22.54	S72°42'54"W	21°45'16"
C33	60.00	47.49	46.56	S38°46'43"W	45°47'05"
C34	60.00	27.42	27.19	S62°47'07"W	20°11'20"
C35	60.00	29.74	29.64	S20°46'23"E	19°02'20"
C36	60.00	20.74	20.64	S39°56'51"E	19°46'20"
C37	60.00	24.16	24.00	S81°05'46"E	23°04'26"
C38	60.00	24.16	24.00	N75°49'48"E	23°04'26"
C39	60.00	44.52	44.57	N41°30'13"E	41°33'27"
C40	60.00	57.26	55.11	N04°46'37"W	54°06'50"
C41	15.00	12.11	11.78	S08°40'18"E	46°14'55"
C42	425.00	5.02	5.01	S20°03'48"W	11°51'14"
C43	425.00	45.14	45.10	S28°31'54"W	06°05'07"
C44	425.00	50.04	50.01	S15°16'46"W	06°44'44"
C45	425.00	12.50	12.50	S19°29'56"W	60°41'37"
C46	50.00	15.27	15.22	N73°10'51"E	17°29'50"
C47	50.00	15.20	15.04	S72°10'14"E	51°47'50"
C48	50.00	30.25	29.79	S29°46'26"E	34°39'45"
C49	50.00	16.31	16.24	S02°19'57"E	18°41'14"
C50	50.00	41.75	40.57	S10°59'11"W	47°40'01"
C51	50.00	22.96	23.16	S49°48'51"W	23°14'27"
C52	50.00	43.05	41.77	N57°14'46"W	49°20'02"
C53	50.00	15.27	15.21	N24°19'45"W	17°29'50"
C54	50.00	11.09	10.99	S81°27'47"E	11°40'40"
C55	50.00	50.65	48.52	N66°32'48"W	58°02'41"
C56	50.00	21.30	21.20	N45°17'01"W	24°28'46"
C57	50.00	24.96	24.70	N17°44'47"W	28°35'47"
C58	50.00	17.77	17.58	N05°44'00"E	20°21'46"
C59	50.00	28.48	28.10	N32°14'06"E	32°18'27"
C60	50.00	21.41	21.20	N51°58'09"E	26°49'39"
C61	50.00	27.33	27.17	S00°40'40"E	31°12'42"
C62	50.00	50.17	48.09	S44°19'23"E	57°59'44"
C63	20.00	8.81	8.78	N15°20'20"W	19°11'00"
C64	20.00	10.64	10.53	N50°20'10"W	50°28'33"
C65	20.00	6.36	6.33	N73°32'23"E	18°13'02"
C66	15.00	12.99	12.89	N61°15'05"W	49°37'17"
C67	15.00	12.74	12.57	S42°47'24"W	48°42'27"

BENCHMARK LIST

TBM-08 COTTON SPINDLE SET IN 9" LIVE OAK TAG NO 7542
ELEV 979.63'

TBM-10 COTTON SPINDLE SET IN LIVE OAK TAG NO 8188
ELEV 899.97'

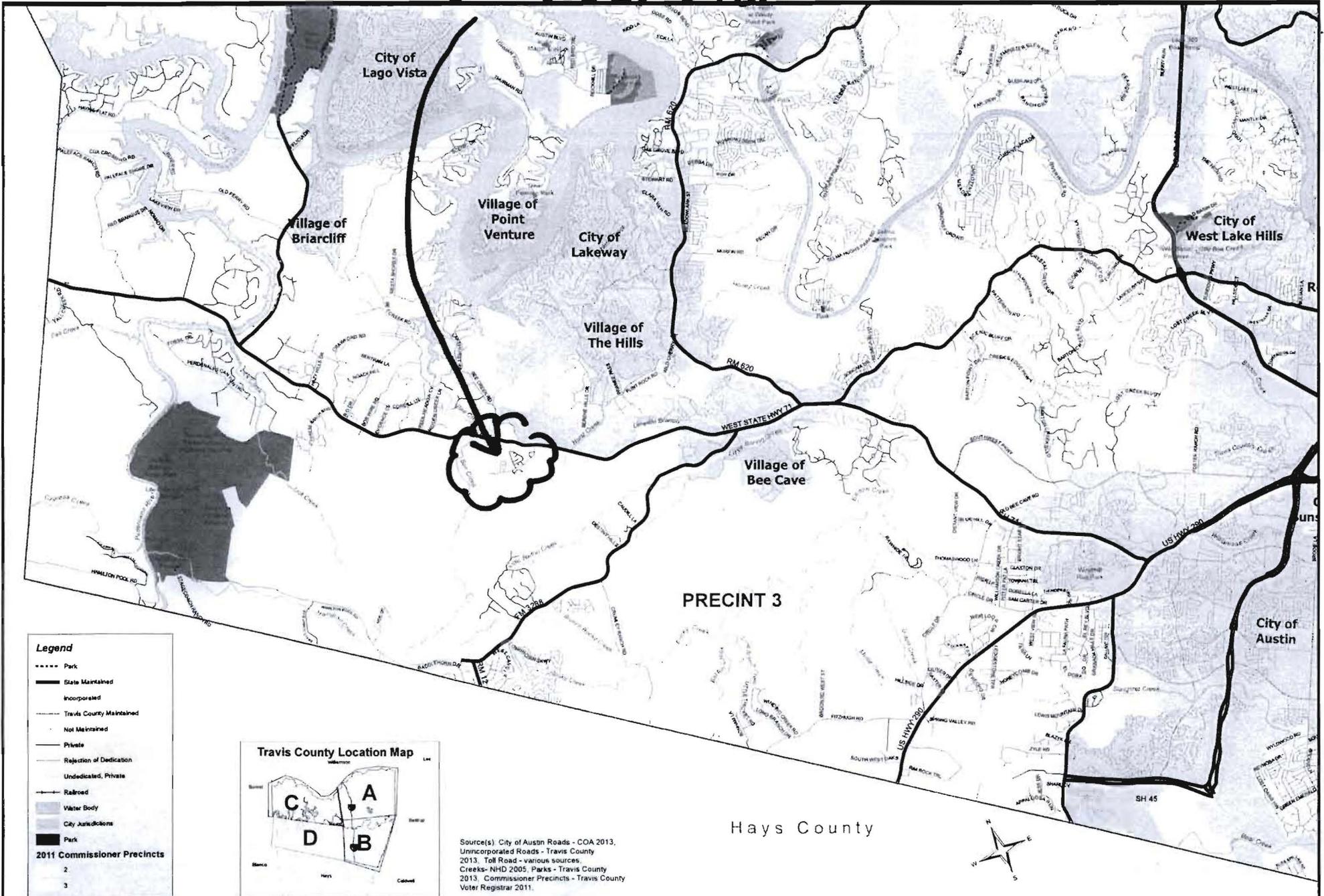
Site Location



Village of Bee Cave

PRECINCT 3

Site Location



Sources: 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.

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

0 0.9
 Miles



Map Prepared by Travis County,
 Dept. of Transportation & Natural
 Resources Date 5/21/2013



Travis County Commissioners Court Agenda Request

Meeting Date: February 18, 2014

Prepared By: Thomas Weber, Environmental Program Manager

Phone #: (512) 854-4629

Division Director/Manager: Jon White, Director, Natural Resources and Environmental Quality Division Director

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

Sponsoring Court Member: County Judge Samuel T. Biscoe

AGENDA LANGUAGE: Consider and take appropriate action on acceptance of a donation of \$21,500 from TXI Operations, LP for the benefit of the Colorado River Corridor Environmental Monitoring Initiative.

BACKGROUND/SUMMARY OF REQUEST:

TNR's Environmental Quality Program is managing the existing environmental monitoring project initially approved by the Commissioners Court on January 11, 2011. The County has funded professional services through 2016 to carry out monitoring of air quality, noise, and groundwater elevations adjacent to tracts where TXI will commence sand and gravel mining near Hunters Bend Road and Dunlap Road.

TXI and Travis County executed an agreement in 2012 that will result in land acquisitions by Travis County in exchange for County approval of the site plan modifications to construct internal haul road stream crossings. TXI had to obtain water quality variances from the City of Austin (COA) in order to construct the stream crossings. The COA City Council approved ordinance No. 20121011-071 on October 11, 2012. A copy of this ordinance is attached as Exhibit 1. As a condition of its granting of the variances, the COA is requiring that TXI donate \$21,500 per year for three years (2013-2015) to the County for additional environmental monitoring (see Exhibit 1, Part 3.(A)(7)(e)).

STAFF RECOMMENDATIONS:

The 2014 funding from TXI has been received. TNR recommends the donation be accepted. If accepted, the funds will be encumbered so that a contract modification can be processed to continue enhancement of monitoring services, monitoring of additional chemical constituents, and using more sensitive trigger points for estimating threshold levels.

ISSUES AND OPPORTUNITIES:

The COA Environmental Board and City Council heard public testimony criticizing the monitoring program, which led to their action to require TXI funding to the County to address the public's concerns. Accepting this second donation is a step towards continuing to address the concerns in our monitoring plan. Alternatives to this approach would be not to enhance the monitoring services or to fund the enhancements using County funds.

TXI's donation is being made pursuant to requirements in a COA ordinance that does not result in any collaboration, negotiation, or acceptance of input from TXI regarding the County's monitoring program.

FISCAL IMPACT AND SOURCE OF FUNDING:

The donation would have a positive fiscal impact to the County and would allow the County to enhance its current monitoring program without using County funds.

ATTACHMENTS/EXHIBITS:

Exhibit 1 - City of Austin Ordinance

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	512-854-4239
Steve Manilla	County Executive	TNR	512-854-9429

CC:

Donna Williams-Jones	Financial Analyst Senior	TNR	512-854-7677
Tom Nuckols	County District Attorney Division Director	County Attorney's Office	512-854-9415
Daniel Wilson		County Auditor's Office	512-854-9125

TW:JW:tw

0801 - NREQ - Donation \$21,500 TXI Operations.

ORDINANCE NO. 20121011-071

AN ORDINANCE GRANTING VARIANCES TO ALLOW CONSTRUCTION OF INTERNAL HAUL ROADS IN THE CRITICAL WATER QUALITY ZONE BY TXI OPERATIONS, LP; ESTABLISHING CONDITIONS FOR THE VARIANCES; ESTABLISHING PROJECT REGULATIONS; AND PROVIDING EXPIRATION AND LIMITATIONS FOR THE VARIANCES.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

PART 1. FINDINGS.

The City Council finds that:

- (A) The properties located at 801-1019 Dunlap Road, 4501 N. Dunlap Road, and 18601 FM 969, subject to Site Plan Nos. SP-2008-0513D, SP-2008-0515D, and SP-99-0186D, respectively, are currently legally permitted for the mining of sand and gravel by TXI Operations, LP (“TXI”).
- (B) TXI will submit revisions to SP-99-0186D for sand and gravel mining on the properties described in the attached **EXHIBIT A** not later than 60 days after the effective date of this ordinance.
- (C) TXI and Travis County are negotiating a Development Agreement regarding the properties described above, the essential elements of which are:
 - (1) TXI will forego the use of Dunlap Road and Hunters Bend Road for the transportation of unprocessed mined materials.
 - (2) TXI will donate certain real property to Travis County for conservation as open space or parkland, and sell certain real property to Travis County to buffer neighborhoods from TXI operations.
 - (3) To buffer neighborhoods set forth in the agreement from TXI operations, TXI will agree to prohibit mining and industrial uses on property TXI owns now and property TXI may own in the future.
- (D) Three important components of the Agreement are:
 - (1) the ability of TXI to construct an internal haul road and/or conveyor to transport mined materials to its processing plant without using public roads, except for a single crossing of Dunlap Road; and
 - (2) the ability of TXI to continue its sand and gravel mining operations on the projects subject to Site Plan Nos. SP-2008-0513D, SP-2008-0515D, and SP-99-0186D, and

- (3) the ability of TXI to conduct sand and gravel mining on the properties described in **EXHIBIT A** under the regulations in effect on October 30, 2008.
- (E) Construction of the internal haul road and/or conveyor requires variances from City environmental regulations.
- (F) The City is willing to grant the needed variances for the internal haul road and/or conveyor, subject to specific conditions to mitigate any environmental impact of the variances.
- (G) The City is willing to establish the regulations under which the properties subject to Site Plan Nos. SP-2008-0513D, SP-2008-0515D, and SP-99-0186D and described in **EXHIBIT A** will continue to operate, and the regulations under which the properties described in **EXHIBIT A** will be reviewed, subject to specific conditions.

PART 2. VARIANCES.

- (A) The variances in this Subsection (A) apply to the construction of internal haul roads and/or conveyor and associated creek crossings on the properties subject to Site Plan Nos. SP2008-0513D, SP2008-0515D, and SP99-0186D. The variances are effective only after TXI has met all the conditions listed in Part 3 of this ordinance.

Subject to the conditions listed in Part 3 of this ordinance, variances are granted from:

- (1) City Code Section 25-8-341 (*Cut Requirements*), to allow cuts to exceed four feet but not to exceed ten feet for construction of the proposed internal haul road and/or conveyor and associated creek crossings;
- (2) City Code Section 25-8-342 (*Fill Requirements*), to allow fill to exceed four feet but not to exceed ten feet for construction of the proposed internal haul road and/or conveyor and associated creek crossings;
- (3) City Code Section 25-8-392 (*Critical Water Quality Zone*), to allow the proposed internal haul road and/or conveyor to cross Gilleland and Elm Creeks at the three locations shown in the attached **EXHIBIT B**; and
- (4) City Code Section 25-8-281 (*Critical Environmental Feature*) to allow a reduced setback for wetlands and wetland mitigation as established in this ordinance.

- (B) The variance in this Subsection (B) applies to internal haul roads and/or conveyor and associated creek crossings and the sand and gravel mining operations subject to Site Plan Nos. SP2008-0513D, SP2008-0515D, and SP99-0186D and to the sand and gravel mining operations on the properties described in **EXHIBIT A**. The variance is effective only after TXI has met all the conditions listed in Part 3 of this ordinance.

Subject to the conditions listed in Part 3 of this ordinance, a variance is granted from City Code Section 25-5-81 (*Site Plan Expiration*) to provide that the site plans subject to this ordinance expire only after the reclamation of all mined areas and processing of materials from those areas at the Webberville processing plant has been completed, or thirty-five (35) years after the effective date of this ordinance, whichever is sooner.

- (C) The variance in this Subsection (C) applies to site plan revision applications for the mining of sand and gravel on the properties described in **EXHIBIT A**. The variance is effective only after TXI has met all the conditions listed in Part 3 of this ordinance.

Subject to the conditions listed in Part 3 of this ordinance, a variance is granted from City Code Section 25-1-533 (*General Rules*) to allow the sand and gravel operations and development applications on the properties described in **EXHIBIT A** to comply with the regulations in effect on October 30, 2008 rather than the regulations in effect on the date the application is filed. This variance does not apply to regulations exempt from Texas Local Government Code Chapter 245 (*Issuance of Local Permits*).

PART 3. VARIANCE CONDITIONS.

- (A) Compliance with the conditions listed in this Subsection (A) shall be determined by the director of the Watershed Protection Department and the director of the Planning and Development Review Department based on site plan revisions filed by TXI. The site plan revisions filed by TXI shall include notes requiring ongoing compliance with the listed conditions.

(1) Haul Road and/or Conveyor

Plans filed by TXI shall demonstrate:

- (a) Erosion and sedimentation controls (“ESC”) shall be installed at each creek crossing to remove sediment from road runoff in accordance with the City of Austin Environmental Criteria Manual (“ECM”).

- (b) The 2-year storm shall be used as the minimum storm for ESC design.
- (c) All berms and other ESC shall be placed to avoid trees, and may not be placed within the critical root zones of trees.

(2) Critical Water Quality Zone:

Plans filed by TXI shall demonstrate:

- (a) Maximum use of ESC per ECM Section 1.4, with a focus on prevention of erosion of disturbed soils using site management and prevention techniques including but not limited to maximizing phasing, placing stockpiles outside of the floodway, providing temporary stabilization within 14 days, diverting flows around work areas, and placing controls in layers where appropriate.
- (b) The limits of construction shall exclude the critical water quality zone, to the maximum extent feasible.

(3) Bridge Crossing over Gilleland Creek:

Plans filed by TXI shall demonstrate:

- (a) Stream channel bed and bank stability, using HEC/RAS modeling with creek at range of flows up to 100 year storm and Colorado River at base flow conditions.
- (b) Approaches to bridge (paved and unpaved) shall be designed to withstand the 100 year storm.
- (c) The bridge and its paved approaches have curbs directing all stormwater to sedimentation basins.
- (d) The road is graded to drain to sedimentation basins.
- (e) The ESC have sediment basins or traps per ECM Section 1.4.5(K) or (L) to remove sediment prior to discharge to vegetated areas.
- (f) Basins and traps are able to be easily maintained and applicant shall clean the basins and traps when sediment reaches either 50% of design depth or 1 foot, whichever occurs sooner.

- (g) Discharges from basins or traps shall be dispersed to vegetated areas using a level spreader and shall be designed to eliminate the possibility of erosive flows.
 - (h) A schedule for periodic street cleaning of the bridge and its paved approaches and regular ESC maintenance plan.
- (4) At-Grade Crossings over Elm Creek:

Plans filed by TXI shall demonstrate:

- (a) Appropriate armoring and anchoring of at-grade crossing for stability and to prevent scour of channel at base flow and up to 100-year storm.
 - (b) Approaches to at-grade crossing (paved and unpaved) shall be designed to withstand 100-year storm.
 - (c) Roadside channels on each side of the road down slope to the at-grade crossing shall constitute a series of gentle drops ("broken backs") and flow shall be designed to eliminate the possibility of erosive flows.
 - (d) Berms shall be composed of compacted earth and vegetated with sod and shall be designed as sedimentation basin or traps per ECM Section 1.4.4.B.1, Section 1.4.4.B.2, and Section 1.4.5(K) or (L).
 - (e) Berms shall be designed to be stable and permanent in flows up to the 100-year storm.
 - (f) All berms and other ESC shall be placed to minimize the effect on trees.
 - (g) Quantification of performance for TSS removal per ECM Section 1.4.4.B.1, Section 1.4.4.B.2, and Section 1.4.5.K.
 - (h) Mulch logs shall be used instead of silt fence outside of berms during construction and shall be removed after construction is complete.
 - (i) A schedule for periodic street cleaning of the at-grade crossings and their paved approaches and regular ESC maintenance plan.
- (5) Conveyor:

Plans filed by TXI shall demonstrate that any mechanical material transport at any stream crossing shall be placed above the elevation of

the 100-year, 24-hour storm and shall have sufficient containment to prevent discharge of materials into or adjacent to streams. This condition shall be included as a plan note on the submitted site plan revision.

(6) Wetland Protection:

Plans filed by TXI shall demonstrate:

- (a) The limits of construction shall exclude Critical Environmental Feature (CEF) setbacks to the maximum extent feasible.
- (b) All CEFs and approved CEF setbacks shall be shown on the plan sheet, including those within the ordinary high water mark of Gilleland Creek. A note may be made on the plan sheet that CEF details may be modified only upon approval by the director of the Watershed Protection Department or designee.
- (c) A Restrictive Covenant, approved by the City Attorney or designee, executed by TXI, and filed of record in the Real Property Records of Travis County, Texas, shall restrict from development and ensure that the mitigation area more particularly described in the attached **EXHIBIT C** remains undisturbed and in its natural state in perpetuity.

(7) Additional Conditions:

- (a) TXI shall not use fertilizers, pesticides, or herbicides within the critical water quality zone, except those used for agricultural purposes.
- (b) TXI shall revegetate all disturbed areas within the Critical Water Quality Zone in accordance with City Standard Specification Series 600, item 609S (*Native Grassland Seeding and Planting for Erosion Control*) including rooted plantings, seeding, soil type and depth, and temporary irrigation. Species selection shall be based on site specific species, and must be approved in advance by the City.
- (c) TXI shall be required to post fiscal security and provide temporary irrigation as required under the Austin City Code, which may include but is not limited to use of water trucks or a sprinkler system.

- (d) TXI shall file site plan revision applications for the mining of sand and gravel on the properties described in **EXHIBIT A** not later than 60 days after the effective date of this ordinance.
 - (e) TXI shall provide funding in an amount not to exceed \$21,500 per year for up to three years of additional monitoring by Travis County.
- (B) Compliance with the conditions listed in this Subsection (B) shall be determined by the City Attorney based on documents provided by Travis County and TXI.
- (1) Agreement:

A Development Agreement between Travis County and TXI regarding the development of the properties subject to City Site Plan Nos. SP-2008-0513D, SP-2008-0515D, and SP-99-0186D, and the development of the properties described in **EXHIBIT A** has been executed and recorded in the Real Property Records of Travis County, Texas.
 - (2) Escrow:

TXI and Travis County have placed in escrow all items required to be escrowed under the Development Agreement.

PART 4. EXPIRATION; LIMITATION.

- (A) The variances granted in Part 2 (A) of this ordinance expire upon the expiration of City Site Plan Nos. SP-2008-0513D, SP-2008-0515D, and SP-99-0186D.
- (B) The variance granted in Part 2 (C) of this ordinance expires:
 - (a) 60 days after the effective date of this ordinance if sand and gravel mining site plan revision applications have not been filed for the properties described in **EXHIBIT A**; or
 - (b) upon expiration of the site plans for the properties described in **EXHIBIT A**, whichever is earlier.
- (C) The variances granted in this ordinance do not apply to any use other than sand and gravel mining, the internal haul road and/or conveyor and associated creek crossings on the properties subject to City Site Plan Nos. SP-2008-0513D, SP-2008-0515D, and SP-99-0186D.

(D) Development applications filed for uses other than sand and gravel mining on the properties subject to this ordinance must comply with the regulations in effect at the time of application.

PART 5. Approval of the variances granted in this ordinance does not constitute approval of zoning, subdivision, a site plan, a building permit, or any other development permit, and it does not constitute a commitment to any particular land use, intensity of land use, or utility services.

PART 6. The requirements imposed by City Code Section 25-8-41 (*Land Use Commission Variances*) regarding the processing and granting of variances is hereby waived for the variances granted in this Ordinance.

PART 7. This ordinance takes effect on October 22, 2012.

PASSED AND APPROVED

October 11, 2012

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§
§



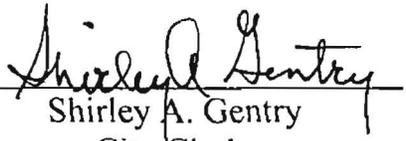
Lee Jeffingwell
Mayor

APPROVED:



Karen M. Kennard
City Attorney

ATTEST:

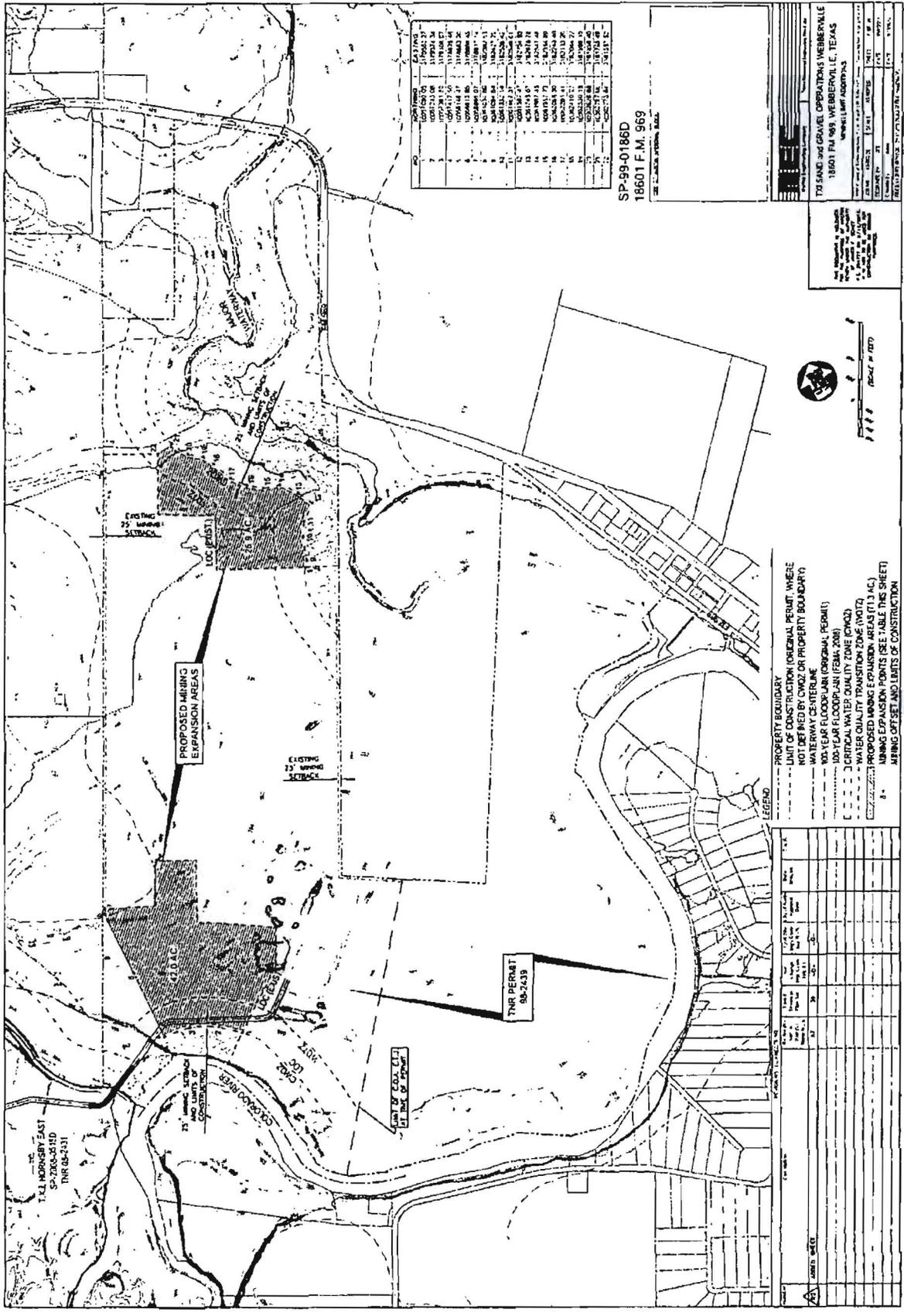


Shirley A. Gentry
City Clerk

**AN ORDINANCE GRANTING VARIANCES FOR SPECIFIC PROJECTS OF
TXI OPERATIONS, LP FROM CERTAIN REGULATIONS**

EXHIBIT A

**DESCRIPTION OF PROPERTIES TO FILE SITE PLANS
FOR SAND AND GRAVEL MINING**



POINT NO.	EASTING	NORTHING
1	107221.08	117762.39
2	107221.08	117762.39
3	107221.08	117762.39
4	107221.08	117762.39
5	107221.08	117762.39
6	107221.08	117762.39
7	107221.08	117762.39
8	107221.08	117762.39
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49	107221.08	117762.39
50	107221.08	117762.39

SP-99-0186D
18601 F.M. 969

- LEGEND**
- PROPERTY BOUNDARY
 - - - - - LIMIT OF CONSTRUCTION (ORIGINAL PERMIT, WHERE NOT DEFINED BY COWD OR PROPERTY BOUNDARY)
 - WATERWAY CENTERLINE
 - 100-YEAR FLOODPLAIN (ORIGINAL PERMIT)
 - 100-YEAR FLOODPLAIN (FEWA 2006)
 - [] CRITICAL WATER QUALITY ZONE (COWZ)
 - [] CRITICAL WATER QUALITY ZONE (WQIZ)
 - [] PROPOSED MINING EXPANSION AREAS (TJ, J, AC)
 - [] MINING EXPANSION POINTS (SEE TABLE THIS SHEET)
 - [] MINING OFF-SET AND LIMITS OF CONSTRUCTION

NO.	POINT NO.	EASTING	NORTHING
1	1	107221.08	117762.39
2	2	107221.08	117762.39
3	3	107221.08	117762.39
4	4	107221.08	117762.39
5	5	107221.08	117762.39
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47	47	107221.08	117762.39
48	48	107221.08	117762.39
49	49	107221.08	117762.39
50	50	107221.08	117762.39

EXHIBIT "A"

**AN ORDINANCE GRANTING VARIANCES FOR SPECIFIC PROJECTS OF
TXI OPERATIONS, LP FROM CERTAIN REGULATIONS**

EXHIBIT B

LOCATION OF CREEK CROSSINGS

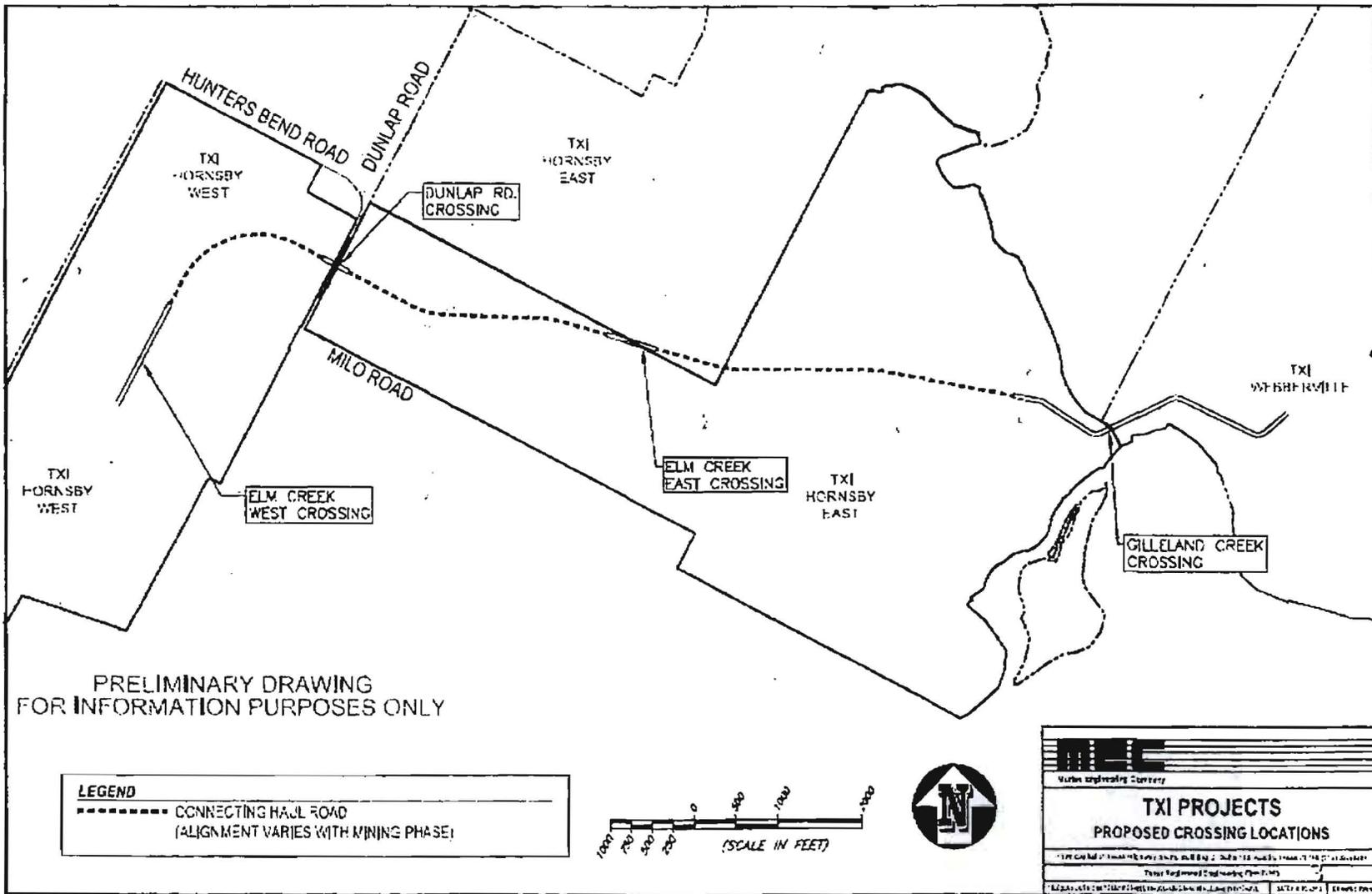
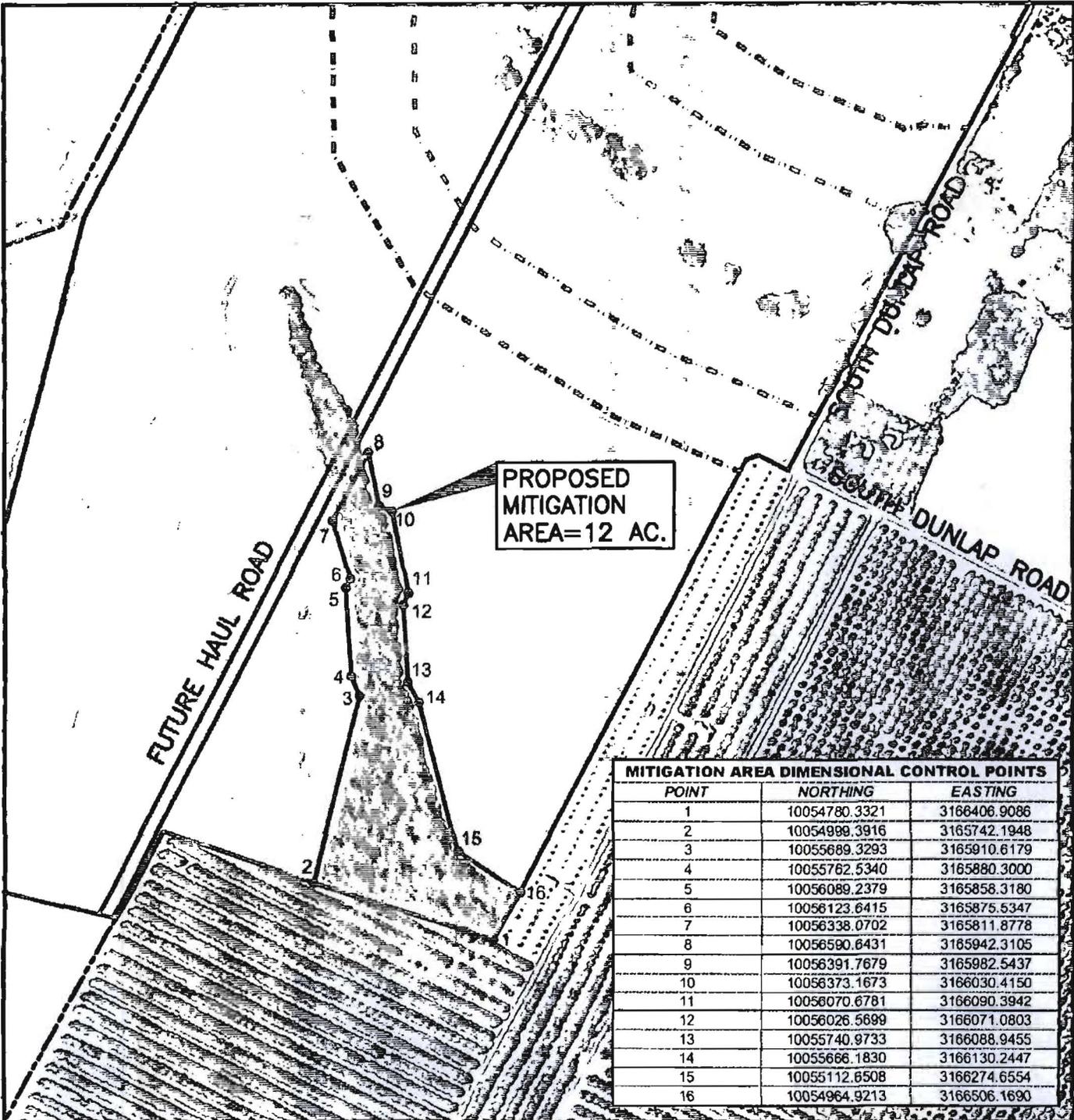


EXHIBIT "B"

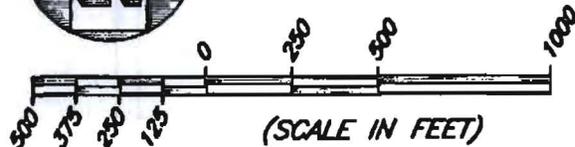
**AN ORDINANCE GRANTING VARIANCES FOR SPECIFIC PROJECTS OF
TXI OPERATIONS, LP FROM CERTAIN REGULATIONS**

EXHIBIT C

DESCRIPTION OF WETLAND MITIGATION AREA



MITIGATION AREA DIMENSIONAL CONTROL POINTS		
POINT	NORTHING	EASTING
1	10054780.3321	3166406.9086
2	10054999.3916	3165742.1948
3	10055689.3293	3165910.6179
4	10055762.5340	3165880.3000
5	10056089.2379	3165858.3180
6	10056123.6415	3165875.5347
7	10056338.0702	3165811.8778
8	10056590.6431	3165942.3105
9	10056391.7679	3165982.5437
10	10056373.1673	3166030.4150
11	10056070.6781	3166090.3942
12	10056026.5699	3166071.0803
13	10055740.9733	3166088.9455
14	10055666.1830	3166130.2447
15	10055112.6508	3166274.6554
16	10054964.9213	3166506.1690



Murfee Engineering Company

TXI HORNSBY EAST & WEBBERVILLE MITIGATION AREA

1101 Capital of Texas Highway South, Building D, Suite 110, Austin, Texas 78746 (512) 327-9204

Texas Registered Engineering Firm F-353

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DATE:

DRAWN: RWH



Travis County Commissioners Court Agenda Request

Meeting Date: February 18, 2014

Prepared By: Melinda Mallia **Phone #:** (512) 512-854-4460

Division Director/Manager: Jon White, Division Director, NREQ

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

Sponsoring Court Member: County Judge Samuel T. Biscoe

AGENDA LANGUAGE:

Consider and take appropriate action on the following requests:

- A) Discuss funding plan for property buyouts in connection with the Halloween Floods;
- B) Discuss policy for commercial buyouts; and
- C) Other related issues.

BACKGROUND/SUMMARY OF REQUEST:

Travis County received 69 applications for buyout by February 6 as a result of the Halloween floods. More flood victims are expected to apply after their options to repair, rebuild or seek buyout have been thoroughly weighed and understood.

The attached spreadsheet summarizes the potential cost of buyout for all applicants and tracts within the US Army Corps of Engineers (USACE) project. Appraisals have been completed for 65 properties and four are pending. The total estimated cost to fund buyouts, including all new applications, is estimated at \$13,806,312.

Timber Creek

The county received 29 applications for buyout from residents of Timber Creek. Nine properties, all of which received major damage, are located in existing project areas. Eight are new buyouts. TNR proposes to use the current budget, of \$2,285,937, to purchase properties that received major damage during the Halloween Flood and USACE buyouts. For Timber Creek applicants affected by floods, federal grant funds will be sought through the Hazard Mitigation Grant Program (HMGP). No additional funds are required for Timber Creek at this time.

Onion Creek and Other Areas (Residential)

All projects in this category are new, post-flood projects. The County has received 31 residential buyout applications and 9 commercial applications. The current, approved budget for buyouts in these areas is \$2,082,926. To purchase all residential properties with major damage, an additional \$1,186,224 is needed.

The cost to buy residential properties with minor damage would require \$1,975,078 and affected properties \$1,473,319. Many of these properties are eligible for grant funding through the Federal Emergency Management Agency (FEMA) Hazard Mitigation Assistance programs. Funding for minor and affected properties in these areas are good candidates for federal grant funding through the HMGP. If approved funds for a 25% match and relocation assistance would be required in the FY15 budget.

Commercial Buyouts

The County had never purchased commercial properties for flood-related buyouts or received requests for commercial buyout before the Halloween Flood. A review of similar buyout programs in Texas and the nation shows that commercial buyouts are less common, but are sometimes used to reduce risk, eliminate all structures in floodprone areas, return floodprone areas to natural conditions, protect water quality, or consolidate buyout lands for long-term management.

Commercial buyouts are eligible for FEMA grant funding, but rank as a lower priority. Grant funds for commercial buyouts that meet FEMA's Benefit/Cost requirements are likely to be approved eventually, but approval will likely take longer than higher-priority residential properties.

If commercial buyouts are approved, a policy for relocation assistance will also be required. FEMA grants are voluntary programs and as such do not provide relocation costs for residential or commercial properties. In mandatory buyout programs such as the USACE program, relocation payments must be made in accordance with the Uniform Relocation Act and is capped at \$20,000. If the Commissioners Court elects to proceed with commercial buyouts and relocation assistance is offered, TNR recommends using a flat rate for each property, to minimize administrative expenses. A known rate will also help land owners as they search for replacement properties.

STAFF RECOMMENDATIONS:

1. TNR requests \$1,186,224 to proceed with buyouts of properties with major damage in Onion Creek and Other Areas.
2. Submit a grant application for FEMA/HMGP funds to purchase:
 - a. affected residential properties in Timber Creek,
 - b. minor-damaged residential properties in Onion Creek and other areas, and
 - c. affected residential properties in Onion Creek and other areas.
3. If commercial property buyouts are approved:

a. TNR recommends submitting a separate, commercial grant application for HMGP funds for those properties that are proven cost beneficial, using FEMA Benefit Cost Analysis.

b. TNR has no experience allocating relocation funds for commercial properties. However, after discussion with our buyout consultant, we believe that a median, flat-rate amount of \$10,000 per property would be appropriate. If a property owner makes a compelling argument for more than that, TNR would bring this to the Court for consideration on a case by case basis.

ISSUES AND OPPORTUNITIES:

The primary source of grant funding for Halloween Flood buyouts will be the Hazard Mitigation Grant Program, passed through the Texas Department of Emergency Management from FEMA. These funds become available when a Presidential Disaster Declaration is declared and are the most likely source of federal funding for buyouts. If HMGP run out before the need is met, the County can request FEMA Hazard Mitigation Assistance through the Pre-Disaster Mitigation or Flood Mitigation Assistance programs.

FISCAL IMPACT AND SOURCE OF FUNDING:

The current buyout budget of \$4.4 million includes \$2,018,492 from the 2011 Bond Program and \$267,445 from the 2005 Bond Program for Timber Creek. \$1,782,926 is available for Onion Creek and other areas from the 2005 Bond Program, \$300,000 (for flood control purposes) is available from 2008 Certificates of Obligation, and \$31,250 is available in the General Fund.

The commercial buyout budget includes an estimated cost of \$12,000 per property for a Phase I Environmental Site Assessment.

EXHIBITS/ATTACHMENTS:

Summary of Potential Costs Related to Flood Buyouts, based upon buyout applications received through February 6, 2014.

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	(512) 854-4239
Steven M. Manilla	County Executive	TNR	(512) 854-9429
Jon White	Division Director	TNR-NREQ	512-854-7212
Thomas Weber	Program Manager	TNR-EQ	512-854-4629

CC:

Tom Nuckols	Asst. County Attorney	CA	512-854-7315
Stacey Scheffel	Floodplain Administrator	TNR	512-854-7565

Travis Gatlin	Budget Asst. Director	PBO	512-854-9065
Alan Miller	Budget Analyst	PBO	512-854-9726

: :
0801 - NREQ-



Travis County Commissioners Court Agenda Request

Meeting Date: February 18, 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:

Consider And Take Appropriate Action On Request To Authorize The Expenditure Of \$2,000 From the Health and Human Services Budget For The Provision of Training To Coming Of Age Nonprofit Agency Partners.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Coming of Age's services for its nonprofit agency partners includes training to build capacity through successful management of an intergenerational workforce and volunteer network. The training, entitled "Learning Lab: Capturing the Energy and Expertise of People 50+," is provided by a certified Learning Lab contract trainer to deliver the 4-session workshop series to staff from 15 nonprofit agency partners. Funding for the contract trainer would come out of the Coming of Age budget.

STAFF RECOMMENDATIONS:

Staff recommends Court approval for expenditure of \$2,000 from the Coming of Age budget with Health and Human Services for a certified Learning Lab contract trainer to provide the trainings to its nonprofit agency partners.

ISSUES AND OPPORTUNITIES:

This training offers nonprofit organizations the potential to better manage organizational change and build nonprofit capacity. Opportunity also exists for volunteer managers, human resources staff, executive directors, and board members within Travis County's nonprofit sector to apply learned insights and strategies to further their organization's mission and attract people over 50 to serve and contribute to their organization.

FISCAL IMPACT AND SOURCE OF FUNDING:

This line item for this expenditure is 15803000001 GL 512020 (Coming of Age In-house Training/Online Courses).

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:

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
Deborah Britton, Division Director, Community Services, HHSVS
Sherri Fleming, County Executive, HHSVS

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 HEALTH and HUMAN SERVICES
and VETERANS SERVICE**

502 E. Highland Mall Blvd. – Suite 106A (Physical)
P. O. Box 1748, Austin, Texas 78767 (Mailing)

Sherri E. Fleming
County Executive
(512) 854-4100
Fax (512) 279-2197

MEMORANDUM

DATE: February 18, 2014

TO: Members of the Commissioners Court

FROM:

Sherri E. Fleming
Sherri E. Fleming, County Executive

Travis County Health and Human Services and Veterans Service

SUBJECT: Learning Lab Training for Coming of Age Nonprofit Partners

Proposed Motion:

Consider and take appropriate action on request to authorize the expenditure of \$2,000 for two trainings for Coming of Age nonprofit agency partners. The first training will in April 2014, for \$1,000, and the second will occur in September 2014, for \$1,000.

Summary and Staff Recommendation:

Coming of Age's services for its nonprofit agency partners includes training to build capacity through successful management of an intergenerational workforce and volunteer network. The training, entitled "Learning Lab: Capturing the Energy and Expertise of People 50+," is provided by a certified Learning Lab contract trainer to deliver the 4-session workshop series to staff from 15 nonprofit agency partners. Funding for the contract trainer would come out of the Coming of Age budget.

Staff recommends Court approval for expenditure of \$2,000 from the Coming of Age budget for a certified Learning Lab contract trainer to provide the trainings to its nonprofit agency partners.

Issue and Opportunities:

This training offers nonprofit organizations the potential to better manage organizational change and build nonprofit capacity. Opportunity also exists for volunteer managers, human resources staff, executive directors, and board members within Travis County's nonprofit sector to apply learned insights and strategies to further their organization's mission and attract people over 50 to serve and contribute to their organization.

Budgetary and Fiscal Impact:

This line item for this expenditure is 15803000001 GL 512020 (Coming of Age In-house Training/Online Courses).

Background:

Coming Of Age

- Helps people age 50+ discover paths to a fulfilling and engaged future;
- Provides nonprofits with a range of training and technical expertise; and
- Provides a web-based, one-stop information and referral service, and connects adults 50+ to existing programs and services.

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

Deborah Britton, Division Director, Community Services, HHSVS

Sherri Fleming, County Executive, HHSVS



Cost Proposal

February 5, 2014

Client

Travis County Health & Human Services, *Coming of Age* Austin Metro

Primary Contact

Fred Lugo, 512-854-4105, fred.lugo@co.travis.tx.us

Reference

"Learning Lab: Capturing the Energy and Expertise of 50+"

Deliverables:

Meredith Garcia will deliver the "Learning Lab: Capturing the Energy and Expertise of People 50+," a four-session workshop series in which 10-15 participants (organizations identified by and partnering with *Coming of Age* Austin Metro) learn how to:

- Draw on the talents, skills, and passions of people 50+;
- Craft compelling opportunities that will appeal to them; develop effective ways to market their opportunities;
- Manage an intergenerational workforce; and create an outcomes driven action plan.

Cost:

Session #1: "Learning Lab: Capturing the Energy and Expertise of People 50+"

April 8, 2014 AM

\$250.00

Session #2: "Learning Lab: Capturing the Energy and Expertise of People 50+"

April 8, 2014 P.M.

\$250.00

Session #3: "Learning Lab: Capturing the Energy and Expertise of People 50+"

April 9, 2014 A.M.

\$250.00

Session #4: "Learning Lab: Capturing the Energy and Expertise of People 50+"

April 9, 2014 P.M.

\$250.00

AND



Session #1: "Learning Lab: Capturing the Energy and Expertise of People 50+"
September 9, 2014 AM
\$250.00

Session #2: "Learning Lab: Capturing the Energy and Expertise of People 50+"
September 9, 2014 P.M.
\$250.00

Session #3: "Learning Lab: Capturing the Energy and Expertise of People 50+"
September 10, 2014 A.M.
\$250.00

Session #4: "Learning Lab: Capturing the Energy and Expertise of People 50+"
September 10, 2014 P.M.
\$250.00

Justification for Services:

Coming of Age Austin Metro requests certified Learning Lab contract trainers to deliver the "Learning Lab: Capturing the Energy and Expertise of People 50+" workshop for a total of 4-sessions. Meredith Garcia has such experience and expertise and will provide *Coming of Age* Austin Metro with certified contract training services.

Coming of Age Austin Metro will provide the following materials for the "Learning Lab: Capturing the Energy & Expertise of People 50+."

- Training Room(s)
- Set-up of the training room(s)
- Laptop, projector, screen, and flash drive
- All "Learning Lab: Capturing the Energy & Expertise of People 50+" training materials such as PowerPoint presentations, facilitator's manual and participant workbooks and folders.
- Participant's surveys and evaluations
- Consent form for quotes to use for marketing purposes
- Roster and sign-in sheets
- Table of contents for activities
- Session agendas and getting ready checklists
- Training outlines
- Participant certificates
- Volunteer ad instructions
- Extension cords and surge protectors
- Name tags
- Pens/pencils/pencil sharpener/markers
- Scratch paper
- Flip charts



- Easels
- White board
- Tape
- Paperclips
- *Coming of Age* Austin Metro marketing materials
- Map of local restaurants in the area

Submitted by,

A handwritten signature in black ink that reads "Meredith Garcia". The signature is written in a cursive, flowing style.

Meredith Garcia



Travis County Commissioners Court Agenda Request

Meeting Date: February 18, 2014

Prepared By/Phone Number: Sara Krause/512-854-9230

Elected/Appointed Official/Dept. Head: Commissioner Bruce Todd

Commissioners Court Sponsor: Commissioner Bruce Todd

AGENDA LANGUAGE:

Consider and take appropriate action on the reappointment of Frank Fuentes to the Emergency Services District #4 Board of Commissioners beginning immediately through 12/31/2015.

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

STAFF RECOMMENDATIONS: N/A

ISSUES AND OPPORTUNITIES: N/A

FISCAL IMPACT AND SOURCE OF FUNDING: N/A

REQUIRED AUTHORIZATIONS: N/A



Travis County Commissioners Court Agenda Request

Meeting Date: February 18, 2014

Prepared By/Phone Number: Andrea Shields, Manager/854-9116

Elected/Appointed Official/Dept. Head: Leslie Browder, County Executive, Planning and Budget/854-9106

Commissioners Court Sponsor: Samuel T. Biscoe, President

AGENDA LANGUAGE:

1. Approve Resolution of Support for the Art at Bratton's Edge Development
2. Approve Resolution concerning Art at Bratton's Edge Development related to low income tax credits, location and construction of development.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS: (see attached).

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.

RESOLUTION OF THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS IN
SUPPORT OF PROPOSED TAX CREDIT DEVELOPMENT

WHEREAS, Wolfpack Group, LLC has proposed a development for affordable rental housing to be located at the southeast corner of Long Vista and Bratton Lane, Austin, Texas named Art at Bratton's Edge (the "Development") in the City of Austin ETJ, Wells Branch Census Designated Place, Travis County, Texas; and

WHEREAS, there is a need for affordable housing for Travis County citizens of low and moderate income; and

WHEREAS, Wolfpack Group, LLC intends to submit an application (the "Application") to the Texas Department of Housing and Community Affairs ("TDHCA") for 2014 Low Income Housing Tax Credit Program funds for the Development; and

WHEREAS, the 2014 Qualified Allocation Plan issued by TDHCA awards additional points to an applicant for the funding of tax credits that secures a match of local funds in the form of a loan or in kind contribution; and

WHEREAS, Travis County is not a related party to the Applicant.

NOW, THEREFORE, BE IT RESOLVED THAT Travis County, Texas supports the Development.

PASSED AND ADOPTED on February 18, 2014.

COMMISSIONERS COURT OF
TRAVIS COUNTY, TEXAS

County Judge

ATTEST:

County Clerk

**RESOLUTION OF THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS
APPROVING LOCATION OF LOW INCOME TAX CREDIT DEVELOPMENT AND
SUPPORTING SUCH DEVELOPMENT**

WHEREAS, Wolfpack Group, LLC has proposed a development for affordable rental housing to be located at the southeast corner of Long Vista and Bratton Lane, Austin, Texas named Art at Bratton's Edge (the "Development") in the City of Austin ETJ, Wells Branch Census Designated Place, Travis County, Texas; and

WHEREAS, there is a need for affordable housing for Travis County citizens of low and moderate income; and

WHEREAS, Wolfpack Group, LLC intends to submit an application (the "Application") to the Texas Department of Housing and Community Affairs ("TDHCA") for 2014 Low Income Housing Tax Credit Program funds for the Development; and

WHEREAS, the 2014 Qualified Allocation Plan issued by TDHCA awards additional points to an applicant for the funding of tax credits that secures a match of local funds in the form of a loan or in kind contribution; and

WHEREAS, Travis County is not a related party to the Applicant.

NOW THEREFORE BE IT:

RESOLVED, that as provided in 10 Texas Administrative Code §11.3(c), Travis County, Texas hereby acknowledges that the proposed Development is located one linear mile or less from a development that serves the same type of household as the proposed Development and has received an allocation of Housing Tax Credits (or private activity bonds) for new construction since January 2, 2011; and

FURTHER RESOLVED, that Travis County, Texas hereby supports the proposed Development and confirms that its governing body has voted specifically to allow the construction of the Development (only upon receipt of all necessary building and development permits) and to authorize the Texas Department of Housing and Community Affairs to allocate Housing Tax Credits for the Development, and

FURTHER RESOLVED that for and on behalf of the Travis County Commissioners Court, Samuel T. Biscoe, Travis County Judge, is hereby authorized, empowered, and directed to certify this resolution to the Texas Department of Housing and Community Affairs.

PASSED AND ADOPTED on February 18, 2014.

COMMISSIONERS COURT OF
TRAVIS COUNTY, TEXAS

County Judge

ATTEST:

County Clerk



NAMAN HOWELL
SMITH & LEE^{PLLC}
ATTORNEYS AT LAW

MEMORANDUM
from
William C. Blount

8310 N. Capital of Texas
Highway, Suite 490
Austin, Texas 78731
(512) 479-0300
Fax (512) 474-1901

Offices in:

· Austin
· Fort Worth
· San Antonio
· Waco

www.namanhowell.com

TO: Travis County Judge and County Commissioners
Board of Directors of
Travis County Housing Finance Corporation

DATE: February 7, 2014

RE: Consideration of request to provide loans for developers of multifamily residential tax credit properties in the 2014 9% tax credit round

Agenda Date: February 11, 2014

As occurred last year, the housing finance corporation staff has been approached regarding the possibility of providing loans to developers of affordable tax credit properties in order to assist the developers with obtaining additional points in the very competitive tax credit application process administered by TDHCA.

Brief Summary of 9% Tax Credit System

The 9% tax credit program is a Federal government program available to developers of affordable housing in their efforts to provide housing to low income residents. Essentially, a developer is awarded tax credits which it can then sell (or syndicate) in exchange for equity contributions which provide a portion of the funds to acquire and construct a project. In Texas, TDHCA administers the program and publishes a Qualified Allocation Plan ("QAP") each year to set forth the rules on which it will base its awarding of 9% tax credits in Texas. As you may recall from last year, the process is quite competitive. TDHCA's plan sets out the standards which it will apply to award applicants points for various aspects of proposed projects. The full QAP is online at <http://www.tdhca.state.tx.us/multifamily/docs/14-GovApprvdQAP.pdf>.

A revised criteria for obtaining points last year was the provision of development funding by a unit of general local government. Essentially, an applicant gains a relatively large number of points by obtaining local support in the form of a development loan from the local government.

For a proposed project in the county but outside of any city limits, that support can come from an entity such as TCHFC. For a project inside of a city, that support can come from the city or the county government.

New 15-year Loan Provision

This year, an additional point was added for applicants that obtain permanent loan financing from a local government entity that has a minimum term of 15 years, amortization of 30 years and an interest rate of 3% or less. Further, the applicant must certify that it intends maintain the funding for the 15-year term, barring unanticipated events.

Tax Credit applications from the developers are due to TDHCA on March 1. The developers at this point would only need a letter stating that the developer has applied for funding. However, the staff does not want to provide the confirmation letter if the loan program is something that neither the Commissioners Court nor the Board of TCHFC desire to establish. The actual loan transaction would occur in August or later if that developer receives an allocation in July.

cc: Karen Thigpen
Andrea Shields

TRAVIS COUNTY HOUSING FINANCE CORPORATION

DATE: January 22, 2014

TO: Board of Directors

FROM: Andrea Shields, Manager

SUBJECT: Changes to the State's 2014 Qualified Allocation Plan for 9% Tax Credit Allocations

January begins the State's 9% tax credit application cycle, and staff wanted to remind the Board of the requirements of the State's program and Qualified Allocation Plan ("QAP"), and inform you of changes to the QAP for 2014. The State issued a log of pre-applications for tax credit funding this week. A pre-application notifies TDHCA of the intent to submit a full application for tax credits on a particular project. The developer of one of the projects in Travis County, Art at Bratton's Edge located in Precinct 2, has contacted the Corporations already.

9% Tax Credit System

The 9% tax credit program is a Federal government program to assist developers of affordable housing in their efforts to provide housing to low income individuals and families. A developer is awarded tax credits which it exchanges for equity contributions which provide a portion of the funds to acquire and construct the project. In Texas, TDHCA administers the program and publishes a QAP to set forth the rules on which it will base its award of 9% tax credits in Texas. The process is quite competitive. TDHCA's plan sets out the standards which it applies to award applicants points for various aspects of a project, such as sponsor characteristics, low-income set asides, tenant services, proximity to schools, community support, etc. The full QAP is available online at <http://www.tdhca.state.tx.us/multifamily/docs/14-GovApprvdQAP.pdf>.

One criterion for obtaining points is the provision of development funding by a unit of general local government, similar to the 2013 cycle. An applicant may gain a relatively large number of points by obtaining local support in the form of a development loan from the local government. For a proposed project in the county but outside of any city limits, that support can come from an entity such as TCHFC. For a project inside city limits, support can come from the city or the county government. In the case of Travis County, the TCHFC is the only entity that is qualified per the QAP and willing to offer these loans to developers to construct affordable housing in non-incorporated Travis County or the ETJ. This means without TCHFC participation in this program, projects outside the city limits but in the county or ETJ

would not be able to receive points for development funding by a unit of general local government, which would render their application automatically uncompetitive.

TCHFC's 9% Tax Credit Loan Program

In 2013, TCHFC committed loan funding to a developer and the project, Windy Ridge Apartments, was awarded tax credits. The loan will close in the 1st quarter of this year and is for \$1.8 million. Due to the size of the commitment, TCHFC is coordinating with Transpecos Bank to provide the funds, with a loan structure approved by both TDHCA and the Board of Directors. The loan is for a stated term of 5 years; however, these loans are generally repaid within 30 to 180 days of the developer closing on its funding. It is not anticipated that the loan will be outstanding for longer than 180 days. It is anticipated that the developer will pay an application fee, pay for all costs (legal, etc.) of documenting the loan and pay an origination fee in order to obtain the loan. These terms are consistent with the 2014 QAP requirements as well.

Changes to the 2014 QAP

Long-Term Local Government Loans

A new feature in the 2014 QAP is an additional criterion for points under local government funding: the developer may receive an additional point if the unit of local government commits to provide a long-term loan with a term of 15 years, an amortization of 30 years, and an interest rate of no more than 3 percent. Again, it is anticipated that the developer would pay an application fee, pay for all costs (legal, etc.) of documenting the loan and pay an origination fee in order to obtain the loan. The TCHFC staff would consider these loans on a case by case basis if the Board is willing to permit it. We will bring this to the Board as an action item on the agenda in February.

Resolutions of Support from Local Government

Another change to the 2014 QAP is the requirement of resolutions of support from local governmental bodies, and this is also a major scoring criterion with a similar value to the unit of local government loans. All applications for projects located within Travis County or an ETJ, but outside the limits of a city will be required to include a resolution from the Commissioner's Court that either supports the project (this allows the maximum points) or a resolution from the Commissioner's Court stating there is no objection to the project (lesser points). Developers will likely be approaching your offices about these resolutions over the next couple of months. You all are welcome to refer the developers to staff, and we can assist them in getting the resolution request onto the Court's agenda. Staff will ensure that a brief on each project is included in the backup or presented to the Board/Court prior to the agenda item.

Timeline

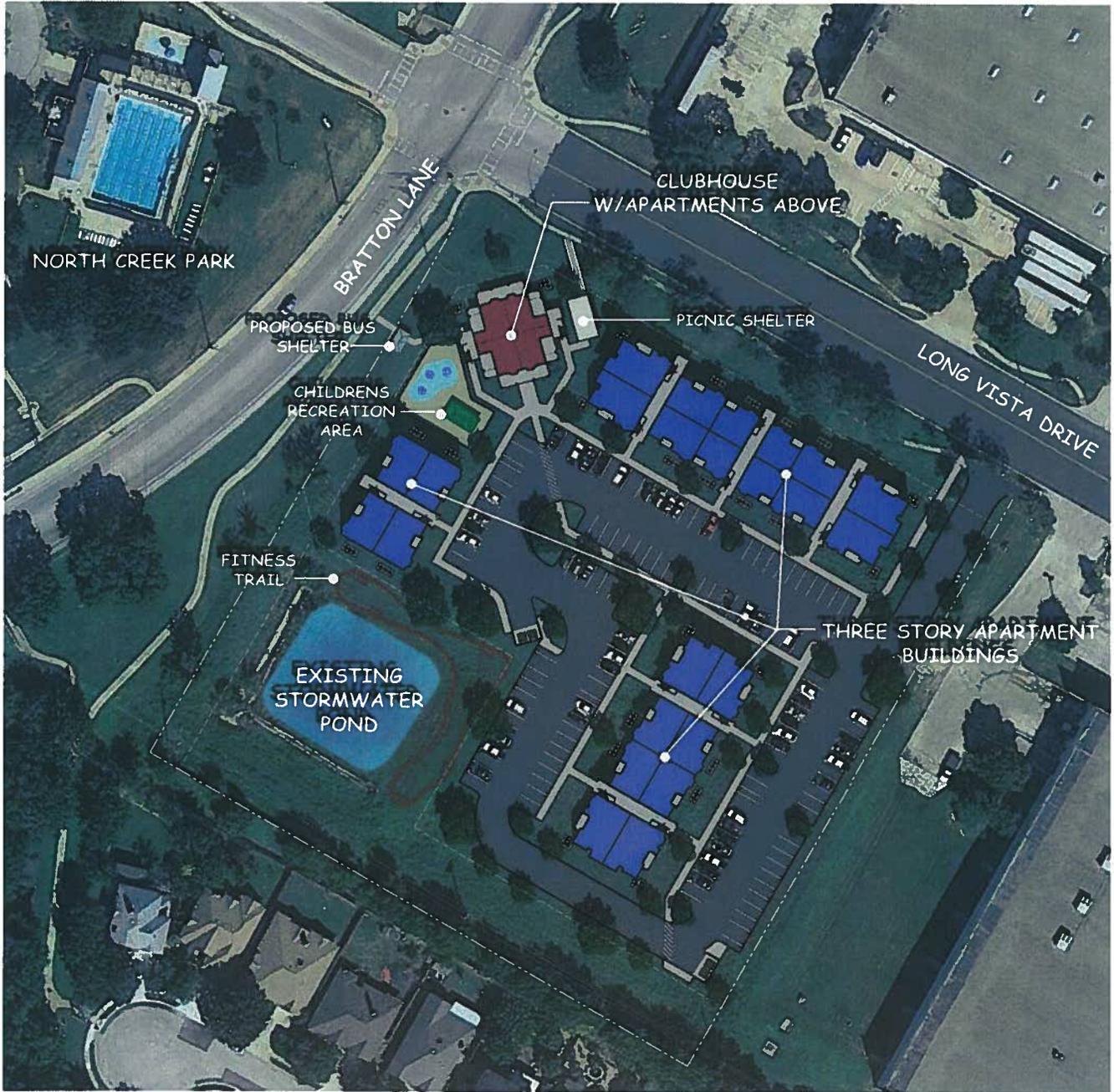
Long-Term Local Government Loans

Tax Credit applications from the developers are due to TDHCA on March 1. Developers seeking funding will require a letter stating that the developer has applied for funding by the end of February. However, TCHFC staff requests direction from the Board on the long term loans. We do not want to provide the confirmation letter if the long term loans are something that neither the Commissioners Court nor the Board desire to establish. We will bring this to the Board as an action item on the agenda in February. Again, the loans would only be made to developers who received an allocation of tax credits from TDHCA.

Resolutions of Support from Local Government

The resolutions of support from local governmental bodies must be dated prior to April 1, 2014, so we would anticipate most inquiries in February and March of this year. Again, you are welcome to refer the developers to Corporation's staff, and we can assist them in getting the resolution request onto the Court's agenda to alleviate any burden on your staff members.

cc: Cliff Blount, Naman Howell
Leslie Browder, County Executive, Planning and Budget



NORTH CREEK PARK

BRATTON LANE

CLUBHOUSE
W/APARTMENTS ABOVE

PICNIC SHELTER

PROPOSED BUS
SHELTER

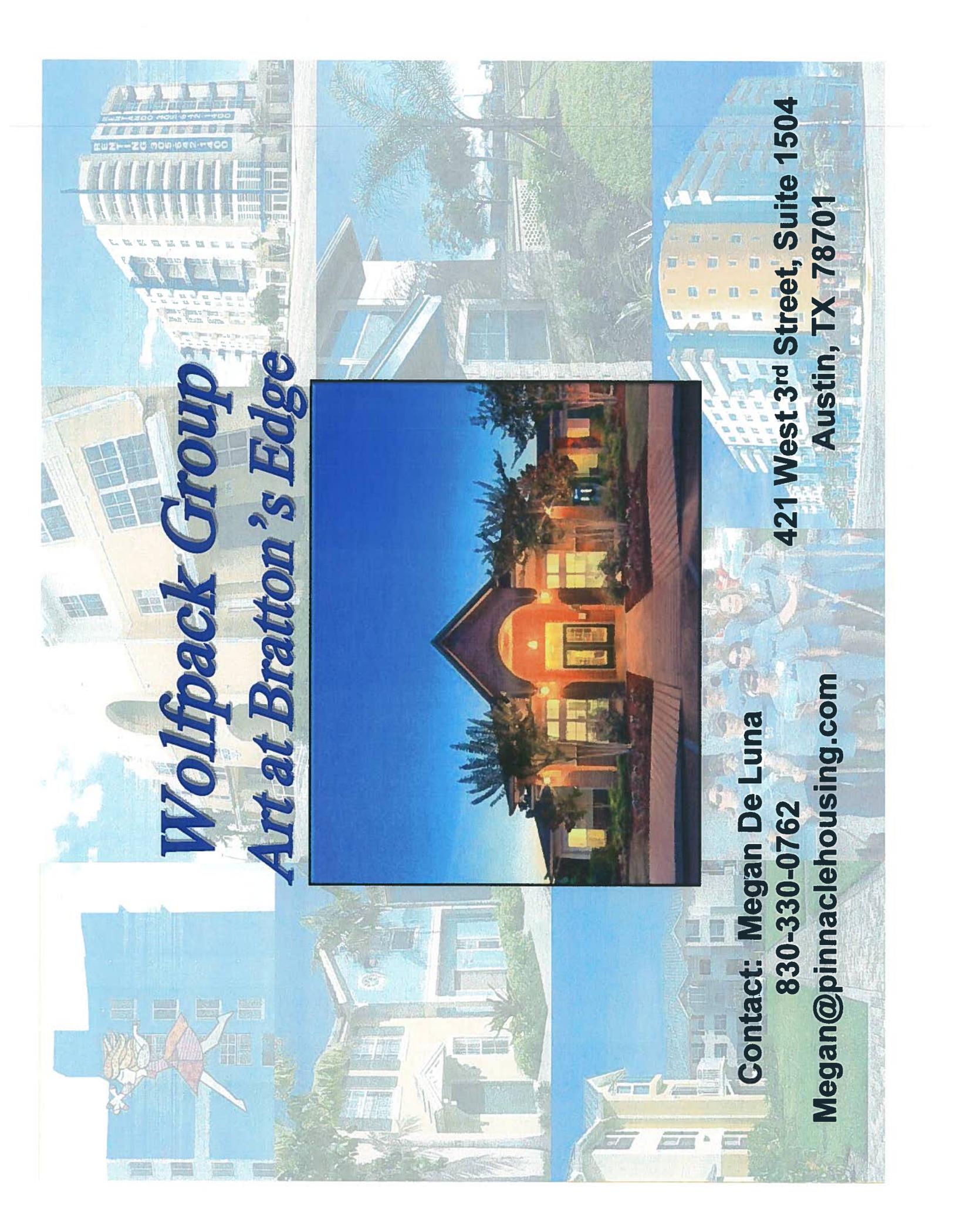
CHILDRENS
RECREATION
AREA

LONG VISTA DRIVE

FITNESS
TRAIL

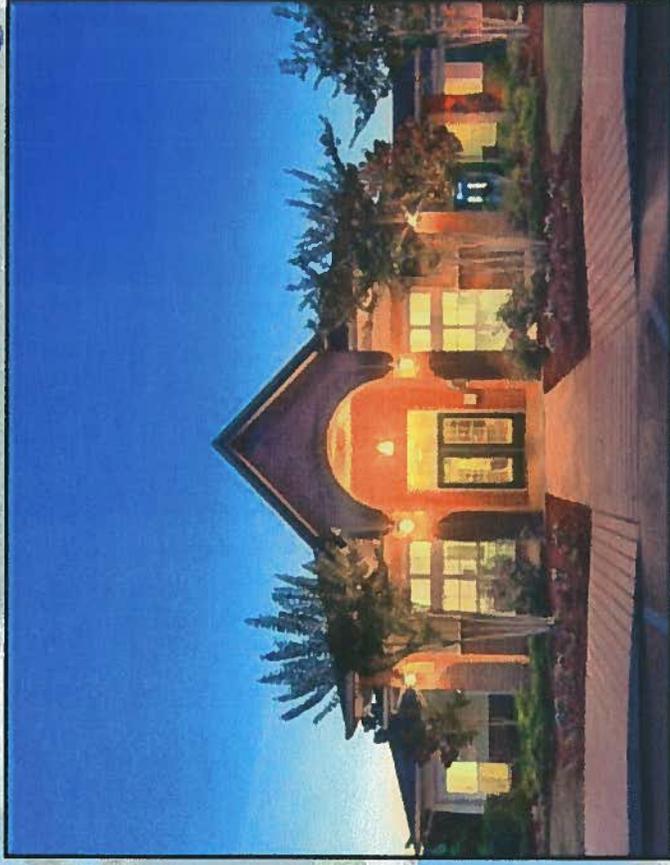
EXISTING
STORMWATER
POND

THREE STORY APARTMENT
BUILDINGS



Wolfpack Group

Art at Bratton's Edge



Contact: Megan De Luna
830-330-0762
Megan@pinnaclehousing.com

421 West 3rd Street, Suite 1504
Austin, TX 78701



Development Team

- Owned by a Partner in Pinnacle Housing Group, 15+ years experience in affordable housing, portfolio of 6,000+ units
- Ranked seventh (7th) among Affordable Housing Finance Magazine's "Top 50" affordable developers nationally in 2011
- Innovative, **financially sound** with proven track record of operating quality communities
- 50 communities currently 96%+ occupied & cash flowing
- Expansion into Texas – 8 awards from TDHCA in last 4 years.



Commitment to Excellence

Amenity-Rich Communities



What sets us apart

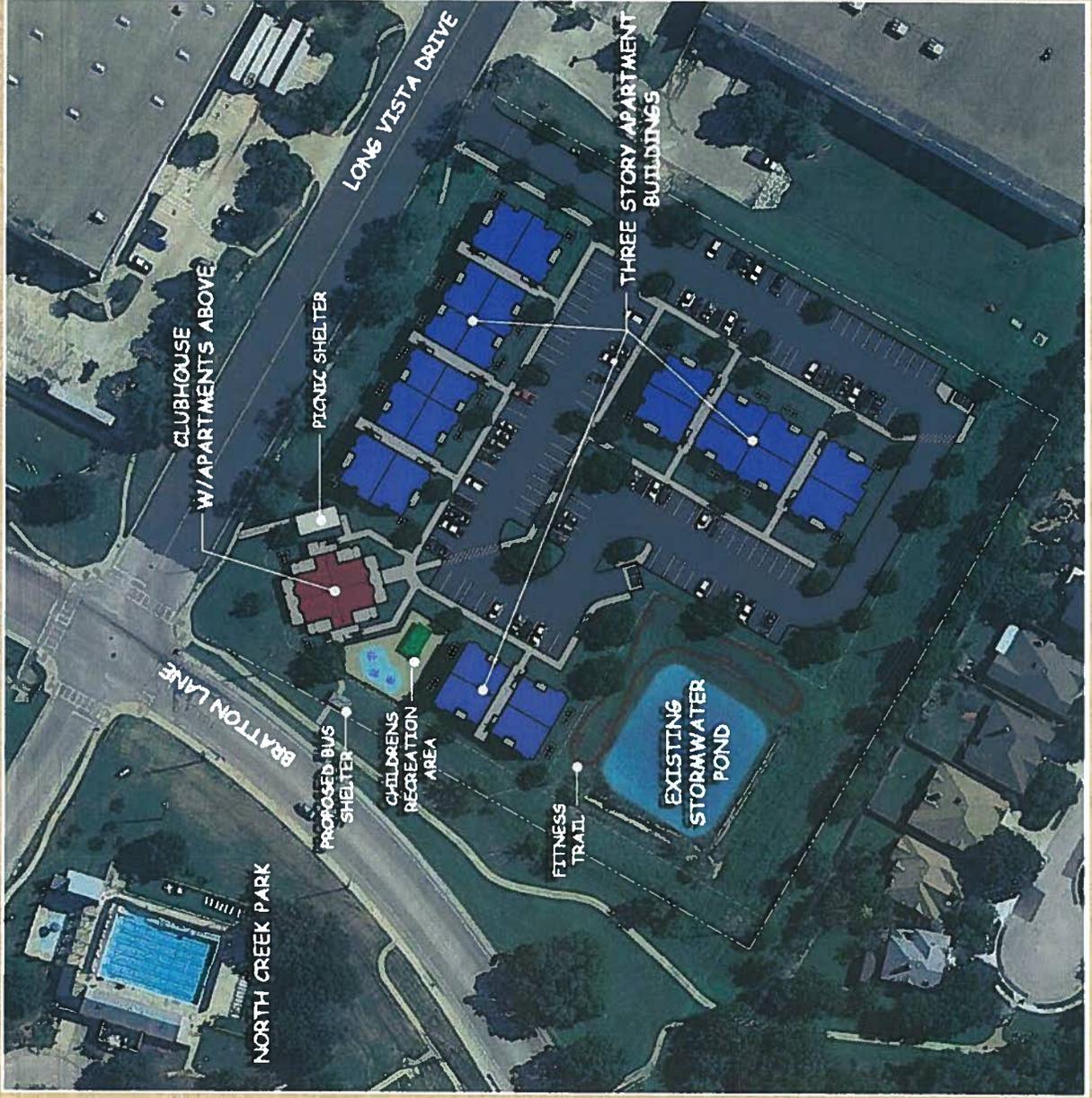
- **Green Development Practices**
 - Energy efficient, promote water conservation, reduce resident burden
- **Art in Public Places**
 - Use of local artisans, fosters community pride
- **Management Practices**
 - Instill pride in community through careful resident selection, programming, and customer service
- **Resident programs, career counseling & job training**
- **Health screening & nutritional education**



Commitment to Excellence

Amenity-Rich Communities

Art at Bratton's Edge Location

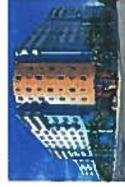
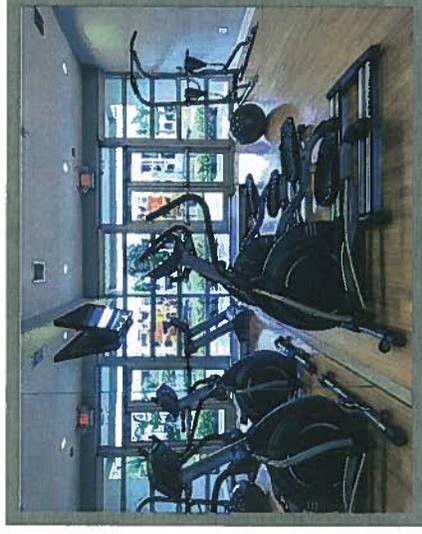




Key Points of the Development

Mixed income development

- 76 total units
- Mixed Income Development
- 30%, 50%, 60% AMI and Market Rate
- Site is located in the City of Austin ETJ and the Wells Branch CDP
- Site layout provides a buffer between surrounding uses
- Proposed bus shelter



Commitment to Excellence

Amenity-Rich Communities



Proposed Unit Details and Features

Unit Mix

16- 1bedroom

44- 2 bedroom

16- 3 bedroom

Sizes

1 BR= 750 sq ft

2 BR= 975 sq ft

3 BR= 1175 sq ft

Unit amenities may include:

dishwasher, microwave, solid surface countertops and vanities, high efficiency appliances and lighting, hard surface flooring, walk-in closets and tile tub surrounds

Commitment to Excellence

Amenity-Rich Communities





Clubhouse Amenities

- Business Center
- Children's Playground
- 24 hr Fitness Center
- Multi-purpose room with kitchen
- Art in Public Places program



Commitment to Excellence

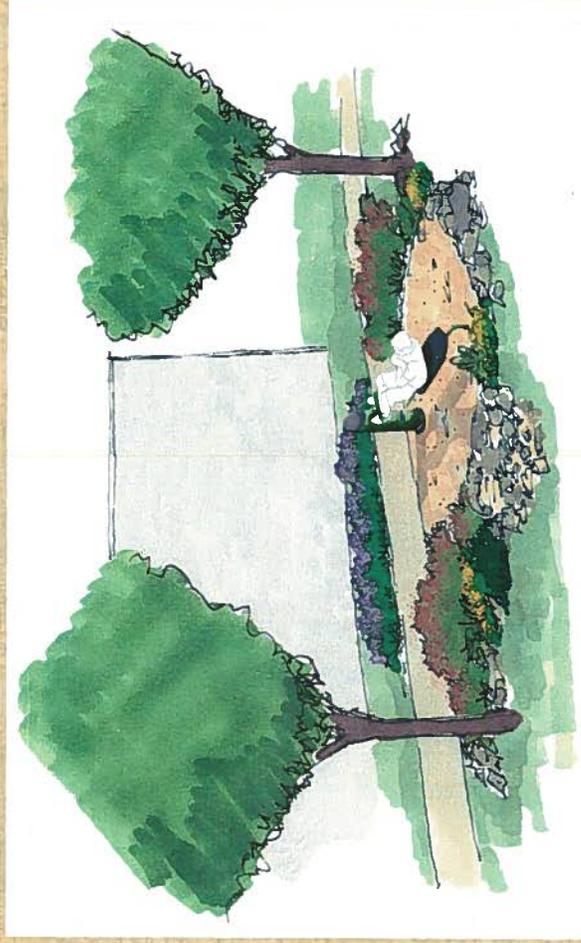
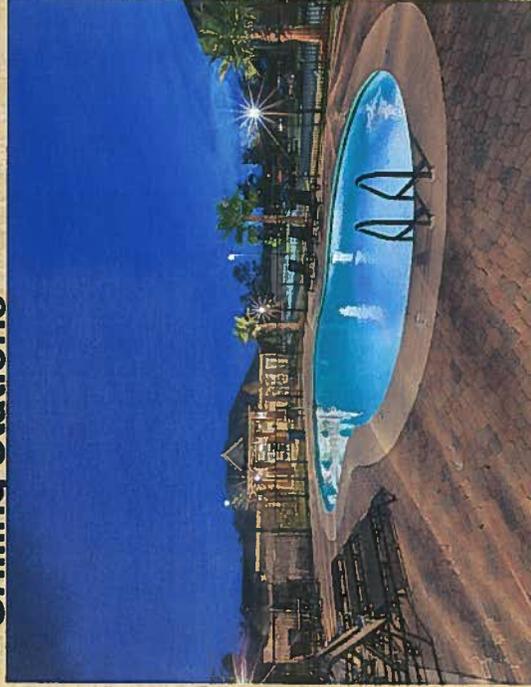


Amenity-Rich Communities

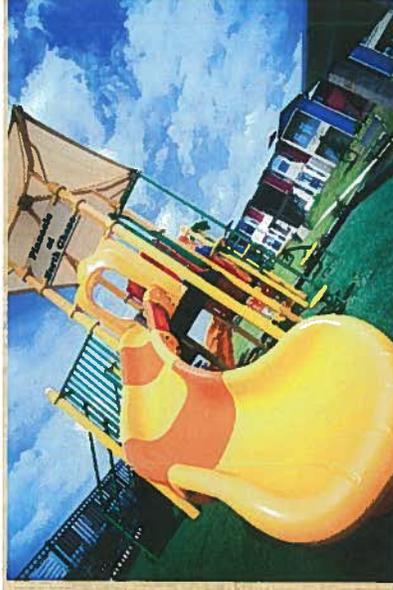


Site Amenities

- Playground, Picnic Areas
- Active Recreation Areas
- 24- hr Fitness Center
- Grilling Stations



- Outdoor Fitness Stations
- Pool or Splash Pad
- Business Center

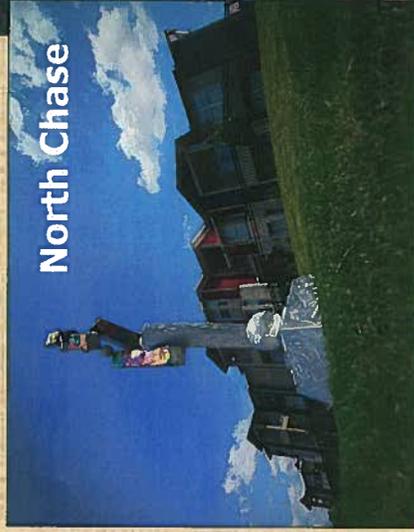


Commitment to Excellence

Amenity-Rich Communities



Art in Public Places



North Chase



Crystal Lake



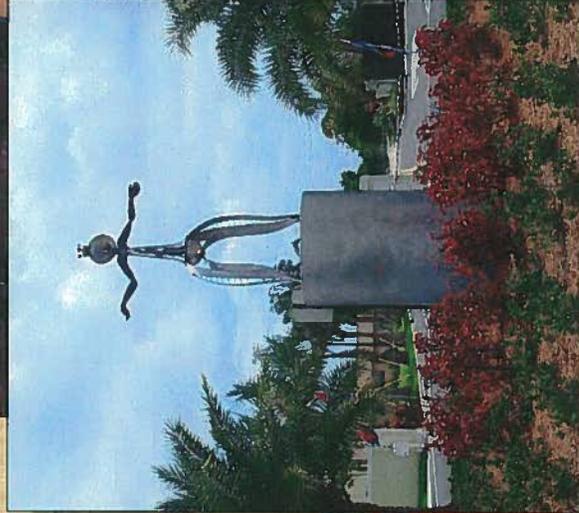
Pinnacle Village



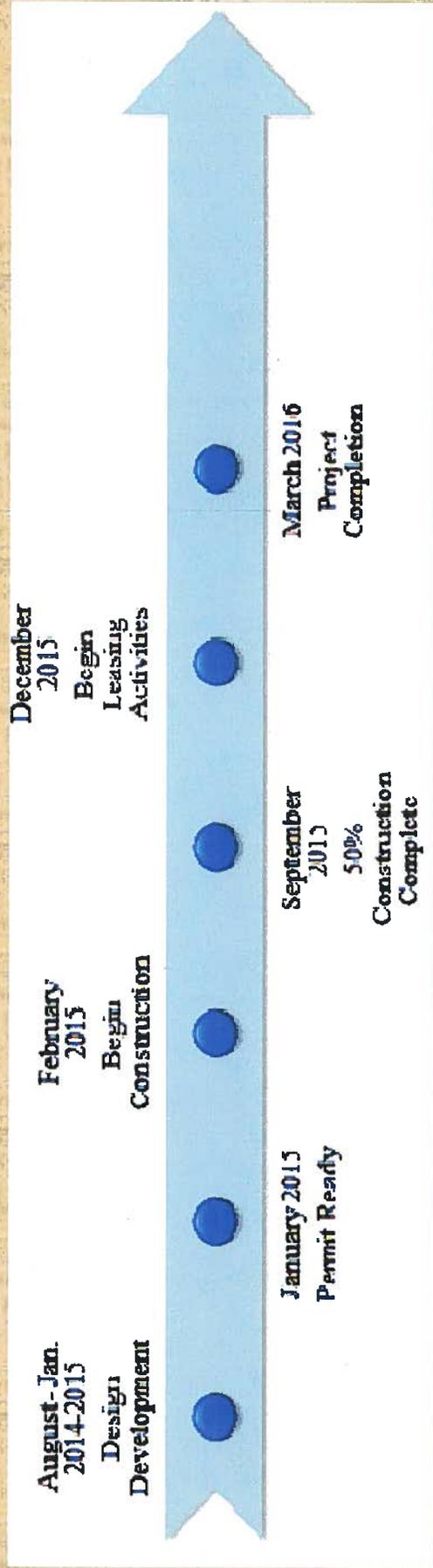
Goodbread Hills



Friendship Tower



Project Timeline

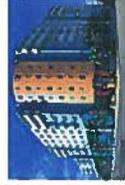


Commitment to Excellence *Amenity-Rich Communities*



Travis County Participation

- Resolution of Support
- Local Government Commitment to Funding as required per the 2014 TDHCA Qualified Allocation Plan of \$1,800 per affordable unit
- Estimated at \$124,200
- Will increase the availability of high quality affordable housing stock in for Austin and the surrounding area

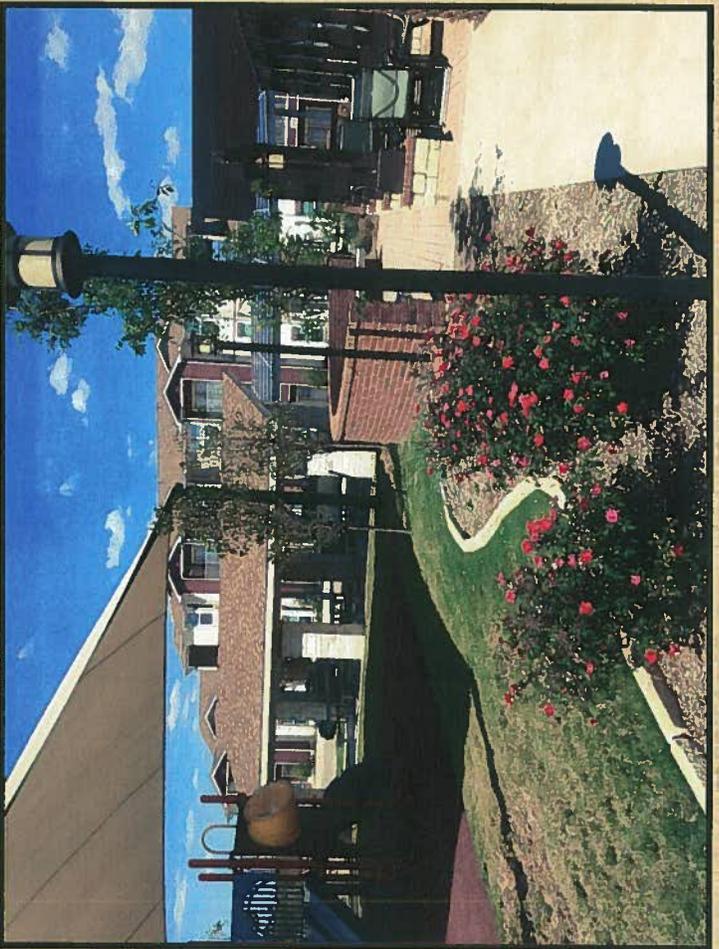
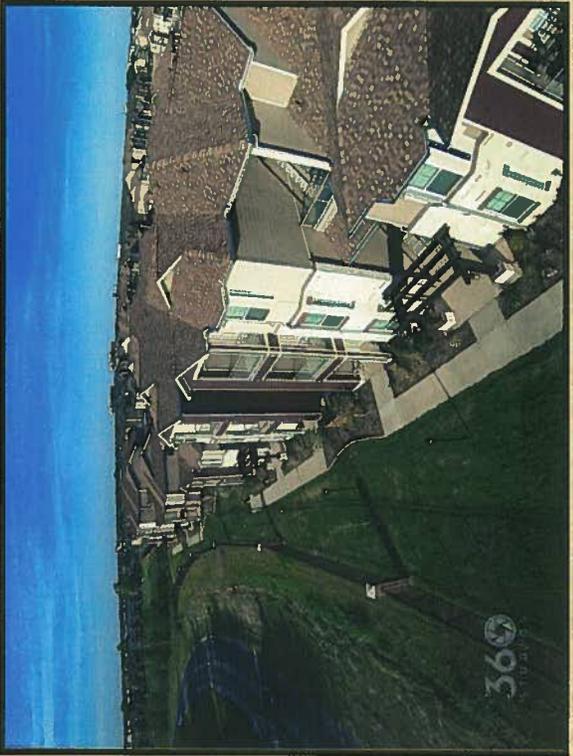


Commitment to Excellence

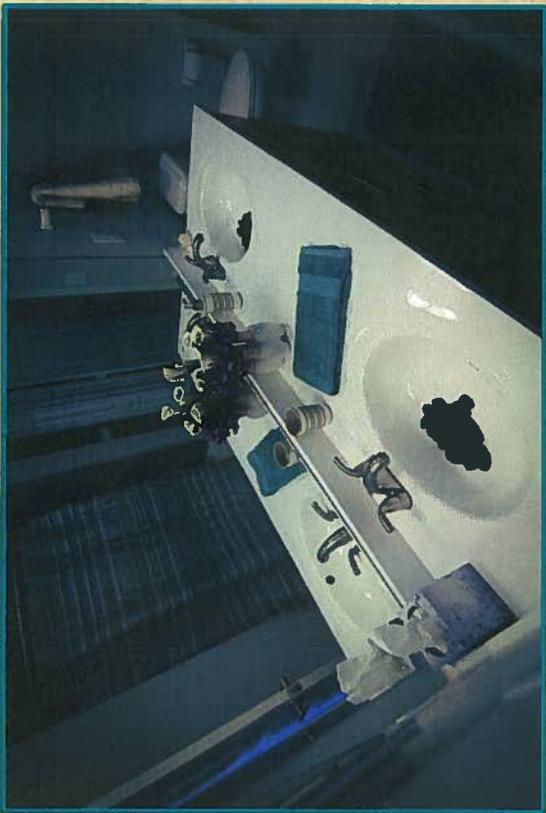
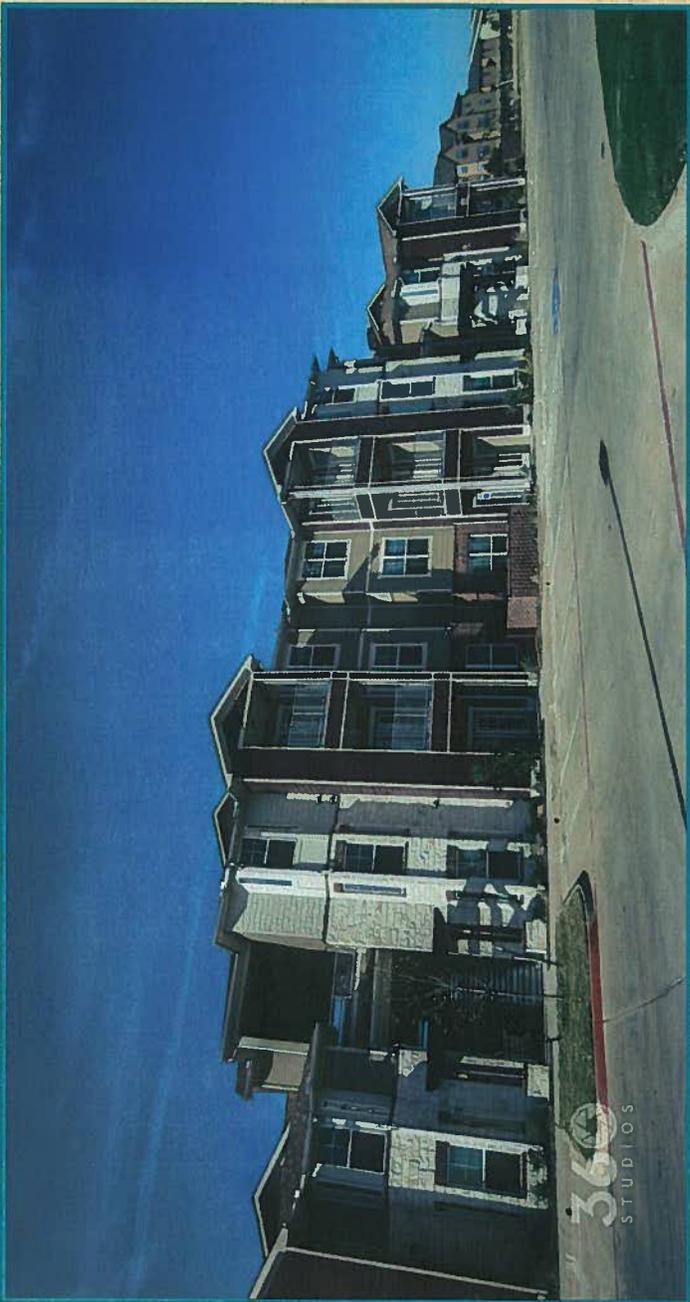
Amenity-Rich Communities

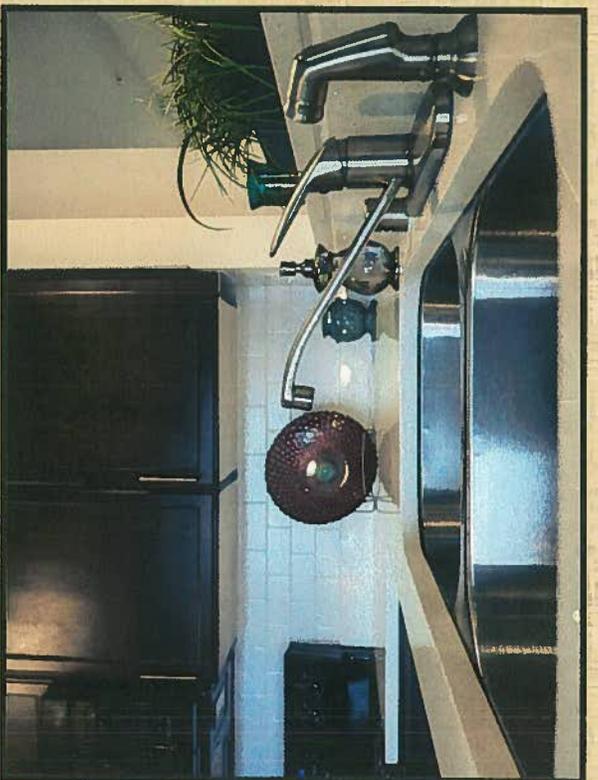
Development Examples

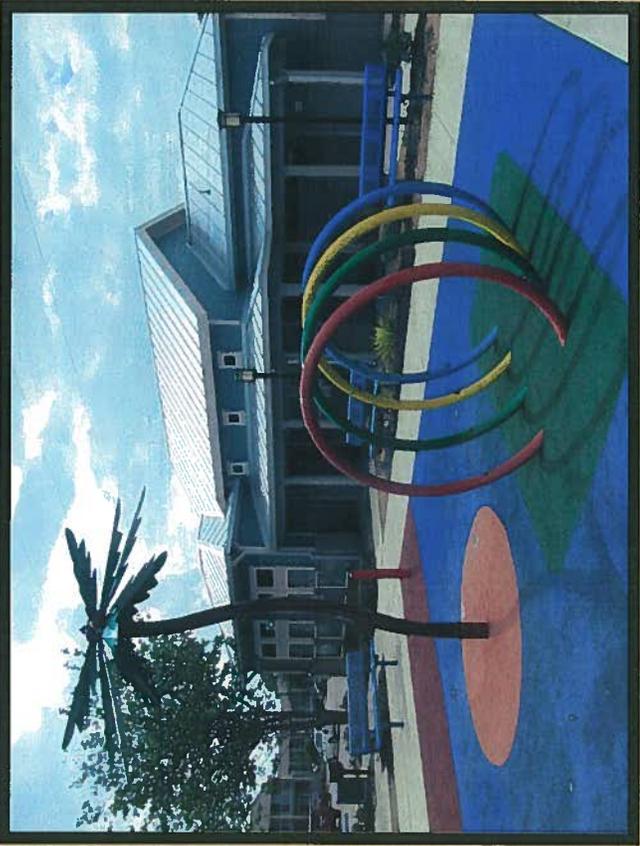


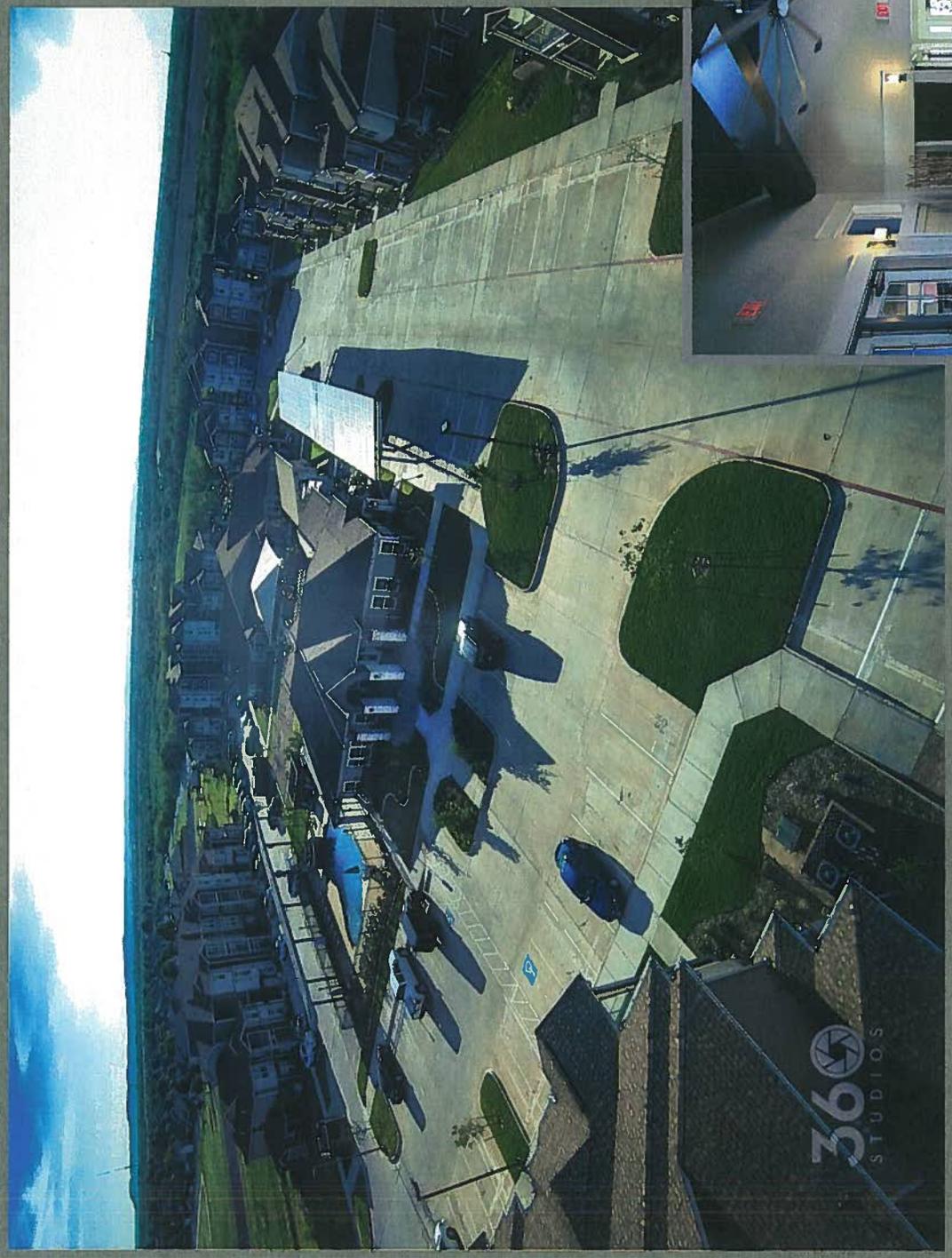
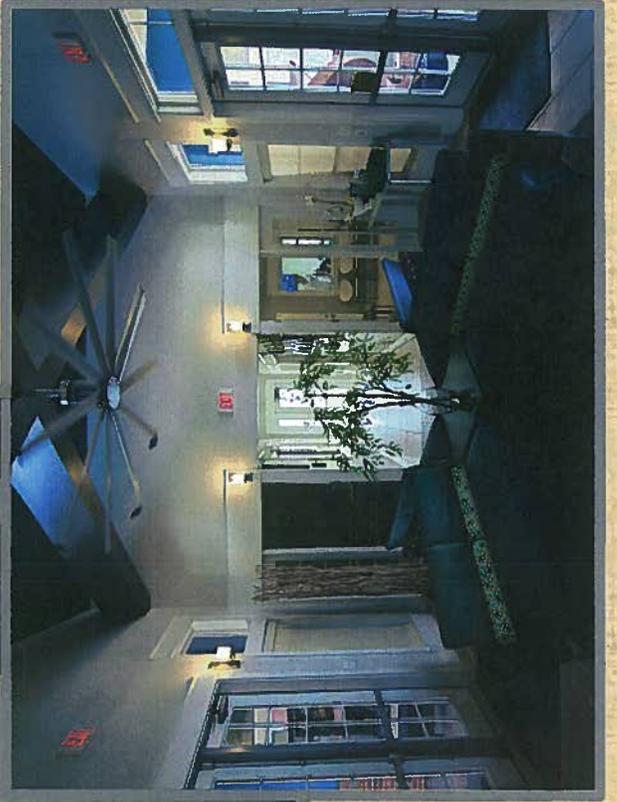




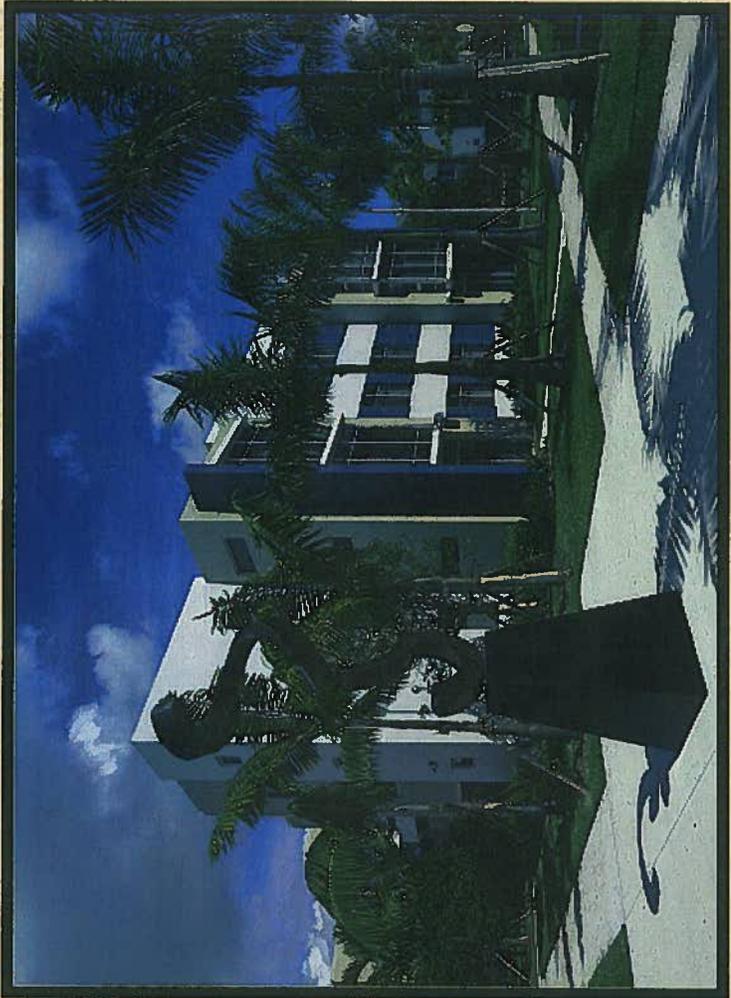




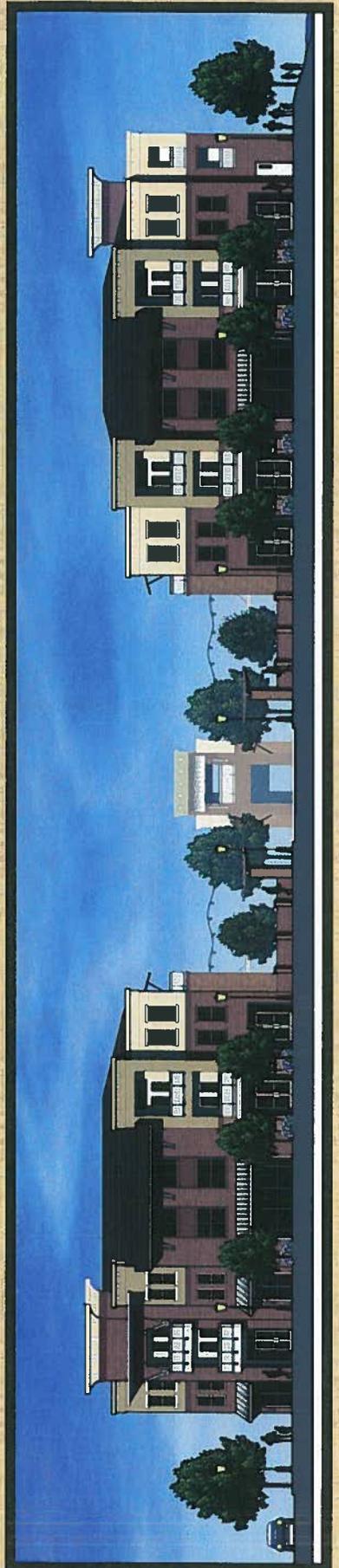


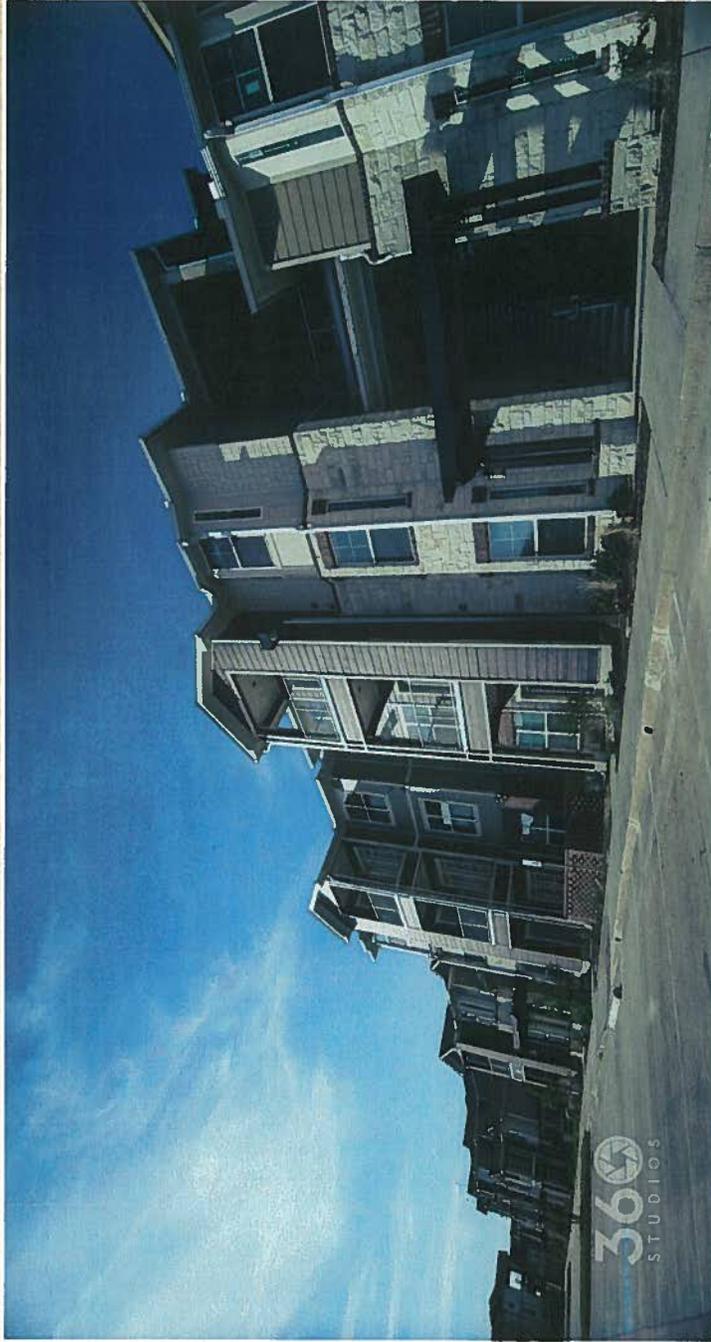


Florida Project Examples



Upcoming Projects





**For more information:
Please see our website
at**

www.pinnaclehousing.com

Commitment to Excellence Amenity-Rich Communities





Travis County Commissioners Court Agenda Request

Meeting Date: February 4, 2014, Executive Session

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

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

County Executive: Leslie Browder, Planning and Budget, 854-9106

Sponsoring Court Members: County Judge Samuel T. Biscoe

A handwritten signature in blue ink, which appears to read "Roger El Khoury", is written over the right side of the contact information.

AGENDA LANGUAGE:

Consider and take appropriate action regarding the potential sites in Travis County for the new Medical Examiner Office facility (Exec Session Gov't Code Ann 551.071 & 551.072).

BACKGROUND/SUMMARY OF REQUEST:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:



Travis County Commissioners Court Agenda Request

Meeting Date: February 18, 2014 Executive Session

Prepared By: Wendy Connally **Phone #:** (512) 854-7214

Division Director/Manager: Jon White, Division Director NREQ

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 acquisition three conservation easements in Eastern Travis County in connection with Travis County Conservation Easement Program in Precinct One.

(EXECUTIVE SESSION PURSUANT TO GOV'T. CODE ANN §551.071, CONSULTATION WITH ATTORNEY, AND GOV'T. CODE ANN §551.072, REAL PROPERTY)

BACKGROUND/SUMMARY OF REQUEST:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

ATTACHMENTS/EXHIBITS:

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	(512) 854-4239
Steven M. Manilla	County Executive	TNR	(512) 854-9429
Jon White	Division Director	NREQ	(512) 854-7212

CC:

Chris Gilmore	Assistant County Attorney	County Attorney's Office	(512) 854-9455
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Tom Nuckols	County Attorney	County Attorney's Office	(512) 854-9415

: :
0801 - NREQ-



Travis County Commissioners Court Agenda Request

Meeting Date: February 18, 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: Consider and take appropriate action on Auditor Review of NE Metro Park Amenities Phase III Project – Contract No. 4400000128. (Executive Session)

- The purpose of the NE Metro Park Amenities Phase III project was to build a new park road and other amenities (restrooms, picnic shelters, landscaping, etc.) at the NE Metro Park, to be used in conjunction with the park's new skatepark facility. This project was awarded to the lowest bidder (the "Contractor") for \$2,298,923.46 on September 27, 2011. To date, the Contractor has been paid this amount, plus \$214,453.56 on three change orders requested by the Contractor, less \$29,000 in retainage held by the County.
- On August 23, 2013, the Contractor submitted a 4th request for additional compensation. Due to this event and also because of the numerous issues that have arisen during this project, the Purchasing Agent and the Transportation and Natural Resources department requested that the Auditor's Office perform a review of the project in accordance with Contract Item 10.2, *Maintenance of and Right of Access to Records*. The findings from this review are as outlined in the attached letter from the County Auditor and Purchasing Agent.
- We would like to discuss the audit findings with the Court so that an informed decision can be made related to the Contractor's pending claim of \$10,429.23 and outstanding retainage still held by Travis County in the amount of \$29,000.
- **Contract Expenditures:** \$2,484,377.02 has been spent against this contract/requirement.

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-Related Information: N/A**

Award Amount:

Contract Type:

Contract Period:

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

Modification Amount:

Modification Type:

Modification Period:

➤ **Solicitation-Related Information:**

Solicitations Sent: N/A

Responses Received: N/A

HUB Information: N/A

% HUB Subcontractor: N/A

➤ **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: N/A**

- Shopping Cart/Funds Reservation in SAP:
- Funding Account(s): N/A
- Comments: N/A

TRAVIS COUNTY
AUDITOR'S OFFICE

NICKI RILEY, CPA
COUNTY AUDITOR



TRAVIS COUNTY
700 LAVACA
P.O. BOX 1748
AUSTIN, TX. 78767
(512) 854-9125
FAX: (512) 854-9164

To: Commissioners Court

From: Nicki Riley, Travis County Auditor
Cyd Grimes, Travis County Purchasing Agent

Date: January 10, 2014

Re: Auditor Review of NE Metro Park Amenities Phase III Project - Contract #4400000128

Background:

The purpose of the NE Metro Park Amenities Phase III project was to build a new park road and other amenities (restrooms, picnic shelters, landscaping, etc.) at the NE Metro Park, to be used in conjunction with the park's new skatepark facility. This project was awarded to the lowest bidder (the "Contractor") for \$2,298,923.46 on September 27, 2011. To date, the Contractor has been paid this amount, less \$29,000 in retainage still held by the County, as well as \$214,453.56 on three claims made by the Contractor for additional compensation.

On August 23, 2013, the Contractor submitted a 4th claim for additional compensation. Due to this event and also because of the numerous issues that have arisen during this project, the Purchasing Agent and the Transportation and Natural Resources department requested that the Auditor's Office perform a review of the project in accordance with Contract Item 10.2, *Maintenance of and Right of Access to Records*. The findings from this review are below.

Findings of Review of Contract:

Contractor's 4th claim for additional compensation - Contractor provided no valid evidence in accordance with the contract to support their 4th claim for additional compensation.

50% labor contribution compliance - The Contractor did not meet its contractual requirement to provide 50% or more of the labor on this project. Contractor employees contributed only 13.4% of the labor on this project, most of which was administrative and managerial in nature.

Subcontractor contract compliance - A number of the subcontractors on this contract have not yet been completely paid for services and products provided in accordance with the contract. Many subcontractors stated that they have had difficulty receiving payments from the Contractor.

Prevailing wage compliance - The Contractor did not retain supporting documentation related to prevailing wage payments as required by this contract and by statute.

Quality of Work - There were numerous issues with the quality of work performed on this project, both during construction and the warranty period. Some warranty issues have yet to be repaired or were repaired by Travis County employees at an additional expense to Travis County taxpayers. Costs to repair and increased maintenance costs to the park will be incurred due to the poor quality of the Contractor's work.

Conclusion:

Memo to Commissioners Court
Auditor Review of NE Metro Park Contract
January 10, 2014
Page Two (2)

We would like to make the Court aware of these audit findings so that an informed decision can be made related to the Contractor's pending claim of \$10,429.23 and outstanding retainage still held by Travis County in the amount of \$29,000. We recommend not utilizing this Contractor for future projects due to the issues that occurred on this project and other past projects.



Travis County Commissioners Court Agenda Request

Meeting Date: February 18, 2014

Prepared By/Phone Number: Norma Guerra, 854-9444

Elected/Appointed Official/Dept. Head: Commissioner Margaret J. Gómez

Commissioners Court Sponsor: Commissioner Margaret J. Gómez

AGENDA LANGUAGE: Approve Resolution saluting Dove Springs Proud for their commitment to the betterment of the community.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

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

Travis County Commissioners Court



Resolution

WHEREAS, the Dove Springs Proud Civic group is a community of hard working people who live and serve the Dove Springs neighborhood located in South East Austin; and,

WHEREAS, the Dove Springs Proud Community is strong in faith and dedicated to the preservation and advancement of their community; and,

WHEREAS, this Community is comprised of generations of families who have grown up together, and have worked side by side to better their community and enable it to be a strong proactive voice that not only secures resources for the Dove Springs Neighborhood but encourages its residents to be a voice for the issues that impact the neighborhood such as health and education; and,

WHEREAS, All the residents, past and current, strive to support the youth of this Community empowering them to continue their education so that they can set and meet their current and future life goals; and,

WHEREAS, The Dove Springs Proud Group wishes to honor the community of dedicated leaders who continually work to improve the neighborhood while preserving the values of culture, community and respect for each other.

NOW, THEREFORE, BE IT RESOLVED THAT THE TRAVIS COUNTY COMMISSIONERS COURT SALUTES DOVE SPRINGS PROUD FOR THEIR COMMITMENT TO THE BETTERMENT OF THE COMMUNITY AND THE FUTURE OF THE DOVE SPRINGS NEIGHBORHOOD.

IN WITNESS WHERE OF, WE HAVE HERE UNTO SET OUR HANDS THIS 18TH DAY OF FEBRUARY 2014.

SAMUEL T. BISCOE
County Judge

RON DAVIS
County Commissioner, Pct. 1

GERALD DAUGHERTY
County Commissioner, Pct. 3

BRUCE TODD
County Commissioner, Pct. 2

MARGARET J. GÓMEZ
County Commissioner, Pct. 4



Travis County Commissioners Court Agenda Request
TRAVIS COUNTY HOUSING FINANCE CORPORATION

Meeting Date: February 18, 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 approve request to transfer \$50,000.00 in the form of a seed money loan from the main Chase account of the Travis County Housing Finance Corporation to the main Chase account of the Travis County Development Authority.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS: In June 2013, the Board approved a request to open a Chase checking account for the Development Authority based on anticipated activity for the Authority in 2014. In order to facilitate that activity, staff is requesting approval of a transfer of money in the form of a loan from one corporation to another. This has been approved for other newly formed checking accounts in the past. The expectation is that the Development Authority will repay the Housing Finance Corporation from revenue received from fees from bond issuances.

STAFF RECOMMENDATIONS: Staff recommends approval.

ISSUES AND OPPORTUNITIES: None.

FISCAL IMPACT AND SOURCE OF FUNDING: None.

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

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 Commissioners Court Agenda Request
TRAVIS COUNTY HOUSING FINANCE CORPORATION

Meeting Date: February 18, 2014

Prepared By/Phone Number: Andrea Shields, Manager/854-9116

Elected/Appointed Official/Dept. Head: Leslie Browder, County Executive, Planning and Budget/854-9106

Commissioners Court Sponsor: Samuel T. Biscoe, President

AGENDA LANGUAGE:

1. Take appropriate action to approve a resolution and letter (a) supporting Art at Bratton's Edge Development and (b) committing to fund a loan to the developer of Art at Bratton's Edge Development.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS: (see attached).

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.

RESOLUTION OF BOARD OF DIRECTORS OF TRAVIS COUNTY HOUSING FINANCE CORPORATION IN SUPPORT OF LOW INCOME TAX CREDIT DEVELOPMENT AND COMMITTING TO LOAN FUNDS TO SUCH DEVELOPMENT

WHEREAS, Wolfpack Group, LLC (the "Applicant") has proposed a development for affordable rental housing to be located at the southeast corner of Long Vista and Bratton Lane, Austin, Texas named Art at Bratton's Edge (the "Development") in the City of Austin ETJ, Wells Branch Census Designated Place, Travis County, Texas, which Development will have 69 affordable units; and

WHEREAS, there is a need for affordable housing for Travis County citizens of low and moderate income; and

WHEREAS, Wolfpack Group, LLC intends to submit an application (the "Application") to the Texas Department of Housing and Community Affairs ("TDHCA") for 2014 Low Income Housing Tax Credit Program funds for the Development; and

WHEREAS, the 2014 Qualified Allocation Plan issued by TDHCA awards additional points to an applicant for the funding of tax credits that secures a match of local funds in the form of a loan or in kind contribution; and

WHEREAS, Travis County Housing Finance Corporation (the "Corporation") is not a related party to the Applicant.

NOW THEREFORE BE IT RESOLVED THAT:

1. The Corporation supports the Development; and
2. This resolution is a firm commitment from the Corporation for the purposes of Commitment of Development Funding by a Local Political Subdivision (as defined by TDHCA) in the amount of \$1,800.00 per affordable unit; and
3. The funds will be in the form of a permanent loan with a term of fifteen (15) years, amortization period of thirty (30) years, and interest rate of 3 percent per annum; and
4. That any funds committed to the Development will not have been first provided to the Corporation by the Applicant or a Related Party of the Applicant.
5. The Board of Directors of the Corporation authorizes any officer or the Corporation Manager to execute a loan commitment letter and any other documentation necessary to evidence the commitment of the Corporation to make the loan to the Applicant described herein.

PASSED AND APPROVED this 18th day of February, 2014.

Samuel T. Biscoe, President

CERTIFICATION

The above resolution, adopted by the Board of Directors of the Travis County Housing Finance Corporation at a meeting held on the 18th day of February, 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 _____ day of February, 2014.

Margaret Gomez, Secretary

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

February 18, 2014

Ms. Megan De Luna
Art at Bratton's Edge, LLC
421 West 3rd Street, #1504
Austin, Texas 78701

RE: Acknowledgment of Loan Request for TDHCA Application #14226, Art at Bratton's Edge Apartments, to be located at the southwest corner of Long Vista Drive and Bratton Lane, Austin, Texas 78728

Dear Ms. De Luna,

The Travis County Housing Finance Corporation ("TCHFC") is excited about your new development plans for the Art at Bratton's Edge Apartments, to be located at the southwest corner of Long Vista Drive and Bratton Lane, Austin, Texas 78728. The property is located within Travis County, which is within TCHFC's jurisdiction.

Please accept this letter as official acknowledgement that TCHFC has received your funding request in the amount of One hundred twenty four thousand two hundred dollars (\$124,200.00). Art at Bratton's Edge, LLC has requested this loan amount in the form of a construction/permanent loan with an interest of 3 percent and a term of 15 years. We acknowledge that a firm commitment for this loan is anticipated to be made on or before February 28, 2014.

On February 18, 2013 the TCHFC board of directors approved proceeding with a program to accept loan requests for 2014 9% Tax Credit developments and to proceed with the preparation of necessary documentation to extend such loans. TCHFC's board consists of all four Travis County Commissioners and the Travis County Judge. If you need anything else from us, please do not hesitate to contact us.

Sincerely,

Samuel T. Biscoe
President



NAMAN HOWELL
SMITH & LEE^{PLLC}
ATTORNEYS AT LAW

MEMORANDUM

from

William C. Blount

8310 N. Capital of Texas
Highway, Suite 490
Austin, Texas 78731
(512) 479-0300
Fax (512) 474-1901

Offices in:

- Austin
- Fort Worth
- San Antonio
- Waco

www.namanhowell.com

TO: Travis County Judge and County Commissioners
Board of Directors of
Travis County Housing Finance Corporation

DATE: February 7, 2014

RE: Consideration of request to provide loans for developers of multifamily residential tax credit properties in the 2014 9% tax credit round

Agenda Date: February 11, 2014

As occurred last year, the housing finance corporation staff has been approached regarding the possibility of providing loans to developers of affordable tax credit properties in order to assist the developers with obtaining additional points in the very competitive tax credit application process administered by TDHCA.

Brief Summary of 9% Tax Credit System

The 9% tax credit program is a Federal government program available to developers of affordable housing in their efforts to provide housing to low income residents. Essentially, a developer is awarded tax credits which it can then sell (or syndicate) in exchange for equity contributions which provide a portion of the funds to acquire and construct a project. In Texas, TDHCA administers the program and publishes a Qualified Allocation Plan ("QAP") each year to set forth the rules on which it will base its awarding of 9% tax credits in Texas. As you may recall from last year, the process is quite competitive. TDHCA's plan sets out the standards which it will apply to award applicants points for various aspects of proposed projects. The full QAP is online at <http://www.tdhca.state.tx.us/multifamily/docs/14-GovApprvdQAP.pdf>.

A revised criteria for obtaining points last year was the provision of development funding by a unit of general local government. Essentially, an applicant gains a relatively large number of points by obtaining local support in the form of a development loan from the local government.

For a proposed project in the county but outside of any city limits, that support can come from an entity such as TCHFC. For a project inside of a city, that support can come from the city or the county government.

New 15-year Loan Provision

This year, an additional point was added for applicants that obtain permanent loan financing from a local government entity that has a minimum term of 15 years, amortization of 30 years and an interest rate of 3% or less. Further, the applicant must certify that it intends maintain the funding for the 15-year term, barring unanticipated events.

Tax Credit applications from the developers are due to TDHCA on March 1. The developers at this point would only need a letter stating that the developer has applied for funding. However, the staff does not want to provide the confirmation letter if the loan program is something that neither the Commissioners Court nor the Board of TCHFC desire to establish. The actual loan transaction would occur in August or later if that developer receives an allocation in July.

cc: Karen Thigpen
Andrea Shields

TRAVIS COUNTY HOUSING FINANCE CORPORATION

DATE: January 22, 2014

TO: Board of Directors

FROM: Andrea Shields, Manager

SUBJECT: Changes to the State's 2014 Qualified Allocation Plan for 9% Tax Credit Allocations

January begins the State's 9% tax credit application cycle, and staff wanted to remind the Board of the requirements of the State's program and Qualified Allocation Plan ("QAP"), and inform you of changes to the QAP for 2014. The State issued a log of pre-applications for tax credit funding this week. A pre-application notifies TDHCA of the intent to submit a full application for tax credits on a particular project. The developer of one of the projects in Travis County, Art at Bratton's Edge located in Precinct 2, has contacted the Corporations already.

9% Tax Credit System

The 9% tax credit program is a Federal government program to assist developers of affordable housing in their efforts to provide housing to low income individuals and families. A developer is awarded tax credits which it exchanges for equity contributions which provide a portion of the funds to acquire and construct the project. In Texas, TDHCA administers the program and publishes a QAP to set forth the rules on which it will base its award of 9% tax credits in Texas. The process is quite competitive. TDHCA's plan sets out the standards which it applies to award applicants points for various aspects of a project, such as sponsor characteristics, low-income set asides, tenant services, proximity to schools, community support, etc. The full QAP is available online at <http://www.tdhca.state.tx.us/multifamily/docs/14-GovApprvdQAP.pdf>.

One criterion for obtaining points is the provision of development funding by a unit of general local government, similar to the 2013 cycle. An applicant may gain a relatively large number of points by obtaining local support in the form of a development loan from the local government. For a proposed project in the county but outside of any city limits, that support can come from an entity such as TCHFC. For a project inside city limits, support can come from the city or the county government. In the case of Travis County, the TCHFC is the only entity that is qualified per the QAP and willing to offer these loans to developers to construct affordable housing in non-incorporated Travis County or the ETJ. This means without TCHFC participation in this program, projects outside the city limits but in the county or ETJ

would not be able to receive points for development funding by a unit of general local government, which would render their application automatically uncompetitive.

TCHFC's 9% Tax Credit Loan Program

In 2013, TCHFC committed loan funding to a developer and the project, Windy Ridge Apartments, was awarded tax credits. The loan will close in the 1st quarter of this year and is for \$1.8 million. Due to the size of the commitment, TCHFC is coordinating with Transpecos Bank to provide the funds, with a loan structure approved by both TDHCA and the Board of Directors. The loan is for a stated term of 5 years; however, these loans are generally repaid within 30 to 180 days of the developer closing on its funding. It is not anticipated that the loan will be outstanding for longer than 180 days. It is anticipated that the developer will pay an application fee, pay for all costs (legal, etc.) of documenting the loan and pay an origination fee in order to obtain the loan. These terms are consistent with the 2014 QAP requirements as well.

Changes to the 2014 QAP

Long-Term Local Government Loans

A new feature in the 2014 QAP is an additional criterion for points under local government funding: the developer may receive an additional point if the unit of local government commits to provide a long-term loan with a term of 15 years, an amortization of 30 years, and an interest rate of no more than 3 percent. Again, it is anticipated that the developer would pay an application fee, pay for all costs (legal, etc.) of documenting the loan and pay an origination fee in order to obtain the loan. The TCHFC staff would consider these loans on a case by case basis if the Board is willing to permit it. We will bring this to the Board as an action item on the agenda in February.

Resolutions of Support from Local Government

Another change to the 2014 QAP is the requirement of resolutions of support from local governmental bodies, and this is also a major scoring criterion with a similar value to the unit of local government loans. All applications for projects located within Travis County or an ETJ, but outside the limits of a city will be required to include a resolution from the Commissioner's Court that either supports the project (this allows the maximum points) or a resolution from the Commissioner's Court stating there is no objection to the project (lesser points). Developers will likely be approaching your offices about these resolutions over the next couple of months. You all are welcome to refer the developers to staff, and we can assist them in getting the resolution request onto the Court's agenda. Staff will ensure that a brief on each project is included in the backup or presented to the Board/Court prior to the agenda item.

Timeline

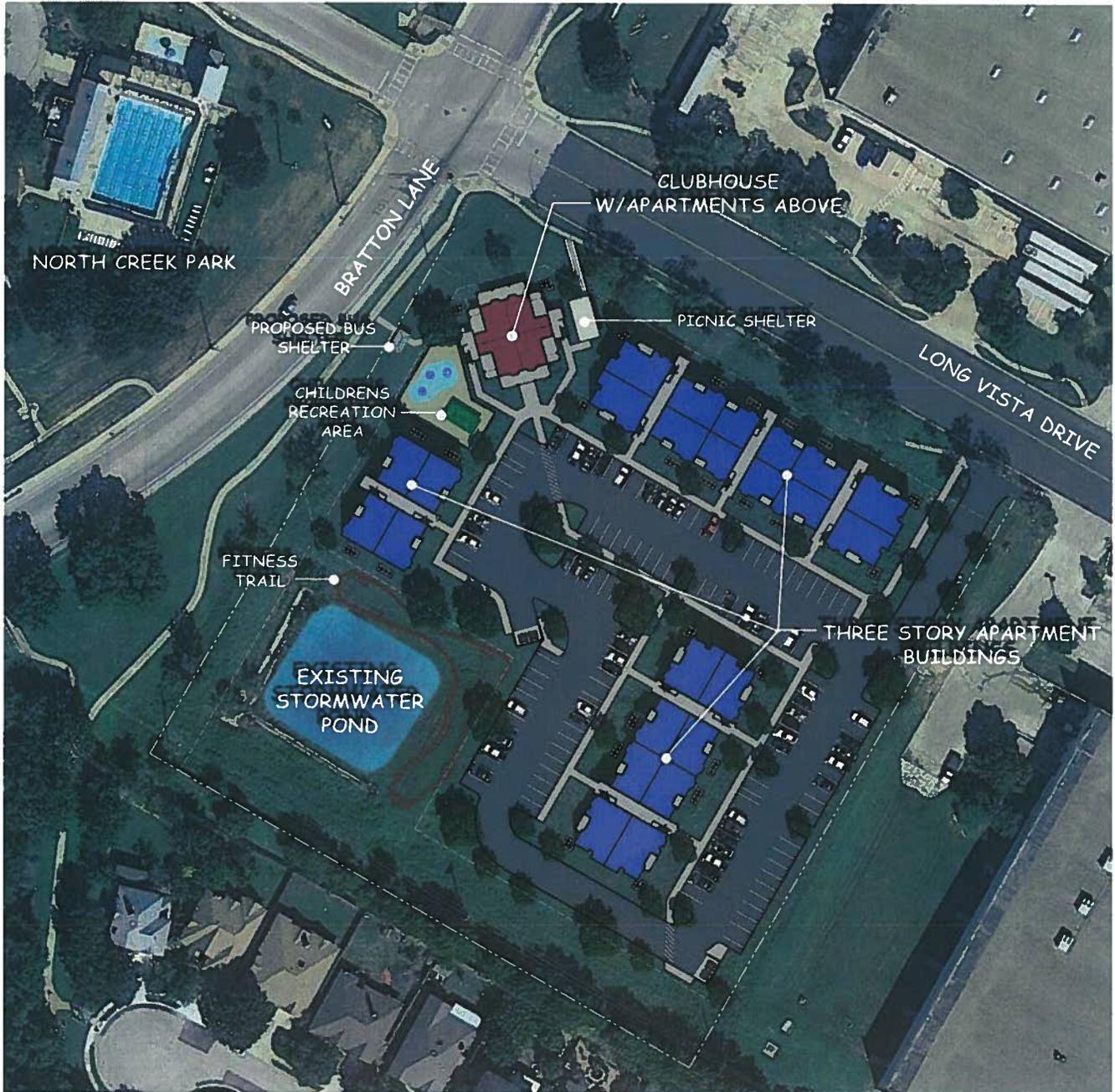
Long-Term Local Government Loans

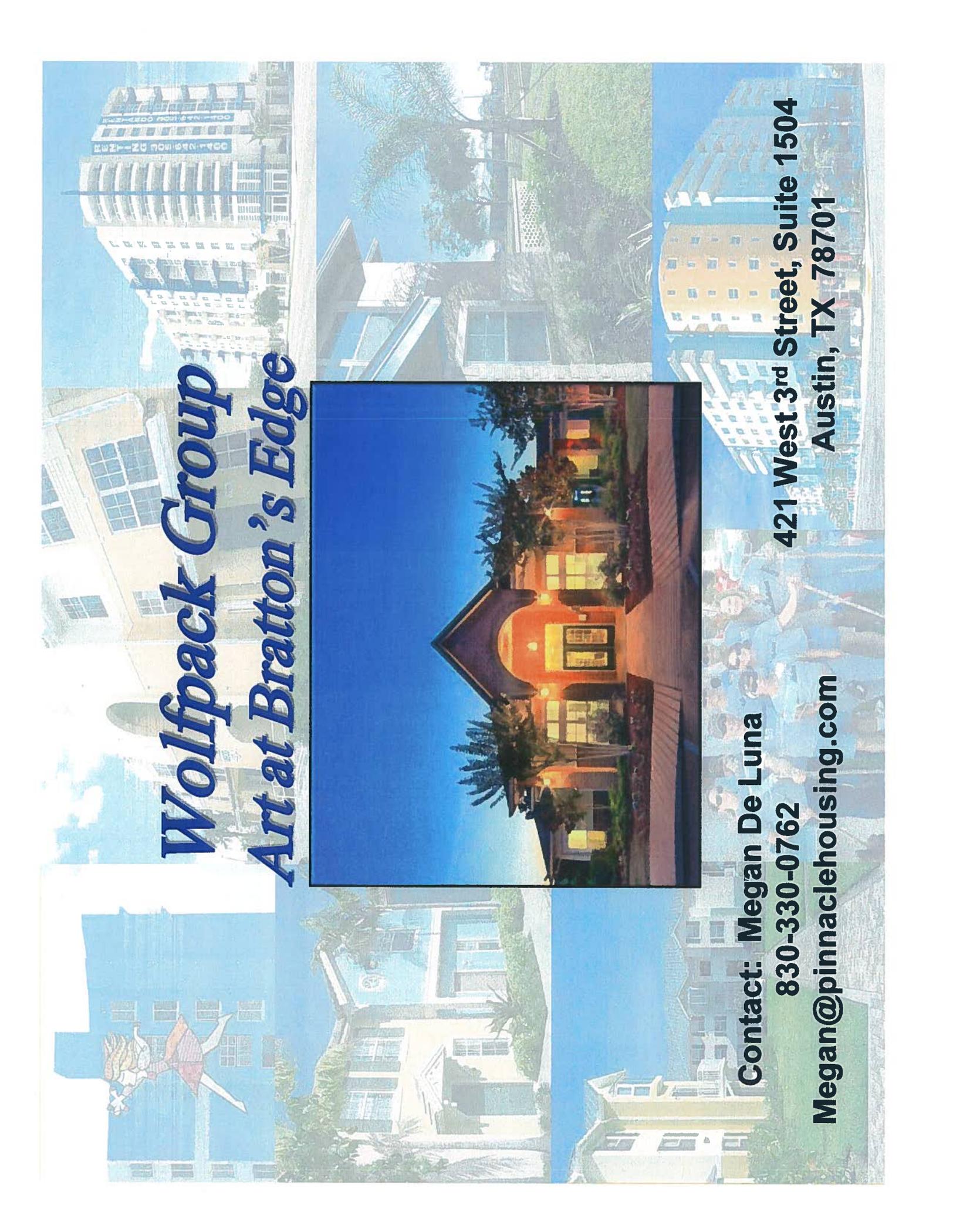
Tax Credit applications from the developers are due to TDHCA on March 1. Developers seeking funding will require a letter stating that the developer has applied for funding by the end of February. However, TCHFC staff requests direction from the Board on the long term loans. We do not want to provide the confirmation letter if the long term loans are something that neither the Commissioners Court nor the Board desire to establish. We will bring this to the Board as an action item on the agenda in February. Again, the loans would only be made to developers who received an allocation of tax credits from TDHCA.

Resolutions of Support from Local Government

The resolutions of support from local governmental bodies must be dated prior to April 1, 2014, so we would anticipate most inquiries in February and March of this year. Again, you are welcome to refer the developers to Corporation's staff, and we can assist them in getting the resolution request onto the Court's agenda to alleviate any burden on your staff members.

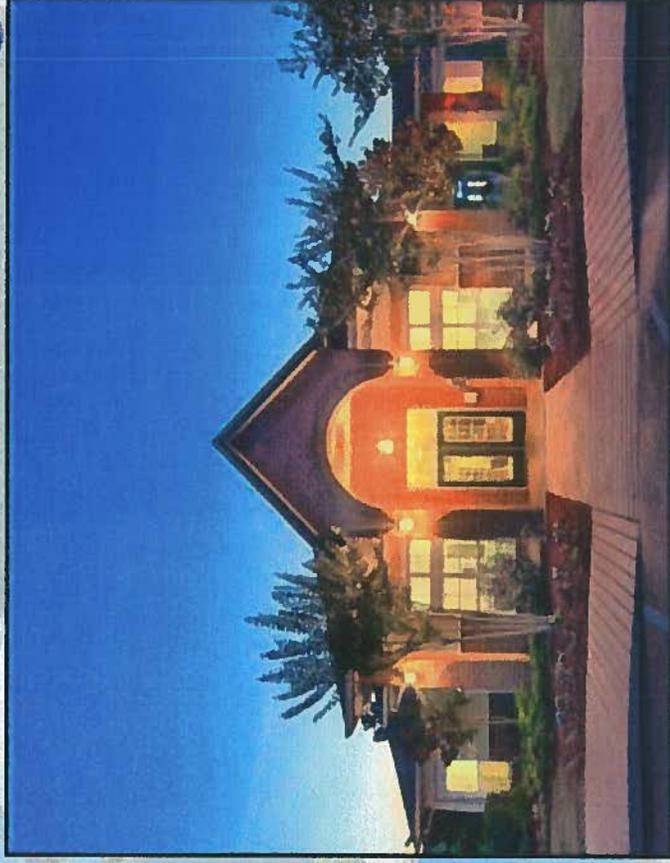
cc: Cliff Blount, Naman Howell
Leslie Browder, County Executive, Planning and Budget





Wolfpack Group

Art at Bratton's Edge



Contact: Megan De Luna
830-330-0762

Megan@pinnaclehousing.com

421 West 3rd Street, Suite 1504
Austin, TX 78701



Development Team

- Owned by a Partner in Pinnacle Housing Group, 15+ years experience in affordable housing, portfolio of 6,000+ units
- Ranked seventh (7th) among Affordable Housing Finance Magazine's "Top 50" affordable developers nationally in 2011
- Innovative, **financially sound** with proven track record of operating quality communities
- 50 communities currently 96%+ occupied & cash flowing
- Expansion into Texas – 8 awards from TDHCA in last 4 years.



Commitment to Excellence

Amenity-Rich Communities



What sets us apart

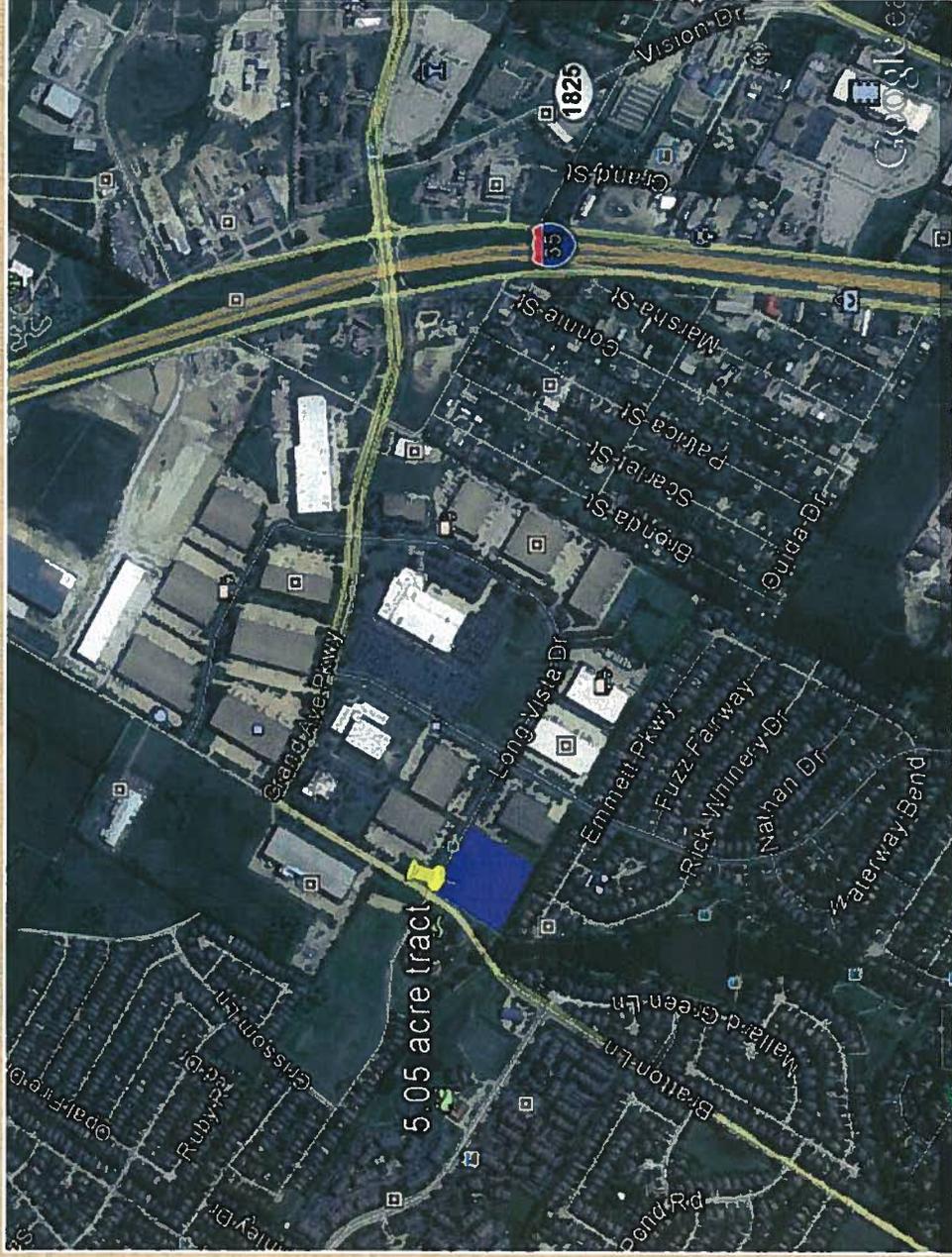
- **Green Development Practices**
 - Energy efficient, promote water conservation, reduce resident burden
- **Art in Public Places**
 - Use of local artisans, fosters community pride
- **Management Practices**
 - Instill pride in community through careful resident selection, programming, and customer service
- **Resident programs, career counseling & job training**
- **Health screening & nutritional education**

Commitment to Excellence

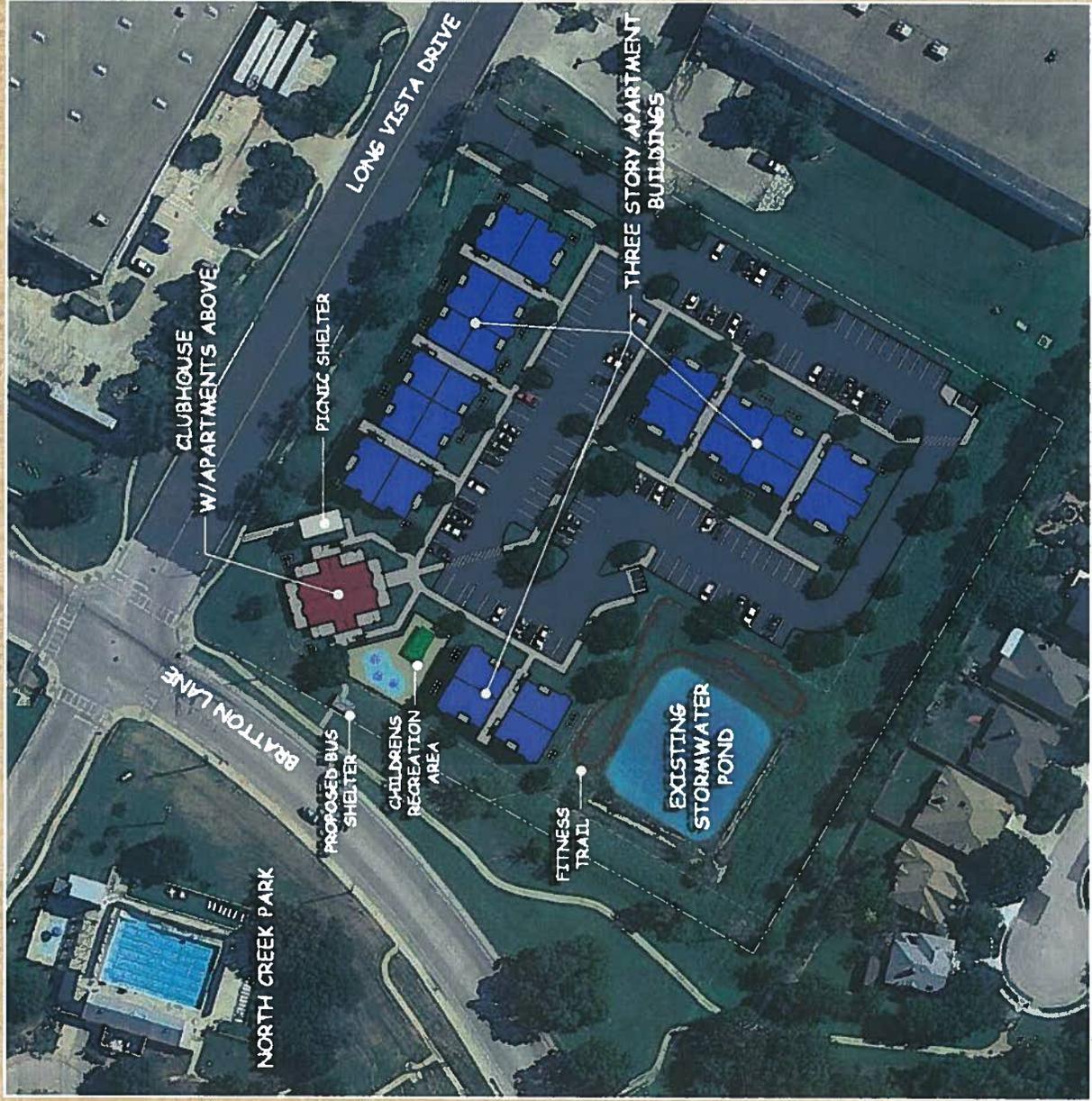
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Art at Bratton's Edge Location



Art at Bratton's Edge Location





Key Points of the Development

Mixed income development

- 76 total units
- Mixed Income Development
- 30%, 50%, 60% AMI and Market Rate
- Site is located in the City of Austin ETJ and the Wells Branch CDP
- Site layout provides a buffer between surrounding uses
- Proposed bus shelter



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Proposed Unit Details and Features

Unit Mix

16- 1bedroom

44- 2 bedroom

16- 3 bedroom

Sizes

1 BR= 750 sq ft

2 BR= 975 sq ft

3 BR= 1175 sq ft

Unit amenities may include:

dishwasher, microwave, solid surface countertops and vanities, high efficiency appliances and lighting, hard surface flooring, walk-in closets and tile tub surrounds

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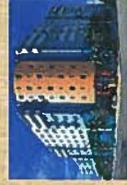


Clubhouse Amenities

- Business Center
- Children's Playground
- 24 hr Fitness Center
- Multi-purpose room with kitchen
- Art in Public Places program



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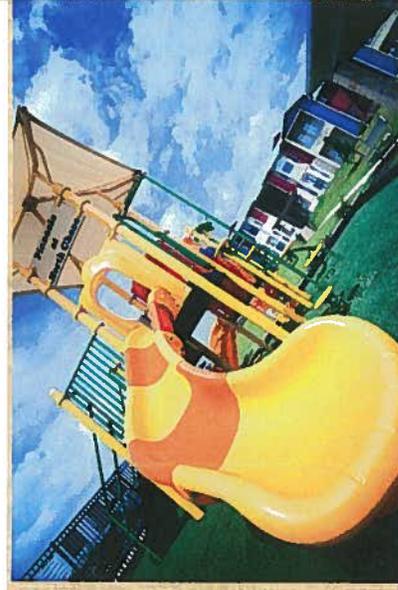
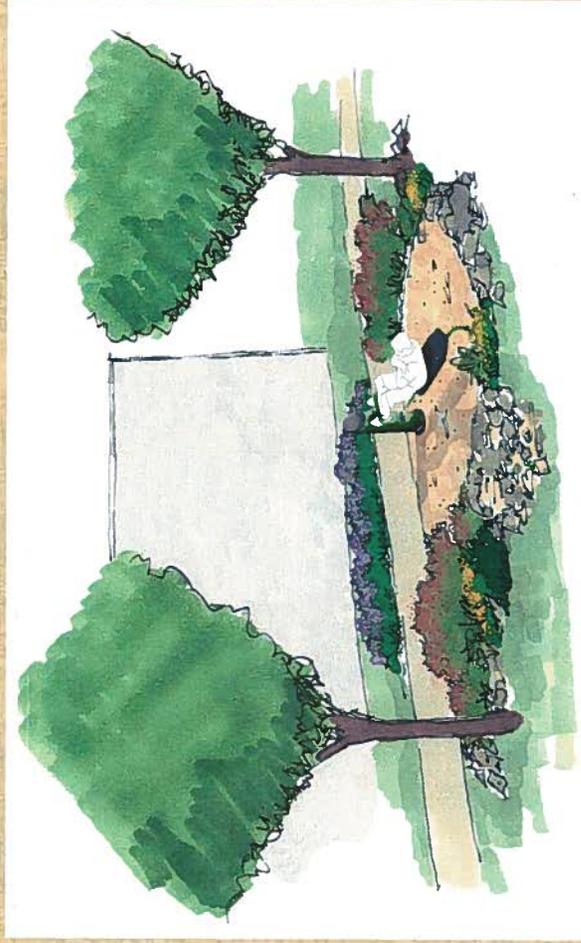
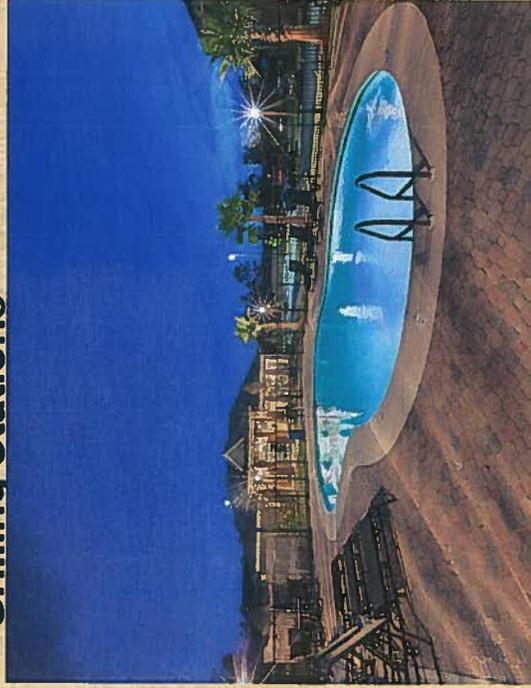


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Site Amenities

- Playground, Picnic Areas
- Active Recreation Areas
- 24- hr Fitness Center
- Grilling Stations



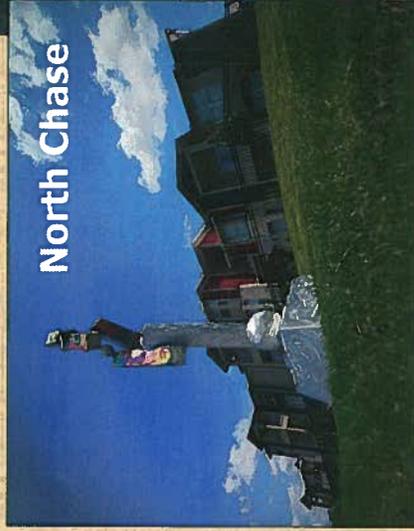
- Outdoor Fitness Stations
- Pool or Splash Pad
- Business Center

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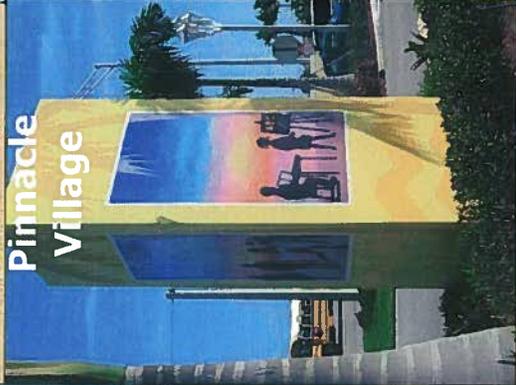
Art in Public Places



North Chase



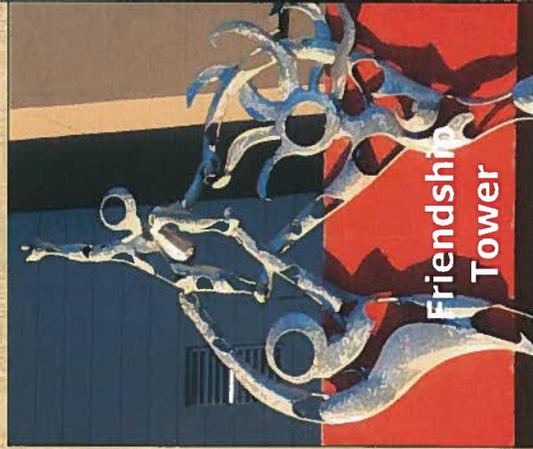
Crystal Lake



Pinnacle Village



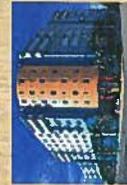
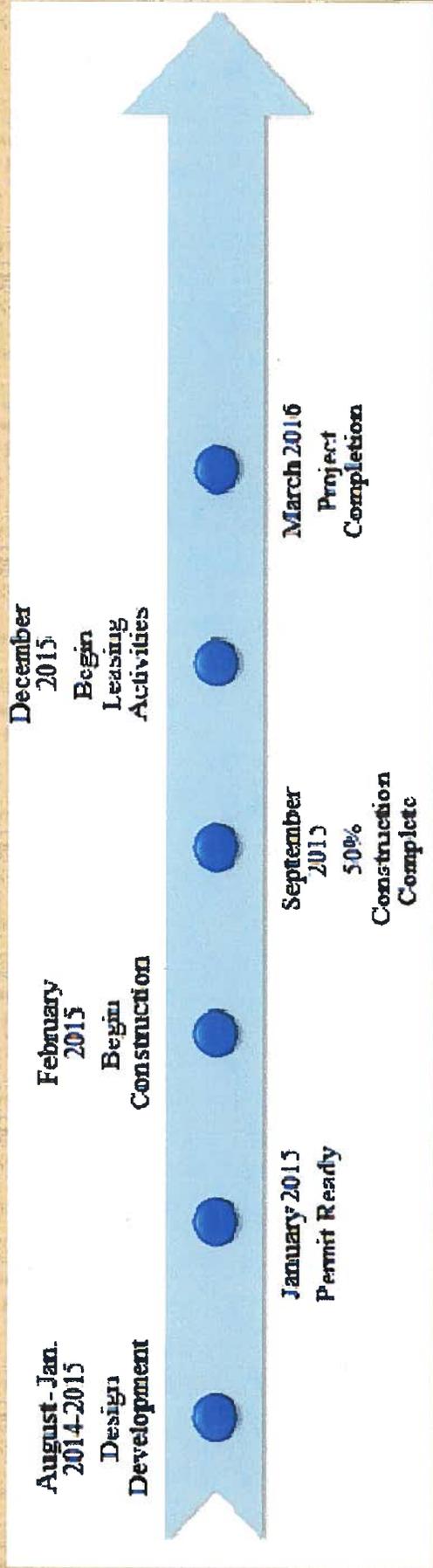
Goodbread Hills



Friendship Tower



Project Timeline



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Travis County Participation

- Resolution of Support
- Local Government Commitment to Funding as required per the 2014 TDHCA Qualified Allocation Plan of \$1,800 per affordable unit
- Estimated at \$124,200
- Will increase the availability of high quality affordable housing stock in for Austin and the surrounding area

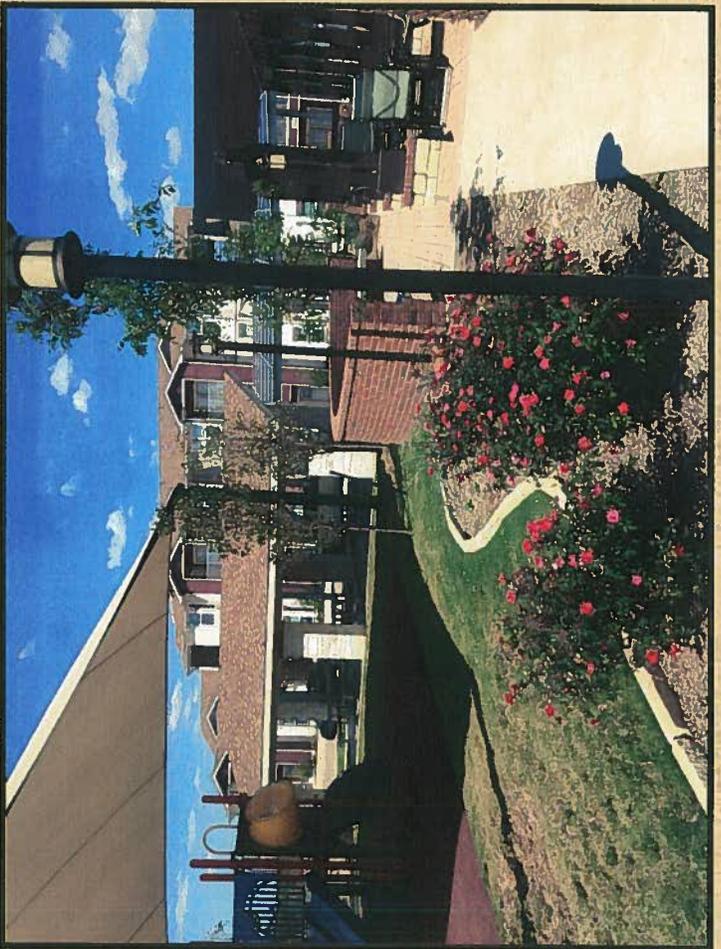
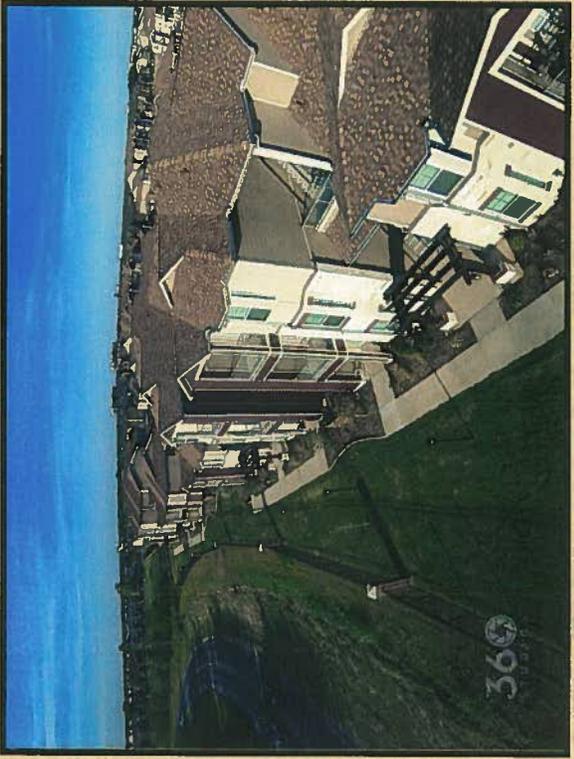


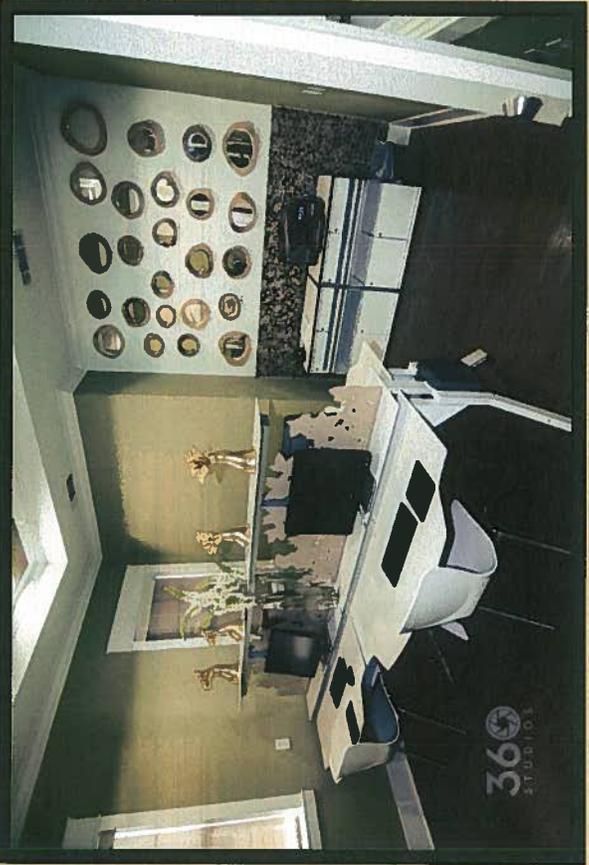
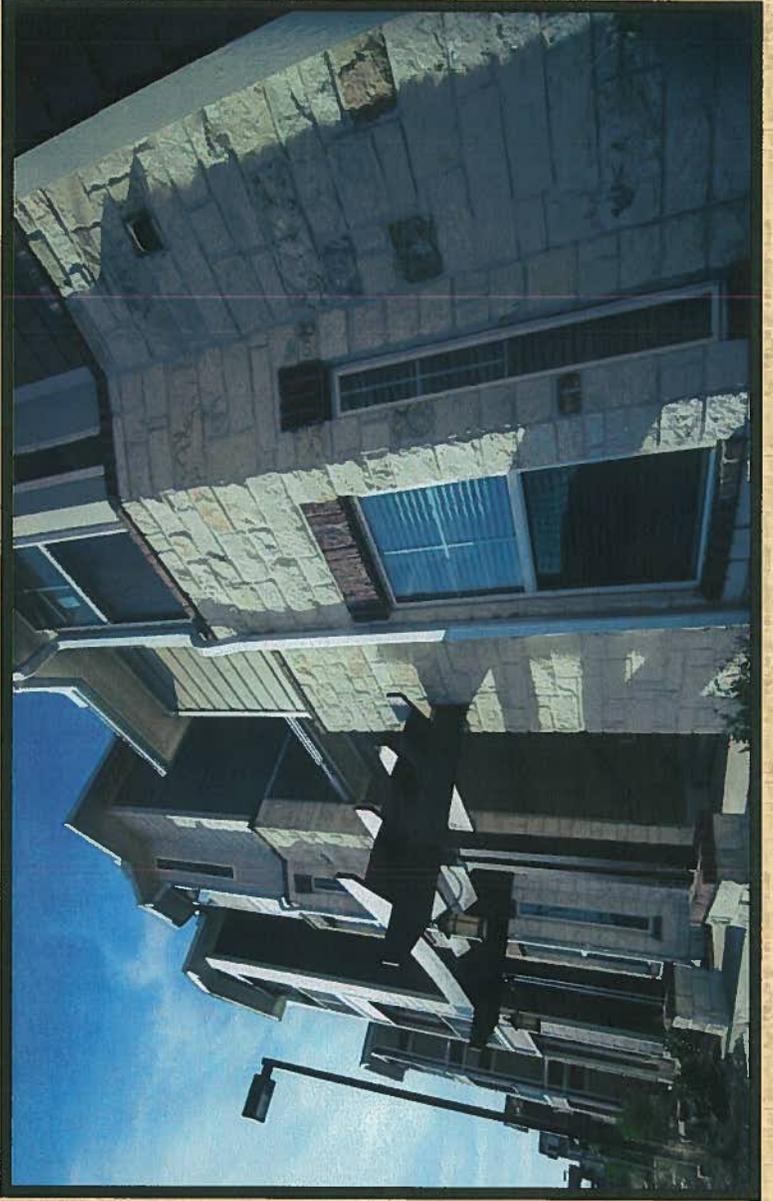
Commitment to Excellence

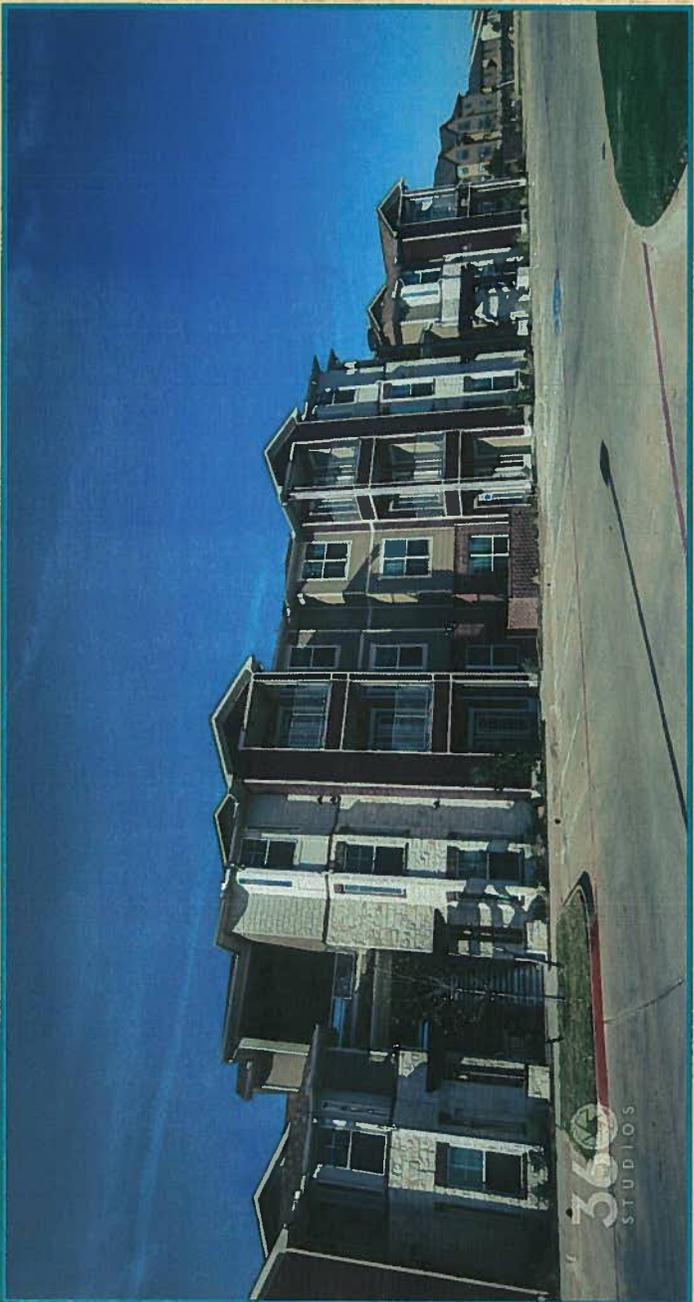
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Development Examples

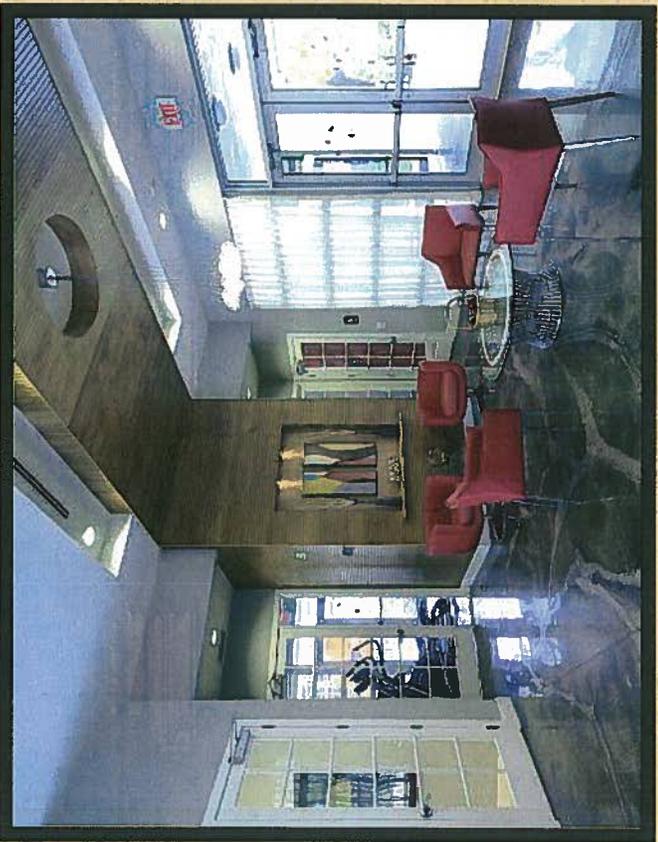
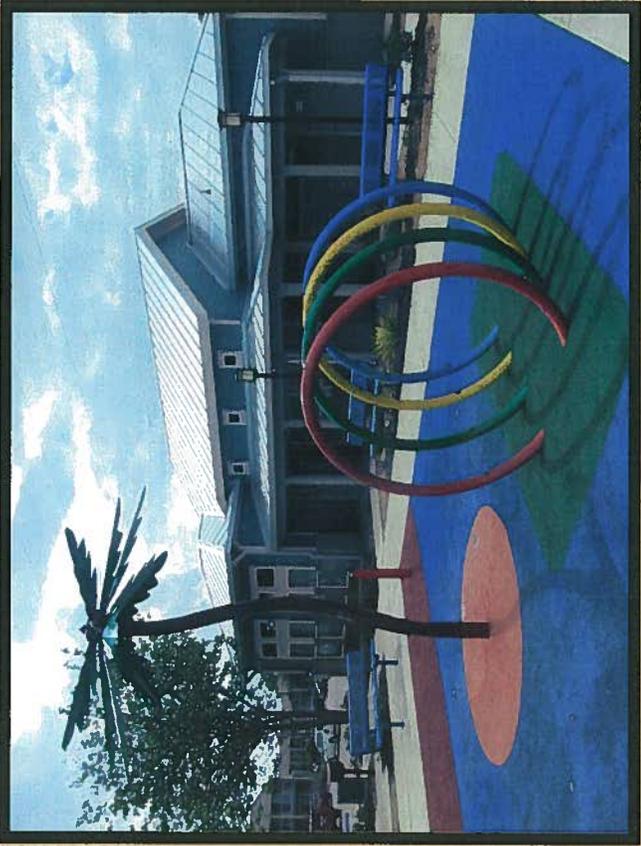


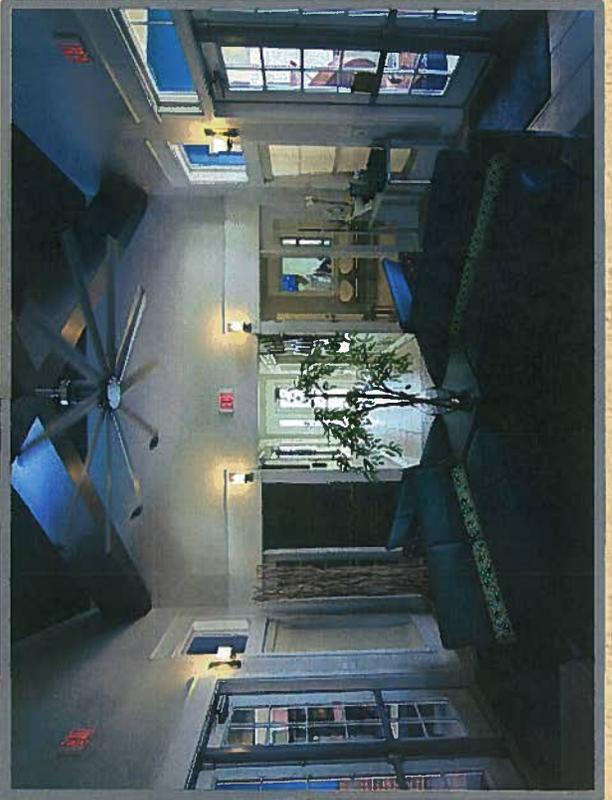




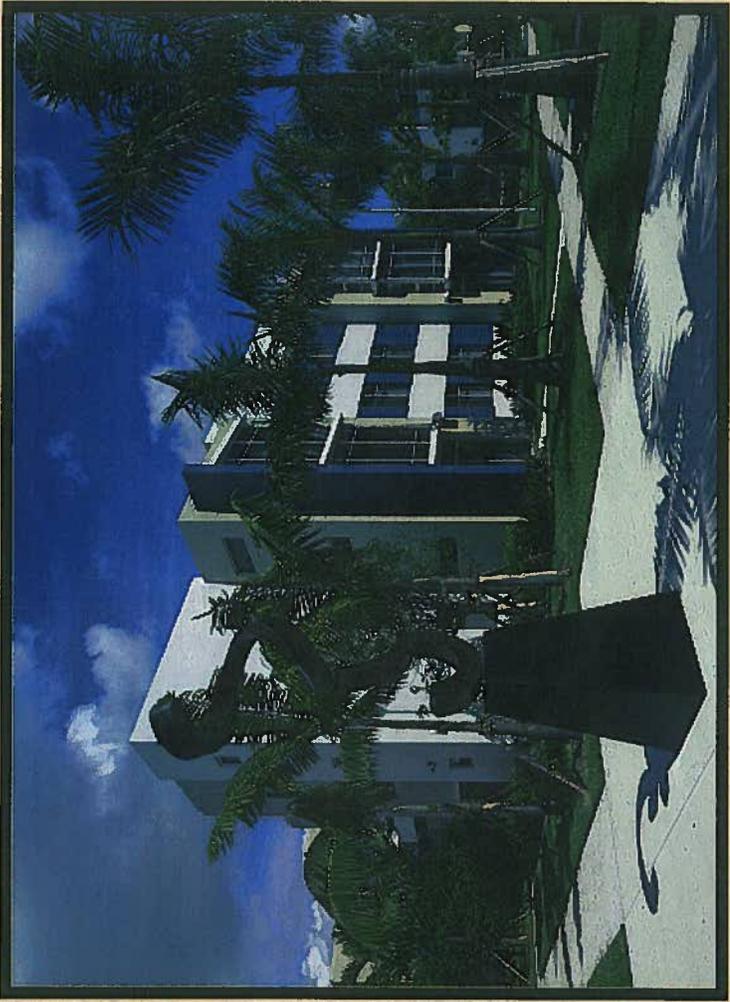






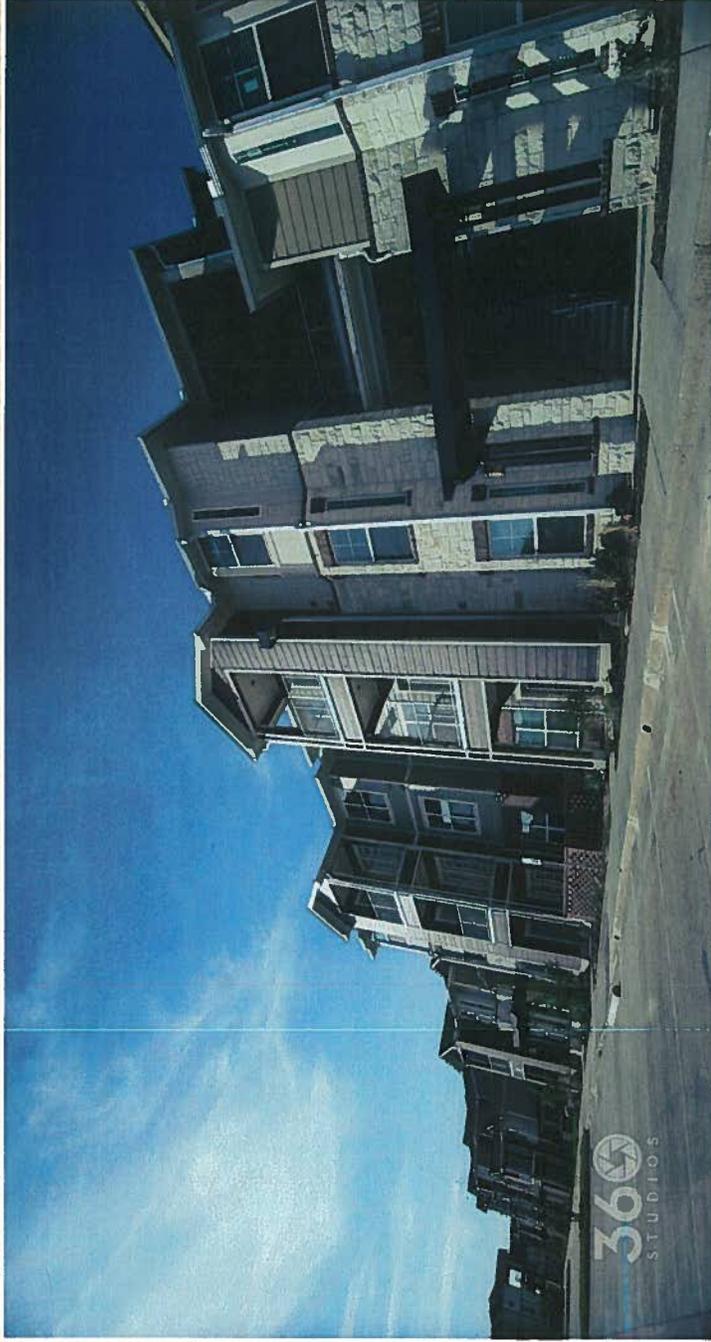


Florida Project Examples



Upcoming Projects





**For more information:
Please see our website
at**

www.pinnaclehousing.com

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