

Item # 2

Travis County Commissioners' Court Agenda Request

Meeting Date: August 26, 2008

I. A. Requestor: County Judge Phone # 854-9555

B. Specific Agenda Wording:

APPROVE RESOLUTION SUPPORTING THE DISCONTINUATION OF THE DIVERSION OF TRANSPORTATION USER REVENUES TO NON-TRANSPORTATION USES AND THE APPROPRIATION OF ALL REVENUE GENERATED FROM HIGHWAY USER FEES AND TAXES TO FUND TRANSPORTATION PROJECTS.

C. Sponsor: _____
County Commissioner or County Judge

II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request.

B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request.

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

- ☐ Additional funding for any department or for any purpose
- ☐ Transfer of existing funds within or between any line item budget
- ☐ Grant

Human Resources Department (854-9165)

- ☐ A change in your department's personnel (reclassifications, etc.)

Purchasing Office (854-9700)

- ☐ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

- ☐ Contract, Agreement, Travis County Code - Policy & Procedure

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to County Judge's office, Room 520, in writing by Tuesdays at 12:00 p.m. for the next week's meeting. Late or incomplete requests may be deferred to the following week's meeting.

Item # 3

Travis County Commissioners' Court Agenda Request

Meeting Date: August 26, 2008

I. A. Requestor: County Judge Phone # 854-9555

B. Specific Agenda Wording:

APPROVE PROCLAMATION DESIGNATING MONDAY, SEPTEMBER 22, 2008
AS "FAMILY DAY – A DAY TO EAT DINNER WITH YOUR CHILDREN."

C. Sponsor: _____
County Commissioner or County Judge

II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request.

B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request.

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

- ☐ Additional funding for any department or for any purpose
- ☐ Transfer of existing funds within or between any line item budget
- ☐ Grant

Human Resources Department (854-9165)

- ☐ A change in your department's personnel (reclassifications, etc.)

Purchasing Office (854-9700)

- ☐ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

- ☐ Contract, Agreement, Travis County Code - Policy & Procedure

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to County Judge's office, Room 520, in writing by Tuesdays at 12:00 p.m. for the next week's meeting. Late or incomplete requests may be deferred to the following week's meeting.

Item # 4

Travis County Commissioners' Court Agenda Request

Meeting Date: August 26, 2008

I. A. Requestor: County Judge Phone # 854-9555

B. Specific Agenda Wording:

CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST FROM MEALS ON WHEELS AND MORE FOR RESOLUTION TO THE TEXAS DEPARTMENT OF AGRICULTURE IN SUPPORT OF A GRANT.

C. Sponsor: _____
County Commissioner or County Judge

II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request.

B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request.

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

- ☐ Additional funding for any department or for any purpose
- ☐ Transfer of existing funds within or between any line item budget
- ☐ Grant

Human Resources Department (854-9165)

- ☐ A change in your department's personnel (reclassifications, etc.)

Purchasing Office (854-9700)

- ☐ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

- ☐ Contract, Agreement, Travis County Code - Policy & Procedure

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to County Judge's office, Room 520, in writing by Tuesdays at 12:00 p.m. for the next week's meeting. Late or incomplete requests may be deferred to the following week's meeting.

RECEIVED
COUNTY JUDGE'S OFFICE
08 AUG 20 PM 4:54

From: "Michael Goldstein" <mgoldstein@mealsonwheelsandmore.org>
To: <sam.biscoe@co.travis.tx.us>
CC: <josie.zavala@co.travis.tx.us>
Date: 8/19/2008 1:14 PM
Subject: Department of Agriculture Grant
Attachments: 24424_County Resolution 2008 FORM.doc

Dear Judge,

You may recall that last year we applied for and received a grant from the Texas Department of Agriculture because of legislation that was passed during the 2007 Legislative Session. The amount of that grant was slightly in excess of \$1.4 million and can be used only to supplement and extend our home-delivered meal services.

We were eligible to receive that grant because we home-deliver meals to homebound people in Travis County that are not paid for under contract with the Area Agency on Aging (AAA) or the Texas Department of Aging and Disability Services (DADS) and we receive a grant from Travis County that is not less than 25 cents per person 60 years or older in the County according to the Decennial Census.

It is worth mentioning that Meals on Wheels and More delivers more meals that are not paid for by AAA or DADS than any other home-delivered meal program in the State.

In order to facilitate our receiving that grant last year, you were kind enough to sign a letter acknowledging the County's grant and that the County approved of our accounting system. This year, the Department of Agriculture is requiring us to submit a resolution from the Commissioners Court that it has prepared.

I am attaching that resolution to this email with a request that you complete and sign it. I will be happy to pick it up whenever it is ready. If you need it, the link to the resolution is:
http://www.agr.state.tx.us/vgn/tda/files/1848/24424_County%20Resolution%202008%20FORM.doc

The amount of Travis County's grant to Meals on Wheels and More for 2008 is \$115,026.00.

Thank you so much for your help with this important grant and for

everything you do on behalf of the elderly and disabled homebound people in our County.

Respectfully,

Michael

Michael H. Goldstein

Vice President for Public Policy and Advocacy

Meals on Wheels and More

3227 East 5th Street

Austin, Texas 78702

Phone: (512) 628-8104

Fax: (512) 476-6478

Mobile: (512) 750-0340

mgoldstein@mealsonwheelsandmore.org

DRAFT

RESOLUTION AUTHORIZING COUNTY GRANT

TEXAS DEPARTMENT OF AGRICULTURE HOME-DELIVERED MEAL GRANT PROGRAM

A RESOLUTION OF THE COUNTY OF TRAVIS, TEXAS CERTIFYING THAT THE COUNTY HAS MADE A GRANT TO **MEALS AND WHEELS AND MORE**, AN ORGANIZATION THAT PROVIDES HOME-DELIVERED MEALS TO HOMEBOUND PERSONS IN THE COUNTY WHO ARE ELDERLY AND/OR HAVE A DISABILITY CERTIFYING THAT THE COUNTY HAS APPROVED THE ORGANIZATION'S ACCOUNTING SYSTEM OR FISCAL AGENT.

WHEREAS, the Organization desires to apply for grant funds from the Texas Department of Agriculture to supplement and extend existing services homebound persons in the County who are elderly and/or have a disability, pursuant to the Home-Delivered Meal Grant Program (the "Program"); and

WHEREAS, the Program rules require the County in which an Organization is providing home-delivered meal services to make a grant to the Organization, in order for the Organization to be eligible to receive Program grant funds; and

WHEREAS, the Program rules require the County to approve the Organization's accounting system or fiscal agent, in order for the Organization to be eligible to receive Program grant funds.

NOW THEREFORE BE IT RESOLVED BY TRAVIS COUNTY:

SECTION 1: The County hereby certifies that it has made a grant to the Organization in the amount of \$115,026.00, to be used between the 1st day of January, 2008 and the 31st day of December, 2008.

SECTION 2: The County hereby certifies that the Organization provides home-delivered meals to homebound persons in the County who are elderly and/or have a disability.

SECTION 3: The County hereby certifies that it has approved the Organization's accounting system or fiscal agent.

Introduced, read, and passed by the affirmative vote of the Travis County Commissioners Court on this _____ day of August, 2008.

SAMUEL T. BISCOE
Travis County Judge

RON DAVIS
Commissioner, Pct. 1

SARAH ECKHARDT
Commissioner, Pct. 2

GERALD DAUGHERTY
Commissioner, Pct. 3

MARGARET J. GÓMEZ
Commissioner, Pct. 4

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

5

Voting Session: AUGUST 26, 2008

- I. A. Request made by: DANNY HOBBY, EXECUTIVE MANAGER, EMERGENCY SERVICES
Phone #: 854-4416
(Elected Official/Appointed Official/Executive Manager/County Attorney)
- B. Requested topic: CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING FORM AGREEMENTS BETWEEN EMERGENCY SERVICES DISTRICTS, OTHER GOVERNMENTAL ENTITIES AND TRAVIS COUNTY:
- A. INTERLOCAL COOPERATION AGREEMENT FOR USE OF REVENUE RETURNED UNDER RULE 251.3 BY TRAVIS COUNTY EMERGENCY DISTRICT NUMBER # OF DISTRICT; AND
- B. INTERLOCAL COOPERATION AGREEMENT FOR USE OF REVENUE UNDER RULE 251.3 BY NAME OF GOVERNMENT ENTITY.
- C. Approved by: _____
Signature of Commissioner or Judge
- II. A. Any backup material to be presented to the court must be submitted with this Agenda Request (Original and eight copies).
- B. Please list all of the agencies or officials' names and telephone numbers that might be affected by or involved with this request. Send a copy of this Agenda Request and backup to them:
- _____

- III. Required Authorizations: Please check if applicable.
- Planning and Budget Office (854-9106)
____ Additional funding for any department or for any purpose
____ Transfer of existing funds within or between any line item
____ Grant
- Human Resources Department (854-9165)
____ Change in your department's personnel (reorganization, restructuring etc.)
- Purchasing Office (854-9700)
____ Bid, Purchase Contract, Request for Proposal, Procurement
- County Attorney's Office (854-9415)
____ Contract, Agreement, Policy & Procedure



EMERGENCY SERVICES

DANNY HOBBY, EXECUTIVE MANAGER

P.O. Box 1748, AUSTIN, TEXAS 78767

(512) 854-4416, FAX (512) 854-4786

*Emergency Management
Pete Baldwin, Emergency Mgmt.
Coordinator*

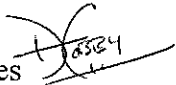
*Fire Marshal
Brad Beauchamp*

*Medical Examiner
Dr. David Dolinak*

*STAR Flight
Casey Ping, Program Manager*

MEMORANDUM

To: Travis County Commissioners Court

From: Danny Hobby, Executive Manager Emergency Services 

Date: August 19, 2008

Subject: Form Interlocal Agreement for Agency Reimbursement Under Rule 251.3

Emergency Services requests that you approve two "form" interlocal agreements (see attached agreements) to be used by Travis County as a mechanism to reimburse Emergency Services Districts and other non-county entities their costs for 9-1-1-services-related communication equipment, under Rule 251.3, Section 771 of the Texas Health and Safety Code (see attached rule). Qualifying expenditures are associated with the design, operation, and maintenance of 9-1-1 call-taking centers and related emergency communications personnel, equipment, and computer hardware and software.

In August 2007, the Court approved an Interlocal Contract for Use of Revenue Returned Under Rule 251.3 to allow the Capital Area Council of Governments (CAPCOG) to pay Travis County \$202,008 from FY 2005 9-1-1 revenue. The County is to use this revenue for the sole purpose of reimbursing and funding eligible 9-1-1 system operation and network expenditures in compliance with Rule 251.3.

The form agreements will be completed for each district and each entity with its name, signing authority, contact, and other relevant information. The amount of the reimbursements and the items for which reimbursement will be allowed are stated in the Attachment "A" to each agreement. Each finalized agreement with a completed Attachment "A" will be approved by the district and the entity named, signed by it, and then submitted to the Court for final approval.

Once executed, agreements renew automatically and Attachment "A" will be amended each year to state the amount and reimbursable items for that year based on the amount of future funding received from CAPCOG under Rule 251.3. Each year, Emergency Services will update the Court on the proposed amendments to Attachment "A". With the Court's approval, the Attachment "A" will be modified and submitted to the appropriate signing authorities for approval before reimbursements are made.

Thank you for your consideration in this matter.

12 Entire Agreement.

12.1 Attachment. Attachment A-Equipment and Reimbursement Schedule is made a part of this contract and constitutes promised performances by ESD under this agreement.

12.2 Agreement All Inclusive. All oral and written agreements between the parties to this agreement relating to the subject matter of this agreement that were made prior to the execution of this agreement have been reduced to writing and are contained in this document.

13 Assignability. Neither party may assign any of the rights or duties created by this agreement without the prior written approval of the other party. It is acknowledged by ESD that no officer, agency, employee or representative of County has any authority to grant such assignment unless expressly granted that authority by the Commissioners Court.

14 Amendments.

14.1 Amendment of Agreement. Any change to the provisions of this Agreement except for changes to Attachment A must be made in writing and signed by both parties: County and ESD. It is acknowledged by ESD that no officer, agency, employee or representative of County has any authority to change the provisions of this agreement unless expressly granted that authority by Commissioners Court.

14.2 Amendment of Attachment A. County may amend the equipment and reimbursement stated in Attachment A annually by sending a notice of amendment change in compliance with 15.01 to ESD at least sixty (60) days before the beginning of the next Contract Year. If ESD does not send a notice in compliance with 15.01 stating that the change is unacceptable before its effective date, ESD shall accept the changes stated in the notice of amendment change. If ESD sends a notice that the change is unacceptable, no funding is available to ESD during that Contract Year.

14.3 ESD Request. ESD must submit all requests for changes to this agreement to Emergency Services Coordinator. The Emergency Services Coordinator must present the ESD's requests to Commissioners Court for consideration.

14.4 County Request. County must submit all requests for changes to this agreement to the **Title Of Signing Authority**. The **Title Of Signing Authority** must present County's requests to the Board for consideration.

15 Notices.

15.1 Method of Notice. Any notice required or permitted to be given under this agreement by one party to the other must be in writing and must be given and is deemed to have been given immediately if delivered in person to the address set forth in 15.2 or 15.3 for the party to whom the notice is given, or on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at the address specified in 15.2 or 15.3.

15.2 Address of County. The address of County for all purposes under this contract must be:

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

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

Honorable David Escamilla (or his successor in office)
Travis County Attorney
P. O. Box 1748
Austin, Texas 78767-1748
File No. 260.**FileNumber.SubFileNumber**

and

Danny Hobby (or his successor)
Travis County Emergency Services Coordinator
P. O. Box 1748
Austin, Texas 78767-1748

15.3 Address of ESD. The address of the ESD for all purposes under this agreement and for all notices hereunder must be:

Name Of Signing Authority (or his successor)
Title Of Signing Authority
ESD Address
City, Texas Postal Code

15.4 Change of Address. Each party may change the address for notice to it by giving notice of the change in accordance with the provisions of 15.1.

16 Interpretation of Contract.

16.1 Third Party Rights Not Created This agreement is not intended and shall not be construed to create any rights or remedies in any person or legal entity that is not a party to it and neither County nor ESD is waiving any defense or immunity to which it is entitled against any person or legal entity that is not a party to it.

16.2 Law. This agreement is governed by the laws of Texas and is performable in Travis County, Texas.

16.3 Severability. If any portion of this agreement is ruled invalid by a court of competent jurisdiction, the remainder of the agreement must be construed as if that portion were not included in the agreement and the remainder must remain valid and binding.

16.4 Definitions. In this Agreement,

16.4.1 Board "Board" means the Board of Emergency Services Commissioners of Travis County Emergency Services District Number # of District.

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

16.4.3 Contract Year. "Contract Year" means the year ending with the Travis County fiscal year which ends September 30 of each calendar year.

16.4.4 Day. "Day" means calendar day.

16.4.5 Equipment. "Equipment" means the radios, pagers, console equipment, computer hardware and software and other communications equipment described in Attachment A and operated by ESD.

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

16.6 Number and Gender. Words of any gender in this agreement must be construed to include any other gender and words in either number must be construed to include the other unless the context in the agreement clearly requires otherwise.

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

17 Legal Authority.

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

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

17 Duplicate Originals.

17.1 This document is executed in duplicate originals.

TRAVIS COUNTY

By:

Samuel T. Biscoe, County Judge
Travis County, Texas

Date: _____

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NUMBER # of District

By:

Name Of Signing Authority
Title Of Signing Authority

Date: _____

APPROVED AS TO FORM:

Attorney for Travis County Emergency Services District Number # of District

ESD
Interlocal Cooperation Agreement

Attachment A – Equipment and Reimbursement Schedule

The Equipment ESD is authorized to purchase under this Agreement during contract year ending September 30, 2008 includes the following:

Equipment Type And Number

The total reimbursement available for this Equipment during contract year ending September 30, 2008 is \$_____

List of Variables

of ESD

Title Of Signing Authority

FileNumber.SubFileNumber

Name Of Signing Authority

ESS Address

City

Postal Code

Equipment Type And Number

Annual Total Reimbursement

INTERLOCAL COOPERATION AGREEMENT
FOR USE OF REVENUE RETURNED UNDER RULE 251.3
BY NAME OF GOVERNMENTAL ENTITY

This Agreement is made by the following parties:

Travis County, a political subdivision of Texas ("County") and

Name of Governmental Entity, Description of Governmental Entity ("OGE").

RECITALS

Travis County is a member of Capital Area Council Of Governments ("CAPCOG"). Pursuant to Rule 251.3, the Commissioner on State Emergency Communications Rule for the Largest County ("CSEC Rule"), CAPCOG must return certain funds to County. County must use these funds for the sole purpose of reimbursing and funding eligible 9-1-1 system operation and network expenditures in compliance with that rule.

The purpose of this agreement is to provide the **OGE** funds for reimbursement of certain 9-1-1 system related expenditures.

Both County and **OGE** are authorized pursuant to TEX. GOV'T CODE ANN., ch. 791, to enter into an Interlocal Cooperation Agreement for the purpose described in this agreement.

AGREEMENT

NOW, THEREFORE, County and **OGE** agree to the following terms and conditions:

1 Term.

1.1 Contingent Term. This agreement is contingent upon both the continuation of and the existence of Rule 251.3, the CSEC Rule for the Largest County. If this Rule is changed or amended so that funding is not provided to County for any reason, this agreement is automatically terminated.

1.2 Initial Term. This agreement commences on the date on which it is signed by the last party to sign it. This agreement continues in force until the earlier of September 30, 2008 or the occurrence of one of the contingencies that automatically terminate this agreement.

1.3 Automatic Renewal. If the contingency in 1.1 has not occurred, this agreement automatically renews on October 1st of each year for a term of one (1) year

unless either this agreement is terminated sooner pursuant to 10.0.

2 OGE Responsibilities.

2.1 **OGE** shall use the funds provided under this agreement only in compliance with the expenditures described in Attachment A for that Contract Year.

2.2 Notice of Expenditures. Within thirty (30) days after notice of County's receipt of funds returned under Rule 251.3, **OGE** shall provide County with a description of its allowable 9-1-1 expenditures within the last twelve months and planned expenditures within the next twelve months.

2.3 Purchase of Equipment. **OGE** shall request reimbursement only for purchase of communications Equipment directly related to 9-1-1 emergency response.

2.4 Current Revenue Payments. **OGE** shall pay for all costs incurred pursuant to this agreement from current revenue funds.

2.5 Compliance with Laws. **OGE** shall comply with all applicable laws, rules and regulations in the performance of this agreement.

3 County Responsibilities.

3.1 Notice of Limitations. If funds are available for reimbursement of **OGE** purchases, County may notify **OGE** of return of any revenue under Rule 251.3.

3.2 Determination of Funding. County shall consider the types of expenditures that would most benefit the 9-1-1 system and determine the types of expenditures for which it will offer reimbursement each year. County shall also consider the notices received from all governmental entities for reimbursement of expenditures that comply with Rule 251.3. County shall notify **OGE** of the type of expenditures that qualify for that year and the amount of funding that is available for **OGE**. The notice shall include a copy of Attachment A for the Contract Year covered by the notice, the allowable types of reimbursement, and the total amount of reimbursement available.

3.3 Current Revenue Payments. County shall pay for all costs incurred pursuant to this agreement from current revenue funds.

3.4 Compliance with Laws. County shall comply with all applicable laws, rules and regulations in the performance of this agreement.

4 Liability. County is not liable for and **OGE** assumes full risk of any claims, damages or attorney's fees of every kind for injury to or death of any person and for damages to or loss of property arising in whole or in part, directly or indirectly as a result of this agreement.

5 Retention, Accessibility and Audit of Records.

5.1 OGE Retention. OGE shall maintain all records and documentation for all Equipment to be reimbursed under this agreement in a readily available state and location for three (3) years after the agreement term in which OGE last received funds.

5.2 County Access. OGE shall give County, or its duly authorized representatives, access to and the right to examine all records, and other papers related to Equipment reimbursed under this agreement, at reasonable times and for reasonable periods. These rights to access continue as long as these records are retained by OGE.

5.3 County Audit. County has the right to conduct a financial audit of the OGE's performance of this agreement. OGE agrees to permit County, or its authorized representatives, to audit OGE's records that relate to this agreement and to obtain any document, materials or information necessary to facilitate this audit.

6. Limit on Agents. No agent, official, employee, or representative of County has the authority to amend or assign this agreement or waive violations of it unless expressly granted this specific authority by the Commissioners Court. No agent, official, employee or representative of OGE has the authority to amend or assign this agreement or waive violations of it unless expressly granted this specific authority by the Board.

7 County Right to Contract: Other Entities. County may contract with other entities to provide for the use of revenue returned pursuant to Rule 251.3.

8 Breach. The failure of either party to comply with the terms and conditions of this agreement is a breach of this agreement.

9 Mediation. When mediation is acceptable to both parties in resolving a dispute arising under this agreement, the parties agree to use the Dispute Resolution Center of Austin, Texas as the provider of mediators for mediation as described in the TEX. CIV. PRAC. AND REM. CODE ANN., §154.023. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation must remain confidential as described in TEX. CIV. PRAC. AND REM. CODE ANN., §154.073, unless both parties agree, in writing, to waive the confidentiality.

10 Termination.

10.1 County Termination. County may terminate this agreement for one or more of the following reasons at any time in compliance with 10.2

10.1.1. OGE has failed to use the funds provided in compliance with this agreement and Rule 251.3,

10.1.2. OGE has failed to comply with any term or condition of this agreement, or

10.1.3 County has failed to receive any funds pursuant to Rule 251.3.

10.2 Procedure. At least twenty (20) days before the effective date of termination, County must notify **OGE** in compliance with 15.01 of the decision to terminate this agreement, the existence and nature of the breach, and the effective date of termination. **OGE** may avoid termination of this agreement pursuant to 10.1 if **OGE** cures the breach to the satisfaction of County within twenty (20) days of receipt of this notice. This time to cure may be extended, at the sole discretion of County, as long as the **OGE** diligently continues to work toward completion of the cure. If the breach is not cured to the satisfaction of County prior to the effective date of termination or any extension of the date allowed by County in writing, the **OGE** is in default and the participation of the **OGE** is automatically terminated on that date.

10.3 **OGE** Termination. **OGE** may terminate this agreement at any time in compliance with 10.4 if County has failed to comply with any term or condition of this agreement:

10.4 Procedure. At least twenty (20) days before the date of termination, **OGE** must notify County in compliance with 15.1 of the decision to terminate this agreement, the reasons for termination, and the effective date of termination. County may avoid termination of this agreement if County corrects the causes of the reasons for termination stated in the notice to the satisfaction of the **OGE** prior to the effective date of termination.

10.5 Mutual Termination. Either party has the right to terminate this agreement when both parties agree, in writing, that the continuation of the activities under this agreement would not produce beneficial results commensurate with the further expenditure of funds and what conditions of termination will apply, including the effective date of termination.

11 Non-Waiver and Reservation of Remedies.

11.1 Non-Waiver. Any act of forbearance by either party to enforce any provision of this agreement must not be construed as a modification of this agreement or as a waiver of any breach or default of the other party which then exists or may subsequently exist. The failure of either party to exercise any right or privilege granted in this agreement must not be construed as a waiver of that right or privilege. In this agreement, County and **OGE** do not waive any immunity or defense that would otherwise be available to them against claims arising in the exercise of their governmental powers and functions.

11.2 Reservation of Rights and Remedies. All rights of both parties under this agreement are specifically reserved. Any payment, act or omission by a party must not impair or prejudice any remedy or right of that party under this agreement. Any right or remedy stated in this agreement must not preclude the exercise of any other right or remedy under this agreement, the law or at equity, nor must any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

12 Entire Agreement.

12.1 Attachment. Attachment A-Equipment and Reimbursement Schedule is made a part of this contract and constitutes promised performances by **OGE** under this agreement.

12.2 Agreement All Inclusive. All oral and written agreements between the parties to this agreement relating to the subject matter of this agreement that were made prior to the execution of this agreement have been reduced to writing and are contained in this document.

13 Assignability. Neither party may assign any of the rights or duties created by this agreement without the prior written approval of the other party. It is acknowledged by **OGE** that no officer, agency, employee or representative of County has any authority to grant such assignment unless expressly granted that authority by the Commissioners Court.

14 Amendments.

14.1 Amendment of Agreement. Any change to the provisions of this Agreement except for changes to Attachment A must be made in writing and signed by both parties: County and **OGE**. It is acknowledged by **OGE** that no officer, agency, employee or representative of County has any authority to change the provisions of this agreement unless expressly granted that authority by Commissioners Court.

14.2 Amendment of Attachment A. County may amend the equipment and reimbursement stated in Attachment A annually by sending a notice of amendment change in compliance with 15.01 to **OGE** at least sixty (60) days before the beginning of the next Contract Year. If **OGE** does not send a notice in compliance with 15.01 stating that the change is unacceptable before its effective date, **OGE** shall accept the changes stated in the notice of amendment change. If **OGE** sends a notice that the change is unacceptable, no funding is available to **OGE** during that Contract Year.

14.3 OGE Request. **OGE** must submit all requests for changes to this agreement to Emergency Services Coordinator. The Emergency Services Coordinator must present the **OGE's** requests to Commissioners Court for consideration.

14.4 County Request. County must submit all requests for changes to this agreement to the Title_Of_Signing_Authority. The Title_Of_Signing_Authority must present County's requests to the **Governing_Body** for consideration.

15 Notices.

15.1 Method of Notice. Any notice required or permitted to be given under this agreement by one party to the other must be in writing and must be given and is deemed to have been given immediately if delivered in person to the address set forth in 15.2 or 15.3 for the party to whom the notice is given, or on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at the address specified in 15.2 or 15.3.

15.2 Address of County. The address of County for all purposes under this contract must be:

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

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

Honorable David Escamilla (or his successor in office)
Travis County Attorney
P. O. Box 1748
Austin, Texas 78767-1748
File No. 260.**FileNumber.SubFileNumber**

and

Danny Hobby (or his successor)
Travis County Emergency Services Coordinator
P. O. Box 1748
Austin, Texas 78767-1748

15.3 Address of OGE. The address of the **OGE** for all purposes under this agreement and for all notices hereunder must be:

Name_Of_Signing_Authority (or his successor)
Title_Of_Signing_Authority
OGE_Address
City, Texas Postal_Code

15.4 Change of Address. Each party may change the address for notice to it by giving notice of the change in accordance with the provisions of 15.1.

16 Interpretation of Contract.

16.1 Third Party Rights Not Created This agreement is not intended and shall not be construed to create any rights or remedies in any person or legal entity that is not a party to it and neither County nor **OGE** is waiving any defense or immunity to which it is entitled against any person or legal entity that is not a party to it.

16.2 Law. This agreement is governed by the laws of Texas and is performable in Travis County, Texas.

16.3 Severability. If any portion of this agreement is ruled invalid by a court of competent jurisdiction, the remainder of the agreement must be construed as if that portion were not included in the agreement and the remainder must remain valid and binding.

16.4 Definitions. In this Agreement,

16.4.1 Governing Body "Governing Body" means the Governing Body of Name of Governmental Entity.

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

16.4.3 Contract Year. "Contract Year" means the year ending with the Travis County fiscal year which ends September 30 of each calendar year.

16.4.4 Day. "Day" means calendar day.

16.4.5 Equipment. "Equipment" means the radios, pagers, console equipment, computer hardware and software, and other communications equipment described in Attachment A and operated by **OGE**.

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

16.6 Number and Gender. Words of any gender in this agreement must be construed to include any other gender and words in either number must be construed to include the other unless the context in the agreement clearly requires otherwise.

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

17 Legal Authority.

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

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

17 Duplicate Originals.

17.1 This document is executed in duplicate originals.

TRAVIS COUNTY

By:

Samuel T. Biscoe, County Judge
Travis County, Texas

Date: _____

| **NAME OF GOVERNMENTAL ENTITY**

By:

Name_Of_Signing_Authority
Title_Of_Signing_Authority

Date: _____

APPROVED AS TO FORM:

| Attorney for **Name of Governmental Entity**

**OGE
Interlocal Cooperation Agreement**

Attachment A – Equipment and Reimbursement Schedule

The Equipment **OGE** is authorized to purchase under this Agreement during contract year ending September 30, 2008 includes the following:

| Equipment_Type_And_Number

The total reimbursement available for this Equipment during contract year ending September 30, 2008 is \$ _____

List of Variables

| **NAME OF GOVERNMENTAL ENTITY**

| **Name of Governmental Entity**

| **Description of Governmental Entity**

OGE (short name for other governmental entity)

| **Governing_Body**

| **Title_Of_Signing_Authority**

FileNumber.SubFileNumber

| **Name_Of_Signing_Authority**

| **ESS_Address**

City

| **Postal_Code**

| **EquipmentType_And_Number**

| **Annual_Total_Reimbursement**

Rule 251.3

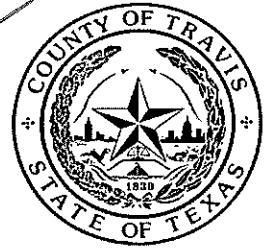
USE OF REVENUE IN CERTAIN COUNTIES

- (a) Purpose. The purpose of this rule is to establish the requirements for the submission and approval of proposals for allocations of revenue under Section 771.0751 of the Texas Health and Safety Code, which provides for use of 9-1-1 funds for services and/or equipment closely related to the 9-1-1 system, but which have not historically been funded under Chapter 771 of the Texas Health and Safety Code.
- (b) Background. As authorized by Chapter 771 of the Texas Health and Safety Code, the Commission on State Emergency Communications (Commission) may impose 9-1-1 emergency service fees and equalization surcharges to support the planning, development, and provision of 9-1-1 service throughout the State of Texas. In accordance with Section 771.055 of the above chapter, such service implementation shall be consistent with regional plans developed by regional planning commissions (RPC). These regional plans must meet standards established by the Commission and include a description of how money allocated to the region under this chapter is to be allocated in the region. Section 771.0751 provides for use of revenue in certain counties for costs associated with the design of a 9-1-1 system and/or the purchase and maintenance of equipment and personnel necessary to establish and operate answering points and related operations.
- (c) Definitions. Unless the context clearly indicates otherwise, terms contained in this rule are defined as shown in Commission Rule 251.14, *General Provisions and Definitions*.
- (d) Eligibility. The eligibility for approval of funding under this rule is established as follows:
 - (1) A PSAP within a county participating in the Commission 9-1-1 program, with a population of at least 700,000 or greater as reported by the Texas State Data Center and adopted per Commission Rule 252.6, *Wireless Service Fee Proportional Distribution*, or
 - (2) A PSAP within the county, participating in the Commission 9-1-1 program, that has the highest population within a RPC as reported by the Texas State Data Center and adopted per Commission Rule 252.6, *Wireless Service Fee Proportional Distribution*.
- (e) Requests. Requests for funding under this rule shall be submitted by the RPC as part of the regional strategic plan or proposed as an amendment to the regional plan, subject to the format and documentation requirements and review and

approval processes as described in Commission Rule 251.1, *Regional Strategic Plans for 9-1-1 Service*, Commission Rule 251.6, *Guidelines for Strategic Plans, Amendments, and Revenue Allocation*, and other applicable Commission rule and policy. Requests should demonstrate that all basic regional 9-1-1 needs are met and maintained prior to any additional costs proposed under this rule.

- (f) Approval. Approval of regional plans or amendments requesting funds under this rule may only be approved by vote of the Commission. Once approved, procurement, operation, and maintenance of enhancements funded under this rule are subject to all applicable Commission rules and policies.
- (g) Review. This rule shall be reviewed biennially in order to incorporate any changes made necessary by Legislative appropriation and/or change in applicable law.

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST



VOTING SESSION: August 26, 2008

I. Request made by: Roger Jefferies, JPS Executive Manager

Requested topic:

Memorandum of Understanding between Travis County, Texas Task Force on Indigent Defense, Texas Department of State Health Services, and Texas A&M University Public Policy Research Institute for a proposed evaluation of the Travis County Mental Health Public Defender Office.

Approved by: _____

(Signature of Commissioner or Judge)

- II. A. Any backup material to be presented to the court must be submitted with this Agenda Request (Original and eight copies)
- B. Please list all of the agencies or officials' names and telephone numbers that must be affected by or involved with this request. Send a copy of this Agenda Request and backup to them:

Jeanette Kinard, Director, Mental Health Public Defender Office

Travis County Auditor's Office

Travis County Clerk's Office

Travis County Sheriff's Office

- III. Required Authorizations: Please check if applicable.

Planning and Budget Office (854-9106)

- ☐ Additional funding for any department or for any purpose
- ☐ Transfer of existing funds within or between any line item
- ☐ Grant

Human Resources Department (854-9165)

- ☐ Change in your department's personnel (reorganization, restructuring, etc.)

Purchasing Office (854-9700)

- ☐ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

- ☒ Contract, Agreement, Policy & Procedure

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AGENDA REQUEST DEADLINE:

All agenda requests and supporting materials must be submitted to the County Judge's office in writing by 12:00 p.m. on Tuesdays for the next week's meeting. Late or incomplete requests may be deferred to the next meeting



JUSTICE & PUBLIC SAFETY DIVISION

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

MEMORANDUM

To: Sam Biscoe, Travis County Judge
Ron Davis, Commissioner, Precinct 1
Sarah Eckhardt, Commissioner, Precinct 2
Gerald Daugherty, Commissioner, Precinct 3
Margaret Gomez, Commissioner, Precinct 4

From: Roger Jefferies, Executive Manager
Justice and Public Safety

Date: August 19, 2008

**SUBJECT: MEMORANDUM OF UNDERSTANDING BETWEEN TRAVIS
COUNTY AND TEXAS A&M TO CONDUCT EVALUATION OF
MENTAL HEALTH PUBLIC DEFENDER OFFICE**

**Criminal Justice
Planning**
Roger Jefferies
(512) 854-4415

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

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

Please see attached a proposed Memorandum of Understanding (MOU) between Travis County, the Texas Task Force on Indigent Defense (TTFID), the Texas Department of State Health Services (DSHS), and the Texas A&M University Public Policy Research Institute.

The Texas Task Force on Indigent Defense is proposing to sponsor an evaluation of the Travis County Mental Health Public Defender Office beginning in December 2008. This is one of three projects in Texas that will be evaluated by Texas A&M to determine the effectiveness of programs working with mentally ill criminal defendants. The other programs to be evaluated are in Tarrant and Dallas Counties.

The MOU outlines each party's responsibilities around the provision and management of data necessary to complete the evaluation, as well as a process to ensure confidentiality of protected health information. Travis County will be responsible for providing defendants' criminal and court case records. To ensure confidentiality, a randomly generated identification number will be created to replace actual identifiers in both datasets. These records will be matched to mental health and substance abuse records in DSHS.

Using this information, the evaluation will report outcomes around access to mental health services; rates of non-criminal diversion or treatment oriented dispositions; rates of sustained participation in community mental health treatment after case disposition; and rates of recidivism.

A list of the proposed data elements and a brief description of the evaluation proposal by Texas A&M is also attached for your information. The evaluation will be conducted at no cost to the County, and up to \$4,000 will be available from the TTFID to cover any expenses incurred for extracting the data and creating the datasets (e.g. overtime for County employees).

The evaluation is expected to be complete by November 2009. The results will be used to compare the effectiveness of each participating county's program, and to guide replication efforts across the state.

Please note that the County Attorney has reviewed and approved the language of the MOU for confidentiality and legal concerns. The proposed signatories on the MOU have also reviewed the language of the MOU and have affirmed their willingness to participate upon approval by the Commissioners Court.

Thank you for your consideration.

c: Jeanette Kinard

Attachments

 **DRAFT**

Memorandum of Agreement between the Task Force on Indigent Defense, the Texas Department of State Health Services – Mental Health and Substance Abuse Services, Texas A&M University's Public Policy Research Institute, and Travis County, Texas

The Task Force on Indigent Defense is a permanent, standing committee of the Texas Judicial Council that the Texas Legislature created as part of the *Fair Defense Act*, in 2001. The task force is sponsoring a research project investigating the effectiveness of programs working with mentally ill criminal defendants, in order to create an opportunity for both the criminal justice and mental health systems to address their challenges in dealing with mentally ill criminal defendants.

Texas A&M University's Public Policy Research Institute will conduct the research over a two-year period beginning around December of 2008. The undersigned Travis County officials have agreed to permit Travis County to be a study site and will permit the research institute to use the county's information, subject to this memorandum's terms. And the Texas Department of State Health Services has agreed to conduct a match of individual-level criminal justice data with the state's mental health or substance abuse record system, as outlined by this memorandum.

AGREEMENT

1. As part of the research project, Travis County shall release defendants' individual-level identifiers in its criminal case data system to the Department of State Health Services. The department will then match the defendants with state-level mental health or substance abuse treatment records. After the match is made, the department will remove all patient identifying information as that term is defined in 42 CFR Part 2, concerning the confidentiality of alcohol and drug abuse patient records. The department will also de-identify defendants' protected health information in accordance with 45 CFR section 164.514(b)(2), which is the Health Insurance Portability and Accountability Act (HIPPA) Privacy Rule's requirement for de-identifying protected health information.
2. After removing all patient identifying information and de-identifying protected health information, the department will provide the data to the Public Policy Research Institute for analysis.
3. Travis County will provide the institute with defendants' criminal and court case records in the study sample. These records shall not contain any personal identifiers. So that the institute might join the separate mental health and criminal case records for individual defendants, Travis County shall create a randomly generated identification number to replace actual identifiers in both datasets. Furthermore, because Travis County will retain the only key linking the random identification number back to the original defendant identifiers, the random number may be used to provide the institute with new arrest and court data in the future, while ensuring that the information remains confidential.

DRAFT

4. The Texas A&M University Institutional Review Board and the department institutional review board shall review the project for ethical compliance. The project nonetheless shall fully conform to all legal requirements.
5. The institute shall provide Travis County with up to four thousand dollars (\$4000) to cover costs associated with the county's participation in the project.
6. Subject to the guidelines and procedures provided herein, the undersigned Travis County data custodians consent to releasing criminal and court records in order to assist the task force's sponsored research.

TASK FORCE ON INDIGENT DEFENSE

James D. Bethke, Director
Task Force on Indigent Defense

Date

TEXAS A&M UNIVERSITY – PUBLIC POLICY RESEARCH INSTITUTE

Dotti Carmichael, Ph.D.
Public Policy Research Institute

Date

TEXAS DEPARTMENT OF STATE HEALTH SERVICES

Joe Vesowate
Assistant Commissioner – Mental Health &
Substance Abuse Services

Date

TRAVIS COUNTY, TEXAS

Sam Biscoe
Travis County Judge

Date

Greg Hamilton
Travis County Sheriff

Date

Dana DeBeauvoir
Travis County Clerk

Date

Requested CARE Mental Health and Criminal Justice Data Elements
DRAFT: 6/25/08

Overview of the Methodology

- 1) MIS personnel in Dallas, Travis, and Tarrant Counties will download 5.5 years of criminal records from the criminal justice databases (January, 2003 – present).
- 2) The counties will split these records into two files described below. The files will be linked by a Random ID Number (RIN) assigned before the files are split.
 - a. The first file will include the Random ID Number and personal identifiers. These identifiers will be sent in a common file format to the Department of State Health Services to retrieve information on mental health treatment history from the CARE system.

Data Elements Provided to DSHS to Perform the CARE Match

First and Last Name
Date of Birth (mo./day/yr.)
SSN
Sex
Race/Ethnicity
Primary identifier used by the county
Northstar/CARE ID Number (if available)
Random ID Number *[Tarrant has an identifier that will work for this number]*

- b. The second file containing criminal history and criminal case processing data (described below) will be sent to PPRI. This file must NOT contain any personal identifiers other than the Random ID Number.
- 3) PPRI will rejoin the files using the RIN. Analyses will determine whether people with mental illness receiving a specialized legal defense (i.e., MH Public Defender), Mental Health Court, competency restoration, or other interventions have lower recidivism rates compared to statistically similar people without access to these services.

Special Considerations

- 1) Up to \$4,000 is available to each county to cover overtime or other costs associated with compiling the data.
- 2) We have tried to allow sufficient time to work this project in to your schedule at a reasonable pace. It is our goal to have the complete and final dataset ready for analysis by the end December of 2008.

- 3) We will need to ensure that data is shared in a way that protects anonymity of mental health records. We are awaiting a final recommendation from the Department of State Health Services and Texas A&M University Institutional Review Boards for Ethical Compliance regarding the required procedure. Possible implications for the data transfer include:

We may need to find ways to obscure dates in order to prevent the ability to look up defendant names in public record systems.

We are prepared to sign a formal agreement with your county reaffirming our procedures to ensure consumer anonymity is protected. An example of such an agreement already signed with Tarrant County is available for review.

- 4) We would like to find a way to cross-match defendants across counties so that the same individual arrested in both Dallas and Tarrant Counties, for example, could be assigned the same Random ID Number in both counties.

This could probably be done using the same file of personal identifiers being sent to DSHS for the mental health data match, if the counties in the study are willing to share names of criminal defendants among themselves for the purpose of matching only.

- 5) If you have any questions about the project at any time, feel free to contact me directly:

Dottie Carmichael, Ph.D.
Public Policy Research Institute, Texas A&M University
dottie@ppri.tamu.edu
979.845.9378

CRIMINAL HISTORY/ CASE PROCESSING DATA

NOTE: This is the tentative list of data elements to be provided to PPRI by Dallas, Tarrant and Travis Counties after performing the match described above. Specific details will be discussed with each county in order to accommodate local data standards and issues.

Defendant characteristics

- Sex
- Ethnicity
- Foreign national status
- Marital status

TCIC indicators of prior criminal history (if available)

- Arrests
- Convictions

Case processing milestones for each arrest event

- Offense date
- Arresting agency
- Arrest date
 - [We are also interested in arrests that do not result in booking, and any available detail about what happened to un-booked arrestees, if available]
- Booking date
- Bond date
- Magistration date
- Appointment of counsel
- Filing date
- Release date
- Disposition date
- Sentencing date

Court and prosecution data for each arrest event

- Charges
- Number/type of court events
- Plea vs. Trial

Disposition

Sentence

- Jail/prison time served
- Duration/type of diversion program participation
- Term of probation (assigned and served)

Indigent status

Type of legal counsel

- Assigned vs. Retained counsel

- If assigned: Wheel, MHC attorney, Public Defender, or MHPD

Dates of participation in programs of interest:

Mental Health Public Defender

Mental Health Court

Competency Restoration

Other county programs TBD that might impact recidivism

CARE MENTAL HEALTH INFORMATION

NOTE: This is the list of data elements to be provided to PPRI by DSHS after performing the match described above.

Random ID Number

Diagnosis (including DDx status)

Authorized RDM service package (current or last known)

CARE registration date

Date of most recent contact with DSHS/CARE (earliest possible is 1987)

Quarterly indicator of whether service was provided (yes/no)

Number, duration, and commitment type of state MH hospitalizations

Number, duration, and commitment type of community hospitalizations

Dates of outpatient service intervals (only available after 2005)

Indicator of housing stability

90-day Uniform Assessment Likert rating of overall housing stability

90-day Uniform Assessment code indicating housing type

Indicator of employment stability

90-day Uniform Assessment Likert rating of employment stability

90-day Uniform Assessment code indicating employment status

Representing the Mentally Ill Offender:

An Evaluation of Advocacy
Alternatives

Introduction

- Nearly 1 in 3 Texas prison and state jail inmates are represented in the state mental health database.

- People with mental illness are prone to repeated contact with the justice system and are therefore a particularly costly population for counties.

Task Force on Indigent Defense Initiatives

- Four Mental Health Public Defender units statewide:
 - Travis County
 - Dallas County
 - El Paso County
 - Limestone County

 - TFID Chair and Presiding Judge of the Texas Court of Criminal Appeals, Judge Sharon Keller
 - Heads a judicially-led task force to improve the criminal justice response to people with mental illness:
 - Responsible for administering judicial education for court officials statewide.

 - Policy leadership in developing new roles for legal defenders in improving outcomes for people with mental illness.
-

Overview of the Research

Partners

- ❑ Task Force on Indigent Defense
- ❑ Department of State Health Services
- ❑ State Justice Institute
- ❑ Travis, Dallas, and Tarrant Counties
- ❑ Public Policy Research Institute
- ❑ National Center for State Courts
- ❑ Council for State Governments' State Justice Center

Interventions to be Assessed

- ❑ Mental Health Public Defenders -- Mental health public defenders (MHPD) not only specialize in advocacy for the mentally ill, but also offer forensic social work services to link clients with needed supports:
 - Travis and Dallas Counties
 - ❑ Mental Health Courts -- Dallas and Tarrant Counties are among a very few Texas counties with mature mental health diversion courts built on nearly four years of experience. Dallas County also has a MHC focusing on individuals facing final probation revocation.
 - Dallas (2) and Tarrant Counties
 - ❑ Assertive Case Management -- The Tarrant County Assertive Treatment (TCAT) program provides intensive pre-trial and post-disposition case management services designed to keep mentally ill individuals engaged in treatment and prevent repeat offending.
 - Tarrant County
-

Research Methods

Outcome Data Analysis Phase

- Retrieve records for all criminal defendants arrested in Dallas, Tarrant and Travis Counties over a five-year period (est. 200,000 records/yr.).
- Match each defendant's criminal justice records with mental health and substance abuse treatment records.
- Determine which mentally ill defendants have participated in the pre-trial programs of interest.
- Conduct statistical analyses to see if individuals exposed to the interventions demonstrate improved outcomes:
 - Better access to pre-trial mental health services;
 - Higher rates of non-criminal diversion or treatment-oriented dispositions;
 - Higher rates of sustained participation in community mental health treatment after the case is disposed;
 - Lower rates of recidivism.

Process Analysis Phase

- NCSC will lead site visits to document components of these programs that account for outcomes.
- Results will guide replication in other counties

Results Dissemination Phase

- Study findings will be broadly disseminated
 - Annual Indigent Defense Workshop
 - Judicial Education Program of the Court of Criminal Appeals
 - Strategic Planning Retreat for Selected Counties
-

Timeline

DSHS/TAMU IRB	September 2008
Compilation of County Datasets	December 2008
Integration with DSHS Records	February 2009
Data Analysis	July 2009
Dissemination	November 2009

Supports Needed

From Travis County

- ☐ Access to criminal justice data essential for analysis.
- ☐ Participation in interviews to document "what works."
- ☐ Participation in strategic planning retreats to mentor counties wishing to replicate your programs.
- ☐ Advice, guidance, partnership.

For Travis County

- ☐ Best efforts to allow sufficient time to assemble data at a reasonable pace.
- ☐ Up to \$4,000 to support costs of compiling the data.

Special Considerations

- ☐ Institutional Review Board approval
 - ☐ Formal Data Sharing Agreement to protect confidentiality of protected health information.
-



TRAVIS COUNTY PURCHASING OFFICE

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

314 W. 11th Street, Room 400 Austin, Texas 78701 (512) 854-9700 Fax (512) 854-9185

Approved by: _____

Cyd V. Grimes 8/15/08

Voting Session: Tuesday, August 26, 2008

REQUESTED ACTION: APPROVE CONTRACT AWARD FOR CONSTRUCTION SERVICES FOR THE 2008 HMAC OVERLAY PROGRAM, FOR TRAVIS COUNTY PARKS, IFB NO. B080204-LP, TO THE LOW BIDDER, JD RAMMING PAVING. (TNR)

Points of Contact:

Purchasing: J. Lee Perry

Department: TNR, Joe Gieselman, Executive Manager; Don Ward, Division Manager

County Attorney (when applicable): John Hille

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro, Jose Palacios

Other:

➤ **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action met the compliance requirements as outlined by the statutes.

➤ On Thursday, June 12, 2008, Travis County received four (4) bids in response to IFB No. B080204-LP, 2008 HMAC Overlay Program.

A. The low bidder for Group E, Travis County Parks is JD Ramming Paving. TNR has reviewed the bids and recommends awarding, with Purchasing's concurrence, a construction contract to the low bidder, JD Ramming Paving. in the amount of \$226,219.85.

➤ **Contract Expenditures:** Within the last 12 months \$0.00 has been spent against this contract. ☒ Not applicable

➤ **Contract-Related Information:**

Award Amount: \$226,219.85

Contract Type: Construction

Contract Period: Work completed by November 30, 2008

Contract Modification Information:

Modification Amount: N/A (Firm Amount) (Add'l. comments)

Modification Type: N/A

Modification Period: N/A

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➤ **Solicitation-Related Information:**

Solicitations Sent: 69 Responses Received: 4
HUB Information: Vendor is not a HUB % HUB Subcontractor: 0%

➤ **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: Contracts are being routed for signatures. A draft is attached for court review.

➤ **Funding Information:**

☒ Purchase Requisition in H.T.E.: 446619

☒ Funding Account(s):

<u>Park</u>	<u>Account Number</u>	<u>Com/Sub</u>	<u>Amount</u>
Northeast Metro	506-4945-809-8120	988/064	\$113,109.92
Southeast Metro	506-4945-809-8120	988/064	\$113,109.93
		<u>TOTAL:</u>	<u>\$226,219.85</u>

☒ Comments: N/A

➤ **Statutory Verification of Funding:**

☐ Contract Verification Form: Funds Verified ___ Not Verified ___ by Auditor.

STATE OF TEXAS §

 **DRAFT**

COUNTY OF TRAVIS §

This Agreement is made and entered into this day by and between Travis County, Texas, hereinafter referred to as the "County" and JD RAMMING PAVING, hereinafter referred to as the "Contractor" and shall be binding upon their respective executors, administrators, heirs, successors, and assigns;

WHEREAS, the County desires to enter into a contract for the construction of 2008 HMAC OVERLAY PROGRAM, TRAVIS COUNTY PARKS, in Travis County, Texas, in accordance with the provisions of the State Statutes and conforming to the Contractors' Notice of Construction, Bid Proposal, Specifications and Plans marked HMAC OVERLAY PROGRAM, TRAVIS COUNTY PARKS (IFB NO. B080204-LP), all of which are incorporated herein;

WHEREAS, the Contractor has been engaged in and now does comparable work and represents that he/she is fully equipped, competent, and capable of performing the above desired and outlined work, and is ready and willing to perform such work in accordance with all provisions of the above mentioned Specifications and the Plans marked (IFB NO. B080204-LP);

NOW THEREFORE, in consideration of the County's promise to pay the amount below as totaled in the Bid Proposal hereto attached and made part of this Contract, the Contractor agrees to do at his own proper cost and expense all the work necessary for the construction of 2008 HMAC OVERLAY PROGRAM, PCT 1, 2, LCRA/TRAVIS COUNTY PARKS, EAST SERVICE CENTER AND THE CITY OF LAKEWAY in Travis County, Texas in accordance with the provisions of the aforementioned Contractor's Notice of Construction, the Bid Proposal as awarded by the Commissioners Court, and the Specifications and Plans marked (IFB NO. B080204-LP) to the satisfaction of the Executive Manager of the Transportation and Natural Resources Department of Travis County, Texas.

This contract document, the Contractor's Notice of Construction, the Bid Proposal, and the Specifications and Plans marked (IFB NO. B080204-LP) represent the entire and integrated contract between the County and the Contractor and supersede all prior negotiations, representations, or agreements, either oral or written. This Contract may be amended only by written instrument signed by both the County and the Contractor.

The said Contractor further agrees to be available for work within ten (10) working days, and to complete the work BY November 30, 2008, after receiving a written "Notice to Proceed".

Travis County, Texas, in consideration of the full and true performance of the said work by said Contractor, hereby agrees and binds itself to pay to said Contractor the total contract amount of \$226,219.85 consisting of \$150,000.00 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 the contract and \$76,219.85 for all other charges, including the cost of other services, overhead, materials which do not become part of the finished project or are reusable, and machinery or equipment and its accessory, repair, or replacement parts, and in the manner provided for, within thirty (30) days from the receipt of an acceptable invoice. This division of the contract amount is made to reflect the sales tax purposes only. Contractor shall maintain internal records to verify the division. Contractor shall make these records available upon request of the Travis County Auditor.

This contract shall be construed according to the laws of the State of Texas. The performance for this Contract shall be in Travis County, and venue for any action will lie in Travis County, Texas. The Contractor warrants that the completed project shall be adequate for the purposes intended.

CONTRACT NUMBER 08K00276LP

Notwithstanding anything to the contrary herein, if Contractor is delinquent in payment of taxes at the time of invoicing, Contractor hereby assigns any payments to be made for service rendered under this Contract to the Travis County Tax Assessor-Collector for the payment of said delinquent taxes.

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

The forfeiture provisions of the contract imposed pursuant to the Travis County Ethics Policy may be waived in whole or in part by the Travis County Commissioners Court.

EXECUTED THIS _____ DAY OF _____, YEAR _____.

TRAVIS COUNTY, TEXAS

JD RAMMING PAVING

BY: _____
TRAVIS COUNTY JUDGE

BY: _____

APPROVED AS TO FORM: _____

APPROVED: _____

TRAVIS COUNTY ATTORNEY

COUNTY PURCHASING AGENT

COMMISSIONERS COURT OF THE COUNTY
CERTIFIED FUNDS ARE AVAILABLE

COUNTY AUDITOR, TRAVIS COUNTY

 **DRAFT**

IFB No. B080204-LP
2008 HMAC Overlay Program

III. Bid Requirements
B. Bid Proposal

Ramming

Travis County reserves the right to award a contract or contracts to the lowest responsive bidder or bidders, to award entire programs or portions of programs, or to award no contract at all, at the discretion of the County Commissioners Court.

GROUP E (Travis County Parks Projects)

Bid Item	Spec. Item	Estimated Quantity	Tech Unit Spec.	Description with Unit Price in words	Unit Price	Total Item Amount
1D	340, 502, 677	275	TON	E Level-up and Site Preparation including sweeping, TC, level-up with Type C HMAC, complete, for <u>One Hundred</u> Dollars and <u>No</u> Cents per ton.	\$ <u>100.00</u>	\$ <u>27,500.00</u>
2D	340, 502, 677	29,913	SY	E 1-1/2" Type C HMAC overlay , including tack coat as required, TC, materials, equipment, and labor, Complete, for <u>Six</u> Dollars and <u>Forty Five</u> Cents per square yard.	\$ <u>6.45</u>	\$ <u>192,938.85</u>
3D	110, 502	56	CY	E Unclassified excavation , including removal, hauling, disposal, and TC, Complete, for <u>One Hundred</u> Dollars and <u>No</u> Cents per cubic yard.	\$ <u>100.00</u>	\$ <u>5600.00</u>
4D	662, 502	181	EACH	Temporary pavement markers , Tabs, installed Complete, including TC, shoulder dress-up, project clean-up, and TC removal for <u>One</u> Dollars and <u>No</u> Cents per each.	\$ <u>1.00</u>	\$ <u>181.00</u>
Total Amount Bid					\$	<u>226,219.85</u>

Total Amount Bid: Two hundred twenty six thousand two hundred nineteen dollars and Eighty Five Figures
Words

Tax Exempt Cost*: \$ 150,000.00 Non-Tax Exempt Cost**: \$ 76,219.85

*Tax exempt costs are the total cost of materials incorporated into the project or completely consumed at the job site and services required by or integral to the performance of the Contract.

**Non-Tax exempt costs are all other charges, including the cost of labor, overhead, and materials which do not become part of the project or are not completely consumed at the job site.

THE SUM OF THE TAX AND NON-TAX EXEMPT COSTS MUST EQUAL THE TOTAL AMOUNT BID.

HMAC 1 ½" Overlay Projects –Travis County Parks–“Group E”

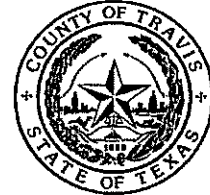
ROAD NAME	BEGINNING	ENDINGIN	LENGTH (FT)	MILES	WIDTH (FT)
NE Metro - Main entrance	Pecan St	Circle	3280.0	0.34	28.00
NE Metro - Multi-Use Eastward entrance	Entry Circle	Multi-Use East Parking lot	1440.0	0.27	27.00
NE Metro - Main entrance westward	Entry Circle	Multi-Use West Parking lot	2000.0	0.38	27.00
Loop 360 Park	West Entrance		75.0	0.01	30.00
Loop 360 Park	West Parking Lot		120.0	0.02	160.00
Loop 360 Park	Boat Ramp		120.0	0.02	50.00
SE Metro - Main entrance (narrow section)	SH-71	Intersection	800.0	0.15	15.00
SE Metro - Main exit (wide section)	Intersection	SH-71	760.0	0.14	25.00
SE Metro - Soccer road	Intersection	Soccer parking lot	575.0	0.11	23.00
SE Metro - Baseball road	Intersection	Baseball parking lot	214.0	0.04	27.00

HMAC 1 ½" Overlay Projects –LCRA/Travis County Parks–“Group F”

PARK	ROAD NAME	LENGTH	MILES	WIDTH
PACE BEND PARK	Nauman / Maxey	75.0	0.01	40.00
PACE BEND PARK	Restroom #1 / Marshall	75.0	0.01	40.00
PACE BEND PARK	Marshall / Thurman	75.0	0.01	40.00
PACE BEND PARK	Thurman / S. Gracey	75.0	0.01	40.00
PACE BEND PARK	Restroom #2 / S Gracey	75.0	0.01	40.00
PACE BEND PARK	Upper S Gracey	75.0	0.01	40.00
PACE BEND PARK	Upper N Gracey	75.0	0.01	40.00
PACE BEND PARK	Lower N Gracey	75.0	0.01	40.00
PACE BEND PARK	South Davis	75.0	0.01	40.00
PACE BEND PARK	Middle Davis	75.0	0.01	40.00
PACE BEND PARK	North Davis	75.0	0.01	40.00
PACE BEND PARK	Collier Boat Ramp	75.0	0.01	40.00
PACE BEND PARK	South Maugam	75.0	0.01	40.00
PACE BEND PARK	Noth Maugam	75.0	0.01	40.00
PACE BEND PARK	South Taylor	75.0	0.01	40.00
PACE BEND PARK	North Taylor	75.0	0.01	40.00
PACE BEND PARK	North Mud Cove	75.0	0.01	40.00
PACE BEND PARK	Restroom #11	75.0	0.01	40.00
PACE BEND PARK	Leavy Cove	800.0	0.15	40.00
PACE BEND PARK	Giles / Leavy	75.0	0.01	40.00
PACE BEND PARK	Restroom #14 / Giles	75.0	0.01	40.00
PACE BEND PARK	North Baldwin	75.0	0.01	40.00
PACE BEND PARK	South Baldwin	75.0	0.01	40.00

RECEIVED
TRAVIS COUNTY

2008 AUG -7 AM 9:26



Lee
8.7.08
MB

TRANSPORTATION AND NATURAL RESOURCES
JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street
Executive Office Building, 11th Floor
P. O. Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4697

August 4, 2008

MEMORANDUM

TO: Cyd Grimes, County Purchasing Agent

FROM: Joseph P. Gieselman, Executive Manager

SUBJECT: Place Item on Commissioners Court Agenda to Award a Construction Services Contract for the FY 2008 HMA Overlay Program (Group E)

Proposed Motion: Award construction service contract for the above project in the amount of \$226,219.85 to the apparent low bidder JD Ramming Paving.

Summary and Staff Recommendation: On Thursday, June 12, 2008, Travis County received bids from four vendors in response to IFB B080204-LP. TNR has reviewed the bids and would like to award the construction contract to the apparent low bidder JD Ramming Paving for \$226,219.85 for work at the Northeast and Southeast Metro Park.

Budgetary and Fiscal Impact: The account numbers for this work are as follows:

Northeast Metro Park

Acct. Number 506-4945-809-8120 WPE008 988/064 \$ 113,109.92

Total Northeast Metro Park \$ 113,109.92

Southeast Metro Park

Acct. Number 506-4945-809-8120 WPE009 988/064 \$ 113,109.93

Total Southeast Metro Park \$ 113,109.93

Page 2

August 4, 2008

Award Construction Contract for the FY 2008 Hot Mix Overlay (Group E)

The \$226,219.85 will be encumbered under requisition number 446619.

Required Authorizations: Planning and Budget, County Attorney's Office, Auditor's Office.

Exhibits: Bid tabulation summary.

BC:JPG:bc

CC: Jessica Rio, Planning & Budget Office
Lee Perry, Purchasing
Sean O'Neal, Auditors
Don Ward, TNR
Brunilda Cruz, TNR

TRAVIS COUNTY PURCHASING CONSTRUCTION CONTRACTS: BID TABULATION FORM

BID NO.:	B080204-LP	BID DATE:	12-Jun-08	BIDS SOLICITED:	
DESCRIPTION:	FY08 HMAC Overlay	OPEN TIME:	2:00 PM	BIDS RECEIVED:	4
DEPARTMENT:	TNR	BIDS EXPIRE:	11-Aug-08	HUBS SOLICITED:	
CONTACT/NO.:	D.Ward/x49317			HUBS RECEIVED:	

Bidders Name	WHEELER COATINGS	ASPHALT PAVING	AUSTIN BRIDGE AND ROAD	RAMMING
Group A	\$1,040,757.30		\$1,104,490.92	
w/alt. A1	\$971,890.08 ✓		No Alt. Submitted	
Group B	\$607,243.14		\$647,664.30	
w/alt. B1	\$568,387.40 ✓		No Alt. Submitted	
Group C	\$799,333.05	\$726,242.10	\$901,669.55	
w/alt. C1	\$756,845.15	\$726,242.10	No Alt. Submitted	
Group D	\$1,157,960.30	\$1,018,650.20		
w/alt. D1	\$1,075,250.30	\$1,018,650.20		
Group E	\$244,581.97			\$226,219.85
w/alt. E1	\$229,625.47			\$226,219.85 ✓
Group F	\$226,011.83			
w/alt. F1	\$220,349.55			
Group G	\$762,603.47			
w/alt. G1	\$705,283.79			
Group H	\$254,901.60			\$265,522.50
Addendum				
Bid Bond				
Ethics				
Cert. Secretary				
Safety				
HUB				
HUB %				

Print Name	SIGNATURE	Date
------------	-----------	------



TRAVIS COUNTY PURCHASING OFFICE

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

314 W. 11th Street, Room 400 Austin, Texas 78701 (512) 854-9700 Fax (512) 854-9185

8

REVISED 2ND PAGE

Approved by: _____

Cyd V. Grimes 8/20/08

Voting Session: Tuesday, August 26, 2008

REQUESTED ACTION: APPROVE TWELVE-MONTH EXTENSION (MODIFICATION NO. 5) TO CONTRACT NO. 03T002880J, APPRISS, INC., FOR THE TEXAS VINE SERVICES AGREEMENT. (SHERIFF'S OFFICE, ITS)

Points of Contact:

Purchasing: Oralia Jones, 854-4204

Department: Sheriff's Office, Bill Campbell, 854-3249, Greg Hamilton, 854-9770, ITS, Nick Macik, 854-4730, Joe Harlow, 854-9666

County Attorney (when applicable): Barbara Wilson, 854-9567

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro And Jose Palacios

Other:

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action met the compliance requirements as outlined by the statutes. The contract provides crime victim notification services to the citizens and residents of Travis County.

This modification will extend the contract for an additional twelve (12) months, from September 1, 2008 through August 31, 2009, and is for the maintenance renewal agreement for the Victim Notification Services for Travis County provided by Appriss, Inc. The Office of the Attorney General (OAG) is currently working on the renewal contract between their office and Travis County. The twelve month extension to the contract between the County and Appriss, Inc. will be contingent upon the approval of the contract renewal between the OAG and Travis County and the OAG funding. The OAG office will provide the funding to Travis County for the services under this agreement (as well as to other Texas counties). Appriss, Inc. is billing a total maintenance amount of \$25,817.00 for the twelve month period, which is the same as the last two years.

Modification No. 4 was previously issued to extend the contract period for an additional twelve (12) months, through August 31, 2008. It was approved by the Commissioners Court on August 28, 2007.

Modification No. 3 was previously issued to extend the contract period for an additional twelve (12) months, through August 31, 2007. It was approved by the Commissioners

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COUNTY JUDICIAL OFFICE
08 AUG 21 AM 09:53

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COUNTY JUDICIAL OFFICE
08 AUG 21 AM 09:14

Court on August 15, 2006.

Modification No. 2 was previously issued to extend the contract period for an additional twelve (12) months, through August 31 2006. It was approved by the Commissioners Court on August 30, 2005.

Modification No. 1 was previously issued to extend the contract period for an additional twelve (12) months, through August 31 2005. It was approved by the Commissioners Court on August 31, 2004.

Appriss provides crime victims notification services to states, political subdivisions of states, and the federal government. They provide substantive notification to victims of crime regarding events relevant to victims of violent crime including but not limited to events in the prosecution, incarceration and release of persons charged or convicted of violent crime in Texas.

- **Contract Expenditures:** Within the last 12 months \$25,817.00 has been spent against this contract.

☐ Not applicable

- **Contract Modification Information:**

Modification Amount: \$25,817.00 Not to Exceed

Modification Type: Annual Contract

Modification Period: September 1, 2008 through August 31, 2009

- **Funding Information:**

☐ Purchase Requisition in H.T.E.:

☒ Funding Account(s) 875-1230-523-6099 – **Revised Account Number**

☒ Comments: The services under this agreement will be funded by the OAG's office through a grant fund.

- **Statutory Verification of Funding:**

☐ Contract Verification Form: Funds Verified ____ Not Verified ____ by Auditor.



Greg Hamilton, Travis County Sheriff
MEMORANDUM

Date August 13, 2008

TO: Ms. Cyd Grimes, Travis County Purchasing Agent

FROM: Bill Campbell 3700, Finance Director

A handwritten signature in cursive script that reads "Bill Campbell".

SUBJECT: Recommendations regarding Contract #03T002880J with Appriss

The above captioned contract is for the operation of the VINE system which protects and notifies crime victims about offender's status. TCSO recommends that the contract be renewed. We appreciate the help of all concerned in the renewal including Purchasing and ITS.

RECEIVED
TRAVIS COUNTY
2008 AUG 13 PM 2:11
PURCHASING
OFFICE

GM200I13
Fiscal Year 2008

Last updated 8-22-08 at 9:30am

TRAVIS COUNTY

8/13/08
14:43:16

Account Balance Inquiry

Account number . . . : 875-1240-523.60-99
Fund : 875 STATE AUTO VICTIM NOTIFIC
Department : 12 INFORMATION & TELECOMMUNI
Division : 40 TECHNICAL SUPPORT
Activity basic . . . : 52 GENERAL GOVERNMENT
Sub activity : 3 INFORMATION SYSTEMS MGMT
Element : 60 OTHER PURCHASED SERVICES
Object : 99 OTHER PURCHASED SERVICES

Original budget : 0

Actual expenditures - current . . : .00
Actual expenditures - ytd . . . : .00
Unposted expenditures : .00
Encumbered amount : .00
Unposted encumbrances : .00
Pre-encumbrance amount : .00
Total expenditures & encumbrances: .00 0.0%
Unencumbered balance : .00 0.0

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

MODIFICATION OF CONTRACT NUMBER: 03T002880J, TEXAS VINE SERVICES AGREEMENT

PAGE 1 OF 1 PAGE

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: Oralia Jones TEL NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: August 12, 2008
ISSUED TO: Appriss Inc. Attn: Mr. Thomas R. Seigle 10401 Linn Station Rd., Suite 200 Louisville, KY 40223	MODIFICATION NO.: 5	EXECUTED DATE OF ORIGINAL CONTRACT: September 2, 2003
ORIGINAL CONTRACT TERM DATES: September 1, 2003 - August 31, 2004 CURRENT CONTRACT TERM DATES: September 1, 2008 - August 31, 2009		

FOR TRAVIS COUNTY INTERNAL USE ONLY:

Original Contract Amount: \$ 161,111.00 (NTE) Current Modified Amount \$ 25,817.00

DESCRIPTION OF CHANGES: Except as provided herein, all terms, conditions, and provisions of the document referenced above as heretofore modified, remain unchanged and in full force and effect.

1. By this modification, Travis County exercises its fourth option to renew the Texas VINE Services Agreement ("Agreement") and extend it for one year from September 1, 2008 to August 31, 2009 on the same terms and conditions as set forth in the Agreement.
2. The cost of the annual maintenance for the fourth option renewal term, which commences September 1, 2008, shall not exceed \$25,817.00.
3. Attached are the following form documents:
 - a. R-05 Service Agreement Renewal Notice
 - b. Exhibit R-05 Maintenance Renewal Automated Victim Notification Services Travis County

COPY

Note to Vendor:

[XX] 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>APPRISS, INC.</u>	<input type="checkbox"/> DBA <input type="checkbox"/> CORPORATION <input type="checkbox"/> OTHER
BY: _____ SIGNATURE	DATE: _____
BY: _____ PRINT NAME	
TITLE: _____ ITS DULY AUTHORIZED AGENT	
TRAVIS COUNTY, TEXAS	DATE: _____
BY: _____ CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	
TRAVIS COUNTY, TEXAS	DATE: _____
BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	

**Exhibit R-05 Maintenance Renewal
Automated Victim Notification Services
Travis County**

Category: Pilot - Large

Subject to the terms and conditions included in the Agreement, this **Exhibit R-05 Schedule of Payments** shall describe the payments that Customer shall pay to Appriss.

Maintenance Amount. Customer shall pay Appriss a maintenance amount for the Renewal of Services determined as follows. This Renewal will extend services through August 31, 2009.

Jail Maintenance Amount	Court Maintenance Amount	Annual Maintenance Amount	# of Months Through 8/31/09	Total Maintenance Amount Due
\$25,817	\$0	\$25,817	12 Months	\$25,817

Out of Scope Costs.¹ These services will be billed directly to the County and may not be reimbursed by the Office of the Attorney General's Grant Program.

Additional costs will be incurred for out of scope work. There will only be three events that constitute out of scope work: (1) if Customer moves their facility requiring Appriss to move interface equipment and telephone lines, then a site move charge will not to exceed \$1,500; (2) if Customer changes its booking system and replaces it with another system for which the Appriss has already built an interface, then there will be a one time charge not to exceed \$3,000; and (3) third if Customer changes its booking system and replaces it with another system for which the Appriss has not built previously an interface then there will be a one time charge not to exceed \$5,000.

<i>1. Customer Facility Move</i>	<i>2. Change of Booking System to vendor-standard system</i>	<i>3. Change of Booking System to non-Vendor-standard system</i>
not-to-exceed \$1,500	not-to-exceed \$3,000	not-to-exceed \$5,000

Additional Services²

Any services, not covered by this Agreement and provided by Appriss shall be billed to Customer at the following rates:

<i>Standard Hourly rate</i>	<i>Overtime Hourly Rate</i>
not-to-exceed \$160 / hour	not-to-exceed \$175 / hour

Services After Termination. Subject to the terms and conditions included in the Agreement, the cost of Services provided by Appriss to the Customer shall be governed by the following payment terms. Following either the expiration or termination of this Agreement, then Customer shall pay Appriss an amount equal to 1/12th the then current Annual Maintenance Fee, for each month that the Customer elects to receive the Services. Customer may elect to receive the Services for any increment of months up to the maximum time period stated in the Agreement.

COPY

¹ based on subsection V. *Out of scope cost for county changes* in the *Service Price* section of the *Vendor Certification*.

² prices as defined in the Appriss's Price Proposal dated August 15th, 2002.

County Copy

R-05 Service Agreement Renewal Notice

DATE: February 13, 2008

CUSTOMER NAME: Travis County

LOCATION: 314 West 11th Street, Suite 520
P.O. Box 1748
Austin, TX 78767

PROJECT TYPE: Travis County VINE Service

ORIGINAL SERVICE AGREEMENT DATE: September 1, 2003

SERVICE AGREEMENT RENEWAL DATE: September 1, 2008

SERVICE AGREEMENT RENEWAL TERM: 12 Months

NEXT SERVICE AGREEMENT RENEWAL DATE: September 1, 2009

PROJECT PRICING: \$25,817

This Service Agreement Renewal Notice, unless specifically noted in the Contract Changes section below, extends all pricing, service terms and other contract provisions of the prior contract period. No interruptions in delivery of Service will occur in relations to this Service Agreement Renewal.

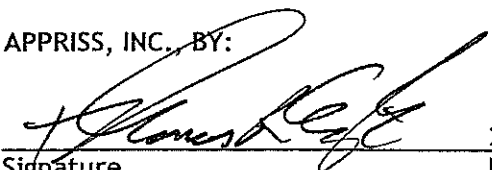
Contract Changes: None

Special Note: Please refer to the Out of Scope Costs referenced in the attached Exhibit R-05 Maintenance Renewal. This is not a contract change, but a reminder of costs that may be incurred when making booking system replacement and/or changes.

AUTHORIZATION:

APPRISS, INC., BY:

Signature


2/25/08
Date

Thomas R. Seigle
Vice-President of Government Sales

CUSTOMER BY:

Signature

Date

Title

Name

COPY

OAG Copy

R-05 Service Agreement Renewal Notice

DATE: February 13, 2008

CUSTOMER NAME: Travis County

LOCATION: 314 West 11th Street, Suite 520
P.O. Box 1748
Austin, TX 78767

PROJECT TYPE: Travis County VINE Service

ORIGINAL SERVICE AGREEMENT DATE: September 1, 2003

SERVICE AGREEMENT RENEWAL DATE: September 1, 2008

SERVICE AGREEMENT RENEWAL TERM: 12 Months

NEXT SERVICE AGREEMENT RENEWAL DATE: September 1, 2009

PROJECT PRICING: \$25,817

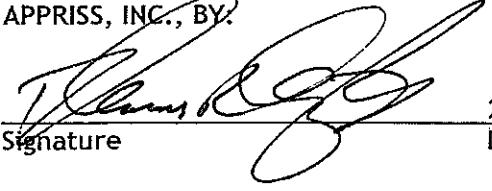
This Service Agreement Renewal Notice, unless specifically noted in the Contract Changes section below, extends all pricing, service terms and other contract provisions of the prior contract period. No interruptions in delivery of Service will occur in relations to this Service Agreement Renewal.

Contract Changes: None

Special Note: Please refer to the Out of Scope Costs referenced in the attached Exhibit R-05 Maintenance Renewal. This is not a contract change, but a reminder of costs that may be incurred when making booking system replacement and/or changes.

AUTHORIZATION:

APPRISS, INC., BY:


Signature _____ Date 2/25/08

Thomas R. Seigle
Vice-President of Government Sales

CUSTOMER BY:

Signature _____ Date _____

Title _____ Name _____

COPY

R-05 Service Agreement Renewal Notice

DATE: February 13, 2008

CUSTOMER NAME: Travis County

LOCATION: 314 West 11th Street, Suite 520
P.O. Box 1748
Austin, TX 78767

PROJECT TYPE: Travis County VINE Service

ORIGINAL SERVICE AGREEMENT DATE: September 1, 2003

SERVICE AGREEMENT RENEWAL DATE: September 1, 2008

SERVICE AGREEMENT RENEWAL TERM: 12 Months

NEXT SERVICE AGREEMENT RENEWAL DATE: Septmber 1, 2009

PROJECT PRICING: \$25,817

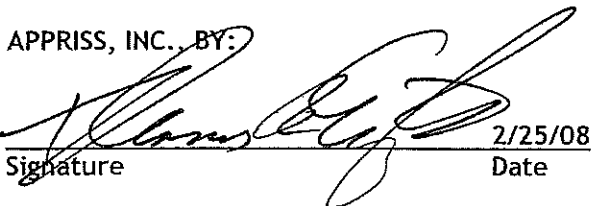
This Service Agreement Renewal Notice, unless specifically noted in the Contract Changes section below, extends all pricing, service terms and other contract provisions of the prior contract period. No interruptions in delivery of Service will occur in relations to this Service Agreement Renewal.

Contract Changes: None

Special Note: Please refer to the Out of Scope Costs referenced in the attached Exhibit R-05 Maintenance Renewal. This is not a contract change, but a reminder of costs that may be incurred when making booking system replacement and/or changes.

AUTHORIZATION:

APPRISS, INC., BY:


Signature Date 2/25/08

Thomas R. Seigle
Vice-President of Government Sales

CUSTOMER BY:

Signature Date

Title Name

COPY



TRAVIS COUNTY PURCHASING OFFICE

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

314 W. 11th Street, Room 400 Austin, Texas 78701 (512) 854-9700 Fax (512) 854-9185

9

Approved by: _____

Cyd V. Grimes 8/19/08

Voting Session: Tuesday, August 26, 2008

REQUESTED ACTION:

A. APPROVE TWELVE (12) MONTH EXTENSION (MODIFICATION NO. 1) TO CONTRACT NO. 07T000060J, ARTHUR J. GALLAGHER, FOR AVIATION INSURANCE COVERAGE.

B. REJECT TRIA COVERAGE (TERRORISM COVERAGE) AND AUTHORIZE THE COUNTY JUDGE TO SIGN THE TRIA DISCLOSURE FORM. (HRMD)

Points of Contact:

Purchasing: Oralia Jones, 854-4204

Department: HRMD, Bill Paterson, 854-9650, Dan Mansour, 854-9499, Linda Moore-Smith, HRMD Director, Alicia Perez, Executive Manager, 854-9342

County Attorney (when applicable): Barbara Wilson, 854-9567

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro and Jose Palacios

Other: Danny Hobby, EMS Exec. Manager, 854-9367

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action met the compliance requirements as outlined by the statutes. The contract provides aviation insurance coverage to the Travis County STAR Flight Eurocopter EC145 helicopters.

The modification will extend the Aviation Insurance Coverage for the two (2) StarFlight Eurocopter EC145 helicopters with Arthur J. Gallagher, for an additional twelve (12) months, through September 30, 2009.

The aviation insurance policy will cover the STAR Flight EC145 Eurocopter helicopters, to include coverage of liability for damages caused by the aircraft.

The rate was offered by Federal Insurance Company underwriters, who offered an annual contract premium of \$206,548.00. HRMD has funded Requisition No. 445085, which has been entered in HTE. HRMD Risk Management does not recommend purchasing the TRIA coverage (Terrorism Coverage).

- **Contract Expenditures:** Within the last 12 months \$201,106.00 has been spent against this contract.

☐ Not applicable

➤ **Contract-Related Information:**

Award Amount: \$206,548.00 (Fixed Amount)

Contract Type: Annual Contract

Contract Period: October 1, 2008 through September 30, 2009

➤ **Funding Information:**

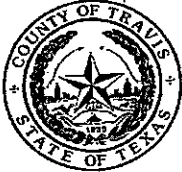
☒ Purchase Requisition in H.T.E.: 445085

☒ Funding Account(s): 525-1140-522-4408

☐ Comments:

➤ **Statutory Verification of Funding:**

☐ Contract Verification Form: Funds Verified _____ Not Verified ____ by Auditor.



Human Resources Management Department

1010 Lavaca St. 2nd Floor

• P.O. Box 1748

• Austin, Texas 78767

• (512) 854-9165 / FAX(512) 854-4203

Memorandum

July 14, 2008

To: Lolly Jones

From: Bill Paterson
Via; Dan Mansour Risk Manager *Dec*

Re: Aviation Insurance RFP.

RECEIVED
TRAVIS COUNTY
PURCHASING
OFFICE
2008 JUL 15 AM 9:08

Dear Ms. Jones,

The Aviation Insurance renewal quote received with a premium of \$206,548.00 is acceptable. Risk Management recommends we exercise the renewal option as provided for in the contract. Risk Management does not recommend the purchasing of the Terrorism coverage

The commodity code is # 962, the sub-commodity code is # 004, and the line item is # 525-114-0522-4408.

Sincerely;

William F Paterson ARM
Risk Specialist

PURCHASE REQUISITION NBR: 0000445085
 STATUS: NEEDS ADDITIONAL INFO
 REASON: CONTRACT RENEWAL
 DATE: 7/15/08

SUGGESTED VENDOR: 70141 ARTHUR J GALLAGHER RISK MANAGE
 DELIVER BY DATE: 10/01/08

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	AVIATION INSURANCE REMIUM EFFECTIVE 10/01/08 COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: AVIATION INSURANCE PREM.	206548.00	DOL	1.0000	206548.00	

REQUISITION TOTAL: 206548.00

A C C O U N T I N F O R M A T I O N

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	52511405224408 INSURANCE PREMIUMS Property		100.00	206548.00
				206548.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

7/28/08 SHOULD THIS BE A CONTRACT REQ?GMC

MODIFICATION OF CONTRACT NUMBER: 07T00006OJ, Aviation Insurance Coverage

PAGE 1 OF 2 PAGES

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: Oralia Jones TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: August 12, 2008
ISSUED TO: Arthur J. Gallagher Risk Mgmt Svcs Inc. Attn: Mr. Robert Compton 14241 Dallas Parkway, Suite 300 Dallas, TX 75254	MODIFICATION NO.: 1	EXECUTED DATE OF ORIGINAL CONTRACT: September 25, 2007
ORIGINAL CONTRACT TERM DATES: <u>October 1, 2007-September 30, 2008</u> CURRENT CONTRACT TERM DATES: <u>October 1, 2008-September 30, 2009</u>		

FOR TRAVIS COUNTY INTERNAL USE ONLY:

Original Contract Amount: \$ 201,506.00 Current Modified Amount \$ 206,548.00

DESCRIPTION OF CHANGES: Except as provided herein, all terms, conditions, and provisions of the document referenced above as heretofore modified, remain unchanged and in full force and effect.

This amendment number one is made by the following parties: Arthur J. Gallagher Risk Management Services, Inc. ("Contractor") and Travis County, Texas ("County").

RECITALS:

County and Contractor entered into a contract for aviation insurance coverage that began October 1, 2007 and ended September 30, 2008. Paragraph 1.0 of the Contract authorizes County to extend the Contract for three additional one year periods. During any exercised option period, all terms and conditions remained unchanged except the term of the contract being extended and the rate changes in compliance with 2.2.

AGREEMENT TO AMEND CONTRACT

Contractor and County agree to amend the Contract as follows:

1.0 EXERCISE OF OPTION

1.01 Pursuant to 1.0 of the Contract, Travis County exercises its option to extend this agreement for the first option period from October 1, 2008 through September 30, 2009.

Note to Vendor:

[XX] Complete and execute (sign) your portion of the signature block section below for all copies and return all signed copies to Travis County.
[] DO NOT execute and return to Travis County. Retain for your records.

LEGAL BUSINESS NAME: _____	<input type="checkbox"/> DBA
BY: _____ SIGNATURE	<input type="checkbox"/> CORPORATION
PRINT NAME _____	<input type="checkbox"/> OTHER
TITLE: _____ ITS DULY AUTHORIZED AGENT	DATE: _____
TRAVIS COUNTY, TEXAS	DATE: _____
BY: _____ CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	DATE: _____
TRAVIS COUNTY, TEXAS	DATE: _____
BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	DATE: _____

COPY

2.0 PREMIUM PAYABLE FOR FIRST OPTION PERIOD

2.01 Pursuant to 2.2 of the Contract, the annual premium for the first option period for each of the aircraft owned at the beginning of the first option period shall be as follows for each of the aircraft:

2005 EuroCopter EC-145, 7 seats

\$ 6,600,000 Insured Hull Value

\$98,901. Each

\$10,000,000 CSL Liability

\$ 4,373. Each

\$500,000 each person and each occurrence Medical Payments, including crew

Miscellaneous Expansion Coverages –as listed in Attachment A including Bambi

Bucket use and rescue hoist

3.0 INCORPORATION OF CONTRACT

3.01 County and Contractor hereby incorporate this amendment into the Contract as amended by Modification One and ratify all of the terms and conditions of the Contract as amended.

COPY

TRAVIS COUNTY



**CLIENT AUTHORIZATION TO BIND COVERAGE
AIRCRAFT HULL & LIABILITY INSURANCE**

After careful consideration of your proposal dated July 10, 2008, insurance program subject to the following exceptions/changes:

Policy Options::

YES	NO	OPTION DESCRIPTION
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bind All Policies As Shown Herein Except As Listed Below:
	<input checked="" type="checkbox"/>	Bind TRIA Terrorism Coverage As Quoted Except For the Following Policies
	<input checked="" type="checkbox"/>	Provide Quotations or Additional Information on the following Coverage Considerations
		We Only Require Electronic Copies of Our Policies

It is understood this proposal provides only a summary of the details; the policies will contain the actual coverages.

We confirm the values, schedules, and other data contained in the proposal are from our records and acknowledge it is our responsibility to see that they are maintained accurately.

CLIENT SIGNATURE

DATED



TRAVIS COUNTY PURCHASING OFFICE
Cyd V. Grimes, C.P.M., Purchasing Agent

314 W. 11th Street, Room 400 Austin, Texas 78701 (512) 854-9700 Fax (512) 854-9185

Approved by: _____

Cyd V. Grimes 8/15/08

Voting Session: Tuesday, August 26, 2008

REQUESTED ACTION: PURSUANT TO SECTION 263.152 OF THE TEXAS LOCAL GOVERNMENT CODE, DECLARE ATTACHED LIST AS SURPLUS PROPERTY AND AUTHORIZE SAME TO BE DISPOSED OF THROUGH DELL, INC. (PURCHASING)

Points of Contact:

Purchasing: Ron Dube, Fixed Assets Mgr., Dan Rollie, Fixed Assets Warehouse Mgr., Rosalinda Garcia, PAA III and Patricia Estrada, Administration

County Attorney (when applicable): John Hille, Kevin Morse

County Planning and Budget Office: Leroy Nellis, Diana Ramirez

County Auditor's Office: Susan Spataro and Jose Palacios

Other: ITS – Joe Harlow, Jackie Goodfellow, Environmental Officer, Charles Williams and Alicia Perez, Executive Manager

- **Purchasing Recommendation and Comments:** Purchasing recommends approval of requested action. This procurement action met the compliance requirements as outlined by the statutes.
- Under our previous agreement with Dell to recycle/dispose of our computer equipment, Purchasing recommends that the Court declare the attached list of computer related systems as surplus property and turn the equipment over to Dell for disposal.

APPROVED () DISAPPROVED ()

BY COMMISSIONERS COURT ON

DATE

COUNTY JUDGE

AQ TYPE	YR	TAG	IMP	DESCRIPTION	SERIAL	COST	INS	DEPTID	P.O.	ASSET	LOC	SIA/FUND
PO PCM	2000	11531	0	PC DELL 733MHZ/133 MINITOWER	11WS401	\$0.00	\$1,074.00	15	10	C10472	50747	WHITID0 A 8001
PO PCM	2000	11574	0	PC MONITOR, 16"	MX06271R47/410VB06BH	\$0.00	\$280.00	15	10	C10472	50792	WHITID0 A 8001
PO MON	2001	11856	0	17" MONITOR, DELL	MX07C0514780118P813N	\$0.00	\$272.00	15	10	C10472	50792	WHITID0 A 8001
PO PRT	1998	30047	0	17" MONITOR, DELL	MX08G16747603235BMMW7	\$0.00	\$0.00	15	10	214543	53595	WHITID0 A 8001
PO MON	1992	64607	0	PRINTER, PANASONIC KX-P1091 DOT MATRIX	OMNARCP22335	\$0.00	\$300.00	15	10	60702	60032	WHITID0 A 8001
PO MON	1992	75505	0	MONITOR, CLUB	AA0213712255	\$0.00	\$300.00	15	10	23330	32613	WHITID0 A 8001
PO MON	1992	75863	0	MONITOR/SAMTRON/14" SUPER VGA	9221013740	\$0.00	\$330.00	15	10	28264	8889	WHITID0 A 8001
PO MON	1992	76736	0	MONITOR, CLUB	AA314400473	\$0.00	\$0.00	15	10	24687	49005	WHITID0 A 8001
PO PRT	1993	77647	0	LASERPRINTER, IBM 4029	11F3293	\$0.00	\$1,652.55	15	10	27586	9243	WHITID0 A 8001
PO PRT	1995	78874	0	HP DESKJET PRINTER 600	SG559T181KJ	\$0.00	\$309.00	37	6	85878	34654	WHITID0 A 8001
PO PRT	1995	78956	1	CANON, PRINTER	SMS39634	\$0.00	\$0.00	15	10	91292	33940	WHITID0 A 8001
PO PRT	1995	78956	1	ACER/LIQUID 15 MB SIMMS	11H731	\$0.00	\$1,146.00	15	10	85761	34245	WHITID0 A 8001
PO PRT	1995	79482	0	PRINTER, LEXMAR 4039	11H731	\$0.00	\$1,653.60	37	35	117611	38255	WHITID0 A 8001
PO PCM	1997	79765	0	PC, PENTIUM P-5-165	11H731	\$0.00	\$343.00	15	10	94846	37204	WHITID0 A 8001
PO MON	1996	79916	0	MONITOR, ACER	11H731	\$0.00	\$947.00	15	10	190709	50406	WHITID0 A 8001
PO NTW	2000	80432	1	BAYSTACK 450-1SX 1-PORT 1000BASE-SX SINGLE PHY MDA	N/A	\$0.00	\$343.00	15	10	188682	50406	WHITID0 A 8001
PO NTW	2000	80432	0	AT 2012E23 5PK BAYSTACK 450-24T SWITCH 24 10/100B 1X	SELKHO0081	\$0.00	\$1,511.37	15	10	37196	27405	WHITID0 A 8001
PO MON	1993	82676	0	MONITOR, 14" PREMIO	AT030500308	\$0.00	\$318.00	15	10	67298	29932	WHITID0 A 8001
PO PRT	1994	83709	0	IBM DOT MATRIX PRINTER	11F0993	\$0.00	\$333.00	15	10	63757	37249	WHITID0 A 8001
PO PRT	1994	83988	0	IBM LASER	4029020	\$0.00	\$945.00	15	10	64458	31760	WHITID0 A 8001
PO PRT	1994	84300	0	LASER PRINTER 6 IBM	55017216	\$0.00	\$926.00	15	10	75529	32524	WHITID0 A 8001
PO PCM	1994	84982	0	486SX-33 MINI TOWER	55017216	\$0.00	\$1,440.00	15	10	83971	32524	WHITID0 A 8001
PO PCM	1995	84989	0	PC, ACER 486/66 DESKTOP	55017160	\$0.00	\$1,125.00	15	10	101748	37177	WHITID0 A 8001
PO COS	1995	84999	1	COMPUTER, ACER	N/A	\$0.00	\$462.00	6	10	71707	36370	WHITID0 A 8001
PO MON	1995	85354	0	MONITOR, ACER	M1761002733	\$0.00	\$384.00	12	50	131201	42608	WHITID0 A 8001
PO PRT	1996	87482	0	PRINTER, DESKJET 856CXI	SG651160XZ	\$0.00	\$0.00	15	10	142821	44959	WHITID0 A 8001
PO COP	1997	87714	0	PC COMPANION, COMPAG C140 WAMB RAM	P707BLN21658	\$0.00	\$384.00	15	10	91719	37848	WHITID0 A 8001
PO PCM	1998	87771	0	COMPAQ PROLIANT 3000	D88248R231025	\$14,477.75	\$600.00	15	10	118052	38932	WHITID0 A 8001
PO COP	1996	88627	0	SCANNER, FUJITSU PARTNER	40813895PJ	\$0.00	\$529.80	37	6	118052	39014	WHITID0 A 8001
PO PRT	1997	89086	0	PRINTER, IBM 4039 10-10PPM LASER	M7H661008607	\$0.00	\$1,599.00	15	10	1183307	39176	WHITID0 A 8001
PO MON	1997	89827	0	MONITOR, ACER 17"	11X0925	\$0.00	\$425.00	49	1	130025	47074	WHITID0 A 8001
PO PRT	1997	89834	0	PRINTER, IBM 4039 10-	91724E+17	\$0.00	\$874.00	15	10	127013	39436	WHITID0 A 8001
PO MON	1997	90453	0	MONITOR, ACER 17" SVGA	11X0939	\$0.00	\$480.00	15	10	125012	40438	WHITID0 A 8001
PO PRT	1997	91010	0	PRINTER, 4039 10PLUS	372815410	\$0.00	\$480.00	15	10	132318	42133	WHITID0 A 8001
PO PCM	1997	91902	0	CPU, PENTIUM P-5-133	23C3188	\$0.00	\$480.00	37	35	132318	42833	WHITID0 A 8001
PO MON	1998	92158	0	MONITOR, IBM 15"	23H2GAT	\$0.00	\$1,825.02	20	10	136619	42229	WHITID0 A 8001
PO MON	1998	92693	0	MONITOR, IBM 15"	23H2GAT	\$0.00	\$2,079.00	20	10	136619	42229	WHITID0 A 8001
PO PRT	1998	93353	0	PC, IBM PC3000GL P200	23H2GAT	\$0.00	\$2,079.00	15	10	136619	42229	WHITID0 A 8001
PO PRT	1998	93864	0	PRINTER, LEXMARK, OPTRA S 1650	11AC982	\$0.00	\$1,629.00	15	10	142105	44357	WHITID0 A 8001
PO PRT	1998	94070	0	PRINTER, OPTRA S 1650 CONFIGURATION 2	11AC982	\$0.00	\$1,629.00	15	10	142105	44357	WHITID0 A 8001
PO PRT	1998	94353	0	PRINTER, HP DESKJET 720C	11T0658	\$0.00	\$297.00	37	6	142105	44357	WHITID0 A 8001
PO MON	1998	94395	0	MONITOR, IBM 19" (15 CAD)	SG7BD1W13D	\$0.00	\$1,085.62	15	10	146529	45443	WHITID0 A 8001
PO PRT	1998	94705	0	PRINTER, HP'S DESKJET 1000CXI	SG7BD1W13D	\$0.00	\$588.00	15	10	139594	43966	WHITID0 A 8001
PO MON	2000	94743	0	MONITOR, DELL 17"	MX04D1334774121H509L	\$0.00	\$217.00	15	10	192632	50356	WHITID0 A 8001
FA PRT	1998	94764	0	MONITOR, ADC SPECIURUM 5E	P5GAB8B612289	\$0.00	\$0.00	37	12	65733	50356	WHITID0 A 8001
PO PRT	1998	94828	0	PRINTER, OPTRA S 1250 CONFIGURATION 1	11M5372	\$0.00	\$1,394.99	20	10	139594	43966	WHITID0 A 8001
PO MON	1998	95672	0	CPU, COMPAQ PROLIANT 3000	DB343BX61181	\$15,638.78	\$527.00	6	10	144295	44675	WHITID0 A 8001
PO PRT	1999	96262	0	MONITOR, DELL 17"	11X0656	\$0.00	\$2,048.00	15	10	155043	47091	WHITID0 A 8001
PO PRT	1999	96269	0	PRINTER, OPTRA S 1625	84779C7H9A	\$0.00	\$4,921.00	37	6	155265	48691	WHITID0 A 8001
PO PRT	1999	96278	0	PRINTER, OPTRA S 1625	348005957	\$0.00	\$977.00	37	6	157487	48431	WHITID0 A 8001
FA PRT	2008	96299	0	PRINTER, SONY	11F1Y85	\$0.00	\$0.00	15	10	157487	48431	WHITID0 A 8001
PO PRT	2000	96303	0	PRINTER, OPTRA S 1625 16PPM, 360 INPU/250	11KXZ00	\$0.00	\$1,574.00	15	10	176490	48891	WHITID0 A 8001
PO MON	1999	96587	0	MONITOR, IBM 17"	23NF459	\$0.00	\$421.00	15	10	155751	46620	WHITID0 A 8001
PO MON	1999	96607	0	MONITOR, IBM 17"	23NF459	\$0.00	\$421.00	15	10	155751	46620	WHITID0 A 8001
PO MON	1999	96633	0	MONITOR, IBM 17"	23Z2854	\$0.00	\$421.00	15	10	155751	46620	WHITID0 A 8001
PO MON	1999	96678	0	MONITOR, IBM 17"	23Z2854	\$0.00	\$421.00	15	10	155751	46620	WHITID0 A 8001
PO MON	1999	97029	0	MONITOR, IBM 17"	23Z2854	\$0.00	\$421.00	15	10	155751	46620	WHITID0 A 8001
PO PCM	1999	97111	0	COMPUTER, IBM P1350MHZ, 64MB RAM, 6.4GB	23BKG48	\$0.00	\$1,560.00	15	10	155751	46620	WHITID0 A 8001
PO PRT	1999	97126	0	PRINTER, OPTRA S 1625 16PPM, 360 INPU/250	23CNH1X	\$0.00	\$1,771.00	15	10	155737	46915	WHITID0 A 8001
PO PRT	1999	97329	0	PRINTER, OPTRA S 1625 16PPM, 350 INPU/250	11CYP22	\$0.00	\$1,502.00	37	6	157300	47107	WHITID0 A 8001

PO PRT	1999	97366	0	PRINTER, OPTRA S 1625 16PPM, 350 INPUT/250	11BVM04	\$0.00	\$1,502.00	15	10	157300	47144	WHITDO	A	8001
PO PRT	1999	97374	0	PRINTER, OPTRA S 1625 16PPM, 350 INPUT/250	11BVP27	\$0.00	\$1,502.00	37	6	157300	47146	WHITDO	A	8001
PO PRT	1999	97377	0	PRINTER, OPTRA S 1625 16PPM, 350 INPUT/250	11BVP49	\$0.00	\$1,502.00	37	6	157300	47152	WHITDO	A	8001
PO PRT	1999	97384	0	PRINTER, OPTRA S 1625 16PPM, 350 INPUT/250	11BVP49	\$0.00	\$1,502.00	15	10	157300	47155	WHITDO	A	8001
PO PRT	1999	97397	0	PRINTER, OPTRA S 1625 16PPM, 350 INPUT/250	11BVP49	\$0.00	\$1,502.00	15	10	157300	47152	WHITDO	A	8001
PO PRT	1999	97404	0	PRINTER, OPTRA S 1625 16PPM, 350 INPUT/250	11BVP49	\$0.00	\$1,502.00	15	10	157300	47175	WHITDO	A	8001
PO MON	2000	97586	0	MONITOR, DELL 17"	MX055VLV4/80107KH2A4	\$0.00	\$1,502.00	37	6	157300	47182	WHITDO	A	8001
PO MON	1999	97742	0	MONITOR, VIEWSONIC 19"	CV3306831	\$0.00	\$365.00	15	10	188640	49992	WHITDO	A	8001
PO SRV	1999	97944	0	POWERWARE UPS	BR124C908	\$0.00	\$812.00	6	10	175327	48764	WHITDO	A	8001
PO PRT	1999	98529	0	PRINTER, HP LASERJET 4050T	USC0C0036	\$0.00	\$597.42	15	10	163864	47321	WHITDO	A	8001
PO MON	2000	98034	0	MONITOR, DELL 17"	6271RCBMB9	\$0.00	\$1,211.00	15	10	170558	48056	WHITDO	A	8001
PO PRT	2000	99122	0	HP 4050, 17 PPM, 1200 DPI, 8MB, 1-500 TRAY (PC)	USQX067605	\$0.00	\$406.00	15	10	176888	49317	WHITDO	A	8001
PO PRT	2000	99125	0	HP LASERJET 4050T, 17PPM, 1200 DPI, 16MB, 1-500 TRAY (PC)	USQX067605	\$0.00	\$2,417.00	15	10	184199	49518	WHITDO	A	8001
PO PRT	2000	99125	0	HP LASERJET 4050T, 17PPM, 1200 DPI, 16MB, 1-500 TRAY (PC)	USQX067605	\$0.00	\$2,444.00	15	10	184199	49520	WHITDO	A	8001
PO PRT	1995	99730	0	HP DESKJET PRINTER 540	US545FH06W	\$0.00	\$1,136.00	15	10	184300	49207	WHITDO	A	8001
PO MON	2000	100552	0	MONITOR, FLAT PANEL IBM 15.1" TFT, 156A #9493AG1	6630251	\$0.00	\$211.00	37	35	81129	52259	WHITDO	A	8001
PO MON	2000	100561	0	MONITOR, FLAT PANEL IBM 15.1" TFT, 156A #9493AG1	6630251	\$0.00	\$1,049.00	12	61	195112	51485	WHITDO	A	8001
PO MON	2000	100583	0	MONITOR, FLAT PANEL IBM 15.1" TFT, 156A #9493AG1	6630251	\$0.00	\$1,049.00	12	61	195112	51485	WHITDO	A	8001
PO SRV	2000	101098	0	FILE SERVER, IBM NETFINITY 5000 PENTIUM III	231R633	\$0.00	\$1,049.00	15	10	195113	51632	WHITDO	A	8001
PO PRT	2000	101125	0	PRINTER, DESKJET 950C, 11PPM DRAFT BLACK, PHOTO	MY0461515M	\$9,576.00	\$0.00	67	10	189942	50340	WHITDO	A	8001
PO MON	2002	101196	0	MONITOR, 17 INCH BLACK, 320-1325	MX08G1524/60521HB8H	\$0.00	\$294.00	15	10	194317	50522	WHITDO	A	8001
PO MON	2002	101199	0	MONITOR, DELL P992 19"	MX08D4664/74121U40P7	\$0.00	\$265.00	15	10	226082	56750	WHITDO	A	8001
PO MON	2002	101204	0	MONITOR, DELL P992 19"	MX08D4664/74121U40P7	\$0.00	\$343.00	37	6	226166	56823	WHITDO	A	8001
PO MON	2002	101208	0	MONITOR, DELL P992 19"	MX08D4664/74121U40P7	\$0.00	\$373.40	37	6	226166	56829	WHITDO	A	8001
PO PRT	2002	101218	0	LEXMARK OPTRA COLOR 45 PRINTER	MX08D4664/74121U40MQ	\$0.00	\$313.40	37	6	226166	56833	WHITDO	A	8001
PO INW	2000	101323	0	AL2012E3 5PK BAY'STACK 450-241 SWITCH 24 10/100B TX	76075	\$0.00	\$720.00	37	25	241929	60925	WHITDO	A	8001
PO MON	1999	101398	0	MONITOR, IBM 17"	24PAP2	\$0.00	\$1,511.37	15	10	186882	50393	WHITDO	A	8001
PO MON	2001	101837	0	MONITOR, MITSUBISHI DIAMOND PRO 740	102030181	\$0.00	\$421.00	15	10	155751	51240	WHITDO	A	8001
PO PRT	2001	101902	0	PART #C8049A - HEWLETT PACKARD, HP LASERJET 4100	USBEG803275	\$0.00	\$365.00	49	31	209929	62656	WHITDO	A	8001
PO MON	2001	102384	0	MONITOR, DELL 17" FLAT SCREEN	KR004PJK4/60211SA2Q1	\$0.00	\$1,943.00	15	10	207075	52442	WHITDO	A	8001
PO MON	2001	102385	0	MONITOR, DELL 17" FLAT SCREEN	KR004PJK4/60211SA2Q1	\$0.00	\$552.00	15	10	207075	52444	WHITDO	A	8001
PO MON	2001	102387	0	MONITOR, DELL 17" FLAT SCREEN	KR004PJK4/60211SA2Q6	\$0.00	\$552.00	15	10	207075	52447	WHITDO	A	8001
PO COS	2001	102397	1	WINNY STEREO RADIO W/DBX-IV STEREO AND FM RADIO	NA	\$0.00	\$93.00	15	10	213305	62441	WHITDO	A	8002
PO COP	2001	102417	1	DRAWER, 500 SHEET INPUT #11K0688	MX07C8514/8011AQB13B	\$0.00	\$235.51	15	10	202364	51730	WHITDO	A	8001
PO COP	2001	102449	1	TOKEN RING CARD #440020	MY24191G4/80124G6CG	\$0.00	\$477.00	15	10	202477	51757	WHITDO	A	8001
PO COP	2001	102449	2	MEMORY, 16MB #8K00015	MX07C8514/8011AQB13B	\$0.00	\$129.00	15	10	202477	51757	WHITDO	A	8001
PO MON	2001	102449	3	DRAWER, 500 SHEET INPUT #11K0688	MX07C8514/8011AQB13B	\$0.00	\$235.51	15	10	202477	51757	WHITDO	A	8001
PO MON	2002	102653	0	MONITOR, DELL 17"	MY24191G4/80124G6CG	\$0.00	\$264.59	15	10	216784	61196	WHITDO	A	8001
PO PRT	2002	102684	0	DESKJET 990 CXI, 17 PPM DRAFT BLACK, 1.3 PPM BEST	MY24191G4/80124G6CG	\$0.00	\$573.40	15	10	230720	57202	WHITDO	A	8001
PO PRT	2002	102685	0	DESKJET 990 CXI, 17 PPM DRAFT BLACK, 1.3 PPM BEST	MY24191G4/80124G6CG	\$0.00	\$271.00	15	10	238845	60307	WHITDO	A	8001
PO PRT	2002	102686	0	DESKJET 990 CXI, 17 PPM DRAFT BLACK, 1.3 PPM BEST	MY24191G4/80124G6CG	\$0.00	\$271.00	15	10	238845	60309	WHITDO	A	8001
PO PRT	2002	102695	0	DESKJET 990 CXI, 17 PPM DRAFT BLACK, 1.3 PPM BEST	MY24191G4/80124G6CG	\$0.00	\$271.00	15	10	238845	60309	WHITDO	A	8001
PO PRT	2002	102697	0	DESKJET 990 CXI, 17 PPM DRAFT BLACK, 1.3 PPM BEST	MY24191G4/80124G6CG	\$0.00	\$271.00	15	10	238845	60309	WHITDO	A	8001
PO PRT	2002	102703	0	DESKJET 990 CXI, 17 PPM DRAFT BLACK, 1.3 PPM BEST	MY24191G4/80124G6CG	\$0.00	\$271.00	15	10	238845	60309	WHITDO	A	8001
PO PRT	2002	102747	0	DESKJET 990 CXI, 17 PPM DRAFT BLACK, 1.3 PPM BEST	MY24191G4/80124G6CG	\$0.00	\$271.00	15	10	238845	60309	WHITDO	A	8001
PO PRT	2002	102747	0	DESKJET 990 CXI, 17 PPM DRAFT BLACK, 1.3 PPM BEST	MY24191G4/80124G6CG	\$0.00	\$271.00	15	10	238845	60309	WHITDO	A	8001
PO PRT	2002	102747	0	DESKJET 990 CXI, 17 PPM DRAFT BLACK, 1.3 PPM BEST	MY24191G4/80124G6CG	\$0.00	\$271.00	15	10	238845	60309	WHITDO	A	8001
PO PRT	2002	102747	0	DESKJET 990 CXI, 17 PPM DRAFT BLACK, 1.3 PPM BEST	MY24191G4/80124G6CG	\$0.00	\$271.00	15	10	238845	60309	WHITDO	A	8001
PO PRT	2002	102747	0	DESKJET 990 CXI, 17 PPM DRAFT BLACK, 1.3 PPM BEST	MY24191G4/80124G6CG	\$0.00	\$271.00	15	10	238845	60309	WHITDO	A	8001
PO PRT	2002	102747	0	DESKJET 990 CXI, 17 PPM DRAFT BLACK, 1.3 PPM BEST	MY24191G4/80124G6CG	\$0.00	\$271.00	15	10	238845	60309	WHITDO	A	8001
PO PRT	2002	102747	0	DESKJET 990 CXI, 17 PPM DRAFT BLACK, 1.3 PPM BEST	MY24191G4/80124G6CG	\$0.00	\$271.00	15	10	238845	60309	WHITDO	A	8001
PO PRT	2002	102747	0	DESKJET 990 CXI, 17 PPM DRAFT BLACK, 1.3 PPM BEST	MY24191G4/80124G6CG	\$0.00	\$271.00	15	10	238845	60309	WHITDO	A	8001
PO PRT	2002	102747	0	DESKJET 990 CXI, 17 PPM DRAFT BLACK, 1.3 PPM BEST	MY24191G4/80124G6CG	\$0.00	\$271.00	15	10	238845	60309	WHITDO	A	8001
PO PRT	2002	102747	0	DESKJET 990 CXI, 17 PPM DRAFT BLACK, 1.3 PPM BEST	MY24191G4/80124G6CG	\$0.00	\$271.00	15	10	238845	60309	WHITDO	A	8001
PO PRT	2002	102747	0	DESKJET 990 CXI, 17 PPM DRAFT BLACK, 1.3 PPM BEST	MY24191G4/80124G6CG	\$0.00	\$271.00	15	10	238845	60309	WHITDO	A	8001
PO PRT	2002	102747	0	DESKJET 990 CXI, 17 PPM DRAFT BLACK, 1.3 PPM BEST	MY24191G4/80124G6CG	\$0.00	\$271.00	15	10	238845	60309	WHITDO	A	8001
PO PRT	2002	102747	0	DESKJET 990 CXI, 17 PPM DRAFT BLACK, 1.3 PPM BEST	MY24191G4/80124G6CG	\$0.00	\$271.00	15	10	238845	60309	WHITDO	A	8001
PO PRT	2002	102747	0	DESKJET 990 CXI, 17 PPM DRAFT BLACK, 1.3 PPM BEST	MY24191G4/80124G6CG	\$0.00	\$271.00	15	10	238845	60309	WHITDO	A	8001
PO PRT	2002	102747	0	DESKJET 990 CXI, 17 PPM DRAFT BLACK, 1.3 PPM BEST	MY24191G4/80124G6CG	\$0.00	\$271.00	15	10	238845	60309	WHITDO	A	8001
PO PRT	2002	102747	0	DESKJET 990 CXI, 17 PPM DRAFT BLACK, 1.3 PPM BEST	MY24191G4/80124G6CG	\$0.00	\$271.00	15	10	238845	60309	WHITDO	A	8001
PO PRT	2002	102747	0	DESKJET 990 CXI, 17 PPM DRAFT BLACK, 1.3 PPM BEST	MY24191G4/80124G6CG	\$0.00	\$271.00	15	10	238845	60309	WHITDO	A	8001
PO PRT	2002	102747	0	DESKJET 990 CXI, 17 PPM DRAFT BLACK, 1.3 PPM BEST	MY24191G4/80124G6CG	\$0.00	\$271.00	15	10	238845	60309	WHITDO	A	8001
PO PRT	2002	102747	0	DESKJET 990 CXI, 17 PPM DRAFT BLACK, 1.3 PPM BEST	MY24191G4/80124G6CG	\$0.00	\$271.00	15	10	238845	60309	WHITDO	A	8001
PO PRT	2002	102747	0	DESKJET 990 CXI, 17 PPM DRAFT BLACK, 1.3 PPM BEST	MY24191G4/80124G6CG	\$0.00	\$271.00	15	10	238845	60309	WHITDO	A	8001
PO PRT	2002	102747	0	DESKJET 990 CXI, 17 PPM DRAFT BLACK, 1.3 PPM BEST	MY24191G4/80124G6CG	\$0.00	\$271.00	15	10	238845	60309	WHITDO	A	8001
PO PRT	2002	102747	0	DESKJET 990 CXI, 17 PPM DRAFT BLACK, 1.3 PPM BEST	MY24191G4/80124G6CG	\$0.00	\$271.00	15	10	238845	60309	WHITDO	A	8001
PO PRT	2002	102747	0	DESKJET 990 CXI, 17 PPM DRAFT BLACK, 1.3 PPM BEST	MY24191G4/80124G6CG	\$0.00	\$271.00	15	10	238845	60309	WHITDO	A	8001
PO PRT	2002	102747	0	DESKJET 990 CXI, 17 PPM DRAFT BLACK, 1.3 PPM BEST	MY24191G4/80124G6CG	\$0.00	\$271.00	15	10	238845	60309	WHITDO	A	8001
PO PRT	2002	102747	0	DESKJET 990 CXI, 17 PPM DRAFT BLACK, 1.3 PPM BEST	MY24191G4/80124G6CG	\$0.00	\$271.00	15	10	238845	60309	WHITDO	A	8001
PO PRT	2002	102747	0	DESKJET 990 CXI, 17 PPM DRAFT BLACK, 1.3 PPM BEST	MY24191G4/80124G6CG	\$0.00	\$271.00	15	10	238845	60309	WHITDO	A	8001
PO PRT	2002	102747	0	DESKJET 990 CXI, 17 PPM DRAFT BLACK, 1.3 PPM BEST	MY24191G4/80124G6CG	\$0.00	\$271.00	15	10	238845	60309	WHITDO	A	8001
PO PRT	2002	102747	0	DESKJET 990 CXI, 17 PPM DRAFT BLACK, 1.3 PPM BEST	MY24191G4/80124G6CG	\$0.00	\$271.00	15	10	238845	60309	WHITDO	A	8001
PO PRT	2002	102747	0	DESKJET 990 CXI, 17 PPM DRAFT BLACK, 1.3 PPM BEST	MY24191G4/80124G6CG	\$0.00	\$271.00	15	10	238845	60309	WHITDO	A	8001
PO PRT	2002	102747	0	DESKJET 990 CXI, 17 PPM DRAFT BLACK, 1.3 PPM BEST	MY24191G4/80124G6CG	\$0.00	\$271.00	15	10	238845	60309	WHITDO	A	8001
PO PRT	2002	102747	0	DESKJET 990 CXI, 17 PPM DRAFT BLACK, 1.3 PPM BEST	MY24191G4/80124G6CG	\$0.00	\$271.00	15	10	238845	60309	WHITDO	A	8001
PO PRT	2002	102747	0	DESKJET 990 CXI, 17 PPM DRAFT BLACK, 1.3 PPM BEST	MY24191G4/80124G6									

PO PCM	2002	113238	0	PC, GX150 MINITOWER	Q#46260536 W/O TOKEN RING	SCNC311	\$0.00	\$999.60	20	30	221682	56447	WHITDU	A	8001
PO PCM	2002	113241	0	PC, GX150 MINITOWER	Q#46260536 W/O TOKEN RING	RGMH411	\$0.00	\$999.60	15	10	222672	56068	WHITDU	A	8001
PO PCM	2002	113249	0	PC, GX150 MINITOWER	Q#46260536 W/O TOKEN RING	6031411	\$0.00	\$999.60	15	10	222671	56497	WHITDU	A	8001
PO PCM	2002	113256	0	PC, GX150 MINITOWER	Q#46260536 W/O TOKEN RING	8CXY411	\$0.00	\$1,119.20	15	10	222553	56428	WHITDU	A	8001
PO PCM	2002	113259	0	PC, GX150 MINITOWER	Q#46260536 W/O TOKEN RING	8CXY411	\$0.00	\$999.60	14	1	223333	56236	WHITDU	A	8001
PO PCM	2002	113271	0	PC, GX150 MINITOWER	Q#46260536 W/O TOKEN RING	HKH511	\$0.00	\$999.60	15	10	223333	56236	WHITDU	A	8001
PO PCM	2002	113272	0	PC, GX150 MINITOWER	Q#46260536 W/O TOKEN RING	4WFF511	\$0.00	\$999.60	12	20	223333	56232	WHITDU	A	8001
PO PCM	2002	113285	0	PC, GX150 MINITOWER	Q#46260536 W/O TOKEN RING	HA3F511	\$0.00	\$999.60	19	20	224339	56869	WHITDU	A	8001
PO PCM	2002	113292	0	PC, GX150 MINITOWER	Q#46260536 W/O TOKEN RING	HMD511	\$0.00	\$999.60	12	50	224339	56869	WHITDU	A	8001
PO PCM	2002	113402	0	COMPUTER, GX240 DESKTOP		4WFF511	\$0.00	\$924.80	15	10	230374	57537	WHITDU	A	8001
PO PCM	2002	113403	0	COMPUTER, GX240 DESKTOP		18WFF11	\$0.00	\$924.80	15	10	230374	57548	WHITDU	A	8001
PO PCM	2002	113404	0	COMPUTER, GX240 DESKTOP		18WFF11	\$0.00	\$924.80	15	10	230374	57556	WHITDU	A	8001
PO PCM	2002	113409	0	COMPUTER, GX240 DESKTOP		2BWF511	\$0.00	\$924.80	15	10	230374	57541	WHITDU	A	8001
PO PCM	2002	113410	0	COMPUTER, GX240 DESKTOP		99WFF11	\$0.00	\$924.80	19	10	230374	57555	WHITDU	A	8001
PO PCM	2002	113411	0	COMPUTER, GX240 DESKTOP		99WFF11	\$0.00	\$924.80	19	10	230374	57555	WHITDU	A	8001
PO PCM	2002	113416	0	COMPUTER, GX240 DESKTOP		3WFF11	\$0.00	\$924.80	15	10	230374	57552	WHITDU	A	8001
PO PCM	2002	113419	0	COMPUTER, GX240 DESKTOP		34XFF11	\$0.00	\$924.80	19	10	230374	57551	WHITDU	A	8001
PO PCM	2002	113424	0	COMPUTER, GX240 DESKTOP		FXFF11	\$0.00	\$924.80	19	20	230374	57532	WHITDU	A	8001
PO PCM	2002	113469	0	COMPUTER, GX240 DESKTOP		8AXFF11	\$0.00	\$924.80	19	20	230374	57527	WHITDU	A	8001
PO PCM	2002	113555	0	COMPUTER, GX260 DESKTOP	W/17" STANDARD MONITOR	1JHWG11	\$0.00	\$924.80	15	10	231398	57271	WHITDU	A	8001
PO PCM	2002	113560	0	COMPUTER, GX260 DESKTOP		JBPM11	\$0.00	\$924.80	15	10	235260	56877	WHITDU	A	8001
PO PCM	2002	113577	0	COMPUTER, GX240 DESKTOP		22VHN11	\$0.00	\$924.80	15	10	236067	60710	WHITDU	A	8001
PO PCM	2002	113581	0	COMPUTER, GX240 DESKTOP		18ZLN11	\$0.00	\$924.80	15	10	236068	60217	WHITDU	A	8001
PO PCM	2002	113582	0	COMPUTER, GX240 DESKTOP		DESLN11	\$0.00	\$924.80	15	10	236068	60467	WHITDU	A	8001
PO PCM	2002	113583	0	COMPUTER, GX240 DESKTOP		66SLN11	\$0.00	\$924.80	15	10	236068	60464	WHITDU	A	8001
PO PCM	2002	113590	0	COMPUTER, GX260 DESKTOP		1F7MN11	\$0.00	\$924.80	15	10	236188	60588	WHITDU	A	8001
PO PCM	2002	113604	0	COMPUTER, GX240 DESKTOP		60TFP11	\$0.00	\$924.80	15	10	236189	60507	WHITDU	A	8001
PO PCM	2002	113606	0	COMPUTER, GX240 DESKTOP		JBVFP11	\$0.00	\$924.80	15	10	236189	60505	WHITDU	A	8001
PO PCM	2002	113607	0	COMPUTER, GX240 DESKTOP		JBVFP11	\$0.00	\$924.80	15	10	236189	60506	WHITDU	A	8001
PO PCM	2002	113608	0	COMPUTER, GX240 DESKTOP		FBVFP11	\$0.00	\$924.80	15	10	236189	60509	WHITDU	A	8001
PO PCM	2002	113611	0	COMPUTER, GX240 DESKTOP		428RP11	\$0.00	\$924.80	15	10	236188	60488	WHITDU	A	8001
PO PCM	2002	113612	0	COMPUTER, GX240 DESKTOP		928RP11	\$0.00	\$924.80	15	10	236188	60493	WHITDU	A	8001
PO PCM	2002	113616	0	COMPUTER, GX240 DESKTOP		818RP11	\$0.00	\$924.80	15	10	236188	60495	WHITDU	A	8001
PO PCM	2002	113617	0	COMPUTER, GX240 DESKTOP		428RP11	\$0.00	\$924.80	15	10	236188	60493	WHITDU	A	8001
PO PCM	2002	113618	0	COMPUTER, GX240 DESKTOP		728RP11	\$0.00	\$924.80	15	10	236188	60490	WHITDU	A	8001
PO PCM	2002	113619	0	COMPUTER, GX240 DESKTOP		418RP11	\$0.00	\$924.80	15	10	236188	60489	WHITDU	A	8001
PO PCM	2002	113673	0	COMPUTER, GX260 DESKTOP		GBHQ511	\$0.00	\$924.80	37	25	238581	60448	WHITDU	A	8001
PO PCM	2002	113674	0	COMPUTER, GX260 DESKTOP		3EBQ511	\$0.00	\$924.80	15	10	238581	60447	WHITDU	A	8001
PO PCM	2002	113675	0	COMPUTER, GX260 DESKTOP		4CBQ511	\$0.00	\$924.80	15	10	238581	60447	WHITDU	A	8001
PO PCM	2002	113690	0	COMPUTER, GX260 DESKTOP		20LQ511	\$0.00	\$924.80	15	10	237535	63135	WHITDU	A	8001
PO PCM	2002	113709	0	COMPUTER, GX260 DESKTOP		40LQ511	\$0.00	\$924.80	37	35	237535	63137	WHITDU	A	8001
PO PCM	2002	113740	0	COMPUTER, GX260 DESKTOP		166Y511	\$0.00	\$924.80	15	10	237535	63092	WHITDU	A	8001
PO PCM	2002	113741	0	COMPUTER, GX260 DESKTOP		216Y511	\$0.00	\$924.80	15	10	237535	63093	WHITDU	A	8001
PO PCM	2002	113742	0	COMPUTER, GX260 DESKTOP		206Y511	\$0.00	\$924.80	15	10	237535	63094	WHITDU	A	8001
PO PCM	2002	113743	0	COMPUTER, GX260 DESKTOP		8K6Y511	\$0.00	\$924.80	15	10	237535	63095	WHITDU	A	8001
PO PCM	2002	113744	0	COMPUTER, GX260 DESKTOP		6C6Y511	\$0.00	\$924.80	15	10	237535	63096	WHITDU	A	8001
PO PCM	2002	113745	0	COMPUTER, GX260 DESKTOP		506Y511	\$0.00	\$924.80	15	10	237535	63097	WHITDU	A	8001
PO PCM	2002	113746	0	COMPUTER, GX260 DESKTOP		786Y511	\$0.00	\$924.80	15	10	237535	63098	WHITDU	A	8001
PO PCM	2002	113747	0	COMPUTER, GX260 DESKTOP		186Y511	\$0.00	\$924.80	15	10	237535	63100	WHITDU	A	8001
PO PCM	2002	113748	0	COMPUTER, GX260 DESKTOP		766Y511	\$0.00	\$924.80	15	10	237535	63101	WHITDU	A	8001
PO PCM	2002	113720	0	COMPUTER, GX260 DESKTOP		466Y511	\$0.00	\$924.80	15	10	237535	63102	WHITDU	A	8001
PO PCM	2002	113721	0	COMPUTER, GX260 DESKTOP		6F6Y511	\$0.00	\$924.80	15	10	237535	63104	WHITDU	A	8001
PO PCM	2002	113723	0	COMPUTER, GX260 DESKTOP		466Y511	\$0.00	\$924.80	15	10	237535	63105	WHITDU	A	8001
PO PCM	2002	113727	0	COMPUTER, GX260 DESKTOP		186Y511	\$0.00	\$924.80	37	35	237535	63110	WHITDU	A	8001
PO PCM	2002	113728	0	COMPUTER, GX260 DESKTOP		906Y511	\$0.00	\$924.80	15	10	237535	63111	WHITDU	A	8001
PO PCM	2002	113730	0	COMPUTER, GX260 DESKTOP		CS6Y511	\$0.00	\$924.80	15	10	237535	63113	WHITDU	A	8001
PO PCM	2002	113731	0	COMPUTER, GX260 DESKTOP		806Y511	\$0.00	\$924.80	15	10	237535	63114	WHITDU	A	8001
PO PCM	2002	113732	0	COMPUTER, GX260 DESKTOP		766Y511	\$0.00	\$924.80	15	10	237535	63115	WHITDU	A	8001

PO MON	2004	120572	0	17" MONITOR, DELL	MX06D251477413CH70N4	\$0.00	\$468.20	49	10	278051	70589	WHITID0	A	8001
PO PGM	2004	120579	0	DELL PRECISION 650 WORKSTATIONS	1YDDG41	\$0.00	\$1872.80	49	1	278051	70580	WHITID0	A	8001
PO MON	2004	120582	0	17" MONITOR, DELL	MX06D251477413CH70N1	\$0.00	\$468.20	49	10	278051	70589	WHITID0	A	8001
PO PGM	2004	120583	0	DELL PRECISION 650 WORKSTATIONS	2YDDG41	\$0.00	\$1872.80	49	10	278051	70581	WHITID0	A	8001
PO MON	2004	120584	0	17" MONITOR, DELL	MX06D251477413CH70SX	\$0.00	\$468.20	49	10	278051	70597	WHITID0	A	8001
PO PGM	2004	120585	0	DELL PRECISION 650 WORKSTATIONS	9YDDG41	\$0.00	\$1,872.80	49	10	278051	70582	WHITID0	A	8001
PO MON	2004	120589	0	DELL PRECISION 650 WORKSTATIONS	HXDDG41	\$0.00	\$1,872.80	49	10	278051	70584	WHITID0	A	8001
PO MON	2003	120644	0	IBM 1560 15 INCH LCD MONITORS, FLAT PANEL	66F7759	\$0.00	\$429.00	15	10	262211	66689	WHITID0	A	8001
PO MON	2003	120645	0	IBM 1560 15 INCH LCD MONITORS, FLAT PANEL	66F7753	\$0.00	\$429.00	15	10	262211	66670	WHITID0	A	8001
PO MON	2003	120646	0	IBM 1560 15 INCH LCD MONITORS, FLAT PANEL	66F7757	\$0.00	\$429.00	15	10	262211	66671	WHITID0	A	8001
PO MON	2003	120647	0	IBM 1560 15 INCH LCD MONITORS, FLAT PANEL	66F7757	\$0.00	\$429.00	15	10	262211	66672	WHITID0	A	8001
PO MON	2003	120834	0	SONY DELUXEPRO SDM-X7218 17 INCH LCD MONITOR	8207858	\$0.00	\$590.00	15	10	262945	67505	WHITID0	A	8001
PO COP	2003	121311	0	PORT REPLICATOR, C/POR12, V3 #310-4802 DELL	MX02E5941011372047M	\$0.00	\$224.00	49	1	266373	68223	WHITID0	A	8001
PO SRV	2003	121405	0	POWEREDGE 4600 W/OPTION 2146GB MEDIA BAY HARDDRV	39X1731	\$6,200.00	\$0.00	20	10	272042	68053	WHITID0	A	8001
FA MON	2007	121463	0	15" FLAT PANEL MONITOR, IBM	66H7692	\$0.00	\$179.20	15	10		82044	WHITID0	A	8001
FA MON	2007	121464	0	15" FLAT PANEL MONITOR, IBM	66H7688	\$0.00	\$179.20	15	10		82046	WHITID0	A	8001
PO PRT	2004	121637	0	DELL A920 COLOR JET PRINTER	7LH6Y31	\$0.00	\$96.00	15	10	282717	70605	WHITID0	A	8001
PO MON	2003	121904	0	15" FLAT PANEL MONITOR, IBM	66H7686	\$0.00	\$179.20	15	10	270418	71701	WHITID0	A	8001
PO MON	2003	121921	0	MONITOR, SONY DELUXEPRO SDM-X7218 17 INCH LCD	8007676	\$0.00	\$484.00	15	10	270851	72919	WHITID0	A	8001
FA MON	2003	121930	0	MONITOR, IBM	66H4416	\$0.00	\$0.00	15	10		87810	WHITID0	A	8001
PO MON	2003	121931	0	15" FLAT PANEL MONITOR, IBM	66H7694	\$0.00	\$179.20	15	10	270418	87812	WHITID0	A	8001
PO MON	2003	121944	0	15" FLAT PANEL MONITOR, IBM	66H7692	\$0.00	\$179.20	15	10	270418	87812	WHITID0	A	8001
FA MON	2007	121948	0	15" FLAT PANEL MONITOR, IBM	66H7692	\$0.00	\$0.00	15	10		81672	WHITID0	A	8001
PO MON	2003	121955	0	MONITOR, SONY DELUXEPRO SDM-X7218 17 INCH LCD	N/A	\$0.00	\$484.00	15	10	270851	81672	WHITID0	A	8001
PO MON	2003	121958	0	MONITOR, SONY DELUXEPRO SDM-X7218 17 INCH LCD	8007672	\$0.00	\$484.00	15	10	270851	72921	WHITID0	A	8001
PO MON	2003	121963	0	MONITOR, SONY DELUXEPRO SDM-X7218 17 INCH LCD	8207754	\$0.00	\$324.55	21	1	282228	71777	WHITID0	A	8001
PO PRT	2004	122067	0	INTL 2490 FORMS PRINTER, LEXMARK	MX06D251477413CH70CP	\$0.00	\$386.06	15	10	292044	73720	WHITID0	A	8001
PO MON	2002	122085	0	17" MONITOR, DELL	MX08G1574760524BCK6	\$0.00	\$231.20	15	10	235023	72042	WHITID0	A	8001
PO MON	2003	122157	0	17" MONITOR, DELL	MX08G157476053ALBFCR	\$0.00	\$231.20	15	10	235023	72042	WHITID0	A	8001
PO MON	2004	122189	0	15" MONITOR, DELL	MX08G1574760443BFAU	\$0.00	\$231.20	15	10	274331	73017	WHITID0	A	8001
PO MON	2004	122219	0	17" MONITOR, DELL	MX08G1574760628BHAM	\$0.00	\$231.20	15	10	274331	73017	WHITID0	A	8001
PO MON	2004	122262	0	17" MONITOR, DELL	MX08G1574760333LB2JLP	\$0.00	\$231.20	15	10	274331	73017	WHITID0	A	8001
PO MON	2004	122283	0	17" MONITOR, DELL	MX08G1574760333LB2JLP	\$0.00	\$231.20	15	10	274331	73017	WHITID0	A	8001
FA MON	2008	122383	0	MONITOR, DELL	MX095WVP4663216192WM	\$0.00	\$1,153.60	12	30		84307	WHITID0	A	8001
PO MON	2004	123277	0	MONITOR, IBM THINKVISION L190P - FLAT	5537958	\$0.00	\$505.00	15	10	287210	72705	WHITID0	A	8001
PO MON	2004	123291	0	MONITOR, IBM THINKVISION L190P - FLAT PANEL	5555451	\$0.00	\$569.00	15	10	292535	72864	WHITID0	A	8001
PO MON	2004	123294	0	MONITOR, IBM THINKVISION L190P - FLAT PANEL	5555442	\$0.00	\$569.00	15	10	292535	72867	WHITID0	A	8001
PO MON	2004	123295	0	MONITOR, IBM THINKVISION L190P - FLAT PANEL	5556334	\$0.00	\$569.00	15	10	292535	72868	WHITID0	A	8001
PO MON	2004	123296	0	MONITOR, IBM THINKVISION L190P - FLAT PANEL	5556435	\$0.00	\$569.00	15	10	292535	72869	WHITID0	A	8001
PO PGM	2004	123382	0	21" MONITOR, DELL	MX06D251477414156073	\$0.00	\$541.88	15	10	282302	71872	WHITID0	A	8001
PO PGM	2004	123383	0	21" MONITOR, DELL	MX06D25147741415606N	\$0.00	\$541.88	15	10	282302	71873	WHITID0	A	8001
PO MON	2004	123426	0	MONITORS, DELL ULTRASHARP 1703HP FLAT PANEL	MX02Y3114760549EAKRN	\$0.00	\$449.10	15	10	283043	71650	WHITID0	A	8001
PO MON	2004	124396	0	21" MONITOR, PRO VIEW	1072009543	\$0.00	\$297.60	21	2	281133	72631	WHITID0	A	8001
PO MON	2004	124410	0	21" MONITOR, PRO VIEW	1072009543	\$0.00	\$297.60	21	2	281133	72631	WHITID0	A	8001
PO MON	2005	124447	0	MONITOR, IBM THINKVISION L191P - FLAT	8861132	\$0.00	\$530.00	15	10	307021	74820	WHITID0	A	8001
PO MON	2005	124448	0	MONITOR, IBM THINKVISION L191P - FLAT	8861127	\$0.00	\$530.00	15	10	307021	74821	WHITID0	A	8001
PO MON	2005	124449	0	MONITOR, IBM THINKVISION L191P - FLAT	8861125	\$0.00	\$530.00	15	10	307021	74822	WHITID0	A	8001
PO MON	2005	124450	0	MONITOR, IBM THINKVISION L191P - FLAT	8861125	\$0.00	\$530.00	15	10	307021	74823	WHITID0	A	8001
PO MON	2005	124451	0	MONITOR, IBM THINKVISION L191P - FLAT	88611102	\$0.00	\$530.00	15	10	307021	74824	WHITID0	A	8001
PO MON	2005	124453	0	MONITOR, IBM THINKVISION L191P - FLAT	8861117	\$0.00	\$530.00	15	10	307021	74825	WHITID0	A	8001
PO MON	2005	124454	0	MONITOR, IBM THINKVISION L191P - FLAT	8861108	\$0.00	\$530.00	15	10	307021	74826	WHITID0	A	8001
PO MON	2005	124455	0	MONITOR, IBM THINKVISION L191P - FLAT	8861109	\$0.00	\$530.00	15	10	307021	74827	WHITID0	A	8001
PO MON	2005	124457	0	IBM THINKVISION L191P - FLAT	8861116	\$0.00	\$529.99	15	10	307565	74854	WHITID0	A	8001
PO MON	2005	124458	0	IBM THINKVISION L191P - FLAT	8861127	\$0.00	\$529.99	15	10	307565	74855	WHITID0	A	8001
PO MON	2005	124461	0	MONITOR, IBM THINKVISION L191P - FLAT	8861125	\$0.00	\$529.99	15	10	307565	74856	WHITID0	A	8001
PO MON	2005	124462	0	MONITOR, IBM THINKVISION L191P - FLAT	8861118	\$0.00	\$529.99	15	10	307565	74857	WHITID0	A	8001
PO MON	2005	124463	0	IBM THINKVISION L191P - FLAT	8861118	\$0.00	\$529.99	15	10	307565	74858	WHITID0	A	8001
PO MON	2005	124465	0	IBM THINKVISION L191P - FLAT	8861118	\$0.00	\$529.99	15	10	307565	74859	WHITID0	A	8001
PO MON	2005	124466	0	IBM THINKVISION L191P - FLAT	8861118	\$0.00	\$529.99	15	10	307565	74860	WHITID0	A	8001
PO MON	2005	124467	0	IBM THINKVISION L191P - FLAT	8861118	\$0.00	\$529.99	15	10	307565	74861	WHITID0	A	8001
PO MON	2005	124468	0	IBM THINKVISION L191P - FLAT	8861118	\$0.00	\$529.99	15	10	307565	74862	WHITID0	A	8001
PO MON	2005	124469	0	IBM THINKVISION L191P - FLAT	8861118	\$0.00	\$529.99	15	10	307565	74863	WHITID0	A	8001
PO MON	2005	124470	0	IBM THINKVISION L191P - FLAT	8861118	\$0.00	\$529.99	15	10	307565	74864	WHITID0	A	8001
PO MON	2005	124471	0	IBM THINKVISION L191P - FLAT	8861118	\$0.00	\$529.99	15	10	307565	74865	WHITID0	A	8001
PO MON	2005	124472	0	IBM THINKVISION L191P - FLAT	8861118	\$0.00	\$529.99	15	10	307565	74866	WHITID0	A	8001
PO MON	2005	124473	0	IBM THINKVISION L191P - FLAT	8861118	\$0.00	\$529.99	15	10	307565	74867	WHITID0	A	8001
PO MON	2005	124474	0	IBM THINKVISION L191P - FLAT	8861118	\$0.00	\$529.99	15	10	307565	74868	WHITID0	A	8001
PO MON	2005	124475	0	IBM THINKVISION L191P - FLAT	8861118	\$0.00	\$529.99	15	10	307565	74869	WHITID0	A	8001
PO MON	2005	124476	0	IBM THINKVISION L191P - FLAT	8861118	\$0.00	\$529.99	15	10	307565	74870	WHITID0	A	8001
PO MON	2005	124477	0	IBM THINKVISION L191P - FLAT	8861118	\$0.00	\$529.99	15	10	307565	74871	WHITID0	A	8001
PO MON	2005	124478	0	IBM THINKVISION L191P - FLAT	8861118	\$0.00	\$529.99	15	10	307565	74872	WHITID0	A	8001
PO MON	2005	124479	0	IBM THINKVISION L191P - FLAT	8861118	\$0.00	\$529.99	15	10	307565	74873	WHITID0	A	8001
PO PRT	2005	124728	0	HP PRINTER, HP OFFICE JET PRINTER/FAX MACHINE	MX530K0004	\$0.00	\$399.99	15	10	312759	75604	WHITID0	A	8001
PO PRT	2005	124911	0	PRINTER, HP OFFICE JET PRINTER/FAX MACHINE	MX54JG13N1	\$0.00	\$737.00	49	45	313060	74930	WHITID0	A	8001

PO PCN	2003	132526	0	COMPUTER, GX260T DESKTOP	1P7SX21		\$0.00	\$924.80	15	10	259134	67575	WHITDU	A	8001
PO PCN	2003	132527	0	COMPUTER, GX260T DESKTOP	4P7SX21		\$0.00	\$924.80	15	10	259134	67573	WHITDU	A	8001
PO PCN	2003	132528	0	COMPUTER, GX260T DESKTOP	B7BSX21		\$0.00	\$924.80	15	10	259131	78889	WHITDU	A	8001
PO PCN	2003	132529	0	COMPUTER, GX260T DESKTOP	3BBSX21		\$0.00	\$924.80	15	10	259133	67596	WHITDU	A	8001
PO PCN	2003	132530	0	COMPUTER, GX260T DESKTOP	277SX21		\$0.00	\$924.80	15	10	259131	78887	WHITDU	A	8001
SC PCN	2008	132545	0	COMPUTER, GX260T DESKTOP	GBPP231		\$0.00	\$924.80	15	10	263374	67484	WHITDU	A	8001
SC PCN	2008	132547	0	COMPUTER, GX260T DESKTOP	7761231		\$0.00	\$924.80	15	10		87793	WHITDU	A	8001
SC PCN	2008	132548	0	COMPUTER, GX260T DESKTOP	8881231		\$0.00	\$924.80	15	10		87794	WHITDU	A	8001
SC PCN	2008	132550	0	COMPUTER, GX260T DESKTOP	2757231		\$0.00	\$924.80	15	10		87795	WHITDU	A	8001
SC PCN	2008	132551	0	COMPUTER, GX260T DESKTOP	1851231		\$0.00	\$924.80	15	10		87797	WHITDU	A	8001
SC PCN	2008	132552	0	COMPUTER, GX260T DESKTOP	F751231		\$0.00	\$924.80	15	10		87798	WHITDU	A	8001
SC PCN	2008	132553	0	COMPUTER, GX260T DESKTOP	3851231		\$0.00	\$924.80	15	10		87799	WHITDU	A	8001
SC PCN	2008	132554	0	COMPUTER, GX260T DESKTOP	B751231		\$0.00	\$924.80	15	10		87800	WHITDU	A	8001
PO PCN	2003	132572	0	COMPUTER, GX260T DESKTOP	2NKG531		\$0.00	\$924.80	15	10	262503	68680	WHITDU	A	8001
PO PCN	2003	132580	0	COMPUTER, GX270T DESKTOP	4441531		\$0.00	\$924.80	45	10	262828	67332	WHITDU	A	8001
PO PCN	2003	132581	0	COMPUTER, GX270T DESKTOP	G231531		\$0.00	\$924.80	15	10	262828	67332	WHITDU	A	8001
PO PCN	2003	132582	0	COMPUTER, GX270T DESKTOP	B441531		\$0.00	\$924.80	45	60	262828	67329	WHITDU	A	8001
PO PCN	2003	132588	0	COMPUTER, GX270T DESKTOP	6341531		\$0.00	\$924.80	45	60	262828	67326	WHITDU	A	8001
PO PCN	2003	132590	0	COMPUTER, GX270T DESKTOP	9231531		\$0.00	\$924.80	45	60	262828	67331	WHITDU	A	8001
PO PCN	2003	132591	0	COMPUTER, GX270T DESKTOP	C231531		\$0.00	\$924.80	45	60	262828	67330	WHITDU	A	8001
PO PCN	2003	132593	0	COMPUTER, GX270T DESKTOP	4741531		\$0.00	\$924.80	45	60	262828	67291	WHITDU	A	8001
PO PCN	2003	132595	0	COMPUTER, GX270T DESKTOP	2741531		\$0.00	\$924.80	45	60	262828	67301	WHITDU	A	8001
PO PCN	2003	132598	0	COMPUTER, GX270T DESKTOP	2231531		\$0.00	\$924.80	45	60	262828	67315	WHITDU	A	8001
PO PCN	2003	132604	0	COMPUTER, GX270T DESKTOP	D741531		\$0.00	\$924.80	45	60	262828	67299	WHITDU	A	8001
PO PCN	2003	132605	0	COMPUTER, GX270T DESKTOP	C641531		\$0.00	\$924.80	45	60	262828	67328	WHITDU	A	8001
PO PCN	2003	132606	0	COMPUTER, GX270T DESKTOP	B841531		\$0.00	\$924.80	45	60	262828	67297	WHITDU	A	8001
PO PCN	2003	132607	0	COMPUTER, GX270T DESKTOP	G741531		\$0.00	\$924.80	45	60	262828	67334	WHITDU	A	8001
PO PCN	2003	132609	0	COMPUTER, GX270T DESKTOP	F641531		\$0.00	\$924.80	45	60	262828	67335	WHITDU	A	8001
PO PCN	2003	132611	0	COMPUTER, GX270T DESKTOP	1341531		\$0.00	\$924.80	45	60	262828	67309	WHITDU	A	8001
PO PCN	2003	132613	0	COMPUTER, GX270T DESKTOP	5341531		\$0.00	\$924.80	45	60	262828	67304	WHITDU	A	8001
PO PCN	2003	132618	0	COMPUTER, GX270T DESKTOP	7541531		\$0.00	\$924.80	45	60	262828	67303	WHITDU	A	8001
PO PCN	2003	132622	0	COMPUTER, GX270T DESKTOP	2731531		\$0.00	\$924.80	45	60	262828	67319	WHITDU	A	8001
PO PCN	2003	132624	0	COMPUTER, GX270T DESKTOP	J741531		\$0.00	\$924.80	45	60	262828	67306	WHITDU	A	8001
PO PCN	2003	132664	0	COMPUTER, GX270T DESKTOP	4741531		\$0.00	\$924.80	45	10	266766	67793	WHITDU	A	8001
PO PCN	2003	132665	0	COMPUTER, GX270T DESKTOP	4841531		\$0.00	\$924.80	45	10	266766	67802	WHITDU	A	8001
PO PCN	2003	132666	0	COMPUTER, GX270T DESKTOP	8841531		\$0.00	\$924.80	45	10	266766	67798	WHITDU	A	8001
PO PCN	2003	132669	0	COMPUTER, GX270T DESKTOP	8841531		\$0.00	\$924.80	45	10	266766	67795	WHITDU	A	8001
PO PCN	2003	132671	0	COMPUTER, GX270T DESKTOP	D741531		\$0.00	\$924.80	45	10	266766	67811	WHITDU	A	8001
PO PCN	2003	132673	0	COMPUTER, GX270T DESKTOP	8841531		\$0.00	\$924.80	45	10	266766	67792	WHITDU	A	8001
PO PCN	2003	132675	0	COMPUTER, GX270T DESKTOP	C641531		\$0.00	\$924.80	45	10	266766	67755	WHITDU	A	8001
PO PCN	2003	132676	0	COMPUTER, GX270T DESKTOP	F641531		\$0.00	\$924.80	45	10	266766	67791	WHITDU	A	8001
PO PCN	2003	132678	0	COMPUTER, GX270T DESKTOP	B641531		\$0.00	\$924.80	45	10	266766	67793	WHITDU	A	8001
PO PCN	2003	132682	0	COMPUTER, GX270T DESKTOP	J741531		\$0.00	\$924.80	45	10	266766	67802	WHITDU	A	8001
PO PCN	2003	132683	0	COMPUTER, GX270T DESKTOP	H841531		\$0.00	\$924.80	45	10	266766	67816	WHITDU	A	8001
PO PCN	2003	132685	0	COMPUTER, GX270T DESKTOP	C741531		\$0.00	\$924.80	45	10	266766	67794	WHITDU	A	8001
PO PCN	2003	132687	0	COMPUTER, GX270T DESKTOP	G641531		\$0.00	\$924.80	45	10	266766	67809	WHITDU	A	8001
PO PCN	2003	132688	0	COMPUTER, GX270T DESKTOP	H641531		\$0.00	\$924.80	45	10	266766	67799	WHITDU	A	8001
PO PCN	2003	132694	0	COMPUTER, GX270T DESKTOP	B741531		\$0.00	\$924.80	45	10	266766	67805	WHITDU	A	8001
PO PCN	2003	132703	0	COMPUTER, GX270T DESKTOP	G741531		\$0.00	\$924.80	45	10	266766	67822	WHITDU	A	8001
PO PCN	2003	132705	0	COMPUTER, GX270T DESKTOP	G741531		\$0.00	\$924.80	45	10	266766	67803	WHITDU	A	8001
PO PCN	2003	132736	0	COMPUTER, GX270T DESKTOP, DELL	CF79131		\$0.00	\$924.80	15	10	267613	77568	WHITDU	A	8001
PO PCN	2003	132738	0	COMPUTER, GX270T DESKTOP, DELL	JD9131		\$0.00	\$924.80	49	11	27617	69207	WHITDU	A	8001
PO PCN	2003	132852	0	COMPUTER, GX270T DESKTOP	G24S131		\$0.00	\$924.80	57	10	27617	69205	WHITDU	A	8001
PO PCN	2003	132853	0	COMPUTER, GX270T DESKTOP	G24S131		\$0.00	\$924.80	57	10	27617	69206	WHITDU	A	8001
PO PCN	2003	132854	0	COMPUTER, GX270T DESKTOP	F24S131		\$0.00	\$924.80	57	10	27617	69203	WHITDU	A	8001
PO PCN	2003	132855	0	COMPUTER, GX270T DESKTOP	JJ02441		\$0.00	\$733.68	15	10	274963	71690	WHITDU	A	8001
PO PCN	2005	133519	0	COMPUTER, GX280 DESKTOP	GJ024C71		\$0.00	\$560.00	12	40	309015	27508	WHITDU	A	8001
CU MON	2007	137064	0	MONITOR, UNISYS	509448049		\$0.00	\$560.00	12	40			WHITDU	A	8001

PO MON	2007	1370651	0	MONITOR, UNISYS	510540147	\$0.00	\$560.00	12	40	83622	WHITDO	A	8001
FA MON	2008	141098	0	21" IBM MONITOR	J073357	\$0.00	\$0.00	21	2	86309	WHITDO	A	8001
PO MON	2008	141120	0	21" IBM MONITOR	55R4929	\$0.00	\$0.00	21	2	86310	WHITDO	A	8001
PO COP	2007	141124	1	STREAMING MEDIA STARTER KIT	N/A	\$0.00	\$2,981.36	12	60	207566	WHITDO	A	8001
FA PC	2008	141125	0	CPU, ACER	A909293	\$0.00	\$0.00	15	10	87808	WHITDO	A	8001
FA PRT	2008	141127	0	PRINTER, HEWLETT-PACKARD	USB313452	\$0.00	\$282.00	37	20	165407	WHITDO	A	8001
PO PRT	1999	141135	0	PRINTER: HP DESKJET	USDH026788	\$0.00	\$281.00	37	25	165407	WHITDO	A	8001
PO PRT	1999	141136	0	PRINTER: HP DESKJET	MY2B2C0HS	\$0.00	\$281.00	37	15	49019	WHITDO	A	8001
SC PRT	2000	141137	0	PRINTER: EPSON	P0128188	\$0.00	\$824.80	19	10	230374	WHITDO	A	8001
PO PC	2002	141141	0	COMPUTER, GX240 DESKTOP	66XF-F1	\$0.00	\$231.20	37	25	231535	WHITDO	A	8001
PO PC	2002	141244	0	17" MONITOR, DELL	MY08G1574760327BBE3	\$0.00	\$998.14	12	50	215982	WHITDO	A	8001
PO PC	2002	141245	0	PC, GX150 MINITOWER	Q#4628036 W/O TOKEN RING	\$0.00	\$924.80	37	49	231535	WHITDO	A	8001
PO PRT	2000	141295	0	COMPUTER, GX260 DESKTOP	FDLQ11	\$0.00	\$385.00	15	10	194226	WHITDO	A	8001
FA CAM	2008	141296	0	LEXMARK PRINTER	MY08M1F13X	\$0.00	\$0.00	39	20	207075	WHITDO	A	8001
PO PC	2001	141297	0	MONITOR, DELL 17" FLAT SCREEN	KR004PJ447602115A2PW	\$0.00	\$562.00	15	10	207075	WHITDO	A	8001
PO PC	2002	141298	0	COMPUTER, GX260 DESKTOP	HB6V511	\$0.00	\$733.68	15	10	313283	WHITDO	A	8001
PO PC	2005	147044	0	COMPUTER, GX260 DESKTOP	FJWL171	\$0.00	\$183.42	15	10	317743	WHITDO	A	8001
PO MON	2005	149626	0	17" CRT WXP MONITOR, DELL	MX0X37824760555BBVCJ	\$0.00	\$249.62	15	10	312993	WHITDO	A	8001
PO MON	2005	149650	0	17" LCD PANEL WXP, DELL	MX0H63024760565HA1FD	\$0.00	\$183.42	15	10	259130	WHITDO	A	8001
PO MON	2005	149701	0	17" CRT WXP MONITOR, DELL	MX0X37824760565BAJ0	\$0.00	\$231.20	15	10	317743	WHITDO	A	8001
PO MON	2003	149831	0	17" MONITOR, DELL	MY0M91334760356UB6ZG	\$0.00	\$183.42	15	10	317743	WHITDO	A	8001
PO MON	2005	149861	0	17" CRT WXP MONITOR, DELL	MY0M913347603581BKRD	\$0.00	\$183.42	15	10	317743	WHITDO	A	8001
PO MON	2005	149862	0	17" CRT WXP MONITOR, DELL	MY0M913347603581BKVD	\$0.00	\$183.42	15	10	317743	WHITDO	A	8001
PO MON	2005	149863	0	17" CRT WXP MONITOR, DELL	MY0M913347603581BKVD	\$0.00	\$183.42	15	10	317743	WHITDO	A	8001
PO MON	2005	149865	0	17" CRT WXP MONITOR, DELL	MY0M913347603581BKVD	\$0.00	\$183.42	15	10	317743	WHITDO	A	8001
PO MON	2005	149866	0	17" CRT WXP MONITOR, DELL	MY0M913347603581BKVD	\$0.00	\$183.42	15	10	317743	WHITDO	A	8001
PO MON	2005	149868	0	17" CRT WXP MONITOR, DELL	MY0M913347603581BKVS	\$0.00	\$183.42	15	10	317743	WHITDO	A	8001
PO MON	2005	149869	0	17" MONITOR, DELL	MY0M913347603581BKVS	\$0.00	\$183.42	15	10	317743	WHITDO	A	8001
PO MON	2005	149869	0	17" MONITOR, DELL	MY0M913347603581BKVS	\$0.00	\$183.42	15	10	317743	WHITDO	A	8001
PO MON	2006	150034	0	17" STD CRT MONITOR, DELL	MY0M913347603581BKVS	\$0.00	\$183.42	15	10	317743	WHITDO	A	8001
PO MON	2006	150044	0	17" STD CRT MONITOR, DELL	MY0M913347603581BKVS	\$0.00	\$183.42	15	10	317743	WHITDO	A	8001
PO MON	2006	150161	0	17" STD CRT MONITOR, DELL	MY0M913347603581BKVS	\$0.00	\$183.42	15	10	317743	WHITDO	A	8001
PO MON	2006	150179	0	17" STD CRT MONITOR, DELL	MY0M913347603581BKVS	\$0.00	\$183.42	15	10	317743	WHITDO	A	8001
PO MON	2006	150184	0	17" STD CRT MONITOR, DELL	MY0M913347603581BKVS	\$0.00	\$183.42	15	10	317743	WHITDO	A	8001
PO MON	2006	150187	0	17" STD CRT MONITOR, DELL	MY0M913347603581BKVS	\$0.00	\$183.42	15	10	317743	WHITDO	A	8001
PO MON	2006	150193	0	17" STD CRT MONITOR, DELL	MY0M913347603581BKVS	\$0.00	\$183.42	15	10	317743	WHITDO	A	8001
PO MON	2006	150195	0	17" STD CRT MONITOR, DELL	MY0M913347603581BKVS	\$0.00	\$183.42	15	10	317743	WHITDO	A	8001
PO MON	2006	150207	0	17" STD CRT MONITOR, DELL	MY0M913347603581BKVS	\$0.00	\$183.42	15	10	317743	WHITDO	A	8001
PO MON	2006	150208	0	17" STD CRT MONITOR, DELL	MY0M913347603581BKVS	\$0.00	\$183.42	15	10	317743	WHITDO	A	8001
PO MON	2006	150212	0	17" STD CRT MONITOR, DELL	MY0M913347603581BKVS	\$0.00	\$183.42	15	10	317743	WHITDO	A	8001
PO MON	2006	150216	0	17" STD CRT MONITOR, DELL	MY0M913347603581BKVS	\$0.00	\$183.42	15	10	317743	WHITDO	A	8001
PO MON	2006	150252	0	17" STD CRT MONITOR, DELL	MY0M913347603581BKVS	\$0.00	\$183.42	15	10	317743	WHITDO	A	8001
PO MON	2006	150253	0	17" STD CRT MONITOR, DELL	MY0M913347603581BKVS	\$0.00	\$183.42	15	10	317743	WHITDO	A	8001
PO MON	2007	150606	0	17" LCD FP MONITOR, DELL	CN0CC28071618712AGNM	\$0.00	\$230.00	15	10	359997	WHITDO	A	8001



TRAVIS COUNTY PURCHASING OFFICE

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

314 W. 11th Street, Room 400 Austin, Texas 78701 (512) 854-9700 Fax (512) 854-9185

Approved by: _____

Cyd V. Grimes 8/19/08 JLB

Voting Session: Tuesday, August 26, 2008

REQUESTED ACTION: APPROVE MODIFICATION NO. 8 TO CONTRACT NO. 07K00254RV, STEWART BUILDERS, LTD., FOR CONSTRUCTION OF NEW BUILDINGS FOR THE TNR EASTSIDE SERVICE CENTER. (FACILITIES MANAGEMENT)

Points of Contact:

Purchasing: Richard Villareal

Department: Facilities Management, Roger A. El Khoury, M.S., P.E., Director; Carolyn O'Hara, R.A.; TNR, Joseph P. Gieselman, Executive Manager; Donald W. Ward, P.E., Director, Road Maintenance and Fleet Services

County Attorney (when applicable): John Hille

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro and Jose Palacios

Other: Alicia Perez, Executive Manager, Administrative Operations

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

This contract requires the vendor to provide all labor and materials necessary for the construction of the Fleet Service Building, Warehouse/Sign Shop Building, Administrative/Town Hall Building, Covered Structure A and Covered Structure B at the TNR Eastside Service Center.

The proposed modification will provide a concrete slab for the fuel station and includes other minor changes to the project. It increases the contract by \$34,270.75, from \$5,469,293.53 to \$5,503,564.28. Due to the fact that the 25% threshold was exceeded by a previous modification (No. 4), each subsequent modification requires court approval.

Modification No. 7 was issued to provide equipment, installation and material for a fuel station and included other minor changes to the Fleet Service Building. It increased the contract by \$285,701.75, from \$5,183,591.78 to \$5,469,293.53.

Modification No. 6 was issued to provide mechanical and framing changes to support air handler in the Fleet Service Building and included other minor changes to the Administrative/Town Hall Building. It increased the contract by \$16,612.00, from \$5,166,979.78 to \$5,183,591.78.

Modification No. 5 was issued to provide chain link fencing and steel grating for various locations and included other minor changes to the work. It increased the contract by \$3,216.78, from \$5,163,763.00 to \$5,166,979.78.

Modification No. 4 was issued to add the Administrative/Town Hall Building. This modification exceeded the 25% threshold which ultimately requires each subsequent modification to receive Commissioners Court approval. It increased the contract by \$1,224,269.00, from \$3,939,494.00 to \$5,163,763.00.

Modification No. 3 was issued to provide an interior door and add safety railing at the warehouse. It increased the contract by \$3,272.00, from \$3,936,222.00 to \$3,939,494.00.

Modification No. 2 was issued to add two on-site septic facilities. It increased the contract by \$49,665.00, from \$3,886,557.00 to \$3,936,222.00.

Modification No. 1 was issued to add parking lot lighting and made minor changes to the work including sign shop roofing finishing, overhead ciling door painting and revisions to the vehicle parking stuctures. It increased the contract by \$98,557.00, from \$3,788,000.00 to \$3,886,557.00.

➤ **Contract Expenditures:** Within the last 11 months \$3,768,527.76 has been spent against this contract.

➤ **Contract Modification Information:**

Modification Amount: \$34,270.75 (Firm Amount)

Modification Type: Construction

➤ **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:

➤ **Funding Information:**

☒ Purchase Requisition in H.T.E.: Requisition No. 447603

☒ Funding Account(s): 510-1405-801-8105 and 001-1405-525-8105

☐ Comments:

➤ **Statutory Verification of Funding:**

☐ Contract Verification Form: Funds Verified ____ Not Verified ____ by Auditor.



FACILITIES MANAGEMENT DEPARTMENT

Roger A. El Khoury, M.S., P.E., Director

1010 Lavaca St. Suite 400 • P.O. Box 1748, Austin, Texas 78767 • Phone: (512) 854-9661 • Fax: (512) 854-9226

MEMORANDUM

FMD Project: ESCC-01-06C-1N

FILE: 802

TO: Cyd V. Grimes, CPM, Purchasing Agent

VIA: Roger A. El Khoury, M.S., P.E., Director

FROM: Carolyn O'Hara, A.I.A., Project Manager

DATE: August 15, 2008

SUBJECT: Eastside Service Center Project
Contract Modification Number Eight, Stewart Builders, Ltd
Contract Number 07K00254RV

Handwritten signatures of Roger A. El Khoury and Carolyn O'Hara are present next to their respective names in the TO, VIA, and FROM fields.

This Contract Modification Number Eight is for changes to the construction work at Eastside Service Center Project as described in the attached documentation.

This Contract Modification will increase the contract by \$34,270.75 from \$5,469,293.53 to \$5,503,564.28 and will not increase the project schedule. Facilities Management Department (FMD) has reviewed and negotiated the cost and time for this Contract Modification and has determined that the cost and time are fair and reasonable.

Funds for this Contract Modification are encumbered under the requisition number 447603. Facilities Management Department recommends approval.

In accordance with the procedure to secure the approval of this Contract Modification this request is being forwarded along with the supporting documents for Commissioners Court approval on August 26, 2008. If approved, please issue a fully executed Contract Modification Number Eight to Stewart Builders, Ltd. Please call Carolyn O'Hara, AIA, at extension 44285 if you have any questions.

ATTACHMENTS:

1. Three signed originals of Contract Modification Number Eight
2. Supporting documents

COPY TO:

Alicia Perez, Executive Manager, Administrative Operations
Amy Draper, CPA, Financial Manager, FMD
Ben Noack, Architectural Associate, FMD
Richard Villareal, Purchasing Agent Assistant, Purchasing Office

PURCHASE REQUISITION NBR: 0000447603

REQUISITION BY: AMY DRAPER 854-9040

STATUS: AUDITOR APPROVAL
REASON: MOD #8 PO 373866-EASTSIDE SVC CENTER ATTN: VILLARL

DATE: 8/15/08

SHIP TO LOCATION: FACILITIES MANAGEMENT

SUGGESTED VENDOR: 69550 STEWART BUILDERS INC

DELIVER BY DATE: 12/31/08

LINE NBR	DESCRIPTION	QUANTITY UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	CONSTRUCTION OF NEW BLDGSTNR EASTSIDE SERVICE CNTR MOD #8 - CP #28, 30, 35-67, 39-41 COMMODITY: BUILDING CONSTRUCT SVCS SUBCOMMOD: GEN BUILDING CONSTRUCTION INVENTORY BUILDING: FE STOCK NO: 909-049-00089	32557.21	DOL 1.0000	32557.21	
2	RETAINAGE-TNR EASTSIDE SERVICE CENTER MOD #8 - CP #28, 30, 35-37, 39-41 COMMODITY: BUILDING CONSTRUCT SVCS SUBCOMMOD: RETAINAGE BLDG CONSTRUCT INVENTORY BUILDING: FE STOCK NO: 909-098-00052	1713.54	DOL 1.0000	1713.54	
REQUISITION TOTAL:					34270.75

A C C O U N T I N F O R M A T I O N

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	00114055258105	CAPITAL OUTLAY BUILDINGS	72.12	23479.25
1	51014058018105	CAPITAL OUTLAY BUILDINGS	27.88	9077.96
2	00114055258105	CAPITAL OUTLAY BUILDINGS	72.12	1235.75
2	51014058018105	CAPITAL OUTLAY BUILDINGS	27.88	477.79
				34270.75

REQUISITION IS IN THE CURRENT FISCAL YEAR.

TRAVIS COUNTY CONSTRUCTION CHANGE ORDER

CHANGE ORDER No. 8:

DATE: August 12, 2008

CONTRACTOR:

Stewart Builders, Ltd.
35 County Rd 150
Georgetown, TX 78626

PROJECT:

Eastside Service Center
Bid No. B070254-RV
Contract No. 07K00254RV

ISSUED BY:

Travis County Purchasing Office
314 West 11th Street, Rm. 400
Austin, TX 78701
(512) 854-9700 / Fax (512) 854-9185

PROJECT MANAGER:

Facilities Management
1010 Lavaca St., Suite 400
Austin, TX 78701
(512) 854-9661 / Fax (512) 854-9226

DESCRIPTION OF CHANGES:

1. Pursuant to the Texas Local Government Code Section 262.031, the County and the Contractor hereby modify the Construction Contract (including plans and specifications), in accordance with the changes outlined in the following pages attached to this modification, incorporated herein as if set out at length.
2. The Contractor agrees to provide supervision, labor and material in general compliance with the contract documents and as specifically described in the attachments. This Change to the Work includes:

(As listed on following page)

Except as provided herein, all terms, conditions, and provisions of the above referenced contract as heretofore amended, remain unchanged and in full force and effect. Contractor agrees that by executing this Change Order he has been fully compensated for the Work (cost and schedule impact) that is the subject of this Change Order. Contractor agrees to make no further claim, by any type of remedy, in relation to this Modification.

Cost/Schedule Impact:	Increase: \$34,270.75	Decrease:	Add: 0 Days
The original Contract Sum was		\$	3,788,000.00
Net change by previously authorized Change Orders		\$	1,681,303.53
The total contract sum prior to this Change Order No. 8		\$	5,469,293.53
The total contract sum will be <u>increased</u> by this Change Order		\$	34,270.75
The total contract sum including this Change Order No. 8		\$	5,503,564.28
The Contract Time will be: <u>unchanged</u>			0 days
The Substantial Completion Date for the Project as of this Change Order is			November 20, 2008.

AGREED TO: Stewart Builders, Ltd.

Signed:

By: John Miles Date 8/12/08
Contractor Project Manager

RECOMMENDED BY: Facilities Management

Signed:

By: Roger A. El Khoury, M.S., P.E. Date 8/12/08
Director of Facilities Management

RECOMMENDED BY: Facilities Management

Signed:

By: Carolyn O'Hara, R.A. Date 8/12/08
Travis Co. Project Manager

AUTHORIZED BY: Travis Co. Purchasing Office

Signed:

By: Cyd V. Grimes, C.P.M. Date 8/19/08
Purchasing Agent

APPROVED BY: Travis Co. Commissioners Court

Signed:

By: Samuel T. Briscoe Date
County Judge

List of Change Order #8 Items includes:

1. CP#28 - (\$1943) credit for deletion of water storage tank
2. CP#30 - (\$2292) credit for redesign of flagpoles
3. CP #35 - \$708 for ceramic tile around shower unit, above wainscot.
4. CP #36 - \$24,715 for Fuel Station concrete slab work
5. CP #37 - \$756 for change of wall mount light fixtures
6. P#39 - \$2922.75 for Generator Rental. Provision of temporary power by means of a rented Generator for essential construction activities, for July charge
7. CP #40 - \$9,286 for Dispatch conduit additions for Radio
8. CP #41- \$118 for Dispatch/Admin Ass't flip

Stewart Builders, Inc.

General Contractor • Construction Managers

COST PROPOSAL #28

Contractor:

Stewart Builders, Inc.
35 County Road 150
Georgetown, Texas 78626

Project:

TNR Eastside Service Center
Bid No. B070254-RV
Contract No. 07K00254RV

To: Carolyn O'Hara, Architect
Travis County Facilities Maintenance

Date: 5/16/2008

Description:

Delete power to water storage tank per RFI #83. Water Storage tank deleted.
See attache dquote from BJ Electr c.

Total This Cost Proposal

\$ (1,943)

Original Contract Sum

N/A

Total Previously Approved Change Orders

N/A

Total Contract Sum Prior To This Cost Proposal

N/A

Revised Contract Sum Including This Cost Proposal

N/A

Additional Time Required

0 days

CONTRACTOR:

Stewart Builders, Inc.



John Miles
Project Manager

Carolyn ohara - CP #28 Info

From: "John Miles" <johnmiles@stewartbuildersltd.com>
To: "Carolyn ohara" <Carolyn.ohara@co.travis.tx.us>
Date: 6/10/2008 3:28 PM
Subject: CP #28 Info

Carolyn,

OK, I had another conversation with James Payne at BJ Electric. Here are the main differences between the fire pump system and the water storage tank, respectively:

- Estimated 600' run from Fleet building Fire Room to Pump System location. Paced off approx 580', allow 20' for sweeps & risers vs. approx 350' (NO location defined to date)
- 2 - 3½" PVC conduits (1200 LF) vs. 1 - 3½" (370 LF) per note #16 on sheet ESP-1.1
- 40' of rigid steel pipe vs. no rigid pipe
- 4000 LF of 500MCM wiring. 3 wires in each conduit plus extra for connections, risers, sweeps, etc... (Original quote was \$10/lf. Now it's around \$11/lf.) vs. 10 - #10 wires only, NO connections.
- 1400 lf 4/0 copper for grounding vs. NO copper grounding wire; 10 - #10 wires only, NO connections.
- 24 cy concrete cap over conduit to pump system per Fire Code vs. NO concrete for storage tank.
- Bigger trencher/equipment to trench for 2 conduits vs. 1 conduit.
- 600 amp switch vs. NO switch
- NO engineered electrical requirements specified or provided even though requested via RFI (RFI never answered) vs. NO requirements for the storage tank except pipe and wire.
- OH & P included in BJ's proposal for the fire line, not in credit

All of this is included in the back-up of the proposal provided to TCFM.

Basically, the water storage tank work included 1 conduit with 10 - #10 wires stubbed-out for connection of ??? by others. The fire pump systems requires heavy wire, a longer distance, more conduit, and connections. The fire pump system was an ESTIMATE based of the lack of information provided by TCFM event though requested.

I'm sure BJ's quote for the fire pump system has a little extra in it due to the unknowns involved. I don't have any more info other than this.

JOHN MILES
Stewart Builders, Inc.

Off: 512.763.8900
Fax: 512.931.2346
Cell: 512.677.8784
johnmiles@stewartbuildersltd.com

35 CR 150
Georgetown, TX 78626

Stewart Builders, Inc.

General Contractor • Construction Managers

REQUEST FOR INFORMATION

DATE: April 3, 2008
PROJECT: Travis County: TNR Eastside Service Center
SUBJECT: Fleet Building Electrical
RFI # 83
REQUEST: Sheet ESP-1.1, Note #16

Is Note #16 on sheet ESP-1.1 applicable to our contract? This item is outside of the 5' building perimeter and not included in our bid. Is this something we need to include or is it to be handled by TCFM?

ANSWER:

Note #16 refers to a water tank which has been deleted from the project, so it is NOT applicable to your contract.

Request by:

John Miles

Answer By:

Carolyn O'Hara

Impact Time: No

Impact Cost: No

B J ELECTRIC

electrical service specialists

Revised

APR 18 2008

1509 three points road pflugerville, texas 78660 990-5500 fax 990-5567

To: John W Stewart

Date: 21 April, '08
18 April, '08

From: James Payne

Project: Travis County Eastside

Comments:

1) Power for Fire Pump

quoting parallel 3 1/2" Ryed conduit (Non-metallic)
with parallel 3Ø 420v. wire (500 mm
w/ 4/0 ground) fire pump controller
by others (600' of ditch)

mtl.	62,924 ⁴⁰
labor	26,706 ⁵³
whip	8,963 ⁰⁹
Total	98,594 ⁰²

* 2) conduit <1943⁰⁰> power to storage tank

No. of pages including cover

Stewart Builders, Inc.

General Contractor · Construction Managers

COST PROPOSAL #30

Contractor:

Stewart Builders, Inc.
35 County Road 150
Georgetown, Texas 78626

Project:

TNR Eastside Service Center
Bid No. B070254-RV
Contract No. 07K00254RV

To: Carolyn O'Hara, Architect
Travis County Facilities Maintenance

Date: 6/23/2008

Description:

Revise specification of flagpoles per TCFM:

- (2) 30' flagpoles, Polettech model PT306C, or equal, (instead of 34')
- 5x8 polyester flag – same quantity as before
- site light sim. to Model AGCOMLGT03 w/ 100 watt metal halide lamp (instead of specified pole with built-in lights)
1 for each flag

Note: This proposal is for Satin Finish on poles. Clear Anodized finish is approx. \$400 extra.

Total This Cost Proposal

\$ (2,292)

Original Contract Sum

N/A

Total Previously Approved Change Orders

N/A

Total Contract Sum Prior To This Cost Proposal

N/A

Revised Contract Sum Including This Cost Proposal

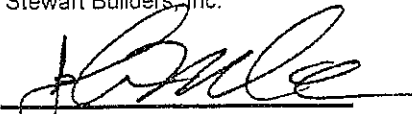
N/A

Additional Time Required

0 days

CONTRACTOR:

Stewart Builders, Inc.



John Miles
Project Manager

-\$2,292

MICHELE & HARVEY KRONBERG
AUSTIN FLAG AND FLAGPOLE, INC.
8407 SOUTH FIRST AUSTIN, TX 78748
PHONE: 512-292-0999 FAX: 512-292-0099
TOLL FREE: 888-464-FLAG (3524)
EMAIL: michele@austinflag.com

Austin Flag & Flagpole, Inc. is a state certified H.U.B.

DATE: 6-4-2008

TO: STEWART BUILDERS-REV

ATTN: JOHN MILES

JOB NAME: EASTSIDE SERVICE CENTE LOCATION: AUSTIN

PHONE:

FAX:

QUOTATION

Good for 90 days

QUANTITY: 2	MATERIAL: Aluminum
EXPOSED HEIGHT: 30'	SLEEVE: YES
BUTT DIA: 6"	HALYARD SYSTEM: Single Sheave
WALL THICKNESS: 0.188"	PULLEY HOUSING: Revolving, single sheave
COST EACH: \$1,275.00	CLEAT BOX: NONE
QUANTITY:	FREIGHT: FOB Destination, one Shipment
EXPOSED HEIGHT:	FINIAL: 6" GOLD BALL
BUTT DIA:	FINISH: SATIN
WALL THICKNESS:	FOOTING: GROUND
COST EACH: \$0.00	SPEC SEEN: No
	FOOTING DETAIL SEEN: No
	ADDENDUM SEEN: No
TAX: NOT INCLUDED	TOTAL FLAGPOLE COST: \$2,550.00

INSTALLATION IN:

Does not include breakout of concrete or asphalt. Does not include dirt removal or formwork.
Site must be accessible to trucks and cranes. Location within 30 miles of our Austin office.
Standard insurance coverage included. Installation prices based on a level grade. No retainage.
Austin Flag does not accept contracts in which the right to file a lien in cases of non-payment is waived nor does the company accept binding arbitration clauses. Austin Flag and Flagpole will exercise due diligence to locate underground utilities, but assumes no liability for any damages incurred during excavations. Owner and owner-agent bears full responsibility for sprinkler systems.

FLAGS: 5'X8' US AND TEX FLAG POLYESTER: \$110 PER SET

ADDITIONAL NOTES: INSTALLATION IN AUSTIN: \$950

EXCEPTION: LIGHTS NOT INCLUDED

AVAILABILITY: IN STOCK

PLEASE NOTE: The item referenced in the spec is PT306C. The vendor that uses that item number does not identify what the finish is on that pole. I have quoted a satin finish. If a clear anodized finish is desired, please add

Authorized By: _____

Date: _____

Print Name: _____

HK

Page 1 of 2

MICHELE & HARVEY KRONBERG

AUSTIN FLAG AND FLAGPOLE, INC.

8407 SOUTH FIRST AUSTIN, TX 78748

PHONE: 512-292-0999 FAX: 512-292-0099

TOLL FREE: 888-464-FLAG (3524)

EMAIL: michele@austinflag.com

Austin Flag & Flagpole, Inc. is a state certified H.U.B.

DATE: 6-4-2008

TO: STEWART BUILDERS-REV

ATTN: JOHN MILES

JOB NAME: EASTSIDE SERVICE CENTE

LOCATION: AUSTIN

PHONE:

FAX:

\$160 per pole

SALES TAX: \$0.00

TOTAL COST: \$3,610.00

TERMS: Net 30

Authorized By: _____

Date: _____

Print Name: _____

HK

BJ ELECTRIC

electrical service specialists

1509 three points road pflugerville, texas 78660 990-5500 fax 990-5567

To: Stewart Builders John Miles Date: 17 June 08

From: James Payne

Project: Texas County

Comments:

Flag Lights

mH 430⁰⁰

6x6 193²⁰

0A 30 134⁶⁴

Total 807⁸⁴

006/006

☒ 004/007

PAGE 02

ESTIMATE NO 1

SHEET NO. _____

OF _____ SHEETS

DATE 17 June 58

[illegible]

NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION, INC.

Stewart Builders, Inc.

General Contractor • Construction Managers

COST PROPOSAL #35

Contractor:

Stewart Builders, Inc.
35 County Road 150
Georgetown, Texas 78626

Project:

TNR Eastside Service Center
Bid No. B070254-RV
Contract No. 07K00254RV

To: Carolyn O'Hara, Architect
Travis County Facilities Maintenance

Date: 8/4/2008

Description:

Supply and install ceramic tile around edges of showers above wainscot in Fleet showers.

Total This Cost Proposal

\$ 708

Original Contract Sum

N/A

Total Previously Approved Change Orders

N/A

Total Contract Sum Prior To This Cost Proposal

N/A

Revised Contract Sum Including This Cost Proposal

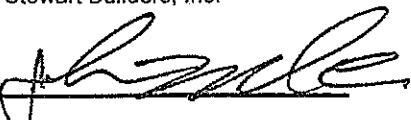
N/A

Additional Time Required

0 days

CONTRACTOR:

Stewart Builders, Inc.



John Miles
Project Manager

Stewart Builders, Inc.

General Contractor · Construction Managers

COST PROPOSAL #36

Contractor:

Stewart Builders, Inc.
35 County Road 150
Georgetown, Texas 78626

Project:

TNR Eastside Service Center
Bid No. B070254-RV
Contract No. 07K00254RV

To: Carolyn O'Hara, Architect
Travis County Facilities Maintenance

Date: 8/8/2008

Description:

Provide concrete slabs for Fuel Station per attached drawing. Includes slabs for dispensers, tanks, building, and concrete swale.

Does not include containment pond.

See attached proposal for Clarifications and Exclusions.

Proposal based on: spoils to be left on site, no haul off. TNR/TCFM to provide all surveying, IE: corner stakes and elevations.

Total This Cost Proposal

\$ 24,715

Original Contract Sum

N/A

Total Previously Approved Change Orders

N/A

Total Contract Sum Prior To This Cost Proposal

N/A

Revised Contract Sum Including This Cost Proposal

N/A

Additional Time Required

0 days

CONTRACTOR:
Stewart Builders, Inc.

John Miles
Project Manager

Roger
I suggest approval
APPROVED
TRAVIS COUNTY
FACILITIES MANAGEMENT DEPARTMENT
ROGER A. EL KHOURY, P.E., DIRECTOR
Roger El Khoury
8/10/08

DESCRIPTION	QTY	UNIT	UC LAB	LABOR COSTS	UC MAT.	MAT COSTS	SUB	SUB COST	SUB COSTS
Concrete - Keystone	1			\$0		\$0	\$21,500	\$21,500	\$21,500
				\$0		\$0		\$0	\$0
				\$0		\$0		\$0	\$0
				\$0		\$0		\$0	\$0
				\$0		\$0		\$0	\$0
				\$0		\$0		\$0	\$0
				\$0		\$0		\$0	\$0
				\$0		\$0		\$0	\$0
				\$0		\$0		\$0	\$0
				\$0		\$0		\$0	\$0
				\$0		\$0		\$0	\$0
				\$0		\$0		\$0	\$0
				\$0		\$0		\$0	\$0
				\$0		\$0		\$0	\$0
SUBTOTALS				\$0		\$0.00		\$21,500.00	\$21,500

MARKUP

TOTAL CHANGE ORDER	\$24,715
--------------------	----------



August 8, 2008

**RE: CONCRETE PROPOSAL
TNR Fuel Station**

Keystone Concrete Placement is proposing to provide all labor, material, equipment, pumping and supervision necessary to complete the concrete portion of the above referenced project for the lump sum amount of **TWENTY ONE THOUSAND FIVE HUNDRED DOLLARS (\$21,500.00)**. This price is based on the sketch provide Stewart Builders.

We have seen 0 Addendum

Sales tax is NOT included on materials.

The following items are included in our proposal:

- Slabs will be cured with a curing compound
- Slump of concrete is based on 4" + or - 1"
- All reinforcing accessories are based on plastic snap on chairs
- All concrete is based on 3000 psi with 1" aggregate

Site Work

- 6" paving – 2,192 s.f.
- 8" paving – 1,433 s.f.
- 3" swale – 410 s.f.
- 6" curb – 51 l.f.

The following items are excluded from our proposal:

- Bracing or Shoring of Cast in Place Walls
- Rock Drilling of Excavation
- Testing for floor tolerances
- Layout for other trades
- Supplying or setting of shims for columns
- Other trades block outs and or pour backs of such block outs
- Welding of Rebar or Welded Rebar
- Concrete for Ductbanks
- Mass excavation or backfill
- Hoisting
- Soil erosion control
- Cast in place catch basins
- All Caulking or Joint Sealing
- Shoring of metal decks or existing structures
- Removing, cleaning or disposing of redwood topstrip
- Metal reinforcing accessories
- Floor Hardners, Sealers or Coloring of Concrete
- Plasticizers in concrete unless noted otherwise

Please visit us at : www.keystoneconcrete.com

Keystone Concrete Placement

35 County Rd. 150 • Georgetown, Texas 78626 • Office: (512) 931-3033 • Fax: (512) 931-0995

- Sign foundations
- Demolition work
- Hauling off spoil materials
- Casing or slurry drilling of piers
- Masonry reinforcing
- Traffic control or traffic control devices
- Painting or striping
- Site work or soil stabilization
- Pavers
- Wheel stops
- Landscaping sleeves
- Site dewatering or well point system
- Termite control
- All precast concrete
- Temperature control or protection of concrete
- Dumpsters or job toilets
- Wet Cure
- Waterproofing
- Job access, temporary roads or maintaining access or roads
- Temporary power and water
- Perlite, Vermiculite, Soundcrete or Insulating concrete
- Concrete for fence, flagpole or sign foundations unless specifically included
- Material testing, surveying or permits
- Setting up of inspections
- Sweeping or cleaning of slabs, paving or walks
- Payment and Performance Bonds
- Builders Risk Insurance
- Pollution liability, mold, asbestos insurance coverage's

This work of this proposal is based upon you providing to Keystone Concrete Placement the following:

- Subgrade to be prepared and approved by others, to be based on +/- .10' for compacted subgrade and .04' for stabilized subgrade prior to us performing our work.
- Miscellaneous anchor bolts, structural channels and other embeds we are required to install with the concrete.
- Layout, line and grade that we may use as a reference for setting forms in proper locations.
- A safe workplace that will meet OSHA Standards
- Warranty period is based on 1 year from substantial completion
- Potentially Time and Price – Impact Materials – If a delay and / or price increase occurs at any time in the commencement or progress of the work due to a delay in the delivery of concrete beyond our control and fault, we will be afforded an equitable adjustment of Contract time and/ or contract price

Our bid is based upon payments being received by the 10th of the month for 90% of all the work completed in the previous month, with final payment including all retainages

08/08/08 Concrete Proposal -- TNR Fuel - Continued

Page 3 of 4

being made within 30 days of substantial completion of our scope of work. This proposal is good for your acceptance for 30 days.

Please feel free to call should you have any questions or if we can be of further assistance.

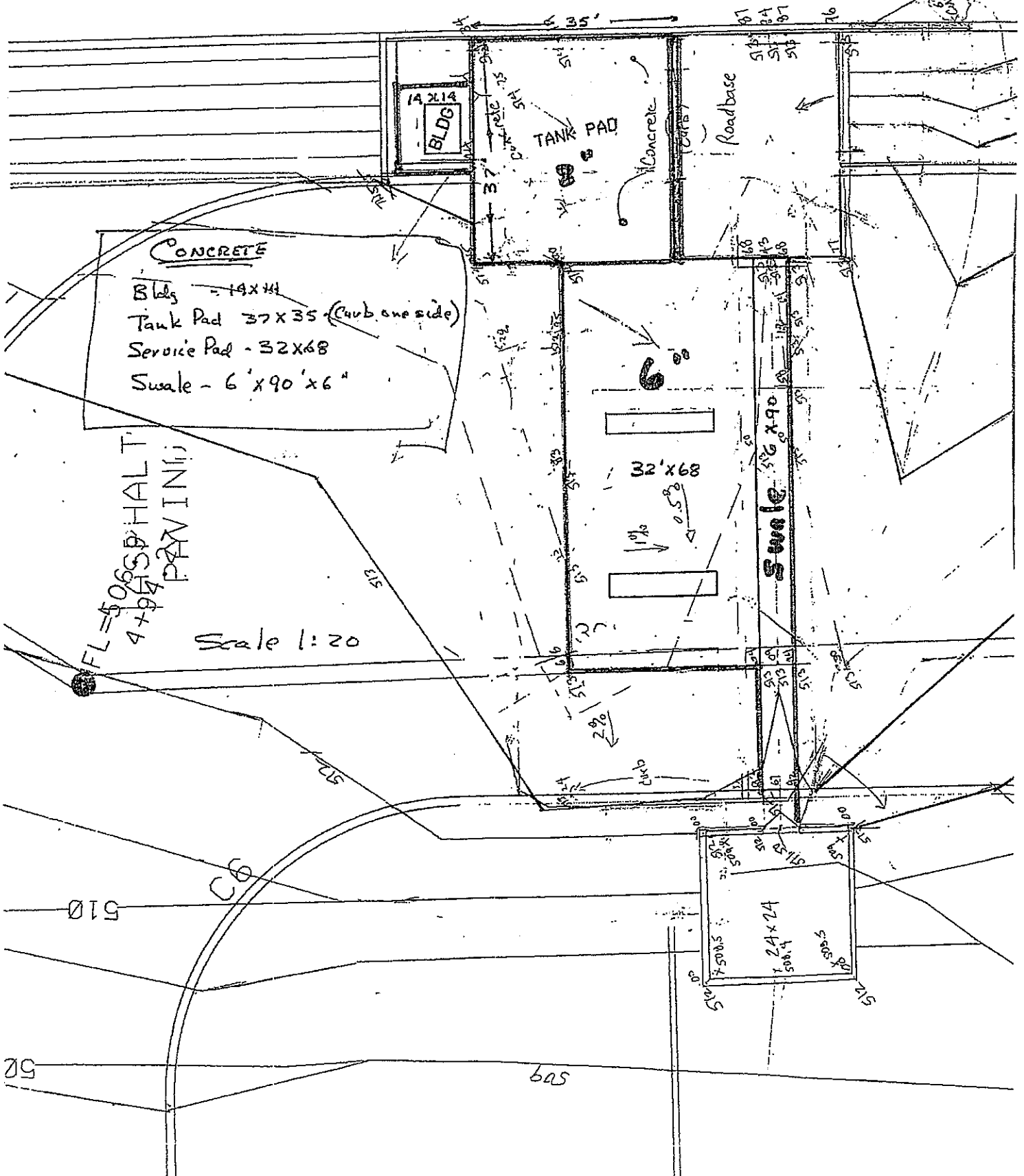
Sincerely,

KEYSTONE CONCRETE PLACEMENT

Mike Berry / Chase Spence

521

East Travis Fuel Center



Stewart Builders, Inc.

General Contractor • Construction Managers

COST PROPOSAL #37

Contractor:

Stewart Builders, Inc.
35 County Road 150
Georgetown, Texas 78626

Project:

TNR Eastside Service Center
Bid No. B070254-RV
Contract No. 07K00254RV

To: Carolyn O'Hara, Architect
Travis County Facilities Maintenance

Date: 8/6/2008

Description:

Change "M" type wall mount light fixtures to ceiling mount per RFI #74. 2 fixtures.
Wall mount fixtures already purchased and delivered. Cannot be returned. See attached documentation.

Total This Cost Proposal

\$ 756

Original Contract Sum

N/A

Total Previously Approved Change Orders

N/A

Total Contract Sum Prior To This Cost Proposal

N/A

Revised Contract Sum Including This Cost Proposal

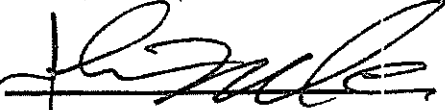
N/A

Additional Time Required

0 days

CONTRACTOR:

Stewart Builders, Inc.



John Miles
Project Manager

DESCRIPTION	QTY	UNIT	UC LAB	LABOR COSTS	UC MAT.	MAT COSTS	SUB	SUB COST	SUB COSTS
Ceiling Mount Fixtures	2			\$0	\$279.00	\$558	\$84	\$84	\$642
				\$0		\$0		\$0	\$0
				\$0		\$0		\$0	\$0
				\$0		\$0		\$0	\$0
				\$0		\$0		\$0	\$0
				\$0		\$0		\$0	\$0
				\$0		\$0		\$0	\$0
				\$0		\$0		\$0	\$0
				\$0		\$0		\$0	\$0
				\$0		\$0		\$0	\$0
				\$0		\$0		\$0	\$0
				\$0		\$0		\$0	\$0
				\$0		\$0		\$0	\$0
				\$0		\$0		\$0	\$0
				\$0		\$0		\$0	\$0
				\$0		\$0		\$0	\$0
SUBTOTALS				\$0		\$558.00		\$83.70	\$642

\$642

GC OH & PROFIT	15%	on	\$	642	\$96
	10%	on	\$	-	\$0
	7.5%	on	\$	-	\$0

BONDS	2.5%	on	\$738	<u>\$18</u>
-------	------	----	-------	-------------

TOTAL CHANGE ORDER	\$756
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07/17/2008 17:02

512-990-5567

B J ELECTRIC

PAGE 01

B J ELECTRIC

electrical service specialists

1509 three points road pflugerville, texas 78660 990-5500 fax 990-5567

To: Stewart Builders ^{Attn: John M. Los} Date: 17 July 08

From: James Payne

Project: Travis County

Comments: change out lights
on Outside of Sign Shop
to ceiling mount (2-in fixtures)
wall to ceiling

material	550 ⁰⁰
off P	83 ⁰⁰
Total	641 ⁰⁰

No. of pages including cover 2

PAGE 02

QUOTATION
BORDER STATES ELECTRIC SUPPLY

CUSTOMER NAME: BJ
PROJECT NAME: BJ ELECTRIC
DATE: 07/17/08
PREPARED BY: STEVE SCHULTE

[illegible]

07/23/2008 13:40 512-990-5567

B J ELECTRIC

PAGE 02
rv. 44/1 r. 1



BORDER STATES
Supply Chain Solutions™

Date: 07/23/08

Send to: BJ Electric

Attention: Gilbert

Office Location: Austin

Fax Number: 990-5567

of Pages: 2 pgs (including cover)

From: Jon Stockton

Office Location: Austin

Phone Number: 512-458-6313

Fax Number: 512-452-3182

☐ URGENT ☒ REPLY ASAP ☐ PLEASE COMMENT ☒ PLEASE REVIEW ☐ FOR YOUR INFORMATION

COMMENTS:

Job: Travis County Eastside Service Center

Gilbert,

The LSI type "M" fixtures are non-returnable (see attachment).
Jon

fax cover

jstockton@border-states.com | www.borderstateselectric.com

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07/23/2008 13:40 512-990-5567

B J ELECTRIC

PAGE 03

LSI - Outdoors fixtures

TERMS AND CONDITIONS - ALL ORDERS MUST INCLUDE A WRITTEN PURCHASE ORDER

TERMS - Net 30 days after the date of invoice. Invoices that are past due are subject to a 1 1/2 percent per month service charge.

PRICES - Prices are subject to change without notice. All orders are subject to a minimum of \$150. The order minimum may be adjusted at time of order entry commensurate with the products and parts ordered and to accommodate order handling costs. Parts only orders are subject to a \$50 minimum charge.

COST OF COLLECTION - If Buyer defaults with respect to any payment due the Seller, the Buyer shall pay Seller for all costs and expenses, including legal expenses and attorney fees, incurred by Seller in exercising any of its rights or remedies.

TRANSPORTATION AND DELIVERY - Prices are F.O.B. shipping point, shipping and handling allowed on orders with a selling price of \$2,500 or more, per order, per destination in the continental United States. Orders that fail to qualify for the allowance will be charged Seller's actual shipping and handling costs. Shipments to Alaska and Hawaii will deviate from Seller's standard terms and condition and Buyer will be charged Seller's actual shipping and handling costs, regardless of order size. On all shipments, LSI freight policy is the best way, less than truckload commercial carrier.

SCHEDULED SHIP DATE - The scheduled ship date is an estimate only. Seller is not responsible for missed ship dates and late deliveries caused by the carrier. Seller will not accept any back charges for late deliveries.

CHOICE OF CARRIER - LSI reserves the right to ship goods via the most economical routing and to consolidate shipments to the most economical groupings per schedule date. If alternative shipping means are requested by the buyer, the buyer assumes the additional transportation cost.

SPECIAL SHIPPING REQUEST - Special shipping requests will be accommodated when possible. Buyer's request for a particular carrier and/or special shipping will require the Buyer to pay the difference in the rate of transportation and may incur additional handling charges. Buyer may be charged extra for optional packaging, for the costs for advance notification by carrier, residential delivery, and for special equipment needs such as lift gates, flat beds or for inside delivery. City delivery or special services requested such as redelivery, expedited surface delivery or delayed delivery charges will be charged to the Buyer at Seller's actual cost.

C.O.D. ORDERS - Seller will not ship orders C.O.D. If Buyer does not have an active credit account with Seller, Buyer must pay cash in advance at order entry.

DAMAGE - Title to any goods sold and the risk of loss of such goods passes to Buyer upon delivery by Seller or Seller's vendors to the carrier, and any claims or losses or damage in transit shall be filed by Buyer directly with the carrier. Buyer shall inspect all goods immediately upon delivery for concealed damage. Buyer must note any damage/shortage on carrier's delivery receipt. Buyer must report all damage to goods to the carrier within 10 days of delivery of the goods. UPS and FedEx damaged shipments must be reported to Seller within 10 days and must be in the original cartons at the original delivery point for inspection.

CANCELLATION OR SUSPENSION OF ORDERS - Cancellation or suspension of orders will be accepted by Seller only upon terms that will indemnify the Seller for liabilities and expenses incurred and for commitments made by Seller and which will provide for profit on work in process and for the contract value of goods completed and ready for shipment. Postponement of deliveries at Buyer's request, if for a period of more than thirty (30) days, will not be made without Seller's approval first being obtained. All postponements are subject to storage and handling charges.

RETURNS - No returns will be accepted without prior approval. All requests must be made within 30 days of the invoice date.

POLES - Poles will not be accepted unless the return is due to warranty or Seller's error.

ELIGIBILITY - Requests to return custom built products or modified standard products with options will not be accepted. Requests to return products that are unique to a customer or program will not be accepted. All returns must arrive back to the Seller in good working and resalable condition. Items must be returned in the original packaging. Any damage to returned goods will be the responsibility of the buyer. Products not manufactured by the Seller may be subject to the original supplier's return or cancellation policy.

FEES - Authorized returns will be charged for both inbound and outbound freight and a minimum service charge of thirty-five percent (35%) of the product value.

REPLACEMENTS - Seller has the option of either replacing defective goods or crediting Buyer for the purchase price of such goods. A new Purchase Order is required for replacement orders.

TAXES - All prices, quotations, orders, and agreements are subject to all Federal, State, and Local taxes. These taxes will be added to the invoice unless legal proof of exemption is provided. LSI reserves the right to invoice separately for the taxes should it be necessary to make payment where they were not included at the time of invoicing.

WARRANTY - All requests for warranty assistance must be submitted to LSI and direction must be given from LSI prior to any action being taken. No claims for cost of material or repair will be accepted without prior written approval. For product warranty see LSI's published Limited Warranty.

CHANGES - LSI reserves the right to make modifications or changes to any of its products, pricing, Limited Warranty and Terms and Conditions without prior notice.

Stewart Builders, Ltd.

General Contractor • Construction Managers

REQUEST FOR INFORMATION

DATE: March 12, 2008
PROJECT: Travis County: TNR Eastside Service Center
SUBJECT: Light Fixtures
RFI # 74
REQUEST: Ceiling Light Fixture Spec

Sheet ES-2.1 shows "M" type fixtures at the canopy of the loading dock. Sheet E-6.2 on the Fixture Schedule specifies the "M" fixtures to be wall mount. The submittals for light fixtures were approved as wall mount as well, not ceiling mount as shown on ES-2.1.

Per our recent progress meeting, these fixtures are to be ceiling mount. Please provide product/spec to use for this ceiling mount fixture.

ANSWER: See attached product data

Request by:

John Miles

Answer By:

Carolyn O'hara

Impact Time: No

Impact Cost: Possible restocking fee of wall mount fixtures approved, purchased, and delivered

MASTERS (Various reflectors are protected by U.S. Patent No. 6,464,378.)

HOUSING - Each Masters housing is formed from one-piece durable aluminum and internally welded at the corners. Corners are finished to produce a clean, sharp appearance while increasing housing strength and ensuring weather-tight construction.

DOOR FRAME - One-piece formed aluminum door frame has a single, captive stainless steel door fastener to allow easy access without loose hardware.

LENS/GASKET - Available in an injection molded dropped prismatic acrylic for uniform distribution, a clear flat tempered glass, or a C73 diffused flat tempered glass. A continuous, one-piece EPDM gasket assures maximum sealing of the door frame to the housing.

SOCKETS - Porcelain mogul-base sockets. All sockets are pulse-rated.

LIGHT SOURCES - Super Metal Halide, Metal Halide, or High Pressure Sodium. Clear lamp is supplied as standard.

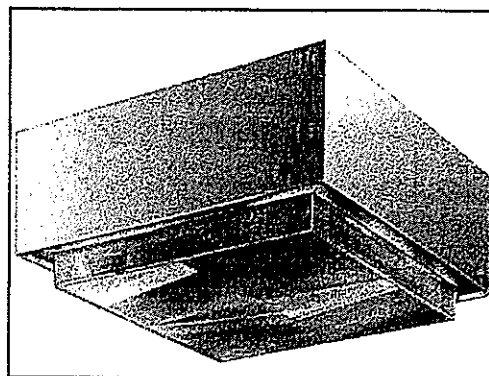
BALLASTS - High-power factor type CWA ballast is mounted to the housing reinforcing plate. Ballast is rated for -20° F operation.

REFLECTORS/DISTRIBUTION PATTERNS - All Masters fixtures are available in either a one-piece symmetrical or an XL high performance symmetrical reflector. Photometric data is tested in accordance with IESNA guidelines.

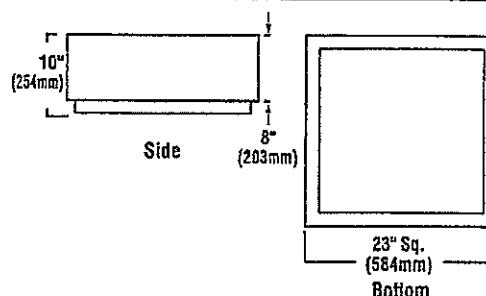
MOUNTING - The Masters fixture can be mounted to a noncombustible surface. Mount with 1/4" minimum space from ceiling, unless mounted to metal or concrete.

FINISHES - Each fixture is finished with LSI's DuraGrip® polyester powder coat finishing process. The DuraGrip finish withstands extreme weather changes without cracking or peeling, and is guaranteed for five full years. Standard colors include bronze, black, and white.

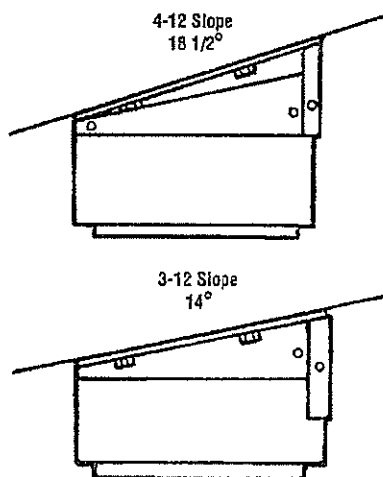
PHOTOMETRICS - Please visit our web site at www.lsi-industries.com for detailed photometric data.



DIMENSIONS

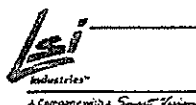


SLOPE SURFACE ADAPTOR - SSA ACCESSORY



SHIPPING WEIGHTS - Masters

Catalog Number	Est. Weight (kg/lbs.)	Length (mm/in.)	Width (mm/in.)	Height (mm/in.)
MA	17/38	673/26.5	292/11.5	679/26.75



Project Name _____ Fixture Type _____
Catalog # _____

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LSI INDUSTRIES INC.

MASTERS

LUMINAIRE ORDERING INFORMATION

Luminaire Prefix	Distribution	Lamp Voltage	Light Source	Lens	Line Voltage ²	Luminaire Finish	
MA	S - Symmetrical XL - High Performance Symmetrical	175 250 400	SMH - Super Metal Halide 175, 250, 400 Watt MH - Metal Halide 175, 250, 400 Watt HPS - High Pressure Sodium 250, 400 Watt	DA - Dropped Prismatic Acrylic 73 - C73 Diffused Flat Tempered Glass ¹ F - Flat Clear Tempered Glass ¹	480 MT - Multi Tap ³ TT - Tri-Tap ⁴	BRZ - Bronze BLK - Black WHT - White	
MA	S	400	SMH	DA	MT	WHT	SQN

EXAMPLE OF A TYPICAL ORDER

Options

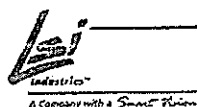
SQT - Standby Quartz (Time Delay)
SQN - Standby Quartz (Non-Time Delay)
LL - Less Lamp

FOOTNOTES:

- 1- The C73 Diffused Flat Tempered Glass or Clear Flat Tempered Glass is required for indoor use.
- 2- For International voltages, consult factory.
- 3- MT - Multi Tap is shipped standard unless otherwise specified. Multi Tap consists of 120V, 208V, 240V, and 277V. Multi Tap is pre-wired for 277V. Alternate voltages will require field re-wiring.
- 4- Tri-Tap is shipped standard for Canadian applications. Tri-Tap consists of 120V, 277V, and 347V. Tri-Tap is pre-wired for 347V. Alternate voltages will require field re-wiring.

ACCESSORY ORDERING INFORMATION (Accessories are field installed)

Description	Order Number	Description	Order Number
SSA - Slope Surface Adaptor	52152CLR	DFK208, 240 - Double Fusing	DFK208, 240
FK120 - Single Fusing	FK120	DFK480 - Double Fusing	DFK480
FK277 - Single Fusing	FK277	FK347 - Single Fusing	FK347



Project Name _____ Fixture Type _____
Catalog # _____

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Stewart Builders, Inc.

General Contractor • Construction Managers

COST PROPOSAL #39

Contractor:

Stewart Builders, Inc.
35 County Road 150
Georgetown, Texas 78626

Project:

TNR Eastside Service Center
Bid No. B070254-RV
Contract No. 07K00254RV

To: Carolyn O'Hara, Architect
Travis County Facilities Maintenance

Date: 8/8/2008

Description:

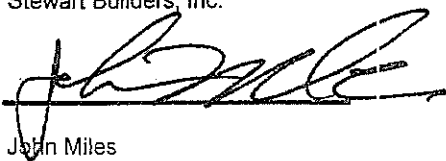
Temp power generator used on project for month of July, 2008
No power on-site. Power provided by rental generator.
Generator rented from Keystone Concrete.
Double time rate - over 320 hours

Total This Cost Proposal	\$ 2,922.75
---------------------------------	--------------------

Original Contract Sum	<u>N/A</u>
Total Previously Approved Change Orders	<u>N/A</u>
Total Contract Sum Prior To This Cost Proposal	<u>N/A</u>
Revised Contract Sum Including This Cost Proposal	<u>N/A</u>
Additional Time Required	<u>0</u> days

CONTRACTOR:

Stewart Builders, Inc.



John Miles
Project Manager



INVOICE

Project:

Travis County - TNR Eastside Service Center
6011 Blue Bluff Rd.
Austin, TX 78701

Customer:

Stewart Builders, Inc.
35 County Road 150
Georgetown, Texas 78626
Off: 512-763-8900
Fax: 512-931-2346
Mobile: 512-677-8784

Project #:	X07010
Meter Out:	12168.4
Meter In:	12490.6
Total Hours:	322.2
Ordered By:	John Miles
Keystone Rep:	Wendy T.
Invoice Date:	7/2/08
Rental Period:	6/1/08 - 6/30/08

Qty	Equipment	Day	Week	Month	Amount
1	Generator - 70 KVA 730-3040	500.00	1000.00	2700.00	2700.00
					Sub-Total: 2700.00
					Tax: 222.75
					Total \$ 2,922.75
NOTE: See previous United Rental Quote for previous rental rates. Keystone Concrete is honoring the same rental rate(s) as quoted by United Rentals					

Please visit us at: www.keystoneconcrete.com

Keystone Concrete Placement

35 County Rd. 150 • Georgetown, TX 78626 • Office: (512) 931-3033 • Fax: (512) 931-0995



800-UR Rents (800-277-3887)

 STATION #536
 NORTH HALL
 CEDAR PARK, TX 78613
 512-335-0061 512-335-0120 FAX


FAX NO.

P. 001/001

RENTAL QUOTE

71658980

Job Site

 TRAVIS COUNTY EASTSIDE SVR CNT
 6011 BLUE BLUFF RD
 AUSTIN, TX 78724

Office: 512-931-3033 Cell: 512-931-3033

Customer

 STEWART BUILDERS LTD AUSTIN
 35 COUNTY ROAD 150
 GEORGETOWN, TX 78628

 Customer Number : 6401808
 Quote Date : 2/13/08
 Estimated Out : 4/30/08 8 AM
 Estimated In : 5/28/08 8 AM
 Job Location: 6011 BLUE BLUFF RD, AUSTIN
 Job Number : 7
 P.O. Number : QUOTE
 Ordered By : WENDY
 Written By : UR536RM
 Salesperson : 7384

Qty	Equipment #		Min	Day	Week	4 Week	Amount
1	GENERATOR 70-84 KVA 2403186	*	250.00	250.00	500.00	1350.00	1350.00
	Rates calculated with single shift						
	Day: over 8 hrs: rate x 1.5						
	Week: over 40 hrs: rate x 1.5						
	Month: over 160 hrs: rate x 1.5						
	**** 2nd Shifts and over: rate x 2 ****						
1	GENERATOR 70-84 KVA 2403186	*	375.00	375.00	750.00	2025.00	2025.00
	Rates calculated at 1.5 rate						
1	GENERATOR 70-84 KVA 2403186	*	500.00	500.00	1000.00	2700.00	2700.00
	Rates calculated at double shift						
SALES ITEMS:							
Qty	Item number		Stock class	Unit		Price	Amount
1	TXDSL		MCI	EA		121.500	121.50
	TEXAS DIESEL TAX						
	UM: (EA) EACH						
1	ENV		MCI	EA		25.000	25.00
	ENVIRONMENTAL CHARGE						
	UM: (EA) EACH						
Sub-total:							6221.50
Tax:							503.25
Estimated Total:							6724.75

Month 0-160 hours = Rate
 160-320 hours = Rate x 1.5
 320+ hours = Rate x 2.0

Note: This proposal may be withdrawn if not accepted within 30 days.

THIS IS NOT A RENTAL AGREEMENT. THE RENTAL OF EQUIPMENT AND ANY OTHER ITEMS LISTED ABOVE IS SUBJECT TO AVAILABILITY AND ACCEPTANCE OF THE TERMS AND CONDITIONS OF UNITED'S RENTAL AGREEMENT, WHICH MUST BE SIGNED PRIOR TO OR UPON DELIVERY OF THE EQUIPMENT AND OTHER ITEMS.

Stewart Builders, Inc.

General Contractor · Construction Managers

COST PROPOSAL #40

Contractor:

Stewart Builders, Inc.
35 County Road 150
Georgetown, Texas 78626

Project:

TNR Eastside Service Center
Bid No. B070254-RV
Contract No. 07K00254RV

To: Carolyn O'Hara, Architect
Travis County Facilities Maintenance

Date: 8/8/2008

Description:

Add PVC and rigid conduit and outlets to Dispatch and MDF per attached drawing, ESSC Dispatch dated 8/4/08.
Add 4, 20A Ded, 4-plex outlets in Dispatch. Add 2, 20A Ded, 4-plex outlets in MDF.
Add 2" ground conduit from Dispatch to MDF. Add 3" conduit from Dispatch to MDF.
Add 3" conduit thru roof with weatherhead and terminated above ceiling grid above Dispatch.

Total This Cost Proposal

\$ 9,286

Original Contract Sum

N/A

Total Previously Approved Change Orders

N/A

Total Contract Sum Prior To This Cost Proposal

N/A

Revised Contract Sum Including This Cost Proposal

N/A

Additional Time Required

0 days

CONTRACTOR:

Stewart Builders, Inc.


John Miles
Project Manager

[illegible]

MARKUP

TOTAL CHANGE ORDER	\$9,286
--------------------	---------

08/08/2008 12:56 512-990-5567

B J ELECTRIC

PAGE 01

B J ELECTRIC

electrical service specialists

08-2-2008

1509 three points road pflugerville, texas 78660 990-5500 fax 990-5567

To: John and Stewart Bldrs Date: 8 August 08

From: James Payne

Project: Tamie City Admin

Comments: 4'x8' PVC to MDF rooms and outlets

material		2,576.01
labor		398.25
OHSP		1,312.95
Total	\$	\$ 7877.21

No. of pages including cover 3

admin

COMPANY CONFIDENTIAL

QUOTED BY: James Payne

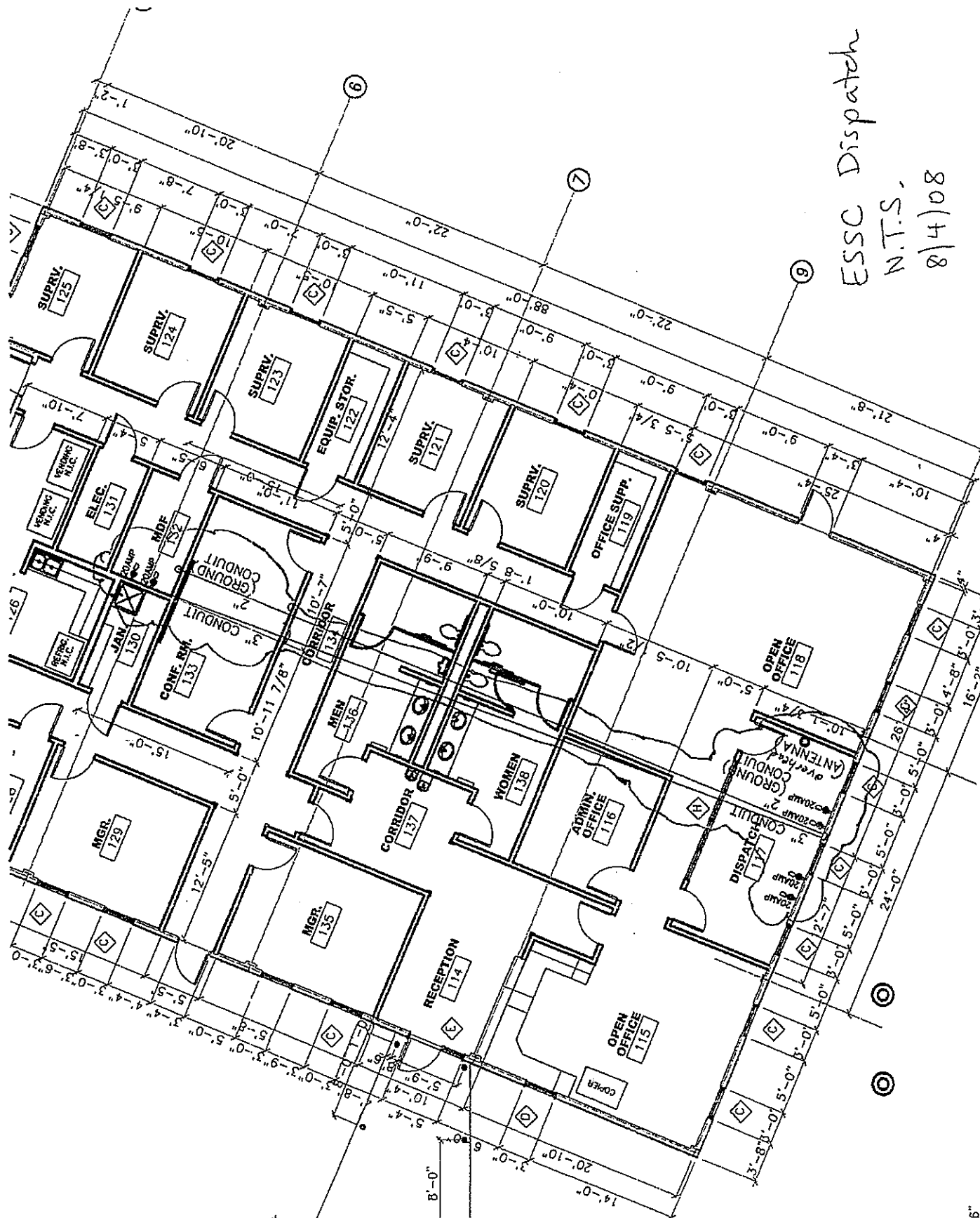
MATL	SIZE	MATL	QTY.	PER EA.	EXT.	LABOR UNIT	EXT.	
EMT		#12 WIRE	810	.1500	121.50	.004	3.240	
	3/4 Inch	EMT	120	.6800	\$1.60	.060	7.200	
		SOS	20	.2700	5.40	.090	1.800	
		RT CONN	4	.6500	2.60	.080	0.320	
		RT COUP	12	.7400	8.88	.070	0.840	
		1/4 ANCHORS	4	.3000	1.20	.100	0.400	
EMT		SOS	2	.3800	0.76	.090	0.180	
	3.48	SOS	2	.5800	1.16	.120	0.240	
FL-EX								
SEALTITE								
WIREMOLD								
		beam clamp	30	6.5000	195.00	.250	7.500	
		nut	60	.0500	3.00	.020	1.200	
		bolt	60	.1000	6.00	.020	1.200	
		lugs	2	3.6600	7.32	.150	0.300	
		ground bar	1	135.0000	135.00	1.000	1.000	
		strut	30	1.0500	31.50	.030	0.900	
		all thread	100	.5500	55.00	.020	2.000	
RIGID								
IMC								
		2 strut strap	20	.8000	16.00	.090	1.800	
	3		10	17.8500	178.50	.320	3.200	
		3 strut strap	17	.9500	16.15	.120	2.040	
		3" weatherhead	1	193.0000	193.00	2.353	2.353	
PVC								
		3"	90	7.7000	693.00	.145	13.050	
		3" pvc L	2	23.0000	46.00	.889	1.778	
		3" male	2	6.7500	13.50	.444	0.888	
		3" coup	9	2.8000	25.20	.180	1.620	
		2"	100	4.0500	405.00	.089	8.900	
		2" pvc L	2	7.5500	15.10	.500	1.000	
		2" male act	4	2.6600	10.64	.296	1.184	
		2" coup	10	1.0000	10.00	.130	1.300	
PVC								
		pvc glue	1	25.0000	25.00	.000	0.000	
	MC	12-2 MC	40	.5900	23.60	.030	1.200	
		mc conn	12	.5000	6.00	.070	0.840	
WIRE								
	2.4							
		drill top plate	4	15.0000	60.00	.500	2.000	
FKTURES								
BOXES								
	4-s	bracket box	6	3.8500	23.10	.350	2.100	
		4-s box	4	3.4500	13.80	.350	2.100	
		blank cover	4	1.5100	6.04	.070	0.280	
		raised plug cover	6	1.5100	9.06	.070	0.420	
DEVICES		5362 receptacle	12	3.4500	41.40	.250	3.000	
		breakers	6	15.0000	90.00	.450	2.700	
END	DO NOT ENTER DATA ON THIS LINE -- ENTRY WILL BE LOST UPON CONSOLIDATION							
RECAP								
		SUBTOTALS			\$2,576.01		\$2.073	
						LABOR RATE:	\$48.60	
						SUBTOTAL:	\$3,988.75	
		TOTAL LABOR AND MATERIALS:				\$6,564.76		
		TAX:						
		MATERIAL:	0.00		\$0.00			

admin

COMPANY CONFIDENTIAL

QUOTED BY: James Payne

MATL	SIZE	MATL	QTY.	PER EA.	EXT.	LABOR UNIT	EXT.
		LABOR:	0.00		\$0.00		
		SUBTOTAL:			\$6,564.76		
		CONTINGENCY:	Plus	Minus			
		(Enter Percentage ==>)	20.00	0.000	\$1,312.95		
		(Enter Dollar Value ==>)			\$0.00		
		BONDING FEE:			\$0.00		
		TOTAL			\$7,877.71		
		PRICE QUOTED:			\$0.00		



ESSC Dispatch
N.T.S.
8/4/08

Stewart Builders, Inc.

General Contractor • Construction Managers

COST PROPOSAL #41

Contractor:

Stewart Builders, Inc.
35 County Road 150
Georgetown, Texas 78626

Project:

TNR Eastside Service Center
Bid No. B070254-RV
Contract No. 07K00254RV

To: Carolyn O'Hara, Architect
Travis County Facilities Maintenance

Date: 8/8/2008

Description:

Reverse locations of Dispatch (117) and Admin Office (116) per attached drawing.
Delete 2 side windows (G) in Dispatch. Credit applied to glass only. Frames already prepared and received by supplier.
Reconfigure HVAC ductwork already installed.

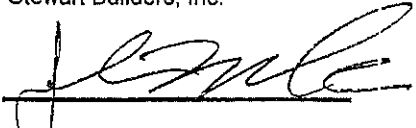
Total This Cost Proposal

\$ 118

Original Contract Sum	<u>N/A</u>
Total Previously Approved Change Orders	<u>N/A</u>
Total Contract Sum Prior To This Cost Proposal	<u>N/A</u>
Revised Contract Sum Including This Cost Proposal	<u>N/A</u>
Additional Time Required	<u>0</u> days

CONTRACTOR:

Stewart Builders, Inc.


John Miles
Project Manager



TRAVIS COUNTY PURCHASING OFFICE

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

314 W. 11th Street, Room 400 Austin, Texas 78701 (512) 854-9700 Fax (512) 854-9185

12

Approved by: _____

Cyd V. Grimes 8/20/08

Voting Session: Tuesday, August 26, 2008

REQUESTED ACTION: APPROVE MODIFICATION NO. 1 TO CONTRACT PS080198ML, FAIRFAX IDENTITY SERVICES, FOR DNA TESTING SERVICES (DISTRICT ATTORNEY'S OFFICE)

Points of Contact:

Purchasing: Michael Long

Department: DISTRICT ATTORNEY'S OFFICE; Efrain Delafuente, Gail Van Winkle, Vicki Skinner

County Attorney (when applicable): John Hille

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro And Jose Palacios

Other:

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

The District Attorney's Office determined that DNA Consulting, Analysis and Testifying Services were needed in connection with criminal cases. The Commissioner's Court awarded a contract to Fairfax Identity Laboratories on April 8, 2008.

Modification No. 1 will increase the contract amount from \$80,000.00 to \$100,000.00, an increase of \$20,000.00, due to a critical need for more DNA tests than originally projected.

In addition, this modification changes Section 11.5, "Contract Modification/Amendments," to allow the Purchasing Agent the authority to approve contract amendments as expressly granted by the Commissioners Court.

- **Contract Expenditures:** Within the last 12 months \$18,900.00 has been spent against this contract.

➤ **Contract-Related Information:**

Award Amount: \$80,000.00 As needed
Contract Type: (Professional Services Agreement)
Contract Period: April 8, 2008 - September 30, 2008

➤ **Contract Modification Information:**

Modification Amount: \$20,000.00
Modification Type: N/A
Modification Period: N/A

➤ **Solicitation-Related Information:**

Solicitations Sent: N/A Responses Received: N/A
HUB Information: Not Applicable % 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:

➤ **Funding Information:**

- ☐ Purchase Requisition in H.T.E.:
- ☐ Funding Account(s) 001 2311 545 6322
- ☐ Comments: This contract is used on a as needed basis; a requisition will be processed as services are required.

➤ **Statutory Verification of Funding:**

- ☐ Contract Verification Form: Funds Verified ____ Not Verified ____ by Auditor.



**OFFICE OF THE
DISTRICT ATTORNEY**

P.O. Box 1748 Austin 78767

Telephone 512/854-9400

Telefax 512/854-9695

RONALD EARLE
DISTRICT ATTORNEY

ROSEMARY LEHMBERG
FIRST ASSISTANT

M E M O R A N D U M

TO: Cyd V. Grimes, Travis County Purchasing Agent

FROM: Vicki Skinner, District Attorney's Office *Vicki Skinner*

DATE: August 13, 2008

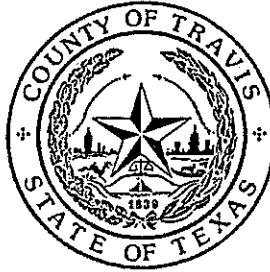
SUBJECT: Increase in Fairfax Contract Amount

The District Attorney's Office is requesting a \$20,000 increase in the FY08 contract amount with Fairfax Identity Laboratories. Because of a critical need for more DNA tests than we originally projected during the current fiscal year, we request raising the contract ceiling from \$80,000 to \$100,000. The contract number is PS080198ML.

If you have any questions, please call me at 854-9522. We appreciate your assistance.

TRAVIS COUNTY
AUDITOR'S OFFICE

SUSAN A. SPATARO, CPA, CMA
COUNTY AUDITOR



TRAVIS COUNTY
ADMINISTRATION BUILDING
P.O. BOX 1748
AUSTIN, TX. 78767
(512) 854-9125
FAX: (512) 854-9164

COUNTY AUDITOR VERIFICATION FORM

CONTRACTOR:

Fairfax Identity Laboratories

TYPE OF GOODS/SERVICE:

Professional DNA Testing Services

FUNDS VERIFIED:

☐

1) Requisition number _____ processed through the
Purchasing system to pre-encumber funds.

2) Amount pre-encumbered: \$ _____

☒

1) Contract did not specify a total contract amount.

2) Goods/services to be provided on a "as needed basis" to be
invoiced in accordance with a contract unit price, not to exceed
the budget amount in the line item for this contract.

CONTRACT #:

PS080198ML

LINE ITEM VERIFIED:

☒ YES 001-2311-545-6308

☐ NO

Verified by:



Date: 4.4.08

Approved by:

Date: _____

RECEIVED
TRAVIS COUNTY
PURCHASING
OFFICE
2008 APR - 8 AM 9:50

MODIFICATION OF CONTRACT NUMBER: PS080198ML-DNA Consulting **PAGE 1 OF 1 PAGES**

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: Michael Long TEL. NO: (512) 8544850 FAX NO: (512) 854-9185	DATE PREPARED: August 18, 2008
ISSUED TO: Fairfax Identity Laboratories 601 Biotech Drive Richmond, VA 23235 Attn: Thomas R. Reynolds	MODIFICATION NO.: 1	EXECUTED DATE OF ORIGINAL CONTRACT: April 8, 2008
ORIGINAL CONTRACT TERM DATES: <u>4/8/08 - 9/30/08</u>		CURRENT CONTRACT TERM DATES: <u>4/8/08 - 9/30/08</u>

FOR TRAVIS COUNTY INTERNAL USE ONLY:Original Contract Amount: \$80,000Current Modified Amount \$100,000.00.

DESCRIPTION OF CHANGES: Except as provided herein, all terms, conditions, and provisions of the document referenced above as heretofore modified, remain unchanged and in full force and effect.

Execution of this modification will:

1. Increase the Contract amount from \$80,000.00 to \$100,000.00, an increase of \$20,000.
2. Change the existing language in Section 11.5 to read as follows:

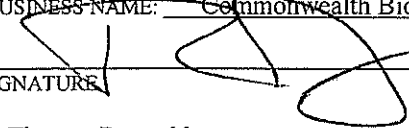
11.5 Contract Modification/Amendments

- 11.5.1 Unless specifically provided otherwise in this contract, any change to the terms of this contract or any attachments to it shall be made in writing and signed by both parties.
- 11.5.2 It is acknowledged by Contractor that no officer, agent, employee or representative of County has any authority to change the terms of this contract or any attachments to it unless expressly granted that authority by the Commissioners Court.
- 11.5.3 It is further acknowledged by the CONTRACTOR that the Commissioners Court expressly granted such authority to the Travis County Purchasing Agent.
- 11.5.4 Contractor shall submit all requests for alterations, additions or deletions of the terms of this contract or any attachment to it to the Travis County Purchasing Agent with a copy to the DIRECTOR.
- 11.5.5 If the requested change falls outside of the authority granted to the Purchasing agent, then upon request from the DIRECTOR your request will be presented to the Commissioners Court for Consideration by the Purchasing Agent.

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: Commonwealth Biotechnologies, Inc.

BY: 
SIGNATURE

BY: Thomas Reynolds
PRINT NAME

TITLE: Executive Vice President

☒ X DBA Fairfax Identity Laboratories

☒ X CORPORATION

☐ OTHER

DATE:
8/19/2008

TRAVIS COUNTY, TEXAS

BY: 
CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT

DATE:
8/20/08

TRAVIS COUNTY, TEXAS

BY: _____
SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE

DATE:

Last updated 8-22-08 at 9:30am



TRAVIS COUNTY PURCHASING OFFICE
Cyd V. Grimes, C.P.M., Purchasing Agent

314 W. 11th, Room 400 Austin, Texas 78701 (512) 473-9700 Fax (512) 473-9185

Approved by: _____

Cyd V. Grimes 8/19/08

Voting Session: Tuesday, August 26, 2008

REQUESTED ACTION: APPROVE CONTRACT AWARD FOR SIX (6) PANEL URINALYSIS DRUG SCREEN CUPS, IFB B080219-OJ, TO THE QUALIFIED LOW BIDDER, COMPLIANCE CONSORTIUM CORPORATION. (JUVENILE PROBATION)

Points of Contact:

Purchasing: Oralia Jones, 854-4204

Department: GBJJC, Sylvia Mendoza, 854-7008, Emmitt Hayes, 854-7031, Estela Medina, Chief Juv. Probation Officer, 854-7000

County Attorney (when applicable): John Hille

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro and Jose Palacios

Other:

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action met the compliance requirements as outlined by the statutes. The contract provides for the purchase of Six (6) Panel Urinalysis Drug Screen cups for the Juvenile Probation Department.

On May 19, 2008, IFB #B080219-OJ was issued through RFP Depot. Sixteen (16) bids were received on June 9, 2008.

The Purchasing Office concurs with the Juvenile Probation Department recommendation to award a contract for the Six (6) Panel Urinalysis Drug Screen cups to Compliance Consortium Corporation, Belton, Texas.

There were four (4) low bidders before Compliance Consortium Corporation. However, they were not recommended for contract award due to their products not meeting the contract specifications. Their products were not recommended for award because the cups were not spill proof. These vendors were notified of our contract recommendation.

- **Contract Expenditures:** Within the last 12 months \$15,500.00 has been spent against this requirement.

☐ Not applicable

➤ **Contract-Related Information:**

Award Amount: Estimated quantity
Contract Type: Annual Contract
Contract Period: August 26, 2008 through August 25, 2009

➤ **Solicitation-Related Information:**

Solicitations Sent: 249 Responses Received: 16
HUB Information: Not Applicable % 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:

➤ **Funding Information:**

- ☐ Purchase Requisition in H.T.E.:
☒ Funding Account(s): 001-4530-593-3053
☒ Comments: Funds are made available at the time a purchase order is issued for the urinalysis drug screen cups.

➤ **Statutory Verification of Funding:**

☐ Contract Verification Form: Funds Verified __ Not Verified __ by Auditor.

APPROVED ()

DISAPPROVED ()

BY COMMISSIONERS COURT ON:

DATE

COUNTY JUDGE

Note: Approval by Commissioners Court authorizes the Travis County Purchasing Agent to sign the Purchase Orders.

TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

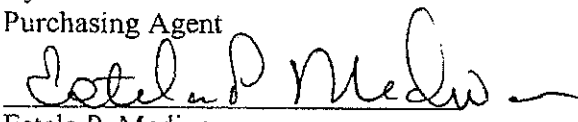


ESTELA P. MEDINA
Chief Juvenile Probation Officer

ADMINISTRATIVE SERVICES
COURT SERVICES
DETENTION SERVICES
PROBATION SERVICES
RESIDENTIAL SERVICES
SUBSTANCE ABUSE SERVICES
DOMESTIC RELATIONS OFFICE
JUVENILE JUSTICE
ALTERNATIVE EDUCATION
PROGRAM

DATE: August 15, 2008

TO: Cyd Grimes
Purchasing Agent

FROM: 
Estela P. Medina
Chief Juvenile Probation Officer

RE: Invitation for Bid / #B0802190J-Urinalysis Drug Screen Kits

This transmittal letter is a modification of the Urinalysis Drug Screen bid that submitted on August 1, 2008 where Compliance Consortium Corporation was recommended the award.

The reason our department did not recommend Drug Detention Devices LTD, MP Biomedicals, American Screening Corporation, and Alfa Scientific Designs, Inc because their products were not spill proof.

If you need additional information in order to proceed, please do not hesitate to contact me.

cc: Britt Canary
Emmitt Hayes
Sylvia Mendoza

EPM: gc



RECEIVED
TRAVIS COUNTY
TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT
2008 AUG -5 PM 4: 56



ESTELA P. MEDINA
Chief Juvenile Probation Officer

PURCHASING
OFFICE

ADMINISTRATIVE SERVICES
COURT SERVICES
DETENTION SERVICES
PROBATION SERVICES
RESIDENTIAL SERVICES
SUBSTANCE ABUSE SERVICES
DOMESTIC RELATIONS OFFICE
JUVENILE JUSTICE
ALTERNATIVE EDUCATION
PROGRAM

DATE: August 1, 2008

TO: Cyd Grimes
Purchasing Agent

FROM:

A handwritten signature of Estela P. Medina in black ink.

Estela P. Medina
Chief Juvenile Probation Officer

RE: Invitation for Bid / #B080219OJ-Urinalysis Drug Screen Kits

Travis County Juvenile Probation has reviewed the bids submitted for the Urinalysis Drug Screen Kits. Compliance Consortium Corporation was the lowest bidder and the products met all the specifications requested by our department.

Our department's recommendation is to award the bid to Compliance Consortium Corporation. The following details the Commodity/Sub-Commodity codes and funding information:

Commodity/Sub-Commodity Codes 193 / 048
Account Number 001-4530-593-3053

If you need additional information in order to proceed, please do not hesitate to contact me.

cc: Britt Canary
Emmitt Hayes
Sylvia Mendoza

EPM: gc

GM200I13

Last updated 8-22-08 at 9:30am

Fiscal Year 2008

TRAVIS COUNTY

Account Balance Inquiry

8/14/08

10:17:30

Account number . . . : 1-4530-593.30-53
 Fund : 001 GENERAL FUND
 Department : 45 JUVENILE PROBATION
 Division : 30 PROBATION SERVICES
 Activity basic : 59 JUSTICE SYSTM (JUV SRVCS)
 Sub activity : 3 JUVENILE PROBATION
 Element : 30 OPER SUPP, REPR PRTS, & EQ
 Object : 53 LABORATORY EQUIP & SUPP

Original budget :	0	
Revised budget :	12,916	08/06/2008
Actual expenditures - current . :	.00	
Actual expenditures - ytd . . . :	8,435.41	
Unposted expenditures :	.00	
Encumbered amount :	4,480.00	
Unposted encumbrances :	.00	
Pre-encumbrance amount :	.00	
Total expenditures & encumbrances:	12,915.41	100.0%
Unencumbered balance :	.59	0.0

F5=Encumbrances F7=Project data

F8=Misc inquiry

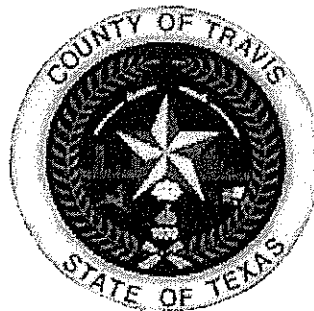
F10=Detail trans F11=Acct activity list

F12=Cancel

F24=More keys











**Bid Tabulation Packet
for
Solicitation B080219-OJ**

Six (6) Panel Urinalysis Drug Screen Cups



Travis County











Bid #B080219-OJ - Six (6) Panel Urinalysis Drug Screen CupsCreation Date **May 13, 2008**End Date **Jun 9, 2008 10:00:00 AM CDT**Start Date **May 19, 2008 10:11:07 AM CDT**Awarded Date **Not Yet Awarded**

B080219-OJ-1-01 Six (6) Panel Urinalysis Drug Screen Cups					
Vendor	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Drug Detection Devices Ltd	First Offer - \$2.25	12000 / cup	\$27,000.00		
Agency Product Code: Agency Notes:		Supplier Product Code: TC64 Vendor Notes: Brand Name: QuikScreen Part Number: TC64 Minimum Order Required: 200 Product Shelf Life: 18 months Delivery (number) days ARO: 3			
MP Biomedicals [Ad]	First Offer - \$2.50	12000 / cup	\$30,000.00		
Agency Product Code: Agency Notes:		Supplier Product Code: Vendor Notes: Brand Name: Part Number: Minimum Order Required: Product Shelf Life: Delivery (number) days ARO:			
AMERICAN SCREENING SCREENING CORPORATION	First Offer - \$2.97	12000 / cup	\$35,640.00		
Agency Product Code: Agency Notes:		Supplier Product Code: QuickScreen 6 Panel Vendor Notes: Brand Name: QuickScreen 6 Panel Part Number: QS-6panel Minimum Order Required: 3000 Product Shelf Life: 18-24 months Delivery (number) days ARO: 6 Note: We have sent samples of this Quickscreen cup. We will have to special make this cup upon notification of award. Production time 3-4 weeks. Once in stock, we will ship cups out with 24 hours after Purchase Order is recieved.			
Alfa Scientific Designs, Inc	First Offer - \$3.15	12000 / cup	\$37,800.00		
Agency Product Code: Agency Notes:		Supplier Product Code: Vendor Notes: Brand Name: Instant-View Part Number: 03-5740 Minimum Order Required: 1000 Product Shelf Life: 18-24 months Delivery (number) days ARO: 1-3			
Compliance Consortium Corporation	First Offer - \$3.40	12000 / cup	\$40,800.00		
Agency Product Code: Agency Notes:		Supplier Product Code: Vendor Notes: Brand Name: Part Number: Minimum Order Required: Product Shelf Life: Delivery (number) days ARO:			
Phamatech, Inc.	First Offer - \$3.45	12000 / cup	\$41,400.00		
Agency Product Code:		Supplier Product Code:			

Agency Notes:

Vendor Notes:

Brand Name: QuickScreen
 Part Number: 9286Z
 Minimum Order Required: 1 case
 Product Shelf Life: 18 months
 Delivery (number) days ARO: 3-4 days

Redwood Toxicology Laboratory, Inc.	First Offer - \$3.45	12000 / cup	\$41,400.00		
Agency Product Code: Agency Notes:		Supplier Product Code: 01 102 2038 Vendor Notes: Brand Name: iCup AD Part Number: 01 102 2038 Minimum Order Required: 25 cups Product Shelf Life: Minimum 12 months from date of order Delivery (number) days ARO: 5 business days after receipt of Purchase Order			
Para Scientific Company	First Offer - \$3.62	12000 / cup	\$43,440.00		
Agency Product Code: Agency Notes:		Supplier Product Code: 96-4180-06 Vendor Notes: Brand Name: EXPRESS DIAGNOSTICS Part Number: DRUG CHECK 6 Minimum Order Required: 2000 Product Shelf Life: 1 YEAR Delivery (number) days ARO: 14 PLEASE GO TO WWW.DRUGCHECK.COM FOR LITERATURE. BASED ON THE ESTIMATED QUANTITY IN THE BID, THE PRICE IS BASED ON SHIPMENTS EVERY OTHER MONTH			
ATLAS MEDICAL SUPPLY, INC.	First Offer - \$3.80	12000 / cup	\$45,600.00		
Agency Product Code: Agency Notes:		Supplier Product Code: 46065 Vendor Notes: Brand Name: SafeCup II MultiDrug 6 Part Number: 46065 Minimum Order Required: 25 cups Product Shelf Life: 1-2 years Delivery (number) days ARO: 5-7			
Kroll Inc	 First Offer - \$3.95	12000 / cup	\$47,400.00		
Agency Product Code: Agency Notes:		Supplier Product Code: Vendor Notes: Brand Name: Part Number: Minimum Order Required: Product Shelf Life: Delivery (number) days ARO:			
Norton Medical Industries	First Offer - \$3.98	12000 / cup	\$47,760.00		
Agency Product Code: Agency Notes:		Supplier Product Code: UCP MDS6 Vendor Notes: Brand Name: UCP Biosciences Part Number: MDS6 Minimum Order Required: 5000 Product Shelf Life: 2 years Delivery (number) days ARO: 5			
Xpert Medical	 First Offer - \$3.99	12000 / cup	\$47,880.00		
Agency Product Code: Agency Notes:		Supplier Product Code: Vendor Notes: Brand Name:			

		Part Number:	
		Minimum Order Required:	
		Product Shelf Life:	
		Delivery (number) days ARO:	
Noble Medical, Inc.	<input checked="" type="checkbox"/> First Offer - \$4.45	12000 / cup	\$53,400.00
Agency Product Code:		Supplier Product Code:	
Agency Notes:		Vendor Notes:	
		Brand Name:	
		Part Number:	
		Minimum Order Required:	
		Product Shelf Life:	
		Delivery (number) days ARO:	
Products Unlimited	<input checked="" type="checkbox"/> First Offer - \$4.85	12000 / cup	\$58,200.00
Agency Product Code:		Supplier Product Code: 60602	
Agency Notes:		Vendor Notes:	
		Brand Name: American Screening Corporation	
		Part Number: 60602	
		Minimum Order Required: 3000	
		Product Shelf Life: 18-24 months	
		Delivery (number) days ARO: 2	
		Results within 5 minutes	
Anachem Corporation	<input checked="" type="checkbox"/> First Offer - \$5.616	12000 / cup	\$67,392.00
Agency Product Code:		Supplier Product Code:	
Agency Notes:		Vendor Notes:	
		Brand Name:	
		Part Number:	
		Minimum Order Required:	
		Product Shelf Life:	
		Delivery (number) days ARO:	
Norton Medical Industries	Alt 2 - \$6.15	12000 / cup	\$73,800.00
Agency Product Code:		Supplier Product Code: MCC 6701	
Agency Notes:		Vendor Notes:	
		Brand Name: Medical & Clinical Consortium	
		Part Number: 6701	
		Minimum Order Required: 5000	
		Product Shelf Life: 18 months	
		Delivery (number) days ARO: 5	
		Sample supplied is a 5 panel for avaluation. The bid is for a Six (6) panel Lab Ready Cup.	

Vendor Totals

Drug Detection Devices Ltd		\$27,000.00
Bid Contact	Amy D Coughenour amy@3dl.net Ph 770-886-6226 x205 Fax 770-886-7792	Address 6820 Meadowridge Ct, Ste A7 Alpharetta, GA 30005
Agency Notes:		Vendor Notes:
MP Biomedicals [Ad]		\$30,000.00
Bid Contact	David Katrowski dkatrowski@mpbio.com Ph 800-633-1352 x2623	Address 3 Hutton Centre #100 Santa Ana, CA 92707
Agency Notes:		Vendor Notes:
AMERICAN SCREENING SCREENING CORPORATION		\$35,640.00
Bid Contact	RON J KILGARLIN ron@americanscreeningcorp.com Ph 318-797-9933	Address 6658 YOUREE DR STE 180 PMB 404 SHREVEPORT, LA 71105

Qualifications SB

Agency Notes:

Vendor Notes:

Alfa Scientific Designs, Inc

\$37,800.00

Bid Contact **Michael Lathe**
mlathe@alfascientific.com
Ph 877-204-5071

Address **13200 Gregg St**
Poway, CA 92064

Qualifications MBE SB WBE

Agency Notes:

Vendor Notes:

Compliance Consortium Corporation

\$40,800.00

Bid Contact **Gary Baird**
gary.baird.ccc@nodope.net
Ph 254-939-9691

Address **201 E 2nd Ave**
Belton, TX 76513

Qualifications SB TX

Agency Notes:

Vendor Notes:

Redwood Toxicology Laboratory, Inc.

\$41,400.00

Bid Contact **Mary Tardel**
mtardel@redwoodtoxicology.com
Ph 800-255-2159

Address **3650 Westwind Blvd., PO Box 5680**
Santa Rosa, CA 95403

Bid Notes **As and added bonus, the iCup AD quoted is equipped with built-in adulteration that tests for oxidants (OX), specific gravity (SG) and pH Level (PH). Additionally, the device listed above also tests for Amphetamines and Barbiturates. These features are included at no additional cost to the County. Per bid specification, all prices are FOB Destination.**

For additional devices and configurations offered to Travis County, please reference the Response to Specifications, uploaded to RFP Depot as part of this bid response.

Agency Notes:

Vendor Notes:

As and added bonus, the iCup AD quoted is equipped with built-in adulteration that tests for oxidants (OX), specific gravity (SG) and pH Level (PH). Additionally, the device listed above also tests for Amphetamines and Barbiturates. These features are included at no additional cost to the County. Per bid specification, all prices are FOB Destination.

For additional devices and configurations offered to Travis County, please reference the Response to Specifications, uploaded to RFP Depot as part of this bid response.

Phamatech, Inc.

\$41,400.00

Bid Contact **Eugene Gutierrez**
egutierrez@phamatech.com
Ph 888-635-5840 x228

Address **10151 Barnes Canyon Road**
san Diego, CA 92121

Bid Notes **Bid package (hard copies) and samples shipped via DHL on 6/3/08 to:**
314 W. 11th Street, Room 400
Austin, TX 78701

Agency Notes:

Vendor Notes:

Bid package (hard copies) and samples shipped via DHL on 6/3/08 to:
314 W. 11th Street, Room 400
Austin, TX 78701

Para Scientific Company

\$43,440.00

Bid Contact **Hiram Reinhart**
PSCTCB@AOL.COM
Ph 215-736-0225
Fax 215-736-3290

Address **297 Cedar Lane**
Fairless Hills, PA 19030

Qualifications SB

Agency Notes:

Vendor Notes:

ATLAS MEDICAL SUPPLY, INC.

\$45,600.00

Bid Contact **MORRIS SHELTON**

Address **5645 HILLCROFT**

info@atlasmedicallab.com
Ph 713-975-6022
Fax 713-975-0239

SUITE 301
HOUSTON, TX 77036

Qualifications **DBE HUB MBE WBE**

Agency Notes:**Vendor Notes:**

Kroll Inc

\$47,400.00

Bid Contact **Leo Barbisan**
lbarbisan@comcast.net
Ph 901-251-5035

Address **1111 Newton Street**
Gretna, LA 70053

Agency Notes:**Vendor Notes:**

Norton Medical Industries

\$47,760.00

Bid Contact **Dr. Marshall Zablen**
nortonmedical@yahoo.com
Ph 818-779-1900

Address **6265 Sepulveda Blvd., Ste 13**
Van Nuys, CA 91411

Bid Notes **Two samples of each item bid were sent separately VIA MAIL to the attention of Lolly Jones.**

Agency Notes:**Vendor Notes:**

Two samples of each item bid were sent separately VIA MAIL to the attention of Lolly Jones.

Xpert Medical

\$47,880.00

Bid Contact **Sara VanFleet**
svanfleet@xpertmedicallsupply.com
Ph 830-624-9063

Address **P.O. Box 610558**
New Braunfels, TX 78131

Agency Notes:**Vendor Notes:**

Noble Medical, Inc.

\$53,400.00

Bid Contact **Denise Beckman**
denise@noblemedical.com
Ph 977-836-5713
Fax 414-431-0162

Address **11623 West Bluemound Road**
Wauwatosa, WI 53226

Agency Notes:**Vendor Notes:**

Products Unlimited

\$58,200.00

Bid Contact **Janey Cooper**
jcooper@products-unlimited.com
Ph 800-865-4683

Address **PO box 339**
Justin, TX 76247

Qualifications **HUB SB TX WBE**

Agency Notes:**Vendor Notes:**

Anachem Corporation

\$67,392.00

Bid Contact **Martha Torres**
ANACHEM@BELLSOUTH.NET
Ph 954-772-6671
Fax 954-772-6672

Address **4536 North federal Highway**
Fort LUDERDALE, FL 33308

Agency Notes:**Vendor Notes:**

****All bids/proposals submitted for the designated project are reflected on this tabulation sheet. However, the listing of the bid/proposal on this tabulation sheet shall not be construed as a comment on the responsiveness of such bid/proposal or as any indication that the agency accepts such bid/proposal as being responsive. The agency will make a determination as to the responsiveness of the vendor responses submitted based upon compliance with all applicable laws, purchasing guidelines and project documents, including but not limited to the project specifications and contract documents. The agency will notify the successful vendor upon award of the contract and, as according to the law, all bid/proposal responses received will be available for inspection at that time.**

Print

Close



TRAVIS COUNTY PURCHASING OFFICE

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

314 W. 11th Street, Room 400 Austin, Texas 78701 (512) 854-9700 Fax (512) 854-9185

15

Approved by: _____

Cyd V. Grimes 8/15/08

Voting Session: Tuesday, August 26, 2008

REQUESTED ACTION: APPROVE MODIFICATION NO.1 TO INTERLOCAL AGREEMENT NO. IL080007VR, HAYS COUNTY JUVENILE CENTER, FOR RESIDENTIAL TREATMENT SERVICES TO JUVENILE OFFENDERS. (JUVENILE PROBATION)

Points of Contact:

Purchasing: Vania Ramaekers

Department: (JUVENILE PROBATION) Estela Medina, Chief Juvenile Probation Officer; Sylvia Mendoza

County Attorney (when applicable): Jim Connolly

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro And Jose Palacios

Other: N/A

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

This interlocal agreement is for the provision of residential treatment services for juvenile offenders within the Juvenile Probation Department. Travis County currently has over 37 active Residential Treatment Service Contracts and interlocals with different counties throughout Central Texas, which are used on an as needed basis, according to the specific needs of the youths being placed.

Modification No.1 increases the daily reimbursement rates for each child placed at this facility by Travis County. The daily reimbursement rates will increase as follows:

- Child placement for the Drug and Alcohol Program will increase from \$95.00 per day to \$100.00 per day.
- Child Placement for the Sex Offender Program will increase from \$115.00 per day to \$120.00 per day.
- Child Placement for Boot Camp program will increase from \$93.00 per day to \$95.00 per day.

- **Contract Expenditures:** Within the last 12 months \$97,215.00 has been spent against this contract.

☐ Not applicable

➤ **Contract-Related Information:**

Award Amount: \$0.00 (Estimated quantity)
Contract Type: (Professional Services Agreement)
Contract Period: 12/11/07 - 9/30/08 (auto renewal)

➤ **Contract Modification Information:**

Modification Amount: \$0.00 (Estimated)
Modification Type: Increase daily rate per child.
Modification Period: 10/1/08 -9/30/09 (auto renewal)

➤ **Solicitation-Related Information:**

Solicitations Sent: N/A Responses Received: N/A
HUB Information: Not Applicable % 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:

➤ **Funding Information:**

- ☐ Purchase Requisition in H.T.E.: N/A
☒ Funding Account(s): **001-4530-593-6205**
☐ Comments:

➤ **Statutory Verification of Funding:**

☐ Contract Verification Form: Funds Verified ____ Not Verified ____ by Auditor.

Funds will be verified, on an as needed basis, through requisitions processed against the contract

MODIFICATION OF CONTRACT NUMBER: IL080007VR – Residential
Treatment Services

PAGE 1 OF 1 PAGES

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: Vania Ramaekers TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: August 5, 2008
ISSUED TO: Hays County Juvenile Center Attn: Brett Littlejohn 2250 Clovis Barker Road San Marcos, Texas 78666	MODIFICATION NO.: 1	EXECUTED DATE OF ORIGINAL CONTRACT: December 11, 2007
ORIGINAL CONTRACT TERM DATES: <u>12/11/07 – 9/30/08</u>		CURRENT CONTRACT TERM DATES: <u>12/11/07 – until terminated</u>

FOR TRAVIS COUNTY INTERNAL USE ONLY:

Original Contract Amount: As Needed Basis Current Modified Amount As needed basis

DESCRIPTION OF CHANGES: Except as provided herein, all terms, conditions, and provisions of the document referenced above as heretofore modified, remain unchanged and in full force and effect.

A. Pursuant to section II "Term" item 2.2 this contract will automatically renew October 1, 2008 through September 30, 2009 unless either party provides at least thirty (30) days written notice of intent to terminate.

B. Pursuant to section IV "Compensation, Billing, and Payment", item 4.1 is hereby deleted in its entirety and replaced as follows:

4.1 **Daily reimbursement.** For and in consideration of the satisfactory performance of the services described in Section III and Contractor's compliance with the terms and conditions of this Contract, County shall pay Contractor a daily reimbursement for each child placed by County and receiving services from Contractor in accordance with this Contract. The amount of daily reimbursement shall be as follows:

4.1.1 Child placement w/ Drug and Alcohol Program = \$100.00 per day

4.1.2 Child placement w/ Sex Offender Program = \$120.00 per day

4.1.3 Child placement w/ Boot Camp Program = \$95.00 per day

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: Hays County Juvenile Center
BY: [Signature]
SIGNATURE
BY: Brett Littlejohn
PRINT NAME
TITLE: Administrator
ITS DULY AUTHORIZED AGENT

☐ DBA
☐ CORPORATION
☐ OTHER

DATE:
8-6-08

TRAVIS COUNTY, TEXAS
BY: Cyd V. Grimes
CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT

DATE:
8/15/08

TRAVIS COUNTY, TEXAS
BY: _____
SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE

DATE:

TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT



Vania
8-1-08
YMB

ESTELA P. MEDINA
Chief Juvenile Probation Officer

ADMINISTRATIVE SERVICES
COURT SERVICES
DETENTION SERVICES
PROBATION SERVICES
RESIDENTIAL SERVICES
SUBSTANCE ABUSE SERVICES
DOMESTIC RELATIONS OFFICE
JUVENILE JUSTICE
ALTERNATIVE EDUCATION
PROGRAM

TO: Cyd Grimes
Purchasing Agent

FROM:

Estela P. Medina

Estela P. Medina
Chief Juvenile Probation Officer

RE: Hays County Juvenile Center – Contract #IL080007VR

DATE: July 29, 2008

RECEIVED
TRAVIS COUNTY
2008 JUL 31 PM 4:39
PURCHASING
OFFICE

Travis County Juvenile Probation Department currently has an Inter-Local Agreement with Hays County Juvenile Center. Our department is requesting to renew the agreement for another year. The following details funding detail item to be used in this agreement:

Contract Number & Name: IL080007VR – Hays County Juvenile Center
Account Number: 001 4530 593 6205

If you need additional information in order to proceed, please do not hesitate to call me.

cc: Britt Canary
Emmitt Hayes
Sylvia Mendoza
Michael Williams

EPM: gc

18

Travis County Commissioners Court Agenda Request

Voting Session 8/26/08

Work Session _____

I. A. Request made by: Joseph P. Gieselman, Executive Manager Phone # 854-9383

B. Requested Text: **Consider and take appropriate action on the notification of citizens of the new Flood Insurance Rate Map (FIRM) and Flood Insurance Study (FIS) for Travis County and the proposed Floodplain Regulation for Travis County.**

C. Approved by: _____
Signature of Samuel T. Biscoe, County Judge

II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (original and eight (8) copies of agenda request and backup).

B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request. Send a copy of the Agenda Request and backup to them:

Stacey Scheffel, TNR 854-9383
Chris Gilmore, Cty Attny 854-9415

Julie Joe, Cty Attny 854-9415
Anna Bowlin, TNR 854-9383

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

- ☒ Additional funding for any department or for any purpose
☐ Transfer of existing funds within or between any line item budget
☐ Grant

Human Resources Department (854-9165)

- ☐ A change in your department's personnel (reclassifications, etc.)

Purchasing Office (854-9700)

- ☐ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

- ☒ Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: This Agenda Request complete with backup memorandum and exhibits MUST be submitted to the County Judge's Office no later than 5:00 p.m. on Tuesday for the following week's meeting. Late or incomplete requests will be deferred.

Last updated 8-22-08 at 9:30am

19Travis County Commissioners Court Agenda RequestVoting Session 8/26/08
(Date)Work Session _____
(Date)

- I. A. Request made by: Joseph P. Gieselman Phone # 854-9383
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney
- B. Requested Text:

Consider and take appropriate action on:

A. Deer Haven Subdivision Final Plat in Precinct Three. (Short Form Plat – 3 Total Lots – 11.0 acres – Paleface Point Drive – No fiscal required – Sewage service to be provided by on-site septic facilities – No ETJ).

B. Approved by:

Commissioner Gerald Daugherty, Precinct Three

- II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (original and eight (8) copies of agenda request and backup).
- B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request. Send a copy of the Agenda Request and backup to them:

Michael Hettenhausen: 854-7563

Dennis Wilson: 854-4217

Anna Bowlin: 854-7561

- III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

____ Additional funding for any department or for any purpose

____ Transfer of existing funds within or between any line item budget

____ Grant

Human Resources Department (854-9165)

____ A change in your department's personnel (reclassifications, etc.)

Purchasing Office (854-9700)

____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

____ Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: This Agenda Request complete with backup memorandum and exhibits MUST be submitted to the County Judge's Office no later than 5:00 p.m. on Tuesday for the following week's meeting. Late or incomplete requests will be deferred.

Last updated 8-22-08 at 9:30am

#

21Travis County Commissioners Court Agenda RequestVoting Session 8/26/08
(Date)Work Session _____
(Date)

- I. A. Request made by: Joseph P. Gieselman Phone # 854-9383
Executive Manager, TNR
- B. Requested Text: **Consider and take appropriate action on a Cash Security Agreement with Highland Homes for sidewalk fiscal for Commons @ Rowe Lane Phase 2A Lot 23 Block J, Lot 5 Block L, Lot 24 Block I, and Lot 24 Block J in Precinct 2.**
- C. Approved by: _____
Commissioner Sarah Eckhardt
- II. A. Is backup material attached*: Yes X No
*Any backup material to be presented to the court must be submitted with this Agenda Request (original and 8 copies)

22

Travis County Commissioners Court Agenda Request

Voting Session: August 26, 2008
(Date)

Work Session: _____
(Date)

- I. A. Request made by: Sherri E. Fleming Phone: 854-4100
(Signature of Elected Official/Appointed Official/Executive Manager/County Attorney)

B. Requested Text:

Consider and Take Appropriate Action on the Following Related to the Use of Community Development Block Grant (CDBG) Funds Provided by the U.S. Department of Housing and Urban Development (HUD):

- A. Notice of Non-Compliance with Timeliness requirements;
- B. Review and Authorize the County Judge to Sign the Travis County Response; and
- C. Other Related Items

Approved by: _____
Signature of Commissioner(s) or County Judge

Signature of Commissioner(s) or County Judge

- II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request
(Original and eight copies)

- B. Please list all of the agencies or officials' names and telephone numbers that might be affected or be involved with the request. Send a copy of this Agenda Request and backup to them:

- III. Required Authorizations: Please check if applicable.

Planning and Budget Office (854-9106)

- ___ Additional funding for any department or for any purpose
- ___ Transfer of existing funds within or between any line item budget
- ___ Grant

Human Resources Department (854-9165)

- ___ A change in your department's personnel (reclassifications, etc.)

Purchasing Office (854-9700)

- ___ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

- ___ Contract, Agreement, Policy & Procedure

RECEIVED
COUNTY JUDGE'S OFFICE
08 AUG 20 PM 2:24

AGENDA REQUEST DEADLINE: This Agenda Request, complete with backup memorandum and exhibits should be submitted to the County Judge's Office no later than 5:00 PM on Tuesday for the following week's meeting. Late or incomplete requests may be deferred to the next subsequent meeting.



**TRAVIS COUNTY HEALTH and HUMAN SERVICES
And VETERANS SERVICE
100 North I.H. 35
P. O. Box 1748
Austin, Texas 78767**

**Sherri E. Fleming
Executive Manager
(512) 854-4100
Fax (512) 854-4115**

MEMORANDUM

Date: August 19, 2008

To: Members of the Commissioners Court

FROM: *Sherri E. Fleming*
Sherri E. Fleming, Executive Manager
Travis County Health and Human Services and Veterans Service

Subject: HUD Notice on Non-Compliance with Timeliness requirements

Proposed Motion:

Consider and Take Appropriate Action on the Following Related to the Use of Community Development Block Grant (CDBG) Funds Provided by the U.S. Department of Housing and Urban Development (HUD):

- a. Notice of Non-Compliance with Timeliness requirements;
- b. Review and Authorize the County Judge to Sign the Travis County Response;
and
- c. Other Related Items

Summary:

Travis County received notice on August 11, 2008, that the County is currently out of compliance with 24 CFR 570.902 related to the timeliness of its expenditure of Community Development Block Grant (CDBG) funding.

Timeliness is a ratio which HUD uses to evaluate an entitlement's fiscal performance 10 months into each grant year with the exception being for new entitlements -- the first review occurs 22 months into the grant. At the time the test is made, an entitlement should have no more than 1.5 times its current allocation in its line of credit. Travis County's first timeliness test occurred in July 2008.

Background:

Travis County Health and Human Services and Veterans Service has been in discussions with HUD regarding timeliness for several months. Additionally, the Department has discussed timeliness with the Court as part of a Work Session in May and throughout the project selection process for Program Year 2008 Action Plan.

HUD **DOES NOT** factor into our timeliness computation the fact that our initial plan was disallowed due to an allocation error by HUD's Washington, D.C., office. This caused a four-month delay in the approval of the County's inaugural Consolidated Plan. Consequently, project implementation including contract development and other necessary functions critical in moving forward the CDBG program and its approved projects were impacted.

Timeliness can be affected by a variety of factors which may include project selection, internal processes and procedures, HUD guidelines on expenditures and unforeseen factors outside of our control. All entitlements have the burden of timeliness. While other programs have experienced timeliness issues during their first few years of operation, timeliness can be a factor for experienced entitlements as well.

The letter, received from HUD's San Antonio Field Office, is attached for your review. Staff has drafted a response for the Commissioners Court to review which outlines our plan to comply with the timeliness provision. **Staff requests that the Court provide any additional comments they wish to see included in the response and authorize the County Judge to sign the completed document. The response is due back to the San Antonio Field Office on or about Sept. 11, 2008.**

Staff continues to closely monitoring expenditures and anticipates compliance by the next timeliness review in July 2009, if not before.



U.S. Department of Housing and Urban Development
San Antonio Field Office, Region VI
Office of Community Planning and Development
One Alamo Center
106 South St. Mary's Street, Suite 405
San Antonio, Texas
www.hud.gov www.cspanol.hud.gov

AUG 1 1 2008

The Honorable Samuel T. Biscoe
Judge, Travis County
314 West 1st Street, Suite 250
Austin, TX 78701

Dear Judge Biscoe:

The purpose of this letter is to advise you that as required by 24 CFR 570.902 of the Community Development Block Grant (CDBG) regulations, this office recently reviewed Travis County for compliance with the requirements for carrying out a CDBG program in a timely manner. A grantee is considered to be in compliance, if 60 days prior to the end of its program year, there is no more than 1.5 times its annual grant remaining in the line-of-credit. Travis County has an October 1, program year start date. When the 60 day test was conducted on July 31, 2008, it was calculated that your community had a balance in its line-of-credit of 1.99 times its annual grant. Accordingly, Travis County is in non-compliance with the timeliness standard.

As a result, the county's program now falls under the sanctions policy enunciated in the Department's letter of November 20, 2001 (attached). This letter, regarding HUD policy on corrective actions for failure to meet the timeliness requirements of the CDBG program, was sent previously to the chief elected official of all entitlement grantees. According to that policy, grantees that become newly untimely, beginning with those grantees with program years starting February 1, 2002 and later, have 12 months, to their next 60 day test, to reach the 1.5 timeliness standard. Failure to meet the 1.5 standard when the 60 day test is next conducted on July 31, 2009, will result in a reduction of your FY 2009 grant by 100 percent of the amount in excess of 1.5 times the annual grant, except where HUD determines that the untimeliness resulted from factors beyond the grantee's reasonable control. The grant reduction will be calculated as follows: (*new 60 day ratio* minus 1.50) times FY 2009 grant.

Prior to a grant reduction, each grantee is entitled to an informal consultation as provided for in 24 CFR 570.911 of the CDBG regulations. At that time, the grantee will have the opportunity to demonstrate how factors beyond its reasonable control caused significant delays in program implementation and affected timely performance. The burden will be on the grantee to make a compelling argument that it qualifies for an exception. Grantees should not, however, delay actively working to improve their drawdown ratio on the assumption they will meet this criterion. These determinations will be made only at such time as a grantee has not met the standard and HUD is otherwise prepared to make a reduction. Each grantee will be advised of the HUD decision following the informal consultation.

The county should take all appropriate actions to improve the drawdown rate, including, but not limited to the development of a workout plan, timetables and schedules in order to return the program to compliance with the timeliness standard. The workout plan should be submitted to HUD for review and approval within 30 days from the date of this letter. For your information, attached is a copy of the CDBG guidebook entitled, "Developing and Implementing a CDBG Workout Plan. The guidebook provides a detailed description of each element required to be included in the plan, including a format and instructions for the milestone schedule/progress report and the funds projected/funds drawn report.

We remind you that the IDIS timeliness reports are a helpful tool for keeping track of your drawdown progress. IDIS will calculate a current drawdown ratio and the exact dollar amount you will need to draw down to reach the 1.5 standard.

My staff and I remain available to assist you in any way possible in your goal to reach the 1.5 threshold. Should you have any questions regarding this letter or the Department's timely expenditure policy, please feel free to contact me at (insert phone number).

If you have any questions or comments with respect to this letter, please contact Elisha Anderson, Financial Analyst, at (210) 475-6800, ext. 2217.

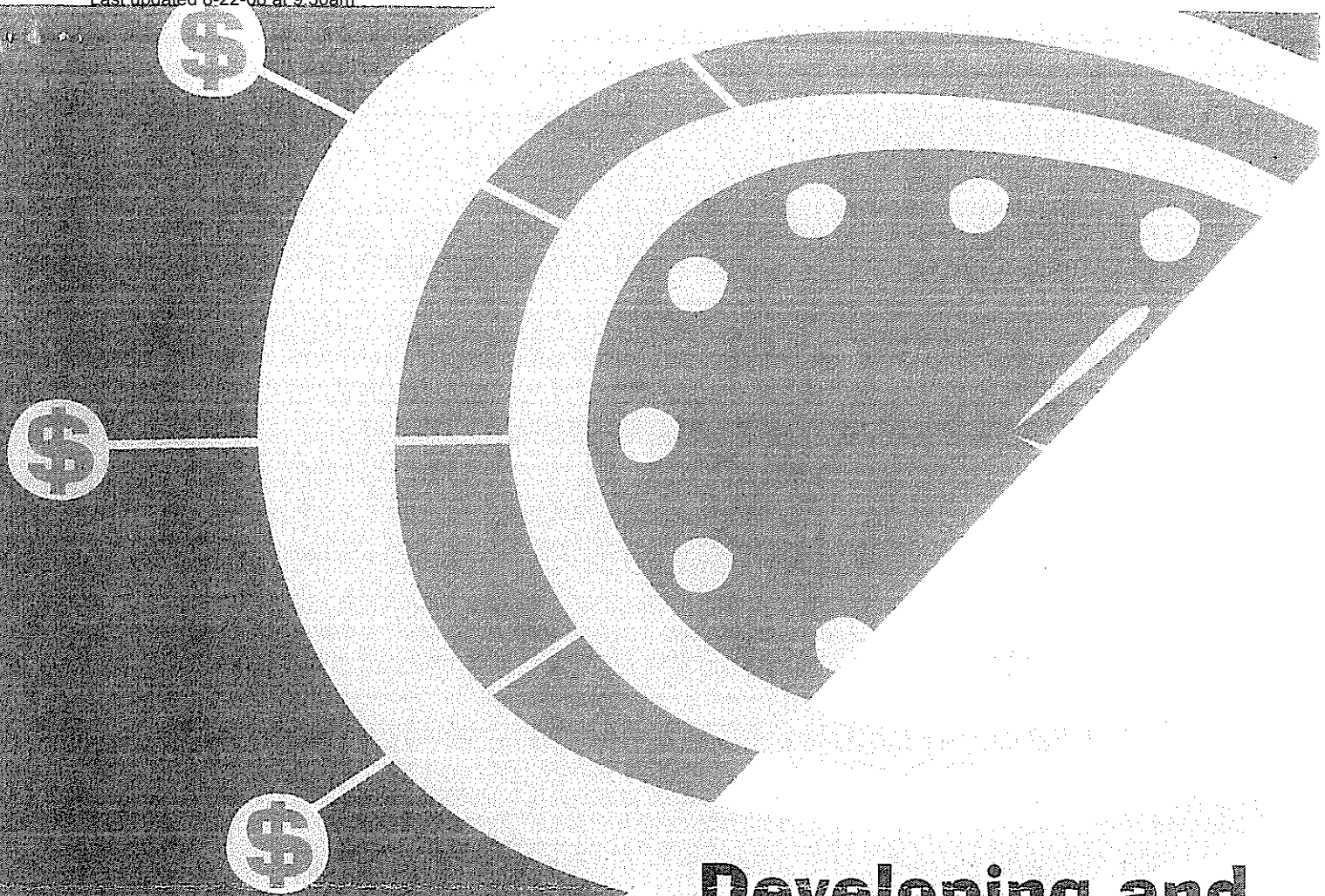
Sincerely,



John T. Maldonado, Director
Office of Community Planning and
Development

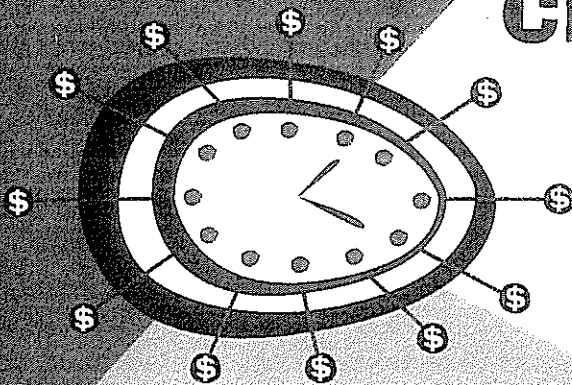
Enclosure

cc: Ms. Sherri Fleming, Executive Manager, TCHHSVS
Ms. Christy Moffett, Senior Planner, TCHHSFC



Developing and Implementing a CDBG Workout Plan

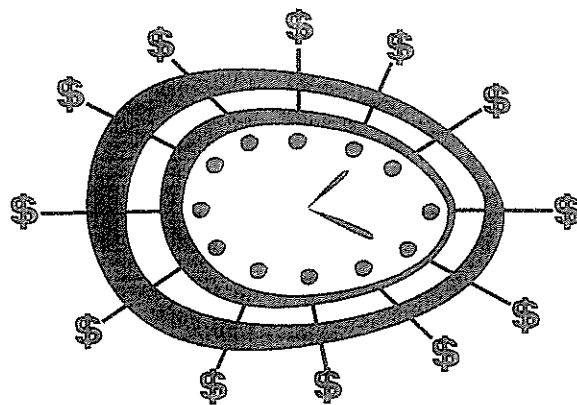
Guidelines for Putting
Your Community Development
Block Grant Program
on the Road
to Timeliness



U.S. Department of Housing and Urban Development
Mel Martinez, Secretary
Roy A. Bernardi, Assistant Secretary for Community Planning and Development

Developing and Implementing a CDBG Workout Plan

Guidelines for Putting Your Community Development Block Grant Program on the Road to Timeliness



Introduction

Cities and counties that receive entitlement funds from the Community Development Block Grant (CDBG) program are required by statute to use their funds in a timely manner. By running a timely local program, grantees promote the goals of the CDBG program by improving the lives of residents of the community, particularly those of low and moderate income.

Some communities, however, fall behind in the timely expenditure of their CDBG funds. If they fail to pass the timely expenditure test at 24 CFR §570.902, HUD may require the community to construct a Workout Plan for reducing its funds backlog to within the regulatory standard. This publication provides guidelines for preparing a Workout Plan acceptable to HUD.

Purposes of a Workout Plan

The main purpose of a Workout Plan is to help you bring your CDBG program into compliance with the CDBG timeliness standard, which requires that you have no more than 1.5 times the amount of your last annual grant in your CDBG line of credit 60 days prior to the end of your current program year. Preparing a Workout Plan will help accomplish this goal by:

- * Leading you through the process of analyzing your program to identify the causes for delays, the opportunities for spending funds more quickly, and the actions you can take to hasten the draw-down of CDBG funds.
- * Focusing your attention on the problem areas of your program that have produced the excess funds backlog and on what needs to be done to address them.
- * Providing the specific information HUD will need to conclude that you can succeed in bringing your program into compliance 60 days prior to the end of your next program year.
- * Providing you with a baseline for assessing your progress against the Workout Plan and for reporting such progress to HUD.

Working Your Way Out of a CDBG Funds Backlog

Working your way out of a funds backlog takes a real effort on your part. However, if you follow the steps described below you will have developed a Workout Plan that not only brings you into compliance, but also, in the long run, will strengthen your program management capabilities.

Developing and Implementing a CDBG Program Plan

Finding the Causes

Communities with a serious backlog of unspent funds need to find the underlying causes, and do so quickly. The longer it takes to identify the causes and to choose an alternative course of action, the less time you have available to implement the Workout Plan. An honest assessment of your projects, program administration, and management capacity should be undertaken. If you do not identify the most likely causes of your problem and realistic remedies, you may not only be unsuccessful in eliminating your excess backlog, but you also may be unable to avoid becoming untimely again. This assessment will entail looking at **all of your CDBG-funded activities** as well as **how you carry them out**. Some key issues and questions you need to consider in this assessment process include:

1. Identifying and responding to problematic projects

- * Do you have a schedule for each project? If you don't, that is part of your problem.
- * Which projects are significantly behind schedule? Which are contributing the most to your backlog problem?
- * What actions can you take to move these projects along faster?
- * If the delays cannot be overcome quickly, can any of the projects be restructured to defer some portions to another year, freeing up the funds for other uses?
- * Should one or more projects be terminated so that the unspent funds can be reprogrammed? Are there any not-yet-started, time-consuming projects that could be moved to a future program year,

thereby freeing funds for faster moving projects?

- * Do you have any other projects already under way that could use freed-up funds quickly?
 - * Do you have backup projects in the Consolidated Plan that can use funds available for reprogramming?
 - * What steps do you need to take to rapidly identify other projects not in your current program that could be implemented quickly with freed-up funds? Make sure, however, you do not substitute one problem for another. Once identified, list the projects in your Consolidated Plan so they will be ready to go when funds become available.
 - * Have you identified all unprogrammed/surplus funds and program income?
 - * Have you determined whether you need an amendment to your Consolidated Plan?
- #### 2. Identifying and responding to systemic problems
- * Does your annual program schedule provide sufficient time to identify and refine prospective projects that can be carried out without risking delays?
 - * Are you working closely enough with other parties running your projects, both within and outside local government, to enable quick identification of delays and their causes?
 - * Are you getting the information you need from implementing entities to keep track of expenditures so that you can draw down on a regular basis throughout the year?

Developing and Implementing a CDBG Workout Plan

- * Are you regularly reviewing the progress of each funded project against a project-scheduled schedule? (If you do not already use a project management system for this purpose, this is a good time to start.)
 - * Is your backlog largely caused by the failures of subgrantees? If so, what can you do to strengthen their capacity and your oversight? HUD is producing a separate publication titled *Ensuring CDBG Subrecipient Timeliness*. It discusses issues concerning the management of subrecipients for program timeliness purposes. Ask HUD for a copy to assist in this part of your assessment.
 - * If you frequently miss scheduled milestones, do you need to be more realistic in setting your schedules and/or provide more oversight to see that schedules are maintained?
 - * Are you encountering unpredicted delays that were not factored into the overall timely implementation of your program?
 - * Do you require an operating agency to define sufficiently a project and demonstrate a readiness to proceed before you fund the project?
 - * Do you require site control before you include a project in the Consolidated Plan?
 - * Can you do a better job of phasing or staging large projects so that you commit funds only to the portion that can move ahead in the next year or two?
 - * Are you failing to anticipate the receipt of large amounts of program income and, therefore, are you unprepared to use it quickly when received?
 - * Do any of your subgrantees have on hand a large amount of program income they are unlikely to use quickly that you could retrieve for other, faster moving projects?
 - * Is money sitting idle in revolving loan funds because of an insufficient level of program activity?
 - * Is there a substantial gap between when expenditures are made and funds are drawn from the CDBG line of credit for reimbursement? If so, what steps can you take to reduce that gap?
 - * Do you have the number of staff and skill levels you need? Are you using existing staff in the most effective way?
 - * Is your staff adequately trained to do the assigned tasks? Are they sufficiently knowledgeable about the CDBG program?
- You may want to seek help with this assessment from your HUD Field Office, which is aware of what other communities in your area are doing. The Field Office may also be able to put you in touch with some of your peers for more detailed discussions of how they run their programs and what worked best for them. HUD has also prepared a separate publication titled *Keeping Your CDBG Funds Moving: Guidelines for Managing Your Overall Community Development Block Grant Program in a Timely Manner*. It focuses on program management issues that affect timeliness. You should request a copy to use in conjunction with assessing and modifying your program as part of preparing your Workout Plan.

Reviewing the Options

When faced with the need to take action on a project experiencing prolonged

Developing and Implementing a CDBG Workout Plan

delays, you will want to determine possible options. Is it feasible to stage the project, leaving the part of the project that can be completed in place and reprogramming the balance of funds (assuming it will not affect the eligibility or fundability of the completed portion)? This can be done more easily if you inform all interested parties that you intend to fund the remaining portion in a future year after the delay-producing obstacle has been overcome. If it appears the project will not get under way in the foreseeable future, you will need to terminate it. Identify which ongoing projects are candidates for increased funding. If you wish to continue with the same project unmodified, be sure you have realistically identified what steps you must now take to get that project under way.

Determining the Course of Action

Develop an action plan to remedy each deficiency you identify. Make a realistic assessment of how long it will take to make the changes and how they will result in drawing CDBG funds more quickly. Continue the process of identifying problems and developing solutions until you can conclude that the selected changes will be more than sufficient to reduce your CDBG balance to a level that will comply with the timeliness requirements by the next measurement date: 60 days before the end of your program year. Make a projection of how much program income will come in during that time period. **Don't forget that the program income you receive during the workout period must be used first before you can draw funds from your CDBG line of credit.** Develop your Workout Plan with the objective of bringing the backlog to a level well below the 1.5 timeliness standard. In this way, if any part of the Workout Plan does not achieve its

intended backlog reduction, it will not necessarily result in failure to meet the standard.

Bringing Key Officials Into the Solution

It is critical that key officials in the local governing body and local politicians understand your situation. **Educate your chief executive and council members or commissioners about your excess CDBG backlog and the consequences of failing to reduce it.** To get their attention, you may want the help of your HUD Field Office. If HUD has not already discussed CDBG program timeliness with key local officials, invite them to visit your community. You will probably get the help and cooperation you will need from local government agencies if your chief executive is on your side. Your council members or commissioners will be more likely to accept both the changes you may need to make to projects in their jurisdictions and the pressure you may need to place on some of their constituent agencies if they understand the urgency and possible consequences of your backlog problem.

Caveats About Certain Alternative Approaches

Even if you accurately identify problems that are producing the backlog in your program, it may not be possible to fix the problems quickly. You may be tempted to use float loans or lump sum drawdowns to reduce the backlog of funds in your line of credit. However, you should be aware of some critical issues (discussed in the paragraphs below) before proceeding to do so.

Float loans: A grantee may try to reduce its backlog by making one or more float loans. The term *float* is used because the source of funds is money the grantee has in its line of credit that is programmed for other uses, but which is not expected to be needed for some

Developing and Implementing a CDBG Workload Plan

time. You should review the regulations at 24 CFR §570.301(b). If you are considering a float loan, you first need to be sure the loan will be for an activity that meets CDBG requirements. Some activities that need funds quickly could be difficult to assess for eligibility and compliance with CDBG national objectives. Do not rush to fund such activities without making this assessment. You also need to ensure that any such loan will be repaid in time to fund the activities for which the funds were originally programmed. Most often, float loans provide construction financing or pay for property or land acquisition before permanent financing comes from another source. Loans for such purposes often require large amounts of funds for a relatively short period of time.

This short time period highlights a problem with float loans: using the repaid funds quickly enough to avoid creating yet another backlog problem. You must also take care to ensure that you carry out the steps set forth in the regulations at 24 CFR §570.301(b) when making float loans. These steps are designed to make sure citizens are properly notified about, and protected against, the risks of not receiving loan repayments in time to support the underlying projects that are to be undertaken by the repaid funds. To ensure that a float loan will be repaid on time, you should make sure the project has permanent financing. You may also need to obtain an irrevocable letter of credit in case one or more of the underlying projects needs funds before they can be repaid by the float loan recipient. Finally, you will need to deal with the citizen participation requirements for funding of a new activity.

You may be enticed to use float loans because the loan repayments are CDBG program income. Hence, they expand the base

used to determine your 15-percent cap for public services and 20-percent cap on planning and administration. Float loans can make more funds available for those uses. However, a one-time spike in the amount the grantee obligates for public services may create a high expectation for a level of funding that cannot be maintained in subsequent years and may be difficult to end.

Lump sum drawdown: A grantee may draw funds in advance to fund the rehabilitation of privately owned properties under 24 CFR §570.513 of the CDBG regulations. You should read these regulations carefully. While a lump sum drawdown might significantly decrease your funds backlog, there are other important factors you should carefully consider. According to §570.513, the funds must be deposited in a financial institution that will agree to provide certain benefits to your community in exchange for receiving the deposit. These benefits include the institution's performing administrative services for your community's rehabilitation program at no cost, or a substantially reduced cost, and paying interest on the deposit at a rate that meets minimum requirements. (The regulations provide more detail on the benefits you need to derive from the institution.) It may take a long time to find a willing financial institution and to negotiate an agreement that will meet these requirements. Moreover, this regulatory provision requires that the deposited funds, and interest paid thereon, be put to use within a short time. You must begin making use of the funds within 45 days after their deposit. Plus, a substantial amount of the funds must be used by 180 days after the account is established, and all funds in the account must be put to use by the end of 24 months. Thus,

Developing and Implementing a CDBG Workout Plan

lump-sum drawdowns would make sense for your rehabilitation programs only if:

- * You already have one or more successful rehabilitation loan programs and have the staff and program criteria already in place.
- * The amount of unspent funds programmed for rehabilitation, together with any additional funds you expect to program, would make a substantial contribution to the reduction of your CDBG funds backlog.
- * You are able to find a financial institution willing to participate and negotiate an agreement that meets the regulatory requirements within a reasonable time period.
- * You are likely to spend the funds that will be deposited, along with the interest to be paid on the deposit, for rehabilitation activities by the deadlines required in the regulations.

Preparing a Written Plan for Submittal to HUD

Once you have determined the course of action for reducing the funds backlog, you will need to prepare a written Workout Plan for HUD. The Workout Plan must at least contain the following elements for it to be approved by HUD.

Identification of the Main Causes of the Excess Backlog

HUD will need to conclude from your Workout Plan that (1) you have conducted a thorough review of your program, projects, and activities; (2) you have identified the main causes of your problem; and (3) you have chosen actions that will lead to sufficient improvements to get your program

back into compliance with program standards. In this section of your Workout Plan, summarize the nature and results of your assessment. Although the immediate task is to find ways to hasten program spending to meet timeliness requirements, your program may soon relapse if you do not pinpoint the reasons why the excess backlog developed.

Identification of Activities To Be Modified or Terminated

You may find you are able simply to speed up one or more existing activities by taking actions to spend the funds faster. If so, describe in this section of your Workout Plan any such activity, the actions you plan to take, and the results you expect. However, speeding up existing activities will not always reduce the entire backlog, and you will usually need to make substantial changes in some of your funded projects. You may find it necessary to terminate an activity (in whole or in part) or to modify it to free up funds that can be spent faster on another project. List the specific activities you intend to either modify or terminate. Describe all such activities, the actions you plan to take, and the amount of freed-up funds you expect to result from these actions that will be available for other uses.

Reprogramming Available Funds

Identify the activities for which you plan to use the funds you will have available from modified or terminated projects. Include also a description of how you will use unprogrammed funds from completed projects or from program income. These projects might include other, already funded activities that can use more funding and use the money quickly. You may also plan to carry out (a) one or more projects previously included in your action plan as backup projects or (b) new projects not previously identified in an

Developing and Implementing a CDBG Workout Plan

action plan. List these activities, the amount of the freed-up funds you expect to use on each, and the time within which you expect those funds to be expended. **Don't forget to include time for citizen participation, when necessary, to amend your action plan to add a new activity or materially change another.**

Other Planned Actions

Describe any other steps you plan to take to reduce the excess backlog within the time frame covered by the Workout Plan. This may include adding or reassigning staff, providing training or technical assistance to subgrantees, and securing the aid of your community's chief executive officer or legislative body. It may also include actions to reduce the time that elapses between expenditures and drawing of funds from the line of credit. List all such planned actions, state when you expect to take them, and explain the results you expect to achieve.

Longer Range Plans

If you have identified any program design weaknesses that you believe need to be corrected to help your community meet the timeliness standard, describe the corrections here. This section might include changes in overall management procedures, in your process for developing an action plan, or in the process you use for assessing projects and subrecipients for future funding decisions. State specifically the deficiency, your planned remedial actions, and how they will improve the likelihood the community will keep its CDBG program timely.

Milestone Schedule

Include or attach a schedule that lists all of the key actions that the community will take to pursue backlog reduction, and show the dates each action is expected to start and finish. This schedule should include the milestones you have identified for each activity that will use CDBG funds as part of your Workout Plan. (See the sample format provided at the end of this publication.)

Drawdown Projection

The Workout Plan should include a projection showing the amount of CDBG funds your community expects to draw down from its line of credit during the period covered by the Plan. The projection should identify the amount of expected draws, by month, for each activity that was delayed but is being retained, as well as those projects you have modified or added to help resolve your timeliness problem. It should also include expected draws for the balance of your program, showing the activities that make up that balance either individually or combined. (See the sample format provided at the end of this booklet.) The projection should also summarize the amount of expected draws for your entire program on a monthly basis, showing the effect they will have on your line-of-credit balance. At the bottom of the projection, show how the backlog reduction will affect your drawdown ratio. **Again, in making this projection, don't forget to take into consideration that program income will need to be used before funds can be drawn from your line of credit.**

Progress Reports

Determine the content and timing of the progress reports your community will provide to HUD over the period of time

Developing and Implementing a CDBG Workout Plan

covered by the Workout Plan. Identify how you plan to submit the reports (e.g., by mail, fax, e-mail, or other method), the frequency of the reports, and the dates on which you will submit them. The content of such reports should include at least:

- ✧ A comparison of actual results versus planned results in terms of both meeting your milestones and planned drawdowns from the line of credit.
- ✧ Other relevant actions taken during the period since the last report.
- ✧ Your assessment of the progress being achieved by the community in relation to expectations.
- ✧ Any special actions you plan to take to deal with any significant deviations from the Workout Plan.

See the attached sample formats for how you may show actual accomplishments against planned milestones and drawdowns.

Commitment

The letter transmitting your Workout Plan to HUD should describe the level of commitment your community will make to execute the Workout Plan. The transmittal letter should also describe the projected results and how they will reduce the excess backlog of CDBG funds. Having the letter signed by your chief executive will indicate that the community commits itself to meeting the objectives reflected in the Workout Plan.

HUD Approval

HUD will review the Workout Plan you submit to determine if it is realistic and if implementing it will likely bring your pro-

gram back within timeliness standards. It is important to submit the Workout Plan and progress reports in a timely manner. The plan should reflect realistic goals to show you are taking your backlog problem seriously and will deal with it effectively. You may want to determine if HUD staff will review your plan during its development and comment on any aspect that seems questionable. As part of this collaborative process, consider asking HUD for advice or technical assistance as part of your assessment of causes and remedies in the course of developing your Workout Plan. Do not formally submit the Workout Plan to HUD until you are convinced that there is a high likelihood that the Plan will be acceptable to HUD.

Implementing the Plan

In addition to its daily CDBG workload, your community must also make a concerted effort to implement the commitments made in the Workout Plan if the Plan is to succeed. Because time is of the essence, it is important to discover promptly any significant departure from the Workout Plan in order to allow for corrective action. Therefore, you should require special reports (at least once a month) to track the actions and results committed to in the Plan. You may need to ask subgrantees to provide additional information on a more frequent basis than their normal reporting regimen. You should communicate regularly with key staff members involved in your program to measure progress against the Workout Plan. The Plan should be an agenda item at every staff meeting. Report progress on the Workout Plan to your chief executive monthly.

If, at any time, it appears that progress is seriously lagging, and that the lack of progress is threatening the community's

Developing and implementing a CLASO Workout Plan

ability to achieve the overall goal of the Workout Plan, you will be expected to take immediate action to get the community back on track. In such an event, notify HUD immediately; don't wait until the next report deadline (unless that deadline is near). Tell HUD what you expect to do to overcome the problem and discuss whether it merits amending the Plan.

Sample Formats

Following this section, you will find two sample formats, which allow the grantee to use the same form for both the Plan itself and for reporting progress against the Plan. The first format identifies the milestones to be met for management actions and individual projects. The second details the projection of funds to be drawn down monthly during the reporting period and provides for a running calculation of the drawdown ratio. On both sheets, the shaded area is to be used for reporting actual results by month. HUD plans to make these formats available as downloadable forms available on its Web site.

In the hypothetical community provided here, you can see how Anytown, USA, found in noncompliance with the timeliness standard 60 days prior to the end of its program year, has analyzed its program and determined what to do to improve its timeliness. In this example, Anytown's drawdown ratio (ratio of grant-to-balance of funds) at the start of its new program year July 1, 2002, was 2.61 (includes FY 2002 grant). Anytown has decided that, for the long run, it must revise its overall program schedule to allow more time for staff to identify potential problems with individual projects and to take actions to keep funds moving. Anytown has also decided it needs to: (a) hire more

staff for monitoring its projects; (b) conduct program training for its current subrecipients; and (c) amend its reporting requirements to make information on expenditures and drawdowns more readily accessible. It also realizes that these management actions alone will not immediately result in improved timeliness and that it must take other actions relating to specific projects. The grantee sees its best chance for improving its drawdown rate within the next year in taking actions in three areas:

- * Expediting two of its capital improvement projects (rehabilitation of a library and construction of a neighborhood center).
- * Expanding and expediting one of its housing rehabilitation projects through better outreach efforts and improved staff efficiencies.
- * Replacing the subrecipient it had been using for one of its public services with a more experienced nonprofit agency.

Anytown expects that these actions will result in its program funds balance being well within the 1.5 standard by the end of the 10th month of its current program year (April 30, 2003).

The sample milestone schedule shown here identifies the key actions and dates that Anytown believes it needs to meet in order to undertake these changes, and reports progress against these targets. The accomplishment data in the shaded areas indicates, for example, that, 4 months into the Plan, some potentially serious slippages in meeting milestones have occurred that could result in the grantee failing to achieve its objective of having its fund balance meet the 1.5 standard. Delays in selecting a contractor for the

Developing and Implementing a CDBG Workout Plan

Rialto Library rehabilitation project and on-site preparation for the Westside Center are already resulting in a shortfall in its drawdown projections as shown on the Funds Drawn report. Therefore, Anytown must give careful attention to those areas of its Workout Plan and take aggressive remedial actions if it is to avoid a growing gap in meeting drawdown projections for the ensuing months.

Note: These samples are not intended to indicate the level of detail that a Workout Plan should contain, but rather to show how the material should be presented. In actual use, HUD would expect the Plan to contain much more detailed information than is shown here for these purposes. In reviewing these samples, you should also bear in mind that the information contained in these formats will constitute only a small part of a grantee's Workout Plan and progress reports. The essence of both the Plan and the monthly reports needs to be covered in accompanying narratives.

Developing and Implementing a CDBG Workout Plan

Preparation date: Nov. 5, 2002
Original plan date: July 1, 2002
Amended plan date:

CDBG Workout Plan

Milestone Schedule/Progress Report

Grantee: Anytown, USA
Contact person: Janet Jones
Telephone: (301) 555-1234

Project Name	Milestone	July 2002	Aug 2002	Sept 2002	Oct 2002	Nov 2002	Dec 2002	Jan 2003	Feb 2003	Mar 2003	Apr 2003
		Proj	Actual	Proj	Actual	Proj	Actual	Proj	Actual	Proj	Actual
Program Mgmt	Amend program schedule	Start by 7/3 Complete by 7/15	Completed 7/17								
	Hire two monitors	Advertise 7/10 Issued ads 7/10		Review applicants by 9/30 Completed 9/28	Select monitors by 10/25 Monitors selected 10/29						
	Train sub-recipients	Start by 7/15 Started 7/15		Complete by 9/15 Training completed 9/15							
	Amend reports	Start by 7/3 Complete 7/15	Completed 8/7								
Rehab Rialto Library	Issue RFP	Develop RFP 7/15 by 7/7									
	Select contractor			Select by 9/25	Selected 10/25						
	Rehab library				Start by 10/13						
	Install new shelves					Order by 11/2	Receive by 12/31	Complete 1/15	Install by 2/6		
Eastside Rehab Project	Train staff			Complete 9/25 Completed 9/25							
	Mail out brochures			Mail by 9/15	Mailed 10/1						
	Approve Loans					Begin loan process 11/15					
	Select new subrecipient	Select by 7/2	Selected 7/2								
Meals on Wheels	Train new subrecipient			Complete by 9/15 Completed 9/30							
	Begin service				Begin 10/5 Began meals 10/5						
	Site prep			Complete 9/6							
	Construct center				Start by 10/15 Started 10/30						Complete by 4/15

Developing and Implementing a CDBG Workout Plan

Grantee: Anytown, USA Contact person: Janet Jones Telephone: (301) 355-1234		Amount Budgeted of 6/30/02 \$(000)		Amount Drawn as of 7/01/02 \$(000)	Drawdown July 2002		Drawdown Aug 2002		Drawdown Sept 2002		Drawdown Oct 2002		Drawdown Nov 2002		Drawdown Dec 2002		Drawdown Jan 2003		Drawdown Feb 2003		Drawdown Mar 2003		Drawdown Apr 2003		Cumulative as of Prep. Date Proj. Actual	Undrawn Balance as of Prep. Date	
					Proj	Actual	Proj	Actual	Proj	Actual	Proj	Actual	Proj	Actual	Proj	Actual	Proj	Actual	Proj	Actual	Proj	Actual	Proj	Actual			
Activity Name/#		240	10	230	0	0	0	0	0	0	40	15	40	40	40	40	0	0	50	0	0	0	0	40	15	215	
Rialto Library																											
Eastside Rehab		655	115	540	20	25	20	18	20	21	30	25	30	40	40	40	40	40	40	40	40	40	40	90	89	451	
Meals on Wheels		200	0	200	0	0	15	14	15	15	15	15	20		20		15	15	15					45	44	156	
Westside Center		855	125	730	0	0	75	38	0	37	50	10	60	50	50	50	10	40	10					125	85	645	
Balance Public Services		495	240	255	15	13	20	21	20	20	20	19	25	20	20	20	15	5	10					75	73	182	
Balance Housing Rehab		850	395	455	50	55	50	53	30	29	20	21	30	20	20	20	20	40	20					150	158	297	
Balance Capital Projects		575	110	465	0	0	25	23	35	36	0	0	30		35	0	0	0						60	59	406	
Balance All Others		560	245	315	25	23	20	21	15	16	10	12	25		10		15	10	5					70	72	243	
Total		4,430	1,240	3,190	110	116	225	188	135	174	185	117	260	0	235	0	200	0	150	0	160	0	150	0	655	595	2,595


LOC Balance	3,190	2,855	2,886	2,720	2,712	2,535	2,595	2,275	2,040	1,840	1,530	1,380
Current Grant	1,222											
Ratio of Balance to Grant	2.61	2.52	2.34	2.36	2.23	2.22	2.07	2.12	1.67	1.51	1.25	1.13

This page is located on the U.S. Department of Housing and Urban Development's Homes and Communities Web site at <http://www.hud.gov/offices/cpd/communitydevelopment/library/timeltr.cfm>.



Timeliness Memorandum on Grant Reduction Policy

November 20, 2001

 Information by State

 Print version

Dear Chief Elected Official:

The purpose of this letter is to advise grantees participating in the Community Development Block Grant (CDBG) program of a new policy to reduce future grants when a grantee fails to meet the timely expenditure requirements of the program. As previously indicated in letters, at timeliness conferences, and in one-on-one discussions with grantees administering the CDBG program, the Department has made clear its high priority to reduce the number of entitlement grantees that exceed the regulatory standard for carrying out their program in a timely manner. Under the provisions of 24 CFR 570.902 of the CDBG regulations, a grantee is considered to be timely, if 60 days prior to the end of the grantee's program year, the balance in its line-of-credit does not exceed 1.5 times the annual grant. For currently timely grantees, and that is 85% of you, I congratulate you on your excellent record in providing CDBG funds effectively to principally benefit low- and moderate-income persons. Keep up the good work.

Related Information

▶ CDBG Timeliness Bulletin

The Department, working hand in hand with entitlement communities, has had substantial results over the past several years in reducing the number of grantees in non-compliance with the timeliness standard. Despite our considerable efforts, there is still a significant number of grantees that exceed that standard. In order to remedy this continuing problem, HUD has found it necessary to establish and make public its policy for dealing both with entitlement grantees that are currently in non-compliance with the 1.5 performance standard for timeliness and those that come into non-compliance in the future. HUD will no longer accept promised action, but needs to see actual performance.

HUD prefers fostering compliance over sanctions, but will take the necessary steps to institute grant reductions where necessary. Loss of a grant is a serious step, not one to be taken lightly by either the Department or the grantee. It is our intention by announcing this policy now, to put all grantees on notice that HUD is serious about reducing the backlog of unspent CDBG funds.

Currently Untimely Grantees

HUD will impose the following corrective actions that could reduce future grants over two program years for all currently untimely grantees.

Step 1:

HUD will partially reduce the next grant of any currently untimely grantee that

fails to reach the timeliness standard of 1.5 at their next 60 day test, starting with those grantees with program years beginning May 1, 2002. The grant will be reduced on a graduated basis, ranging from 15% to 30% of the amount in excess of 1.5 times the annual grant, depending on the amount of time between policy announcement and the program year start date, as indicated below. There are two possible exceptions to the reduction for:

- Any grantee drawing down funds at a rate that, if continued, would bring it into compliance by the following 60 day test, or
- Any grantee where HUD determines that untimeliness resulted from factors beyond the grantee's control.

The percentage of reduction by program year start date is as follows:

Program Year Start Date % Reduction Program Year Start Date % Reduction

May 1, 2002 15%	October 1, 2002 30%
June 1, 2002 18%	January 1, 2003 30%
July, 1, 2002 21%	February 1, 2003 30%
August 1, 2002 24%	March 1, 2003 30%
September 1, 2002 27%	April 1, 2003 30%

Step 2:

If, at the 60 day test the following year, a currently untimely grantee still does not meet the 1.5 standard, the next grant will be reduced by 100% of the amount in excess of 1.5 times the annual grant, except:

- Where HUD determines that untimeliness resulted from factors beyond the grantee's control.

The above policy applies to grantees that are currently untimely. This letter also establishes HUD policy for dealing with grantees that are currently in compliance with the timeliness standard, but become untimely (newly untimely grantees).

Newly Untimely Grantees

All newly untimely grantees (grantees with program years starting February 1, 2002 and later) have 12 months, to their next 60 day test, to reach 1.5. Failure to meet the 1.5 standard will cause HUD to reduce the next grant by 100% of the amount in excess of 1.5 with one exception for:

- Any grantee where HUD determines that the untimeliness resulted from factors beyond the grantee's control.

General Issues Related to Grant Reductions

Prior to a grant reduction, each grantee is entitled to an informal consultation as provided for in 24 CFR 570.911 of the CDBG regulations. At that time, grantees will have the opportunity to demonstrate how factors beyond their reasonable

control caused significant delays in program implementation and affected their timely performance. The burden on grantees will be to clearly demonstrate with compelling information that the circumstances were truly beyond their control. Grantees should not delay improving their drawdown ratio on the basis that they may meet this criteria, as HUD will not make these determinations until such time as the grantee has not met the standard and is subject to a grant reduction.

All grant reductions will be based on the dollar amount in excess of 1.5 times the annual grant. For example, if a grantee's annual grant is \$1 million and the 60 day ratio is 1.57, the maximum amount of the reduction is \$70,000 ($1.57 - 1.50 = .07 \times \$1 \text{ million} = \$70,000$). As indicated, there may be a pro-ration of that amount for currently untimely grantees.

Please note that any grant reduction will affect the amount of CDBG funds available for planning and administration. By law, no more than 20% of any grant may be used for these purposes. If there is a significant grant reduction or a reduction to zero of a new grant, there will be limited or zero CDBG funds to pay the grantee's administrative staff.

HUD field office staff is available to provide technical assistance to grantees and to assist with reformatting workout plans to conform to the current policy.

Each currently untimely grantee will shortly receive a letter from the HUD field office indicating specifically how this policy affects that individual grantee and what that grantee must do to improve performance sufficiently to avert a reduction.

Should you have general questions about this policy, please contact Nelson R. Bregón, Deputy Assistant Secretary for Grant Programs at (202) 708-1506. For information about how this policy specifically affects your community, please contact your local HUD field office.

Sincerely,

Roy A. Bernardi Assistant Secretary
Cc: Local CD Director

U.S. Department of Housing and Urban Development
451 7th Street, S.W., Washington, DC 20410
Telephone: (202) 708-1112 Find the address of a HUD office near you

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Please consider the following item for:
8-26-08

I. A. Request made by: Planning & Budget Office

Review and approve requests regarding grant proposals, applications, contracts, and permissions to continue, and take other appropriate actions:

- a) Approve grant contract with the Corporation for National and Community Service (through OneStar Foundation) for Health and Human Services and Veteran Services to continue the Americorps grant to support the activities of the Cooperative Extension's 4-H capital program.
- b) Approve grant contract with the Office of the Governor's Criminal Justice Division for Juvenile Probation to augment the existing Juvenile Assessment Center funding and provide juveniles with assessment services.
- c) Approve grant contract with the Supreme Court of Texas, Task Force on Foster Care for Civil Courts to provide legal representation for primary parents in pending child abuse and neglect cases in Travis County.
- d) Approve grant contract with the Supreme Court of Texas, Task Force on Foster Care for Civil Courts to establish a Child Public Defender's Office to provide legal representation to children in Child Protective Services.
- e) Approve grant contract amendment with the U.S. Fish and Wildlife Service through Texas Parks and Wildlife Department for Transportation and Natural Resources Department to acquire land with endangered species habitat for the Balcones Canyonlands Preserve (BCP).

Approved by: _____

Signature of Commissioner(s) or County Judge

- II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (Original and eight copies of agenda request and backup).
- B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request. Send a copy of this Agenda Request and backup to them:

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

- _____ Additional funding for any department or for any purpose
- _____ Transfer of existing funds within or between any line item budget
- _____ Grant

Human Resources Department (854-9165)

- _____ A change in your department's personnel (reclassifications, etc.)

Purchasing Office (854-9700)

- _____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

- _____ Contract, Agreement, Policy & Procedure

TRAVIS COUNTY

8/26/2008

GRANT APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE
FY 2008

The following list represents those actions required by the Commissioners Court for departments to apply for, accept, or continue to operate grant programs.
This regular agenda item contains this summary sheet, as well as backup material that is attached for clarification.

Dept	Grant Title	Grant Period	Grant Amount	County Match	Indirect Costs	FTEs	Notes	Page #
Contracts								
a	58 AmeriCorps	8/1/2008 - 7/31/2009	\$230,020	\$225,977		16	1	10
b	45 Juvenile Accountability Block Grant (JABG)-Local Funds- Juvenile Assessment Center Grant	8/1/2008 - 7/31/2009	\$80,889	\$8,988		1.5	1	65
c	22 Office of Parental Representation	10/2/1008 - 9/30/2009	\$300,000	\$456,968		8		94
d	22 Office of Child Representation	10/1/2008 - 9/30/2009	\$300,000	\$454,930		8		122
e	49 FY08 HCP Land Acquisition Assistance	8/26/2008 - 8/31/2011	\$5,250,000	\$1,750,000				133

Notes:

- 1 PBO recommends approval.
- 2 PBO does not recommend approval
- 3 Please see PBO recommendation for more information

FY 2008 Grants Summary Report

Outstanding Grant Applications

The following is a list of grants for which application has been made and notification of award has not yet been received.

Dept	Name of Grant	Grant Amount	County Match	Local Funds (Donation)	FTEs	Cm. Ct. Approval Date
24	Formula Grant - Indigent Defense Grants Program	\$ 424,700				10/2/2007
49	Hazard Mitigation Grant for DR-1709	\$588,307	\$196,102			11/6/2007
58	Emergency Food and Shelter program (EFSP) Phase 26	\$ 104,342				12/11/2007
59	Emergency Management Performance Grant	\$ 60,215	\$ 60,215			12/21/2007
49	CAPCOG FY08 Solid Waste Enforcement	\$ 31,356				1/2/2008
45	Juvenile Accountability Block Grant (JABG)-Discretionary Funds Drug Court/In-Home Family Services Grant	\$ 177,686	\$ 19,743		0.25	1/29/2008
45	Juvenile Accountability Block Grant (JABG)-Local Funds-Juvenile Assessment Center Grant	\$ 80,889	\$ 8,988		1.5	1/29/2008
45	Victims of Crime Act (VOCA)	\$ 24,906	\$ 6,227		0.5	1/29/2008
40	Supervised Visitation and Safe Exchange Grant	\$ 133,333				2/12/2008
19	Underage Drinking Prevention Program	\$ 177,976	\$ 107,282		3	2/12/2008
23	Project Safe Neighborhoods	\$ 2,500				2/12/2008
24	Drug Diversion Court	\$ 188,474			1	2/19/2008
22	Drug Court (State) Program	\$ 187,470			2	2/19/2008
19	Family Violence Accelerated Prosecution	\$ 90,000	\$48,462		2	2/26/2008

37	TXDOT Selective Traffic Enforcement Program - FY 2009 STEP Wave	\$	19,997	\$3,816		3/4/2008
49	Commute Solutions Innovative Grant - Rideshare Incentives			\$4,500		3/4/2008
49	Commute Solutions Innovative Grant - Rideshare Website Portal			\$4,500		3/4/2008
45	Juvenile Justice and Delinquency Prevention (JJDP)-Intensive In-Home Family Services Grant	\$	28,000			3/11/2008
45	Juvenile Drug Court Grant	\$	400,000		3	3/11/2008
58	Parenting in Recovery Project	\$	489,937	\$91,203	1	3/25/2008
47	2007 Law Enforcement Terrorism Planning Program Grant	\$	106,905			3/25/2008
49	Milton Reimers Ranch Park - TPWD Urban Outdoor Recreation Grant	\$	1,000,000	\$950,000		4/1/2008
45	Access and Visitation	\$	27,527	\$2,770		4/1/2008
47	Emergency Management Performance Grant	\$	60,215	\$60,215		4/1/2008
37	SCATTF - Sheriff's Combined Auto Theft Task Force	\$	655,094	\$315,608	12	4/15/2008
58	AmeriCorps	\$	230,020	\$230,886	15	4/15/2008
20	Help America Vote Act Making Polling Places Accessible	\$	7,500			4/15/2008
20	Help America Vote Act Provide the Same Opportunity for Access and Participation to Individuals with Disabilities	\$	2,000			4/15/2008
20	Help America Vote Act Grant Texas Election Administration Management "TEAM" Compatibility Grant Award Agreement	\$	15,000			4/15/2008

37	State Criminal Alien Assistance Program - SCAAP 08	\$ 49,894,309			4/29/2008
45	Mental Health Court Expansion- Collaborative Opportunities for Positive Experiences (COPE)	\$ 200,000	\$50,434	1.5	4/29/2008
49	TCEQ LIRAP Local Initiative Projects	\$ 373,217	\$373,217		5/6/2008
58	2008 Phase XXVI Emergency Food and Shelter Program #08104	\$ 101,533			5/6/2008
58	SVCI (Seniors and Volunteers for Childhood Immunization)			\$4,000 0.25	5/6/2008
58	RSVP	\$ 61,281		0.5	5/6/2008
45	Residential Substance Abuse Treatment	\$ 109,356	\$36,452	2	5/13/2008
22	Office of Parental Representation	\$ 150,000	\$53,446	3	5/13/2008
22	Office of Child Representation	\$ 150,000	\$53,446	3	5/13/2008
37	Target - Law Enforcement Grant			\$2,000	6/10/2008
49	Del Valle Composting Grant FY09 Regional Solid Waste Grants Program	\$ 28,653			6/10/2008
17	A Cultural Resources Survey of Rural Properties in Northeast Travis County	\$ 5,000	\$5,000		6/17/2008
45	Strengthening Youth Mentoring Through Community Partnerships	\$500,000		1	6/17/2008
37	COPS FY 2008 Technology Program - Firing Range Phase II	\$350,738			6/24/2008
23	Project Safe Neighborhoods	\$117,582		1	7/1/2008
37	2008 Byrne Justice Assistance Grant (JAG)	\$70,002			7/1/2008
58	RSVP	\$61,281		0.05	8/12/2008
Total Outstanding		\$ 57,487,301	\$ 2,673,512	\$65,000 48.30	

FY 2008 Grants Approved by Commissioners Court

The following is a list of grants that have been received by Travis County since October 1, 2007

Last updated 8-22-08 at 9:30am

Dept	Name of Grant	Grant Amount	County Match	Local Funds (Donation)	Indirect Costs	FTEs	Approval Date	Cm. Ct.
58	AmeriCorps	\$ 230,020	\$223,358			16	10/2/2007	
37	2007 Byrne Justice Assistance Grant (JAG)	\$ 203,846					10/9/2007	
55	Travis County Mental Health Public Defenders Office	\$ 500,000	\$125,000			8	10/16/2007	
49	FY 07 HCP Land Acquisition Assistance	\$ 5,742,500	\$1,914,167				10/16/2007	
19	Family Violence Accelerated Prosecution Program	\$ 90,837	\$63,260			2	11/13/2007	
23	Project Safe Neighborhoods	\$ 95,000				1	11/13/2007	
24	Drug Diversion Court	\$ 160,041				1	11/13/2007	
45	Juvenile Assessment Center [Juvenile Accountability Block Grant (JABG)-Local Funds]	\$ 80,943	\$8,994			1	11/20/2007	
45	Drug Court/In-Home Family Services Grant [Juvenile Accountability Block Grant (JABG)-Discretionary Funds]	\$ 117,500	\$13,056				11/20/2007	
45	Juvenile Justice and Delinquency Prevention (JJDP)-Intensive In-Home Family Services Grant	\$ 41,818					11/20/2007	
22	Drug Court (State) Program	\$ 100,000				1	11/20/2007	
37	2007 State Criminal Alien Assistance Program (SCAAP)	\$1,224,221					12/4/2007	
58	DOE Weatherization Assistance Program Amendment 1	\$145,942					12/11/2007	
58	LJHEAP Weatherization Assistance program	\$201,192			\$ 14,837		1/2/2008	
24	Formula Grant-Indigent Defense Grants Program	\$427,700					1/15/2008	
45	Residential Substance Abuse Treatment	\$109,356	\$36,452			2	1/29/2008	
58	Parenting in Recovery Project	\$500,000	\$88,000			1	1/29/2008	
45	Court Order Parent Education Project (COPE)	\$41,800				0.5	2/19/2008	

45	Access and Visitation	\$56,958	\$5,696		
49	Travis Co. East Metropolitan Park, TPWD Project #50-00338-Amendment	\$500,000	\$500,000		2/26/2008
49	Northridge Acres Non-Border Colonia Fund Application Non-Border Colonia Fund, Texas Community Development Program, Office of Rural Community Affairs	\$250,000	\$139,980		3/4/2008
58	SVCI (Seniors and Volunteers for Childhood Immunization)	\$8,424		0.25	4/8/2008
17	Manor Historic Resources Survey	\$6,000	\$3,000		4/8/2008
45	National School Lunch Program/School Breakfast Program	\$240,000			4/15/2008
45	Global Youth Services Day Mini Grant	\$400			4/15/2008
58	Retired and Seniors Volunteer Program (RSVP)	\$23,800	\$23,800		4/22/2008
45	USDA School Commodities Program	\$11,665			5/20/2008
12	SAVNS Statewide Automated Victim Notification Service	\$25,817			5/20/2008
49	Hazard Mitigation Grant - Thoroughbred Farms Buyout, DR-1697-007 (original was to DR-1709)	\$588,307	\$196,102		6/10/2008
59	2006 Law Enforcement Terrorism Planning Program Grant	\$20,000			6/10/2008
58	LIHEAP Weatherization Assistance Program	\$175,646			6/24/2008
58	DOE Weatherization Assistance Program	\$132,808			6/24/2008
58	Oncor Project				7/15/2008
37	SCATTF - Sheriff's Combined Auto Theft Task Force	\$591,236	\$303,856	12	7/15/2008
23	Title IV-E	\$1,572,446			8/5/2008
55	Travis County Mental Health Public Defenders Office	\$375,000	\$250,000	8	8/12/2008
55	Offender Workforce Development Specialist Training Program	\$25,000			8/12/2008
58	Title IV-E Child Welfare Services	\$78,709			8/12/2008
45	Access and Visitation	\$52,248	\$5,540		8/12/2008

22	Drug Court (State) Program	\$84,420	8/12/2008
58	Comprehensive Energy Assistance Program	\$725,014	8/19/2008
		<u>\$15,556,614</u>	
		\$3,400,261	
		\$536,896	
		\$ 14,837	53.75

Last updated 8-22-08 at 9:30am

FY 2008 Grants Summary Report

Amended Grant Applications

Dept	Name of Grant	Original Grant Amount	Amendment Amount	Total Revised	Total FTEs Associated	Cm. Ct. Approval Date
* 58	2007 Comprehensive Energy Assistance Program (CEAP)	\$ 1,145,321	\$17,672			10/2/2007
23	Project Safe Neighborhoods (Grant Number 07 - 02148)	\$ 74,251	\$20,000		1	2/5/2008
49	TCEQ LIRAP Grant Contract Amendment 3		\$ 2,088,021			5/6/2008
Total Outstanding		\$ 1,219,572	\$ 2,125,693	\$ -	1.00	

* Original Grant Column shows Beginning FY'08 Amount

FY 2008 Grants Summary Report

Permission to Continue

Dept	Name of Grant	Original Grant		Original County Match		Continuation Amount		Total FTEs	Cm. Ct. Original Approval Date		Cm. Ct. Approval Date for Continuation	
		Amount		Amount		Total			Date		Date	
45	Juvenile Accountability Block Grant (JABG)-Local Funds-Juvenile Assessment Center Grant	\$ 80,943	\$	8,994				1			6/24/2008	
22	Drug Court Program		\$			84,420		1			8/19/2008	
Total Outstanding		\$ 80,943	\$	8,994	\$	84,420	\$	2.00				

GRANT SUMMARY SHEET

Check One:	Application Approval: <input type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input checked="" type="checkbox"/>	Status Report: <input type="checkbox"/>

Department/Division:	Travis County Health and Human Services and Veteran Services
Contact Person:	John C. Bradshaw
Title:	Contract Specialist
Phone Number:	854-4277

Grant Title:	AmeriCorps		
Grant Period:	From:	8/1/2008	To: 7/31/2009
Grantor:	Corporation for National and Community Service (through OneStar Foundation)		

Check One:	New: <input type="checkbox"/>	Continuation: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	One-Time Award: <input type="checkbox"/>	Ongoing Award: <input checked="" type="checkbox"/>	
Type of Payment:	Advance: <input type="checkbox"/>	Reimbursement: <input checked="" type="checkbox"/>	

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	County Match	In-Kind	TOTAL
Personnel:	230,020*			134,280		364,300
Operating:				50,243		50,243
Capital Equipment:						0
Indirect Costs:				41,454		41,454
Total:	230,020	0	0	225,977	0	455,997
FTEs:	16.00					16.00

* This is the amount of grant funds going to Travis County. The OneStar Foundation receives an administrative fee of \$2,415. Therefore, the actual amount on the grant contract is \$232,435.

Performance Measures Applicable Depart. Measures	Projected FY 08 Measure	Progress To Date:				Projected FY 09 Measure
		12/31/07	3/31/08	6/30/08	9/30/08	
Educational Program Participants	77,000**					77,000
Measures For Grant***						
AmeriCorps member service hours	27,800		19,297			28,020
Students enrolled in after- school programs	730		1,074			1,200
AmeriCorps members successfully completing national service training	19		22			22

** This measure is reported annually.

*** These measures are reported every six months.

Auditor's Office Contract Approval: ☒

Staff Initials: _____

Auditor's Office Comments:

EH

PBO Recommendation:

HHS is requesting Commissioners Court approval of a grant contract to continue the Americorps grant program for the period of August 1, 2008 to July 31, 2009. The contract will provide \$230,020 in grant funds for Americorps members to support the activities of the Cooperative Extension's 4-H capital program. The grant does require a grant match, which is met through the allocation of staff and resources already budgeted within HHS &VS.

PBO recommends approval of the contract to continue the existing program.

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

Travis County 4-H CAPITAL will use the AmeriCorps members to expand its after-school programs.

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

There are no county funding requirements once the grant ends. There is a cash and in-kind match required while the grant is in progress.

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

The grant requires a cash and in-kind match totaling \$225,977. This will be provided through a combination of money already budgeted for 4-H CAPITAL as well as contributions of office space and supplies by 4-H CAPITAL.

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

The grant allows for a 4% indirect cost allocation for the county and 1% (\$2,415) for the OneStar Foundation. The county is not claiming its 4% allocation because this would raise the cost per FTE above the maximum allowable amount set by the OneStar Foundation.

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

Travis County 4-H CAPITAL currently provides after-school programs. It will continue to offer these programs once the grant ends but not at as many locations.

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

AmeriCorps members provide much needed staff to increase the number of after-school programs in Travis County.

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

The grant will allow 4-H CAPITAL to increase the number of sites where it offers after-school programs without increasing General Fund expenditures. This will increase the departmental performance measure for educational program participants.



**TRAVIS COUNTY HEALTH and HUMAN SERVICES
and VETERANS SERVICE
100 North I.H. 35
P. O. Box 1748
Austin, Texas 78767**

**Sherri E. Fleming
Executive Manager
(512) 854-4100
Fax (512) 854-4115**

DATE: August 8, 2008
TO: Members of the Commissioners Court
FROM: *Sherri E. Fleming*
Sherri E. Fleming, Executive Manager
Travis County Health and Human Services and Veterans Service
SUBJECT: FY'09 AmeriCorps grant

Proposed Motion:

Consider and take appropriate action to approve a \$232,435 grant from the Corporation for National and Community Service to fund the FY'09 Travis County CAPITAL AmeriCorps Project.

Summary and Staff Recommendations:

The grant will fund 10 full-time and 12 part-time AmeriCorps members who will provide more than 110 after-school enrichment programs each week during the school year at 14 schools as well as helping to staff summer camps. The programs focus on Science and Technology, Environmental Education, Outdoor Education, and Life Skills. Three current Travis County staff will provide program coordination and support for the day-to-day activities of the AmeriCorps members.

TCHHSVS staff recommends approving this grant.

Budgetary and Fiscal Impact:

The grant requires a combination of cash and in-kind matches totaling \$225,977. These matches will come from 4-H CAPITAL, the Texas AgriLife Extension Service, and TCHHSVS. The grant is revenue neutral. It will not increase the General Fund budget.

Issues and Opportunities:

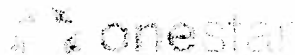
Studies show that students who participate in after-school programs have fewer behavior problems, handle conflict better, show improved social skills and enhanced academic performance. AmeriCorps members provide much needed staff to increase the number of after-school programs in Travis County as well as enhance existing programs. Travis County 4-H CAPITAL programs differ from more traditional programs by offering hands-on activities that reinforce key concepts in the curriculum.

The Travis County CAPITAL AmeriCorps Project has been in operation for five years. It has served more than 5,000 youth to date.

Background:

Travis County 4-H CAPITAL is a non-profit organization affiliated with the Texas AgriLife Extension Service. The Extension Service provides a variety of educational programs for county youth and adults.

Cc: Robert Richter, Director, Texas AgriLife Extension Service
Lillianne Goeders, Extension Agent, 4-H CAPITAL
Susan A. Spataro, CPA, CMA, Travis County Auditor
Jose Palacios, Chief Assistant County Auditor
Ellen Heath, Financial Analyst, Travis County Auditor's Office
Mary Etta Gerhardt, Assistant County Attorney
Rodney Rhoades, Executive Manager, Planning and Budget Office
Travis Gatlin, Analyst, Planning and Budget Office
Cyd Grimes, C.P.M., Travis County Purchasing Agent
Rebecca Gardner, Assistant Purchasing Agent, Travis County Purchasing Office



Notice of Grant Award

AmeriCorps*Texas

OneStar National Service Commission, Inc.
816 Congress Avenue, Suite 900
Austin, TX 78701

Sub-Grantee Information

Program Contact Information
Travis County CAPITAL AmeriCorps Project
1600-B Smith Road
Austin, TX 78721
Lillianne Goeders
(512) 854-9609 / l-goeders@tamu.edu

Legal Applicant Contact Information *Travis County through*
Travis County Department of Human Services
P.O. Box 1748
Austin, TX 78767-1748
Samuel T. Biscoe
EIN: 746 000192

Award Information

CFDA No.	94.006	Project Period	8/1/2006-7/31/2009
Award No.	11.0609.015-3	Budget Period	8/1/2008-7/31/2009

Award Description

This award provides funds authorized by the Corporation for National and Community Service ("Grantor") that are passed through to OneStar National Service Commission ("Grantee") for carrying out AmeriCorps programs. The purpose of this award is to assist the Sub-Grantee in providing innovative program activities enable and authorized by the Grantor and Grantee under the National and Community Service Act of 1990, as amended (42 U.S.C. SS12501 et seq.).

Funding Information

Project Funding	Corporation Share	Grantee Share	Member Detail Budget Period (year1)	Stipend	Non-Stipend
Funding for Budget Period (year 1)	\$232,435.00	\$211,826.00	Full Time	10	
Funding for Budget Period (year 2)	\$232,435.00	\$223,358.00	Half Time	12	
Funding for Budget Period (year 3)	\$232,435.00	\$225,977.00	Reduced Half Time		
			Quarter Time		
			Minimum Time		
			Two Year Half Time		
			Total Number of Member Slots	22	-
			Cost per MSY	\$14,527.19	
			Total Member Service Years	16	
Funding for Project Period to Date	\$697,305.00	\$661,161.00			

Terms of Acceptance

General Terms: By accepting funds under this grant, the Sub-Grantee agrees to comply Notice of Grant Award, Terms and Conditions, Attachment A: Certifications and Assurances, Attachment B: Reporting Requirements and Deadlines, and Attachment C: AmeriCorps*Texas Provisions. The Sub-Grantee agrees to administer the funded Program in accordance with the approved Grant application and budget, supporting documents and other representations made in support of the approved Grant application.

Special Terms: This Budget Period is for year three (3) of a three (3) year Grant Period. In addition, Attachment D: Grant Management Deliverables must be met in accordance with the terms outlined in the attachment.

Acceptance: Initial indicating acceptance of additional documents

- ☐ Grant Terms and Conditions
- ☐ Attachment A: Certifications and Assurances
- ☐ Attachment B: Reporting Requirements and Deadlines
- ☐ Attachment C: AmeriCorps*Texas Provisions
- ☐ Attachment D: Grant Negotiations and Grant Management Deliverables

Signature Authority

Grantee: OneStar National Service Commission

Sub-Grantee: Travis County CAPITAL AmeriCorps Project

Susan Weddington
President and CEO

Date

BY: *Samuel T. Biscoe*
Travis County Judge

Date



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ATTACHMENT A: CERTIFICATIONS AND ASSURANCES

Overview:	Sub-Grantee Certifications and Assurances	A1
Attachment A1:	Agreement of Assurances and Certifications	A2
Attachment A2:	AmeriCorps*Texas Certification	A6
Attachment A3:	Contract/Amendment Language Change Certification	A8

ATTACHMENT B: REPORTING REQUIREMENTS AND DEADLINES

Attachment B1:	Reporting and Event Requirements	B1
Attachment B2:	Schedule of Reporting and Events	B2

ATTACHMENT C: AMERICORPS*TEXAS PROVISIONS

Overview:	Attachment Contents	C1
Attachment C1:	Special Provisions	C2
Attachment C2:	General Provisions	C12
Attachment C3:	Grant Program Civil Rights Policy	C18

ATTACHMENT D: GRANT NEGOTIATIONS AND GRANT MANAGEMENT DELIVERABLES



GRANT AWARD Terms and Conditions

SECTION 1: Definitions

- 1.1 **Application for Funding** means the final application approved by the Commission at the time of the Grant Award.
- 1.2 **Grant** and **Grant Award** means the Notice of Grant Award, the Grant Award Terms and Conditions, all attachments contained herein and all subsequent amendments.
- 1.3 **Contract oversight activities** include compliance monitoring, periodic evaluations, reimbursement request reviews, audits, or any other routine, periodic, or ad hoc contract management interactions between the Commission and the Sub-Grantee. This definition also includes interactions between the Sub-Grantee and an entity designated by the Commission for this purpose.
- 1.4 **Commission** means OneStar National Service Commission, Inc. (also known as the Grantee); the Commission is authorized to administer the State's national service plan and AmeriCorps grant programs and to perform such other duties prescribed by law. The Commission may be accessed at <http://www.onestarfoundation.org/site/PageServer>
- 1.5 **Corporation** means the Corporation for National and Community Service. The Corporation may be accessed at <http://www.cns.gov/>
- 1.6 **Commission policies** means any rule, directive, procedure, or other written requirement that are sufficiently binding on the Sub-Grantee to put the Sub-Grantee at risk of sanctions, penalties, or other negative actions for failure to adhere to them.
- 1.7 **Corporation policies** means any rule, directive, procedure, or other written requirement that are sufficiently binding on the Commission to put the Commission at risk of sanctions, penalties, or other negative actions for failure to adhere to them.
- 1.8 **eGrants** is the Corporation for National and Community Service's web-based system for submission and tracking grant applications and concept papers; on-line grant application peer review; negotiating and awarding grants and cooperative agreements; managing grants and cooperative agreements including processing amendments and continuations; and financial status and progress reporting. eGrants may be accessed at <http://www.americorps.org/egrants/index.asp>
- 1.9 **Member** is an individual who is enrolled in an approved national service position; is a U.S. citizen, U.S. national or lawful permanent resident alien of the United States.
- 1.10 **Performance Measures** are indicators intended to help a Sub-Grantee measure the impact of an AmeriCorps program's activities on community beneficiaries and participants. Performance measures are based on outputs and outcomes.
- 1.11 **Sub-Grantee** for the purposes of this agreement means the recipient of this Grant, funded by the Commission. The Commission is responsible for insuring its Sub-Grantees or other organizations carrying out activities under this award comply with these terms and conditions, including regulations and OMB circulars incorporated by reference. The Commission and its Sub-Grantees are legally accountable to the Corporation for the use of Grant funds and are bound by the provisions of the Grant.
- 1.12 **Program** means a National Service Program, described in the Act (42 U.S.C, 12572 (a)), carried out by the Sub-Grantee through funds awarded by the Commission and carried out in accordance with federal requirements and the Provisions of this Grant.
- 1.13 **Program Sub-Grantee** refers to an organization receiving AmeriCorps grant funds from a Sub-Grantee.



GRANT AWARD Terms and Conditions

SECTION 2: Legal Authority

- 2.1 Sub-Grantee agrees this Grant is authorized by and subject to the National and Community Service Act of 1990 (Act) as amended, codified as 42 U.S.C. 12501 et seq., and 45 C.F.R. 2510 et seq. Sub-Grantees shall comply with the requirements of the Act and its implementing regulations.
 - 2.1.1 Implementing regulations found in the Code of Federal Regulations (CFR) 2500 through 2528. Specific information on AmeriCorps rules and regulations is found in 45 CFR parts 2510, 2520, and 2521.
 - 2.1.2 The Commission, by Executive Order RP-30 of the Governor of the State of Texas, is responsible for administering AmeriCorps, a community service program under the Act.
 - 2.1.3 The National Service Trust is the account established in the U.S. Department of the Treasury under the Act for the purpose of holding and making payments of education awards and other education benefits to AmeriCorps members.
 - 2.1.4 The AmeriCorps Provisions are binding on the Sub-Grantee. By accepting funds under this Grant, the Sub-Grantee agrees to comply with the AmeriCorps Provisions and all applicable federal statutes, regulations, guidelines, policies, policy FAQs and any amendments thereto. The Sub-Grantee agrees to operate the funded Program in accordance with the approved Grant application and budget, supporting documents, and other representations made in support of the approved Grant application. The Sub-Grantee agrees to include in all sub-grants the applicable terms and conditions contained in this award, including all certifications and assurances.
 - 2.1.5 For the purposes of the Grant Award, AmeriCorps refers to AmeriCorps*State and AmeriCorps*Education Award Programs.
 - 2.1.6 All applicable Provisions of the Grant including statute regulations and OMB circulars that are incorporated by reference to this agreement shall apply to any Sub-Grantee, Program Sub-grantee, or other organization carrying out activities under this award, including all certifications and assurances.
- 2.2 The Sub-Grantee shall comply with the cost principles set forth in Office of Management and Budget (OMB) Circulars (as applicable), and these (OMB) Circulars are incorporated by reference as part of this agreement.
 - 2.2.1 OMB A-21, Cost Principles for Educational Institutions
 - 2.2.2 OMB A-87, Cost Principles for State, Local, and Indian Tribal Governments
 - 2.2.3 OMB A-122, Cost Principles for Nonprofit Organizations
- 2.3 The Sub-Grantee shall comply with the uniform administrative requirements set forth in OMB Circulars (as applicable), and these (OMB) Circulars are incorporated by reference as part of this agreement.
 - 2.3.1 OMB A-102, Grants and Cooperative Agreements with State and Local Governments
 - 2.3.2 OMB A-110, Uniform Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations
- 2.4 The Sub-Grantee shall comply with the uniform administrative requirements set forth in OMB Circulars (as applicable), and this (OMB) Circular incorporated by reference as part of this agreement.
 - 2.4.1 OMB A-133, Audits of States, Local Governments, and Nonprofit Organizations



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- 2.4.2 See also Section 11 of this grant award, for additional information.
- 2.5 The Sub-Grantee agrees to provide services to the Commission as specified in the final Commission approved Application for Funding (including amendments). The Sub-Grantee shall provide such services in compliance with all applicable Federal and State laws, regulations, and rules, and all Commission policies and procedures or guidance manuals incorporated herein by specific reference, and these terms and conditions
- 2.6 The Sub-Grantee represents and guarantees that it possesses the legal authority to enter into, to receive the funds authorized by, and to perform the services the Sub-Grantee has obligated itself to perform, under this Grant Award.

SECTION 3: General Provisions

- 3.1 To the extent allowed by the Constitution and the laws of the State of Texas, the Sub-Grantee agrees to indemnify, defend, and save harmless the Commission, its officers, agents, contractors, and employees:
- 3.1.1 from any and all claims and losses occurring or resulting to any and all subcontractors, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Grant Award, and
 - 3.1.2 from any and all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the Sub-Grantee in the performance of this Grant Award.
- 3.2 All powers not explicitly vested in the Sub-Grantee by this Grant Award remain with the Commission.
- 3.3 The Sub-Grantee shall notify the Commission within ten (10) working days of the occurrence of any change in the Sub-Grantee's key personnel assigned to the grant project, significant changes affecting the Sub-Grantee's identity (such as name, governing structure or organization ownership or control, name change, governing board membership), any voluntary or involuntary actions in bankruptcy, or any Criminal or civil allegations or actions by or against the Sub-Grantee.
- 3.4 If any part of this Grant Award shall be held unenforceable, the rest of the Grant Award will nevertheless remain in full force and effect.
- 3.5 Failure to enforce any provision of the Grant Award does not constitute a waiver of that provision, or any other provision, of the Grant Award.

SECTION 4: Grant Award Cycle

- 4.1 This Grant Award by the Commission is defined as a one, two or three year project period. For greater than one year project periods, separate grants will be awarded for each year of the two or three year project period. Sub-Grantees desiring to continue beyond the one, two, or three-year project period shall submit a proposal in a new grant competition held by the Commission.
- 4.2 In the event of a multiple year grant award, the Commission reserves the right to not award grants in subsequent years of this grant cycle.

SECTION 5: Oral and Written Agreements

- 5.1 All oral or written agreements between the parties relating to the subject matter of this Grant Award that



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were made prior to the execution of this Grant Award have been reduced to writing and are contained herein.

SECTION 6: Changes and Amendments

- 6.1 Any alterations, additions, or deletions to the terms of this Grant Award which are required by changes in federal or state law or by regulation are automatically incorporated into this Grant Award without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- 6.2 Except as specifically provided by subsection 6.1 of this Grant Award, this Grant Award is the entire agreement between the parties. Any changes, deletions, extensions, or amendments to this Grant Award shall be in writing and signed by both parties or in another form approved by the Commission. Any other attempted changes, including oral modifications, written notices that have not been executed by both parties or in another form approved by the Commission, or other modifications of any type, shall be invalid.

SECTION 7: Program Sub-Grants

- 7.1 Except as specifically authorized by the Commission in writing, in selecting Program Sub-Grantees hereunder the Sub-Grantee shall utilize procurement procedures referenced in OMB Circular A-102 or A-110 (as applicable).
- 7.2 The Sub-Grantee, in sub-granting any of the performances hereunder, expressly understands that in entering into such sub-grants, the Commission is in no way liable to Program Sub-Grantees.
- 7.3 The Sub-Grantee shall ensure that the performances rendered under all sub-grants are rendered so as to comply with all the terms and provisions of this Grant Award as if the performances rendered were rendered by the Sub-Grantee.
- 7.4 Should the Sub-Grantee enter into a subsequent sub-grant, the Sub-Grantee shall:
 - 7.4.1 Remain liable for the performance of the terms, conditions, and attachments of this Grant Award.
 - 7.4.2 Ensure that Program Sub-Grantees comply with the requirements set forth under 42 U.S.C. 9901 et seq., as amended
 - 7.4.3 Provide to the Commission, within thirty (30) days of contract execution, the Program Sub-Grantee's name, address, telephone number, contact person, contract amount, and program description of each sub-grant to this Grant Award.
 - 7.4.4 Require that Program Sub-Grantees make all documents, papers, and records relevant to the work performed available to the Commission and/or Federal Granting Agency or their duly authorized representative for examination, copying, or mechanical reproduction on or off the premises of the subcontractor in accordance with Section 15.
 - 7.4.5 Require each of its Program Sub-Grantees to be subject to the examination and audit of the Commission or its duly authorized agents and shall retain all financial records, supporting documents, statistical records, evaluation data, program performance data, member information and personnel records for a period of three (3) years after:



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- 7.4.5.1 The submission of the Program Sub-Grantees final expenditure report for the Program as required in subsection 16.3 of this Grant Award; and
- 7.4.5.2 The resolution of any litigation, claim, negotiation, audit or other action involving those records, if such resolution is after the submission of the Program Sub-Grantee's final expenditure report for the Program.
- 7.4.6 Notify the Commission in writing within thirty (30) days if any Program Sub-Grantee under this award is suspended or terminated. Additionally, in such notice, the Sub-Grantees shall identify how the suspension or termination will impact the Sub-Grantee's budget and scope of work.
- 7.4.7 Provide written notice to each Program Sub-Grantee within seven (7) days from the date the grant award is terminated or the date the Commission suspends this Grant Award.
- 7.4.8 Request of each Program Sub-Grantee, the certifications required in **Attachment A: Certifications and Assurances.**

SECTION 8: Prevention of Fraud

- 8.1 The Sub-Grantee shall report to the Commission any knowledge of suspected fraud, possible unallowable or illegal expenditures, unlawful activity, and violations of law or Commission rules, policies and procedures, no later than five (5) working days from the date of discovery of any such act.
- 8.2 Except as required by law or court order, the parties to this Grant Award shall insure the confidentiality of all reports or suspected fraud and program abuse. No party to this agreement shall retaliate against any person for filing a report.
- 8.3 See also subsection 11.2 of this Grant Award for additional information.

SECTION 9: Prevention of Conflicting Interests

- 9.1 The Sub-Grantee will ensure that no person shall participate in any decision relating to this Grant Award which affects his/her personal pecuniary interest, including, but not limited to:
 - 9.1.1 Employees of the Sub-Grantee or the Program Sub-Grantee,
 - 9.1.2 members of the Sub-Grantee's or Program Sub-Grantee's governing body, or
 - 9.1.3 persons who exercise any function or responsibility in the review or approval of the undertaking or carrying out of this Grant Award.
- 9.2 The Sub-Grantee shall maintain on file and make available for inspection, as stated in subsection 15.4 of this Grant Award, a written statement of each Sub-Grantee that includes the name of employees and governing body members who have a conflict of and discloses any interest, fact or circumstance that describes the conflict of interest. Such conflict of interest disclosure statement shall be updated as circumstances require.



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SECTION 10: Technical Assistance

- 10.1 The Commission will provide technical assistance to the Sub-Grantee in correcting the deficiencies noted during monitoring, evaluations, the reimbursement process or the normal course of business. The Commission may conduct follow-up visits to review the previous deficiencies and to assess the efforts made to correct them.
- 10.2 The Commission will provide a variety of training and technical assistance. Trainings and technical assistance may be optional or mandatory as deemed by the Commission.
- 10.3 The Sub-Grantee shall attend such trainings designated as mandatory. When trainings and/or technical assistance are deemed mandatory, attendance is measured and becomes part of the Sub-Grantee's performance record.
- 10.4 The Commission may provide technical assistance or training to the Sub-Grantee in addressing any performance issues, financial requirements, reporting deficiencies, or other operational concerns that are documented or observed through contract oversight activities. The Commission may conduct follow-up visits or perform other monitoring activities to assess the extent to which the technical assistance and/or training has achieved its objectives.
- 10.5 The Commission's approach to technical assistance or training will be directly related to the operational factors that gave rise to the need for Commission intervention or involvement. At the discretion of the Commission, technical assistance and/or training may result in additional requirements that are binding on the Sub-Grantee through a corrective action plan as described in Section 14 or operational improvement plan as described in this section.
- 10.6 The Commission and the Sub-Grantee agree that opportunities for improvements in operational efficiency, financial accountability, member experience, program outcomes, or other relevant qualitative factors shall be systematically pursued and implemented. When an opportunity is identified by the Commission through contract oversight activities, the Commission may request the development of an operational improvement plan. An operational improvement plan requested by the Commission is considered a contractual deliverable and is binding upon the Sub-Grantee at the time it is approved by the Commission. While the plan is binding, the timeframe for its implementation is determined by the mutual consent of both parties.

SECTION 11: Audits

- 11.1 Sub-Grantee organizations that expend \$500,000 or more in their fiscal year in federal awards shall have a single or program-specific audit conducted for that year in accordance with the Single Audit Act, as amended, 31 U.S.C. 7501, et seq., and OMB Circular A-133. (If the Sub-Grantee expends federal awards under only one federal program, it may elect to have a program specific audit, if it is otherwise eligible.) A Sub-Grantee that does not expend \$500,000 in federal awards is exempt from the single audit requirements of OMB Circular A-133 for that year. However, it shall continue to conduct financial management reviews of its programs, and records shall be available to the Commission or its designee for review and audit.
 - 11.1.1 The Commission is required in accordance with paragraph 400(d) of OMB Circular A-133, to do the following with regard to its sub-grantees: (1) identify the Federal award and funding source; (2) advise sub-grantees of all requirements imposed on them; (3) monitor sub-grantee activities and compliance; (4) ensure sub-grantee have A-133 audits when required; (5) issue decisions and ensure follow-up on audit findings in a timely manner; (6) where necessary, adjust its own



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records and financial statements based on audits; and (7) require sub-grantee to permit access by the Commission and auditors to records and financial statements, as necessary, for the Commission to comply with A-133.

11.1.2 Sub-Grantee shall submit audits required under Office of Management and Budget Circular A-133, to the Commission, within the earlier of 30 days after receipt of the auditor's report(s), or nine months after the end of the audit period.

11.2 Notwithstanding subsection 11.1 of this Grant Award, the Commission reserves the right to conduct, or cause to be conducted, an independent audit of all funds received under this Grant Award. Such an audit may be performed by a certified public accounting firm, or other auditors as designated by the Commission and shall be conducted in accordance with applicable federal rules and regulations, grant award guidelines, and established professional standards and practices.

11.3 The Sub-Grantee agrees and understands that acceptance of funds under this Grant Award acts as acceptance of the Commission, any successor agency, and any state or federal auditors with auditing jurisdiction, to audit or investigate the expenditure of funds under this grant award or subcontract. (The Sub-Grantee further agrees to cooperate fully with the Commission, its successor, and any state or federal auditors with auditing jurisdiction, including providing all records requested. The Sub-Grantee will ensure that this clause concerning the authority to audit funds received indirectly by any of the Program contractors or Program Sub-Grantees through the Program and the requirement to cooperate is included in any subcontract it awards).

SECTION 12: Monitoring and Evaluations

12.1 To fulfill its fiduciary responsibilities and programmatic obligations, the Commission will conduct contract oversight activities under this Grant Award.

12.1.1 The Commission will conduct monitoring on a routine basis utilizing the Commission's risk assessments. In addition, AmeriCorps Sub-Grantees new to the Commission portfolio may be subject to an on-site review at the beginning of the project period.

12.1.2 The Commission will conduct contract oversight activities from the Commission offices, on site at the Sub-Grantee's offices, virtually using electronic communications, or a combination of these approaches.

12.2 When the Commission conducts monitoring of the Sub-Grantee, preliminary results will be provided to the Sub-Grantee before the evaluation is concluded and the findings are published.

12.3 The Sub-Grantee shall implement and maintain sufficient management practices and systems to assure compliance with all programmatic and fiscal obligations under this grant award. The Sub-Grantee's responsibilities in this regard extend to oversight of its Program Sub-Grantees and their financial and program duties as an agent of the Sub-Grantee under this grant award.

12.4 The Sub-Grantee shall document its oversight of its Program Sub-Grantees and these records shall be available to the Commission during the term of the grant and for as long thereafter as the Commission's duties to the Corporation require.



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SECTION 13: Compliance with Law/Order of Precedence

- 13.1 In rendering performances under this agreement, the Sub-Grantee shall comply with the requirements of the Corporation, and with all other applicable laws and regulations. In the event of a conflict between such laws and regulations and the terms and conditions of this Grant Award, precedence shall be given to the laws and regulations.

SECTION 14: Enforcement and Termination

- 14.1 The Commission and the Sub-Grantee mutually agree that the Commission's obligation to adhere to Corporation policies also apply to the Sub-Grantee as a recipient of Corporation funds through this grant award.
- 14.2 To assure Sub-Grantee adherence to Corporation and Commission policies, the Commission reserves the right to develop, publish, and apply a graduated schedule of enforcement actions.
- 14.3 The graduated schedule of enforcement actions may include any or all of the following actions to address an issue, concern, or deficiency identified through contract oversight activities:
- 14.3.1 Verbal and/or written communication of the mitigating steps or actions requested by the Commission;
 - 14.3.2 Development and implementation of a corrective action plan;
 - 14.3.3 Formal notification to the Sub-Grantee's executive staff of the Sub-Grantee's failure to timely and appropriately respond to the Commission's request or directive;
 - 14.3.4 Formal notification to the Sub-Grantee's governance body of the Sub-Grantee's failure to timely and appropriately address the Commission's request or directive;
 - 14.3.5 Withholding of some or all of a Sub-Grantee payment when the Sub-Grantee's non-compliance puts the Commission at risk of a Corporation financial penalty or sanction; and
 - 14.3.6 Termination of the grant award, in whole or in part.
- 14.4 To promote transparency of program outcomes and responsible expenditure of public funds, the Commission reserves the right to document and describe the activities of the Sub-Grantee in relation to performance standards, contractual deliverables, or enforcement actions, including a report card or similar high-level quantification of Sub-Grantee performance.
- 14.5 In the case of substantiated Sub-Grantee fraud or gross negligence, the Commission may terminate this Grant Award without prior notice.
- 14.6 This Grant Award may be terminated for convenience, in whole or in part, by either party, with 30 calendar day's written notice to the other party. In the event of termination for convenience, the Sub-Grantee shall be entitled to compensation under this Grant Award for allowable expenditures, prior to the date of termination, in accordance with this Grant Award. Regulations related to the Corporation's authority to suspend or terminate this grant are contained in 45 C.F.R. §2540.400. In addition, Sub-Grantees may suspend or terminate assistance to a Program Sub-Grantee, provided that such action affords the Program Sub-Grantee, at a minimum, the notice and hearing rights described in 45 C.F.R. §2540.400.
- 14.6.1 If both parties to this Grant agree that the continuation of the Grant Award would not produce beneficial results commensurate with the further expenditure of funds, the parties shall agree



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upon the termination conditions, including the effective date and the portion to be terminated.

- 14.6.2 Upon termination, the Commission shall compensate the Sub-Grantee for those eligible expenses incurred during the grant award period which are directly attributable to the completed portion of the work covered by this Grant Award, provided that the work has been completed in a manner satisfactory and acceptable to the Commission.
- 14.6.3 The Sub-Grantee shall not incur new obligations for the terminated portion after the effective date of termination and shall cease to incur costs under this Grant Award upon termination or receipt of written notice to terminate, whichever occurs first.
- 14.7 The Sub-Grantee may respond to any Commission enforcement action by showing how its failure to respond to the Commission arises out of causes beyond the control and without the default or negligence of the Sub-Grantee. Such causes may include but are not limited to acts of God or of the public enemy, acts of the Government in either of its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.
- 14.8 Upon termination of this Grant Award, whether for cause or convenience, all finished or unfinished documents, records, reports, photographs, etc. prepared by the Sub-Grantee shall, at the option of the Commission, become the property of the Commission.
- 14.9 In the event of any termination, the Sub-Grantee may be requested to transfer title and deliver to the Commission any property or products the Sub-Grantee has acquired or produced in performance of this Grant Award.
- 14.10 In the event federal or state laws or regulations are amended or judicially interpreted to render continued fulfillment of this Grant Award by either party substantially unreasonable or impossible, or if the parties are unable to agree on an amendment to enable the substantial continuation of services under this grant award, then the parties shall be discharged from any further obligations under this Grant Award, except for the equitable settlement of the respective accrued interests or obligations incurred up to the effective date of Grant Award close-out.
- 14.11 Notwithstanding the Commission's exercise of its right of early termination, the Sub-Grantee shall not be relieved of any liability for damages due to the Commission. The Commission may withhold payment to the Sub-Grantee on this Grant Award until such time as the exact amount of damages due to the Commission from the Sub-Grantee is agreed upon or is otherwise determined by the Commission.

SECTION 15: Retention and Accessibility of Records

- 15.1 The Sub-Grantee shall maintain a record keeping system for all of its activities under this Grant Award, including program records and financial management records which support and document all expenditures of funds made under this Grant Award. This section shall not be interpreted to require maintenance of multiple exact duplicate copies of any record or document.
- 15.2 The Sub-Grantee's employee and applicant records shall be maintained in a confidential manner, in compliance with the Information Practices Act of 1977, as amended, and the Federal Privacy Act of 1974, as amended.
- 15.3 The Sub-Grantee shall retain all fiscal records and supporting documents for a minimum of three (3) years after submission of Commission final aggregate Federal Financial Report for the Commission's Corporation grant under which the Sub-Grantee is funded, or for any greater retention period specified



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in the Notice of Grant Award or its attachments. In the event there is an audit in progress or an unresolved audit discrepancy at the end of such retention period, the records will be retained until the discrepancy is resolved and final action is taken.

- 15.4 The Sub-Grantee shall grant access and the right to examine; copy or mechanically reproduce all reports, books, papers, documents, automated data systems; and other records pertaining to this Grant Award. The Sub-Grantee shall cooperate with any examination conducted pursuant to this section. Such rights of access and examination are granted to, as applicable:
- 15.4.1 the Corporation for National and Community Service,
 - 15.4.2 the Office of the Inspector General,
 - 15.4.3 the Commission,
 - 15.4.4 other state and federal auditing agencies, or
 - 15.4.5 any duly authorized representative of the above named agencies as deemed appropriate by the Commission.
- 15.5 The Commission will make every effort to access records from Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m.; unless the Commission determines it necessary to access records during other days or hours. Such rights to access shall continue as long as the records are retained by the Sub-Grantee.

SECTION 16: Rights in Data

- 16.1 Excluding copyrighted, licensed and public domain software, the Sub-Grantee grants to the Commission and its designated representatives, unlimited rights to any data, databases or data processing programs first developed, produced or delivered under this Grant Award. Such data include recorded information regardless of form or media except computer software.
- 16.2 The Sub-Grantee grants to the Commission and its designated representatives, a paid-up, nonexclusive, irrevocable, worldwide license for all data described in subsection 17.1 of this Grant Award.
- 16.3 The Commission may reproduce, prepare derivative works, distribute copies to the public, perform publicly and display publicly, by or on behalf of the Commission, any data which is subject to subsection 17.1 of this Grant Award, or otherwise developed under this Grant Award or purchased with funds from this Grant Award.
- 16.4 The Sub-Grantee has the responsibility to obtain from the Program Sub-Grantees all data and rights therein necessary to fulfill the Sub-Grantee's obligations to the Commission under this Grant Award. If a Program Sub-Grantee refuses to accept terms affording the Commission such rights, the Sub-Grantee shall promptly bring such refusal to the attention of the Commission.
- 16.5 Unless otherwise specified, the Sub-Grantee owns and may copyright any work that is subject to copyright, including software designs, training manuals, curricula, videotapes and other products produced under the Grant. However, the Sub-Grantee may not sell any work that includes an AmeriCorps logo without prior written approval from the Corporation.
- 16.5.1 The Corporation retains royalty-free, non-exclusive, and irrevocable licenses to obtain, use, reproduce, publish or disseminate products, including data, produced under the Grant and to authorize others to do so. The Corporation may distribute such products through a designated clearinghouse.



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16.5.2 To the extent practical, the Sub-Grantee agrees to make products produced under the Grant available at the cost of reproduction to others in the field.

SECTION 17: Rights to Supplies and Equipment Purchased with Grant Funds

- 17.1 The Commission shall retain sole right to property (supplies and equipment) purchased solely with funds granted to the Sub-Grantee by the Commission. The Commission shall retain a partial right to supplies and equipment purchased partially with funds granted by the Commission, based on the percentage of Commission funds used in the purchase. No disposition or sale of supplies and equipment purchased all or in part with Grant funds, prior to or after termination of the Grant Award, is allowable without obtaining prior written consent from the Commission. Upon the Commission's consent to any such sale, all funds from such sale (or the appropriate percentage for supplies and equipment purchased partially with Commission funds) of supplies and equipment shall be paid in full to the Commission (less an allowable disposition fee).

SECTION 18: Grievance Procedures

- 18.1 The Commission has a Grievance Procedure for members that is available upon request. This grievance procedure takes effect only when the legal applicant no longer exists to resolve the dispute.

SECTION 19: General Fiscal Administration

- 19.1 The Sub-Grantee shall maintain separate accounting records with identification of cash receipts and disbursements of funds under this Grant Award.
- 19.2 Notwithstanding any other provisions of this Grant Award, the parties hereto understand and agree that the Commission's obligations under this Grant Award are contingent upon actual receipt of adequate funds from federal and other sources to meet the Commission's liabilities hereunder.
- 19.3 The Commission shall not be liable to the Sub-Grantee for any excess or unspent funding obligations, and retains the right to unilaterally de-obligate such obligations.
- 19.4 The Commission may obligate additional funds under this grant award or de-obligate funds previously obligated under this Grant Award at the sole discretion of the Commission.
- 19.5 In the case of an additional obligation or de-obligation of funds, the Commission shall provide written notification to the Sub-Grantee in the form of either a letter of notification or a Grant Award amendment.
- 19.6 The Sub-Grantee understands and agrees that it shall be liable to repay to the Commission any funds determined by either the Commission or the Sub-Grantee to be expended in violation of the terms of this Grant Award subject to the following conditions:
- 19.6.1 The Sub-Grantee shall be liable for such funds and shall repay such funds even if a Program Sub-Grantee made the improper expenditure.
- 19.6.2 If the Sub-Grantee determines it has requested any payment from the Commission that is in violation of the terms of this Grant Award, and such payment has been made by the Commission, the Sub-Grantee shall notify the Commission no later than five (5) working days from this determination.



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- 19.6.3 All repayments made by the Sub-Grantee shall be from non-federal funds.
- 19.6.4 Failure to repay such funds within thirty (30) days after demand may result in legal actions to recover such funds and/or additional costs, including allowable interest.
- 19.7 The Sub-Grantee shall obtain prior written approval from the Commission for any deviation from the approved budget. Budgetary changes may require submission of a Budget Line Adjustment Request (BLAR) by the Sub-Grantee. Submission of the BLAR does not guarantee approval.
- 19.8 The Sub-Grantee, unless it is an Institution of Higher Education or State/ Local Government Agency, shall obtain a Fidelity Bond equal to or greater than the grant award amount. If the Sub-Grantee's current coverage is lower than the grant amount, the Sub-Grantee will amend the coverage to reflect the grant amount. In addition, OneStar Foundation shall be named as a third party loss payee.
 - 19.8.1 The Sub-Grantee receiving the Grant Award is the party insured. This insurance will cover the dishonest acts of all employees, volunteers, officers and directors.
 - 19.8.2 Sub-Grantee may obtain the necessary Bond through their general liability carrier, a major casualty insurance carrier, or a bonds specialty company.
- 19.9 Bond insurance shall be kept current from the start date of the budget period to six months after the date of final reimbursement.
- 19.10 The Sub-Grantee may request total waiver or reduction of the amount of fidelity bond by submitting a written statement that is determined to be satisfactory to the Commission from an independent certified public accountant that certifies the reduced bond amount as being appropriate and sufficient bond to provide coverage for the total amount of funds administered by Sub-Grantee and also appropriate to the internal controls in place by Sub-Grantee.

SECTION 20: Program Income

- 20.1 Income, including fees for service, earned as a direct result of the grant-funded program activities during the award period, must be retained by the Sub-Grantee and used to finance the grant's non-Corporation share.
 - 20.1.1 The service activities conducted by the members shall be allowable under this Grant Award.
 - 20.1.2 All income earned as a direct result of the Program's activities during the award period shall be used to finance the non-federal (Corporation) share (match) of the Program. Program income in excess of the match approved in this Grant Award shall be used and reported as additional match, follow the appropriate requirements of 45 CFR § 2541.250, 2 CFR 225, 2 CFR 215, or 2 CFR 220 and there will be a corresponding decrease in total allowable costs under the federal share. Program income shall be accounted for, reported and expended by the Sub-Grantee in the budget period in which it was earned.
 - 20.1.3 Sub-Grantees shall disburse program income, and interest earned on such funds before requesting additional cash payments of federal funds.
- 20.2 When using assistance under this Grant, the Sub-Grantee may not enter into a contract for or accept fees for service performed by members when:
 - 20.2.1 The service benefits a for-profit entity;



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- 20.2.2 The service falls within the other prohibited Program activities set forth in these Grant terms and conditions; or
- 20.2.3 The service violates the non-displacement Provisions of the Act set forth in these Grant terms and conditions.

SECTION 21: Grant Award Obligations

- 21.1 In consideration of the Sub-Grantee's full and satisfactory performance as specified in the Application for Funding, the Commission will agree to pay the Sub-Grantee in an amount equal to the actual allowable costs incurred by the Sub-Grantee, not to exceed the amount awarded to the Sub-Grantee by the Commission, in rendering such performance. The Commission utilizes the right to retain one percent (1%) of the Federal share of this Grant Award as detailed in the Application for Funding.
- 21.2 The Sub-Grantee agrees to comply with all certifications and assurances submitted with the Application for Funding as described in **Attachments A1-3: Certifications and Assurances**.
- 21.3 The Commission shall not be liable for expenditures made in violation of the provisions of the legal authorities cited in this Grant Award, or any other law or regulation applicable to a specific program or service performed under this Grant Award.
- 21.4 The Commission shall not be liable to the Sub-Grantee for costs incurred by the Sub-Grantee before commencement (as signified by Budget Period Beginning date) of this Grant Award, except as allowed by an pre-award cost authorization; or after termination (as signified by Budget Period Ending date), unless sooner terminated pursuant to Section 14 of this grant award unless specifically approved in writing by the Commission.
- 21.5 The Commission shall not be liable to the Sub-Grantee for performances rendered by the Sub-Grantee before commencement (as signified by Budget Period Beginning date) of this Grant Award or after termination (as signified by Budget Period Ending date), unless sooner terminated pursuant to Section 14 of this grant award unless specifically approved in writing by the Commission.
- 21.6 The Commission shall not be liable for any costs incurred by the Sub-Grantee in the performance of this Grant Award which have not been billed to the Commission within forty-five (45) days following the expiration or termination of this Grant Award, unless otherwise stated by the Commission.
- 21.7 The Commission will make funds available in a reasonable time as reimbursements to the Sub-Grantee upon receipt and approval by the Commission of a proper and verified statement of current allowable costs.



CERTIFICATION AND ASSURANCES

Agreement of Certifications and Assurances

Sub-Grantee Certifications

The Sub-Grantee, and the agents and employees of Sub-Grantee, in the performance of the Grant Award, shall act in an independent capacity and not as officers, employees, or agents of the Commission.

Instructions: By signing and submitting this Agreement of Assurances and Certifications, as the duly authorized representative of the applicant, you certify that the applicant will comply with the Assurances and Certifications described below.

1. Inability to certify - Your inability to provide the assurances and certifications listed below will not necessarily result in denial of a grant. You shall submit an explanation of why you cannot do so. We will consider your explanation in determining whether to enter into this transaction. However, your failure to furnish an explanation will disqualify your application.
2. Erroneous certification or assurance - The assurances and certifications are material representations of fact upon which we rely to determine whether to enter into this transaction. If we later determine that you knowingly submitted an erroneous certification or assurance, in addition to other remedies available to the federal government, we may terminate this transaction for cause or default.
3. Notice of error in certification or assurance - You shall provide immediate written notice to us if at any time you learn that a certification or assurance was erroneous when submitted or has become erroneous because of changed circumstances.
4. Definitions - The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded" as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. An applicant shall be considered a "prospective primary participant in a covered transaction" as defined in the rules implementing Executive Order 12549. You may contact the Commission for assistance in obtaining a copy of those regulations.
5. Certification requirement for sub-grant agreements - You agree by submitting this Agreement of Assurances and Certifications that you shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by us.
6. Certification inclusion in sub-grant agreements - You agree by submitting this Agreement of Assurances and Certifications that you will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by us, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. Certification of sub-grant principals - You may rely upon a certification of a prospective participant in a lower-tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless you know that the certification is erroneous. You may decide the method and frequency by which you determine the eligibility of your principals. You may, but are not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Non-certification in sub-grant agreements - If you knowingly enter into a lower tier covered transaction



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with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, we may terminate this transaction for cause or default.

9. Prudent person standard - Nothing contained in the foregoing may be construed to require establishment of a system of records in order to render in good faith the assurances and certifications required. Your knowledge and information is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

ASSURANCES

As the duly authorized representative of the sub-grantee, I certify, to the best of my knowledge and belief, that the Sub-Grantee:

10. Has the legal authority to receive federal assistance, and the institutional, managerial, and financial capability (including funds sufficient to pay the non-federal share of program costs) to ensure proper planning, management, and completion of the program described in this application.
11. Will give the Commission, the Corporation, the Office of Inspector General, other state and federal auditing agencies, and any duly authorized representative of the above-named agencies as deemed appropriate by the Commission, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
12. Will establish safeguards to prohibit employees from using their position for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
13. Will initiate and complete the work within the applicable time frame after receipt of approval of the Commission.
14. Will comply with all rules regarding prohibited activities, including those stated in applicable application guidelines, grant provisions, and program regulations, and will ensure that no assistance made available by the Corporation will be used to support any such prohibited activities.
15. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the statutes or regulations specified in Appendix A of the Office of Personnel Management's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).
16. Will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps (d) The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act



CERTIFICATION AND ASSURANCES

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of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the National and Community Service Act of 1990 or the Domestic Volunteer Services Act, as amended; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

17. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs. These requirements apply to all interests in real property acquired for program purposes regardless of federal participation in purchases.
18. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
19. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C 276a and 276a-7), the Copeland Act (40 U.S.C 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), regarding labor standards for federally assisted construction sub-agreements.
20. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires the recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
21. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of program consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C 1451 et seq.); (f) conformity of federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
22. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
23. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification, and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16U.S.C. 469a-l et seq.).
24. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
25. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.



CERTIFICATION AND ASSURANCES
Agreement of Certifications and Assurances

26. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
27. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984, as amended, and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations.
28. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, application guidelines, and policies governing this program.

CERTIFICATIONS

1. Lobbying (Activities) - As required by Section 1352, Title 31 of the U.S. Code, as the duly authorized representative of the applicant, I certify, to the best of my knowledge and belief, that:
 - (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, renewal, amendment or modification of any federal grant, or cooperative agreement;
 - (b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
 - (c) The undersigned shall require that the language of this certification be included in the award documents for all tiers (including sub-awards, sub-grants, contracts under grants and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
2. Debarment, Suspension, and Other Responsibility Matters - This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, Section 85.510, Participants' responsibilities.
 - A. As the duly authorized representative of the applicant, I certify, to the best of my knowledge and belief, that neither the sub-grantee nor any of the principals:
 - (a) Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, including this transaction, by any Federal department or agency.
 - (b) Has, within a three-year period preceding this application, been convicted of, or had a civil judgment entered in connection with fraud or other criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - (c) Is 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 paragraph of this certification, and
 - (d) Has within a three-year period preceding this application, had one or more public transactions



CERTIFICATION AND ASSURANCES
Agreement of Certifications and Assurances

(Federal, State or local) terminated for cause or default and

B. If you are unable to certify to any of the statements in this certification, you shall attach an explanation to this application.

3. Drug-Free Workplace (Sub-Grantees other than Individuals) - This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988, 34 CFR Part 85, Subpart F. The regulations require certification by Sub-Grantees, prior to award, that they will maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when the agency and Commission determines to award the grant. False certification or violation of the certification may be grounds for suspension of payments, suspension or termination of grants, or government-wide suspension or debarment (see 34 CFR Part 85, Section 85.615 and 85.620).

As the duly authorized representative of the Sub-Grantee, I certify, to the best of my knowledge and belief that the Sub-Grantee 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 Sub-Grantee's workplace and specifying the consequences and actions that will be taken against employees for violation of such prohibition;
- B. Establish an ongoing drug-free awareness program to inform employees about:
 - (a) the dangers of drug abuse in the workplace,
 - (b) the Sub-Grantee's policy of maintaining a drug-free workplace.
 - (c) any available drug counseling, rehabilitation, and employee assistance programs, and
 - (d) the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- D. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the grant, the employee will:
 - (a) abide by the terms of the statement, and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- E. Notifying OneStar within ten (10) days after receiving notice under subparagraph (d) (2)) from an employee or otherwise receiving actual notice of such conviction;
- F. Taking one of the following actions, within thirty (30) days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted—
 - (a) taking appropriate personnel action against such an employee, up to and including termination or
 - (b) requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E) and (F)



CERTIFICATION AND ASSURANCES
AmeriCorps*Texas Certification

Business Entity Type

The undersigned authorized representative of the Sub-Grantee hereby certifies that the Sub-Grantee business entity is organized as indicated below.

Check the (1) description that applies to your organization. Please enter the additional information requested.

- ☒ Public Agency
- ☐ Private, non-profit corporation, incorporated in the State of _____, Charter Number _____
- ☐ Private, for-profit corporation, incorporated in the State of _____, Charter Number _____
- ☐ Partnership
- ☐ Sole Proprietorship
- ☐ Other (describe) _____

Federal Income Tax

The undersigned authorized representative of the applicant hereby certifies that the applicant business entity is current in its payment of federal income tax or exempt from paying the federal income tax as indicated below.

- ☒ The entity is a non-profit corporation or is otherwise not subject of payment of the federal income tax
- ☐ The entity is a for-profit corporation or otherwise is liable for payment of the federal income tax and is not delinquent in its payments

Levies, Liens and Unresolved Audit Exceptions

The undersigned certifies that the Sub-Grantee's business entity in this Grant Award has no outstanding debts that will result in liens or levies being placed on payments received from the OneStar National Service Commission, and that it owes no funds to the Commission, including unresolved audit exceptions. An unresolved audit exception is an exception for which the Sub-Grantee has exhausted all administrative and judicial remedies and also refuses to comply with resulting written demands for payment from the Commission.

State Assessment Certification

The authorized representative of the Sub-Grantee's business entity contracting herein certifies by executing this grant award, that both of the following statements are true and correct and that the undersigned understands making a false statement is a material breach of contract and is grounds for cancellation.

The Sub-Grantee certifies that:

- ☐ It is current in Unemployment Insurance taxes, Payday and Child Labor law monetary obligations, and Proprietary School fees and assessments payable to the State of Texas.
- ☐ It has no outstanding Unemployment Insurance overpayment balance payable to the State of Texas.



CERTIFICATION AND ASSURANCES
AmeriCorps*Texas Certification

Unfair Business Practices

The undersigned certifies that the Sub-Grantee's business entity entering into this Grant Award has not been found guilty of unfair business practices in a judicial or state agency administrative proceeding during the preceding year. The undersigned further affirms that no officer of the Sub-Grantee has served as an officer of any company found guilty of unfair business practices in a judicial or state agency administrative proceeding during the preceding year.

Certification

These certifications are a material representation of fact upon which reliance is placed when entering into this transaction. Signature by an authorized representative of the Sub-Grantee and return of this document to the Commission are prerequisites for finalizing the award.

Where the undersigned Sub-Grantee is unable to certify to any of the statements above, an explanation shall be attached.

The undersigned certifies that the indicated statements are true and correct and understands that making a false statement is a material breach of the grant award and is grounds for Grant Award cancellation.

The person signing this Grant Award on behalf of the Sub-Grantee hereby warrants that he/she has been fully authorized to execute this grant award on behalf of the Sub-Grantee and to legally bind the Sub-Grantee to all the terms and provisions herein set forth.

AMERICORPS*TEXAS CERTIFICATIONS SIGNATURE

Travis County

Legal Applicant Name

Samuel T. Biscoe

Name of Authorized Representative

BY:

Signature

TRAVIS COUNTY JUDGE

CAPITAL AmeriCorps Project

AmeriCorps Program Name

Travis County Judge

Title

Date

☐ **No Changes.** I hereby certify that no changes have been made to documents contained in this Grant Award package.

☐ **Changes to Standard Information.** I hereby certify that changes in standard information items only (such as contact or signatory) have been made to documents contained in this Grant Award package. Pen and ink corrections have been entered, initialed and the revised areas have been flagged. Standard information includes contact information.

☐ **Changes to Contract/Amendment Terms and Conditions.** I hereby certify that changes to the Grant Award terms and conditions have been proposed. The proposed changes have been entered on all copies of the documents in pen and ink, initialed, and the revised areas have been flagged. I understand that I am to sign and then send all copies of the contract/amendment back to the Commission for evaluation of the proposed changes. If the proposed changes are approved by the Commission signatory, they will be initialed and my copy (and the fiscal agent's copy, if applicable) will be returned to me. I understand that if there are any questions or issues regarding the proposed pen and ink changes that I will be contacted by a Commission representative.

Travis County
Legal Applicant Name

Samuel T. Biscoe

Name of Authorized Representative

BY:

Signature

TRAVIS COUNTY JUDGE

NATURE
CAPITAL AmeriCorps Project
AmeriCorps Program Name

Travis County Judge

Title

Date _____



REPORTING AND EVENTS Requirements

- B1-A Progress and Financial reporting requirements are outlined in the award terms and agreements. Sub-Grantees are required to review, analyze, and follow up on progress and financial reports they receive from AmeriCorps Program Sub-Grantees or operating sites. Each Sub-Grantee shall submit Progress and Federal Financial Reports by the required due dates. Sub-Grantees shall adhere to the reporting requirements outlined and communicated by the Commission for the program year.
- B1-A.1 **AmeriCorps Progress Reports (APR)** - A Sub-Grantee APR is due in the designated reporting system by the deadline as listed in **Attachment B2: Reporting and Events, Schedule of Dates**. The report will require the Sub-Grantee's analysis of the AmeriCorps grant(s) it administers.
- B1-A.2 **Federal Financial Reports (FFR)** - The Sub-Grantee shall submit semi-annual cumulative financial reports, summarizing expenditures during the reporting period using a reporting system designated by OneStar. Federal Financial Report deadlines are outlined in the award terms and agreements. A Sub-Grantee completing the final year of its grant shall submit, in lieu of the last semi-annual FFR, a final FFR that is due in **Attachment B2: Reporting and Events, Schedule of Dates**.
- B1-A.3 **Periodic Expense Report (PER)** - The Sub-Grantee is required to submit as stated in **Attachment B2: Reporting and Events, Schedule of Dates** and Attachment C: AmeriCorps*Texas Provisions, C1-I AmeriCorps Reimbursement Process.
- B1-B Requests for extensions of reporting deadlines as stated in Attachment B2 may be granted when 1) the report cannot be furnished in a timely manner for reasons legitimately beyond the control of the Sub-Grantee and 2) the Commission receives a request explaining the need for an extension at least 24 hours before the due date of the report. Extensions may only be granted by the Commission.
- B1-C The Sub-Grantee shall submit such additional periodic, grant award closeout, or ad-hoc reports on the operation and performance of this grant award deemed necessary by the Commission. The Commission's request shall provide a reasonable time of response, in consideration of the nature and availability of the information requested.
- B1-D Noncompliance with any reporting requirements may result in enforcement activities or termination in accordance with Section 14 of this Grant Award. Noncompliance with any reporting requirements will be part of a Sub-Grantee's Performance Record.



REPORTING AND EVENTS

Schedule of Dates

B2-A The following events and reports are mandatory. Details regarding specific events, reports, site visits, and deadlines will be disseminated as they are developed by the Commission. At the discretion of the Commission, Programs may be required to attend additional trainings, provide additional reports, and/or participate in technical assistance projects based on performance or need.

Date	Event or Report	Period Report Covers	
		From	To
October 22, 2008	& PER(s)	Start of Budget Period	September 30, 2008
October 22, 2008	& FFR	Start of Budget Period	September 30, 2008
November - December 2008	~ FFR Monitoring	Start of Budget Period	September 30, 2008
December 4-5, 2008	GNLC		
March 2009	^ Supporting Documentation Testing	TBD	TBD
Spring 2009	Training Event (tentative)	TBD	TBD
April 23, 2009	^ APR	Start of Budget Period	March 31, 2009
April 23, 2009	& PER(s)	Varies	March 31, 2009
April 23, 2009	& FFR	October 1, 2008	March 31, 2009
May - June 2009	~ FFR Monitoring	October 1, 2008	March 31, 2009
June 22-24, 2009	National Conference on Volunteering and Service (attendance encouraged, not mandatory)		
October 22, 2009	^ APR	April 1, 2009	September 30, 2009
October 22, 2009	& PER(s)	Varies	September 30, 2009
October 22, 2009	& FFR	April 1, 2009	September 30, 2009
45 Calendar Days After End of Budget Period	~ FFR Monitoring	April 1, 2009	End of Budget Period
45 Calendar Days After End of Budget Period	^ APR	October 1, 2009	End of Budget Period
45 Calendar Days After End of Budget Period	& PER(s)	October 1, 2009	End of Budget Period
45 Calendar Days After End of Budget Period	& FFR	October 1, 2009	End of Budget Period
45 Calendar Days After End of Budget Period	^ Other close-out reports as required	Start of Budget Period	End of Budget Period
TBD	2009-2010 Reporting & Events	-	-

APR - AmeriCorps Progress Reports

PER - Periodic Expense Reports

FFR - Federal Financial Reports

GNLC - Governor's Nonprofit Leadership Conference



REPORTING AND EVENTS
Schedule of Dates

- B2-B All reports marked with an “^” shall be entered into the designated reporting system and received by the Commission by the due date noted.
- B2-C All reports marked with an “&” shall be entered into the designated reporting system and received by the Commission by the due date noted. Documents that are postmarked on or before the deadline, yet not received by the due date will be considered late.
- B2-D Monitoring marked with an “~” does not require action. An analysis will be conducted by the Commission based on reports submitted to date. Any follow-up action will be communicated to the Sub-Grantee by the Commission.
- B2-E All Reports are due by 5:00 p.m. CST, on the date stated.
- B2-F Mandatory events require full participation. Full participation is defined by:
- B1-D.1 participants attend all scheduled sessions in full (plenary and breakout);
 - B1-D.2 participants are actively engaged in all sessions (plenary and breakout) and activities;
 - B1-D.3 participants maximize all opportunities for learning, sharing and networking; and
 - B1-D.4 Sub-Grantees will be responsible for all materials presented.



AMERICORPS*TEXAS PROVISIONS

Attachment Contents

These AmeriCorps Grant Provisions are binding on the Sub-Grantee. By accepting funds under this Grant, the Sub-Grantee agrees to comply with the AmeriCorps Provisions, all applicable federal statutes, regulations and guidelines, and any amendments thereto. The Sub-Grantee agrees to operate the funded Program in accordance with the approved Application for Funding, supporting documents, and other representations made in support of the approved grant application. In all awards to their Program Sub-Grantees, the Sub-Grantee agrees to include the applicable terms and conditions contained in this award.

For the purposes of these Provisions, AmeriCorps refers to AmeriCorps*State. All applicable Provisions of the grant, including regulations and OMB circulars that are incorporated by reference shall apply to any Sub-Grantee, Program Sub-Grantee, or other organization carrying out activities under this Grant Award.

Other Applicable Statutes and Regulations. The Sub-Grantee shall comply with all other applicable statutes, executive orders, regulations, and policies governing the grant, including, but not limited to, those cited in these Grant Provisions, the Grant Assurances and Certifications, and those cited in 45 CFR Parts 2541 and 2543. Regulations, provisions, and policies can be found on the Corporation web site at <http://www.americorps.gov>.

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C1-C Member Recruitment, Selection, and Exit	C3
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AMERICORPS*TEXAS PROVISIONS

Special Provisions

C1-A DEFINITIONS - For purposes of this grant the following definitions apply:

- A.1 All definitions as stated in Section 1 of the Award Terms and Conditions.
- A.2 **Member** means an individual:
 - A.2.a Who is enrolled in an approved national service position;
 - A.2.b Who is a U.S. citizen, U.S. national or lawful permanent resident alien of the United States;
 - A.2.c Who is at least 17 years of age at the commencement of service unless the member is out of school and enrolled
 - 1.a.i in a full-time, year-round youth corps Program or full-time summer Program as defined in the Act (42 U.S.C. 12572 (a) (2)), in which case he or she shall be between the ages of 16 and 25, inclusive, or
 - 1.a.ii in a Program for economically disadvantaged youth as defined in the Act (42 U.S.C. 12572 (a)(9)), in which case he or she shall be between the ages of 16 and 24, inclusive; and
 - 1.a.iii Has a high school diploma or an equivalency certificate (or agrees to obtain a high school diploma or its equivalent before using an education award) and who has not dropped out of elementary or secondary school in order to enroll as an AmeriCorps member (unless enrolled in an institution of higher education on an ability to benefit basis and is considered eligible for funds under section 484 of the Higher Education Act of 1965, 20 U.S.C. 1091), or who has been determined through an independent assessment conducted by the Program to be incapable of obtaining a high school diploma or its equivalent.
- A.3 **Service Recipient** means a community beneficiary who receives a service or benefit from the service of AmeriCorps members.
- A.4 **Term of Service** means the member's term of service defined as the duration, hours required, and any other program-specified requirements that a member shall complete to successfully earn an educational award. The duration of the Term of Service shall fall within the Sub-Grantee's approved budget period.

C1-B AFFILIATION WITH THE AMERICORPS NATIONAL SERVICE NETWORK

- B.1 **Identification as an AmeriCorps Program or Member** - The Sub-Grantee shall identify the Program as an AmeriCorps Program and members eligible for a Corporation-approved post-service education award as AmeriCorps members.
- B.2 **The AmeriCorps Name and Logo** - AmeriCorps is a registered service mark of the Corporation for National and Community Service. The Sub-Grantee shall use the AmeriCorps name and logo on service gear and public materials such as stationary, application forms, recruitment brochures, orientation materials, member curriculum, signs, banners, press releases and publications created by AmeriCorps members in accordance with Corporation requirements. The Corporation provides a camera-ready logo. To establish the relationship between the Program and AmeriCorps, the Sub-Grantee shall use the phrase "The AmeriCorps National Service Network" or "an AmeriCorps Program" and may use the slogan "Getting Things Done"™ on such materials in accordance with Corporation guidelines and requirements. The



AMERICORPS*TEXAS PROVISIONS

Special Provisions

- Sub-Grantee may not alter the AmeriCorps logo, and shall obtain the written permission of the Commission and the Corporation before:
- B.2.a Using the AmeriCorps name or logo on materials that will be sold, or
 - B.2.b Permitting donors to use the AmeriCorps name or logo in promotional materials. The Sub-Grantee may not use or display the AmeriCorps name or logo in connection with any activity prohibited in these grant provisions.
 - B.3 **Participation in AmeriCorps Events** - The Sub-Grantee agrees, within reasonable limits, to arrange for members to participate in AmeriCorps events and activities sponsored by the Commission and/or the Corporation, such as the National Opening Ceremonies, AmeriCorps Week, conferences, and national service days.

C1-C MEMBER RECRUITMENT, SELECTION, AND EXIT

Member recruitment, selection and enrollment requirements are found in the Corporation's regulations at 45 C.F.R. Part 2522.10. In addition, the Sub-Grantee shall ensure that the following procedures are followed:

- C.1 **Notice to the Corporation's National Service Trust** – The Sub-Grantee shall notify the Corporation's National Service Trust via the designated reporting system within 30 days of a member's selection for, completion of, suspension from, or release from, a term of service. Suspension of service is defined as an extended period during which the member is not serving, nor accumulating service hours or receiving AmeriCorps benefits. The Sub-Grantee also shall notify the Trust when a change in a member's status is approved and changed (i.e. from full-time to less than full-time or vice versa). Failure to report such changes within 30 days may result in sanctions to the grantee, up to and including suspension or termination. Sub-Grantees meet notification requirements when they use the appropriate electronic system to inform the Corporation within the approved time frames. Any questions regarding the Trust should be directed to the Trust Office (800) 942-2677. **Penalties for false information.** Any individual who makes a materially false statement or representation in connection with the approval or disbursement of an education award or other payment from the National Service Trust may be liable for the recovery of funds and subject to civil and criminal sanctions.
- C.2 **Parental Consent** – Parental or legal guardian consent shall be obtained for members under 18 years of age before beginning a term of service. Sub-Grantees may also include an informed consent form of their own design as part of the member contract materials.
- C.3 **Reasonable Accommodation** – Programs and activities shall be accessible to persons with disabilities, and the Sub-Grantee shall provide reasonable accommodation to the known mental or physical disabilities of otherwise qualified members, service recipients, applicants, and staff. All selections and project assignments shall be made without regard to the need to provide reasonable accommodation. See the Policy FAQ entitled Reasonable Accommodation for more information.
- C.4 **Time and Attendance (AmeriCorps Members)** - The Sub-Grantee is required to ensure that time and attendance recordkeeping is conducted by the individual who supervises the AmeriCorps member. This time and attendance record is used to document member eligibility



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for in-service and post-service benefits. Time and attendance records shall be signed and dated both by the member and by an individual who supervises the member.

- C.5 **Completion of Terms of Service** - The Sub-Grantee shall ensure that each member has sufficient opportunity to complete the required number of hours of service to qualify for their education award. Members shall be exited within 30 days of the end of their term of service. Should a program not be renewed, a member who was scheduled to continue in a term of service may either be placed in another program where feasible, or a member may receive a pro-rated education award if the member has completed at least 15% of the service hour requirement.
- C.6 **Member Exit** – In order for a member to receive a post-service education award from the National Service Trust, the Sub-Grantee shall certify to the National Service Trust that the member is eligible to receive the education benefit. The Sub-Grantee (and any individual or entity acting on behalf of the Sub-Grantee) is responsible for the accuracy of the information stated on the end-of-term certification.
- C.7 **Criminal Background Checks** – Before enrolling in a program, members (18 and over) and/or grant-funded employees who, on a recurring basis, have access to children (usually defined under state or local law as un-emancipated minors under the age of 18) or to individuals considered vulnerable by the Program (i.e. the elderly or individuals who are either physically or mentally disabled), shall, to the extent permitted by state and local law, conduct criminal background checks on these members or employees as part of the overall screening process.
- C.7.a Background checks shall be performed prior to an employee engaging with minors as defined in this section.
- C.7.b A National Sex Offender Public Registry check (NSOPR) shall be performed before enrolling a member in a program.
- C.7.c A State Criminal registry check, which involves a search of State law enforcement records and court records (by name or fingerprint) in Texas and the state in which the member resides at the time of applying, shall be performed prior to member placement if they will be engaging with minors or vulnerable populations as defined in this section.
- C.7.d Criminal Background checks shall be performed in accordance with the Corporation policies on Criminal History checks as stated in the Corporation Policies and Policy FAQs.

The Sub-Grantee shall ensure, to the extent permitted by state or local law, that it maintains background check documentation for members and employees covered by this provision in the member or employee's file or other appropriate file. The documentation shall demonstrate that, in selecting or placing an individual, the Sub-Grantee or the Sub-Grantee's designee (such as a site sponsor) reviewed and considered the background check results.



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C1-D SUPERVISION AND SUPPORT

- D.1 **Planning for the Term of Service** - The Sub-Grantee shall develop member position descriptions that provide for meaningful service activities and performance criteria that are appropriate to the skill level of members. The Sub-Grantee shall ensure that each member has sufficient opportunity to complete the required number of hours to qualify for a post-service education award. In planning for the member's term of service, the Sub-Grantee shall account for holidays and other time off, and shall provide each member with sufficient opportunity to make up missed hours.
- D.2 **Member Contracts** - The Sub-Grantee shall require that each member signs a contract that, at a minimum, includes or refers to the following:
- D.2.a The minimum number of service hours and other requirements (as developed by the Program) necessary to successfully complete the term of service and to be eligible for the education award;
 - D.2.b Standards of conduct, as developed by the Program;
 - D.2.c Prohibited activities, including those specified in the regulations;
 - D.2.d Requirements under the Drug-Free Workplace Act (41 U.S.C. 701 et seq.);
 - D.2.e Suspension and termination rules;
 - D.2.f The specific circumstances under which a member may be released for cause;
 - D.2.g The member position description;
 - D.2.h Reasonable accommodation policy and process for requesting accommodation;
 - D.2.i Grievance procedures; and
 - D.2.j Other requirements as established by the Program.

The Sub-Grantee should ensure that the contract is signed on or before the member term of service start date so that members are fully aware of their rights and responsibilities.

- D.3 **Supervision** - The Sub-Grantee shall provide members with adequate supervision by qualified supervisors in accordance with the approved application. The Sub-Grantee shall conduct an orientation for members and comply with any pre-service orientation or training required by the Corporation and/or the Commission.
- D.4 **Performance Reviews** - The Sub-Grantee shall conduct and keep a record of at least a mid-term and end-of-term written evaluation of each member's performance for Full and Half-Time members and an end-of-term written evaluation for less than Half-time members. The evaluation should focus on such factors as:
- D.8.a Whether the member has completed the required number of hours;
 - D.8.b Whether the member has satisfactorily completed assignments; and
 - D.8.c Whether the member has met other performance criteria that were clearly communicated at the beginning of the term of service.
- D.5 **Voter Registration Activities Prohibited** - In addition to the prohibited activities listed in 45 C.F.R. 2520.65, staff and members may not engage in voter registration drives, and the Sub-Grantee may not use grant funds to conduct a voter registration drive.
- D.6 **Member Death or Injury** - The Sub-Grantee shall report any deaths or serious injuries to the



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Commission via the Sub-Grantee's designated OneStar contact immediately.

C1-E RELEASE FROM PARTICIPATION

Sub-Grantees may release members from participation for two reasons: (a) for compelling personal circumstances; and (b) for cause. See 45 C.F.R. §2522.230 for requirements. In addition to the regulations, the following applies:

No Automatic Disqualification if Released for Cause - A release for cause covers all circumstances in which a member does not successfully complete his/her term of service for reasons other than compelling personal circumstances. Therefore, it is possible for a member to receive a satisfactory performance review and be released for cause. For example, a member who is released for cause for a first term for personal reasons – e.g. he/she has decided to take a job offer– but who, otherwise, was performing well up until the time he/she decided to leave, would not be disqualified for a second term as long as he/she received a satisfactory performance evaluation for the period he/she served.

An AmeriCorps member who is convicted of a criminal charge shall be terminated for cause from the program, and he/she is not eligible for any portion of an education award.

C1-F LIVING ALLOWANCES, OTHER IN-SERVICE BENEFITS AND TAXES

Requirements related to member living allowances and benefits are in 45 C.F.R. §§2522.240 and 2522.250. In addition, the following apply:

- F.1 **Living Allowance Distribution** - A living allowance is not a wage. Programs shall not pay a living allowance on an hourly basis. Programs should pay the living allowance in regular increments, such as weekly or bi-weekly, paying an increased increment only on the basis of increased living expenses such as food, housing, or transportation. Payments should not fluctuate based on the number of hours served in a particular time period, and shall cease when a member concludes a term of service.

The Sub-Grantee may not provide a lump sum payment to the member in the event that the member is permitted to conclude his or her term of service before the originally agreed upon end of term,. Similarly, if a member is selected after the program's start date, the Sub-Grantee shall provide regular living allowance payments from the member's start date and may not increase the member's living allowance incremental payment or provide a lump sum to make up any missed payments. If an extension to the member's term of service is agreed upon by all appropriate parties, the Sub-Grantee is not obligated to provide additional living allowance beyond the originally agreed upon amount stated in the member contract.

AmeriCorps Education Award Programs (EAP) may provide a living allowance or other in-service benefits to their members but are not required to do so.

- F.2 **Waiving the Living Allowance.** If a living allowance is paid, a member may waive all or part of the payment of a living allowance if he or she believes his or her public assistance may be lost or decreased because of the living allowance. Even if a member waives his or her right to receive the living allowance, it is possible – depending on the specific public assistance program



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- rules - that the amount of the living allowance the member is eligible to receive will be deemed available. A member who has waived the living allowance may revoke the waiver at any time and may begin receiving the living allowance prospective to the revocation date; the member may not receive any portion of the living allowance accrued during the waiver period.
- F.3 **Taxes and Insurance.** Requirements related to member living allowances and benefits are in 45 CFR § 2522.240 and 2522.250. In addition, the Sub-Grantees shall ensure that the following procedures are followed:
- F.3.a **Liability Insurance** - The Sub-Grantee is responsible for ensuring adequate general liability coverage for the organization, employees and members, including coverage of members engaged in on- and off-site project activities.
 - F.3.b **FICA (Social Security and Medicare taxes)** - Unless the Sub-Grantee obtains a ruling from the Social Security Administration or the Internal Revenue Service that specifically exempts its AmeriCorps members from FICA requirements, the Sub-Grantee shall pay FICA for any member receiving a living allowance. The Sub-Grantee also shall withhold 7.65% from the member's living allowance.
 - F.3.c **Income Taxes** - The Sub-Grantee shall withhold Federal personal income taxes from member living allowances, requiring each member to complete a W-4 form at the beginning of the term of service and providing a W-2 form at the close of the tax year. The Sub-Grantee shall comply with any applicable state or local tax requirements.
 - F.3.d **Worker's Compensation** - Worker's Compensation is an allowable cost to the grant. The Sub-Grantee is responsible for determining whether state law requires the provision of worker's compensation for members. If a program is not required by state law to provide worker's compensation, the Program shall obtain Occupational Accidental Death and Dismemberment insurance coverage for members to cover in-service injury or incidents.
- F.4 **Health Care Coverage** - Except for EAPs, Professional Corps, or members covered under a collective bargaining agreement, the Sub-Grantee shall provide healthcare insurance to those members serving on a full-time basis who are not otherwise covered by a healthcare policy at the time each begins his/her period of full-time service. For purposes of this provision, a member is serving on a full-time basis when his/her regular term of service will involve performing service on a normal full-time schedule for a period of six weeks or more. A member may be serving on a full-time basis without regard to whether his/her agreed term of service will result in a full-time Segal AmeriCorps Education Award. The Sub-Grantee shall also provide healthcare insurance to members serving on a full-time basis who lose coverage during their term of service as a result of service or through no deliberate act of their own. The Corporation will not cover healthcare costs for family members or for members who have not served on a full-time basis, or who have ceased serving on a full-time basis.
- F.4.a **Minimum Benefits** - When required to provide healthcare insurance coverage, the Sub-Grantee may obtain healthcare from any provider as long as the coverage provided by the Sub-Grantee provides the following minimum benefits:
 - 4.a.i Physician services for illness or injury;
 - 4.a.ii Hospital room and board;



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- 4.a.iii Emergency room;
- 4.a.iv X-ray and laboratory;
- 4.a.v Prescription drugs;
- 4.a.vi Limited mental/nervous disorders;
- 4.a.vii Limited substance abuse coverage;
- 4.a.viii An annual deductible of no more than \$250 charges per member;
- 4.a.ix No more than \$1,000 total annual out-of-pocket per member;
- 4.a.x A 20% co-pay or a comparable fixed fee with the exception of a 50% co-pay for mental and substance abuse care; and
- 4.a.xi A maximum benefit of at least \$50,000 per occurrence or cause.

- F.5 Administration of Child Care Payments** - In general, the Corporation will provide for childcare payments, which will be administered through the National Association of Child Care Resource and Referral Agencies (NACCRRA), hereafter referred to as AmeriCorps@CARE. Sub-Grantees that choose to provide childcare as a match source (as approved in their budget) may use AmeriCorps@CARE for technical assistance. Sub-Grantees can contact AmeriCorps@CARE at (800) 570-4543 with questions regarding childcare. The criteria for member eligibility are contained in 45 CFR § 2522.250. Members are considered to be full-time participants for purposes of eligibility for childcare payments on the same basis as eligibility for healthcare coverage. Members who excluded from healthcare coverage solely on the basis of serving in a Professional Corps, or because they are covered under a collective bargaining agreement are not excluded from receiving childcare benefits on that basis. Members serving in EAPs are not eligible for the childcare benefit. The Corporation will not cover childcare costs for family members or for members who have not served on a full-time basis, or who have ceased serving on a full-time basis. Also see the Policy FAQ s for more detailed information on administering childcare and healthcare.

Program Director's Responsibilities – The Sub-Grantee shall notify the appropriate providers when a member's status changes, such that it would affect eligibility for childcare or healthcare. Examples of changes in status include: changes to a member's scheduled service so that he/she is no longer serving on a full-time basis; terminating or releasing a member from service; and suspending a member for cause for a lengthy or indefinite time period. Program directors should contact AmeriCorps@CARE at NACCRRA at (800) 570-4543 on childcare related changes, and their health insurance provider about health insurance related changes.

C1-G MATCHING REQUIREMENTS

Sub-Grantees shall refer to OMB Circulars A-21, A-87, A-122 and A-102 [and its implementation regulation (45 C.F.R. §2543) or A-110 (45 C.F.R. §2541)], as applicable, for additional requirements related to allowable kinds and sources of match and match documentation requirements.

- G.1 Exception for Donated Professional Service** - Because one purpose of this Grant is to enable and stimulate volunteer community service, the Sub-Grantee may not include the value of direct community service performed by volunteers. However, the Sub-Grantee may include the value of volunteer services contributed to the organization for organizational functions such as accounting, audit work, and training of staff and AmeriCorps Programs.
- G.2** Match funds are the funds that Sub-Grantee are required to attain from other sources to provide



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additional support to this Program. Sub-Grantees shall adhere to all approved budgeted match levels as stated in the Sub-Grantee's approved eGrants application unless prior written approval is granted by the Commission.

- G.3 Sub-Grantees utilizing match funds from other Federal sources need to provide the Commission with written authorization from the other Federal source expressly allowing the use of the funds as match under this Grant. AmeriCorps*Texas grant funds may not be used as match for any other Federal grant.
- G.4 Sub-Grantee match funds from private sources, including fees for service and program income, are subject to public reporting. Funds from private sources shall be reported in the period they are earned.

C1-H MEMBER RECORDS AND CONFIDENTIALITY

- H.1 **Record-Keeping.** The Sub-Grantee shall ensure that records are maintained sufficient to establish that each member was eligible to participate and that the member successfully completed all requirements. A Program may store member files electronically if the program can ensure that the validity and integrity of the record is not compromised. The Corporation will recognize electronically stored files where:

The electronic storage procedures and system provide for the safe-keeping and security of the records, including:

- H.1.a Sufficient prevention of unauthorized alterations or erasures of records;
- H.1.b Effective security measures to ensure that only authorized persons have access to records;
- H.1.c Adequate measures designed to prevent physical damage to records; and
- H.1.d A system providing for back-up and recovery of records; and

The electronic storage procedures and system provide for the easy retrieval of records in a timely fashion including:

- H.1.e Storage of the records in a physically accessible location;
- H.1.f Clear and accurate labeling of all records; and
- H.1.g Storage of the records in a usable, readable format.

When there is a requirement for a signature on a record, electronically stored records shall include an image of the original signature; records without signatures, when required are considered incomplete.

- H.2 **Documentation.** The Sub-Grantee shall obtain and maintain documentation as required by 45 CFR § 2522.200 (c). The Corporation does not require programs to make and retain copies of the actual documents used to confirm age or citizenship eligibility requirements, such as a driver's license, or birth certificate, as long as the Sub-Grantee has a consistent practice of identifying the documents that were reviewed and maintaining a record of the review. To review whether the member meets the requirements relating to high-school education, the Sub-



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Grantee shall obtain from the member, and maintain in the member's file, a written declaration under penalty of law that the member meets the requirements of these provisions relating to high school education as required by 45 CFR § 2522.200 (b). If the member has been determined to be incapable of obtaining a high school diploma or its equivalent, the Sub-Grantee shall retain a copy of the supporting independent evaluation.

- H.3 **Confidential Member Information** - The Sub-Grantee shall maintain the confidentiality of information regarding individual members. The Sub-Grantee shall obtain the prior written consent of all members before using their names, photographs and other identifying information for publicity, promotional or other purposes. Sub-Grantees may release aggregate and other non-identifying information, and are required to release member information to the Corporation, the Commission, and their designated contractors. The Sub-Grantee shall permit a member who submits a written request for access to review records that pertain to the member and were created pursuant to this Grant.

C1-I AMERICORPS REIMBURSEMENT PROCESS

- I.1 Requests for reimbursement may be submitted to the Commission semi-monthly, monthly, or quarterly.
- I.1.a Requests for reimbursement shall be received by the Commission within 30 days of the end of the period covered by the request.
- I.1.b Payments will be made chronologically based on the period covered.
- I.1.c Requests for reimbursement may take fifteen (15) business days or more to process payment.
- I.2 The Sub-Grantee shall submit requests for reimbursement on an accurately completed Commission Periodic Expense Report, prepared on the Sub-Grantee's basis of accounting. The Periodic Expense Report will indicate categorical expenditures for items directly relating to provision for services which have been rendered under this grant award. Though not payable to the Sub-Grantee, the Sub-Grantee shall include under Corporation Share Section III on each Periodic Expense Report the appropriate amount for Commission Fixed Amount.
- I.3 Sub-Grantees are required to submit information pertaining to the expenditures of non-Corporation funds used as match including all fee for services under this Grant

C1-J BUDGET AND PROGRAMMATIC CHANGES.

- J.1 **Programmatic Changes** - Sub-Grantees shall obtain the prior written approval of the Commission before making the following changes in the approved Program. Depending on the nature of the change, approval from the Corporation may also be required for the following:
- J.1.a Changes in the scope, objectives or goals of the Program, whether or not they involve budgetary changes;
- J.1.b Substantial changes in the level of participant supervision;



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- J.1.c Entering into additional program sub-grants or contracts for AmeriCorps activities funded by the grant, but not identified or included in the approved application and grant budget.
- J.1.d Any change in the budget period;
- J.1.e Entering into a contract with a member that would require the member term of service to extend beyond the Sub-Grantees budget period end date.
- J.2 **Budgetary Changes** - The Sub-Grantee shall obtain the prior written approval of the Commission before deviating from the approved budget in any of the following ways:
 - J.2.a Reallocation of Funds from the "Member Support Cost" category to other categories of the approved budget. The specific line items covered by this subsection are:
 - 2.a.i Living allowance,
 - 2.a.ii FICA, worker's compensation, and unemployment insurance and
 - 2.a.iii Health care (or alternative health care).
 - J.2.b Specific Costs Requiring Prior Approval before Incurrence under OMB Circulars A-21, A-87 or A-122. For certain cost items, the cost circulars require approval of the awarding agency for the cost to be allowable. Examples of these costs are overtime pay, rearrangement and alteration costs, and pre-award costs.
 - J.2.c Purchases of Equipment over \$5,000 using grant funds, unless specified in the approved application and budget.
 - J.2.d Unless the Corporation share of the award is \$100,000 or less, changes to cumulative budget line items that amount to 10 per cent or more of the total program budget shall be approved in writing in advance by the Commission and the Corporation. The total program budget includes both the Corporation and Sub-Grantee shares. Sub-Grantees may transfer funds among approved direct cost categories when the cumulative amount of such transfers does not exceed 10 per cent of the total program budget.
- J.3 **Approvals of Programmatic and Budget Changes** – Approval of programmatic and budget changes are required from the Commission. Depending on the nature of the change, additional approval from the Corporation may also be required. Sub-grantees should not assume approval has been granted unless documentation from the Commission has been received.

C1-K GRANT PERIOD AND INCREMENTAL FUNDING

For the purpose of the Grant, a project period is the complete length of time the Sub-Grantee is proposed to be funded to complete approved activities under the Grant. A project period may contain one or more budget periods. A budget period is a specific interval of time for which Federal funds are being provided to fund a Sub-Grantee's approved activities and budget.

Unless otherwise specified, the Grant covers a three-year project period. In approving a multiyear project period, the Commission makes an initial award for the first year of operation. Additional funding is contingent upon satisfactory performance and the availability of funds. The project period and the budget period are noted on the Grant Award.



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C2-A RESPONSIBILITIES UNDER GRANT ADMINISTRATION

- 2.A.1 **Accountability of Sub-Grantee** - The Sub-Grantee has full fiscal and programmatic responsibility for managing all aspects of the Grant and Grant-supported activities, subject to the oversight of the Commission and/or the Corporation. The Sub-Grantee is accountable to the Commission and the Corporation for its operation of the AmeriCorps Program and the use of Corporation Grant funds. The Sub-Grantee shall expend Grant funds in a judicious and reasonable manner, and it shall record accurately the service activities and outcomes achieved under the Grant. Although Sub-Grantees are encouraged to seek the advice and opinion of the Commission on special problems that may arise, such advice does not diminish the Sub-Grantee's responsibility for making sound judgments and does not mean that the responsibility for operating decisions has shifted to the Commission.
- 2.A.2 **Notice to Commission** - The Sub-Grantee will notify the appropriate Commission staff immediately of any developments or delays that have a significant impact on funded activities, any significant problems relating to the administrative or financial aspects of the Grant, or any suspected misconduct or malfeasance related to the Grant or Sub-Grantee. The Sub-Grantee will inform the Commission official about the corrective action taken or contemplated by the Sub-Grantee and any assistance needed to resolve the situation.

C2-B FINANCIAL MANAGEMENT STANDARDS

- 2.B.1 **General** - The Sub-Grantee shall maintain financial management systems that include standard accounting practices, sufficient internal controls, a clear audit trail and written cost allocation procedures, as necessary. Financial management systems shall be capable of distinguishing expenditures attributable to this Grant from expenditures not attributable to this Grant. The systems shall be able to identify costs by programmatic year and by budget category and to differentiate between direct and indirect costs or administrative costs. For further details about the Sub-Grantee's financial management responsibilities, refer to OMB Circular A-102 and its implementing regulations (45 C.F.R.§2541) or A-110 and its implementing regulations (45 C.F.R.§2543), as applicable.
- 2.B.2 **Consistency of Treatment** - To be allowable under an award, costs shall be consistent with policies and procedures that apply uniformly to both federally financed and other activities of the organization. Furthermore, the costs shall be accorded consistent treatment in both federally financed and other activities, as well as between activities, supported by different sources of federal funds.
- 2.B.3 **Consultant Services** - Payments to individuals for consultant services under this Grant will not exceed \$540.00 per day (exclusive of any indirect expenses, travel, supplies and so on).
- 2.B.4 **Audits** - The Sub-Grantee shall adhere to the Audit requirements as stated in Section 11 Audits of these terms and conditions.



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C2-C THE OFFICE OF INSPECTOR GENERAL

The Corporation's Office of Inspector General (OIG) conducts and supervises independent and objective audits, evaluations, and investigations of Corporation programs and operations. Based on the results of these audits, reviews, and investigations, the OIG recommends policies to promote economy and efficiency and to prevent and detect fraud, waste, and abuse in the Corporation's programs and operations. The OIG also conducts and supervises audits of Corporation Grantees (Commission), as well as legislatively mandated audits and reviews. The audits of a Commission may include testing and procedures at the Sub-Grantee level. The legislatively mandated audits include the annual financial statement audit, and fulfilling the requirements of the Government Information Security Reform Act and its successor, the Federal Information Security Management Act. A risk-based approach, along with input received from Corporation management, is used to select grantees and grants for audit. The OIG hires private audit firms to conduct some of its audits. The OIG audit staff is available to discuss its audit function, and can be reached at (202) 606-9390. The OIG is available to offer assistance to a Commission that becomes aware of suspected criminal activity in connection with the AmeriCorps program. Grantees should immediately contact OIG when they first suspect that a criminal violation has occurred. The OIG investigative staff is available to provide guidance and ensure that the appropriate law enforcement agency is notified, if required. The OIG may be reached by email at hotline@cnsoig.gov or by telephone at (800) 452-8210. Following notification to OIG, grantees should also inform the respective program and grants officers of the facts and circumstances surrounding these incidents.

C2-D SAFETY

The Sub-Grantee shall institute safeguards as necessary and appropriate to ensure the safety of members. Members may not participate in projects that pose undue safety risks.

C2-E NON-DISCRIMINATION PUBLIC NOTICE AND RECORDS COMPLIANCE

- 2.E.1 Public Notice of Nondiscrimination** - The Sub-Grantee shall notify members, community beneficiaries, applicants, Program staff, and the public, including those with impaired vision or hearing, that it operates its program or activity subject to the nondiscrimination requirements of the applicable statutes. The notice shall summarize the requirements, note the availability of compliance information from the Commission or Sub-Grantee and the Corporation, and briefly explain procedures for filing discrimination complaints with the Corporation. Sample language is:

It is against the law for organizations that receive federal financial assistance from the Corporation for National and Community Service to discriminate on the basis of race, color, national origin, disability, sex, age, political affiliation, or, in most cases, religion. It is also unlawful to retaliate against any person who, or organization that, files a complaint about such discrimination. In addition to filing a complaint with local and state agencies that are responsible for resolving discrimination complaints, you may bring a complaint to the attention of the Corporation for National and Community Service. If you believe that you or others have been discriminated against, or if you want more information, contact:

(Name, address, phone number – both vice and TTY, and preferably toll free - FAX number, and e-mail address of the grantee) or



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Office of Civil Right and Inclusiveness
Corporation for National and Community Service
1201 New York Avenue, NW
Washington, D.C. 20525
(202) 606-7503 (voice); (202) 565-2799 (TTY)
(202) 565-3465 (FAX); eo@cns.gov (e-mail)

The Sub-Grantee shall include information on civil rights requirements, complaint procedures and the rights of beneficiaries in member contracts, handbooks, manuals, pamphlets, and post in prominent locations, as appropriate. The Sub-Grantee shall also notify the public in recruitment material and application forms that it operates its program or activity subject to the nondiscrimination requirements. Sample language, in bold print, is "This program is available to all, without regard to race, color, national origin, disability, age, sex, political affiliation, or, in most instances, religion." Where a significant portion of the population eligible to be served needs services or information in a language other than English, the Sub-Grantee shall take reasonable steps to provide written material of the type ordinarily available to the public in appropriate languages.

- 2.E.2 **Records and Compliance Information** - The Sub-Grantee shall keep records and make available to the Commission and/or the Corporation timely, complete and accurate compliance information to allow the Commission and/or the Corporation to determine if the Sub-Grantee is complying with the civil rights statutes and implementing regulations. Where a Sub-Grantee extends federal financial assistance to program Sub-Grantees, the program Sub-Grantees shall make available compliance information to the Sub-Grantee so it can carry out its civil rights obligations.
- 2.E.3 **Obligation to Cooperate** - The Sub-Grantee shall cooperate with the Commission and/or the Corporation so that the Corporation can ensure compliance with the civil rights statutes and implementing regulations. The Sub-Grantee shall permit access by the Commission and/or the Corporation during normal business hours to its books, records, accounts, staff, members, facilities, and other sources of information as may be needed to determine compliance.

C2-F GRANT PRODUCTS

- 2.F.1 **Sharing Grant Products** – To the extent practical, the Sub-Grantee agrees to make products produced under the grant available at the cost of reproduction to others in the field.
- 2.F.2 **Acknowledgment of Support** - Publications created by members or grant-funded staff shall be consistent with the purposes of the grant. The AmeriCorps logo may be included on such documents. The Sub-Grantee is responsible for assuring that the following acknowledgment and disclaimer appears in any external report or publication of material based upon work supported by this grant.

"This material is based upon work supported by the Corporation for National and Community Service under AmeriCorps Grant No. _____. Opinions or points of view expressed in this document are those of the authors and do not necessarily reflect the official position of, or a



AMERICORPS*TEXAS PROVISIONS

General Provisions

position that is endorsed by, the Corporation or the AmeriCorps Program."

C2-G SUSPENSION OR TERMINATION OF GRANT

Regulations related to the Corporation's authority to suspend or terminate this grant are contained in 45 CFR § 2540.400. Terms and conditions regarding Commission authority on Enforcement and Termination are found in Section 14 of this grant award.

C2-H FIXED AMOUNT AWARD (Education Award Program Only)

EAP awards are for fixed amounts. The fixed federal assistance amount of the grant is based on the approved and awarded number of fulltime equivalent members (MSYs) specified in the award. The final award amount that the Sub-Grantee may retain is dependent upon the Sub-Grantee's notifying the Commission of the members it has selected (subject to the number of members allotted to the Sub-grantee as specified in the award). All such members shall carry out activities to achieve the specific approved project objectives. At closeout, the commission will calculate the final amount of the grant based on enrollment information recorded in the designated reporting system. The Commission will recover any amounts drawn down by the Sub-Grantee in excess of the final grant amount allowed based on member selection documentation to the Trust.

C2-I TRAFFICKING IN PERSONS

This grant is subject to requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104).

2.I.1 Provisions applicable to a recipient that is a private entity.

I.1.a You as the Sub-Grantee, your employees, program sub-grantees under this grant, and program sub-grantee employees may not:

- i. Engage in severe forms of trafficking in persons during the period of time that the grant is in effect;
- ii. Procure a commercial sex act during the period of time that the grant is in effect;
- iii. or use forced labor in the performance of the grant or sub-grants under the grant.

I.1.b We as the awarding agency may unilaterally terminate this grant, without penalty, if you or a program sub-grantee that is a private entity:

- i. Is determined to have violated a prohibition in paragraph J.1.a of this grant term or
- ii. Has an employee who is determined by the agency official authorized to terminate the grant to have violated a prohibition paragraph J.1a of this grant term through conduct that is either
 - a. associated with performance under this grant; or
 - b. imputed to the sub-grantee using the standards and due process for imputing conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR 2200.



AMERICORPS*TEXAS PROVISIONS

General Provisions

- 2.1.2 Provisions applicable to a Sub-Grantee other than a private entity. We as the Federal awarding agency may unilaterally terminate this grant, without penalty, if a Sub-Grantee that is a private entity –
- i. Is determined to have violated a prohibition in paragraph J.1.a of this grant term or
 - ii. Has an employee who is determined by the agency official authorized to terminate the grant to have violated a prohibition paragraph J.1a of this grant term through conduct that is either
 - a. associated with performance under this grant; or
 - b. imputed to the Sub-Grantee using the standards and due process for imputing conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR 2200.
- 2.1.3 Provisions applicable to any Sub-Grantee.
- 1. You shall inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph 2 J.1 of this grant term.
 - 2. Our right to terminate unilaterally that is described in paragraph J.1b or 2.J.2 of this section:
 - a. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - b. Is in addition to all other remedies for noncompliance that are available to us under this grant.
 - 3. You shall include the requirements of paragraph 2 J.1 of this grant term in any subgrant you make to a private entity.
- 2.1.4 Definitions. For purposes of this grant term:
- 1. "Employee" means either:
 - i. An individual employed by you or a program Sub-Grantee who is engaged in the performance of the project or program under this grant; or
 - ii. Another person engaged in the performance of the project or program under this grant and not compensated by you including, but not limited to, a volunteer or individual whose service are contributed by a third part as an in-kind contribution toward cost sharing or matching requirements.
 - 2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - 3. "Private entity":
 - a. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - b. Includes:
 - i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).



AMERICORPS*TEXAS PROVISIONS
General Provisions

- ii. A for-profit organization.
- 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).



Grant Program Civil Rights and Non-Harassment Policy

The Corporation for National and Community Service (CNCS) has zero tolerance for the harassment of any individual or group of individuals for any reason. CNCS is committed to treating all persons with dignity and respect. CNCS prohibits all forms of discrimination based upon race, color, national origin, gender, sexual orientation, religion, age, disability, political affiliation, marital or parental status, or military service. All programs administered by, or receiving Federal financial assistance from CNCS, must be free from all forms of harassment. Whether in CNCS offices or campuses, in other service-related settings such as training sessions or service sites, or at service-related social events, such harassment is unacceptable. Any such harassment, if found, will result in immediate corrective action, up to and including removal or termination of any CNCS employee or volunteer. Recipients of Federal financial assistance, be they individuals, organizations, programs and/or projects are also subject to this zero tolerance policy. Where a violation is found, and subject to regulatory procedures, appropriate corrective action will be taken, up to and including termination of Federal financial assistance from all Federal sources.

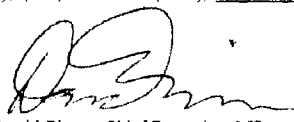
Slurs and other verbal or physical conduct relating to an individual's gender, race, ethnicity, religion, sexual orientation or any other basis constitute harassment when it has the purpose or effect of interfering with service performance or creating an intimidating, hostile, or offensive service environment. Harassment includes, but is not limited to: explicit or implicit demands for sexual favors; pressure for dates; deliberate touching, leaning over, or cornering; offensive teasing, jokes, remarks, or questions; letters, phone calls, or distribution or display of offensive materials; offensive looks or gestures; gender, racial, ethnic, or religious baiting; physical assaults or other threatening behavior; or demeaning, debasing or abusive comments or actions that intimidate.

CNCS does not tolerate harassment from anyone including persons of the same or different races, sexes, religions, or ethnic origins; or from a CNCS employee or supervisor; a project, or site employee or supervisor; a non-employee (e.g., client); a co-worker or service member.

I expect supervisors and managers of CNCS programs and projects, when made aware of alleged harassment by employees, service participants, or other individuals, to immediately take swift and appropriate. CNCS will not tolerate retaliation against a person who raises harassment concerns in good faith. Any CNCS employee who violates this policy will be subject to discipline, up to and including termination, and any grantee that permits harassment in violation of this policy will be subject to a finding of noncompliance and administrative procedures that may result in termination of federal financial assistance from CNCS and all other federal agencies.

Any person who believes that he or she has been discriminated against in violation of civil rights laws, regulations, or this policy, or in retaliation for opposition to discrimination or participation in discrimination complaint proceedings (e.g., as a complainant or witness) in any CNCS program or project, may raise his or her concerns with our Office of Civil Rights and Inclusiveness (OCRI). Discrimination claims not brought to the attention of OCRI within 45 days of their occurrence may not be accepted in a formal complaint of discrimination. No one can be required to use a program, project or sponsor dispute resolution procedure before contacting OCRI, and if another procedure is used, it does not affect the 45-day time limit. OCRI may be reached at (202) 606-7503 (voice), (202) 606-3472 (TTY), ocri@cncs.gov, or through www.nationalservice.gov.

10/31/2007
Date


David Eisner, Chief Executive Officer



1201 New York Avenue N.W. • Washington, DC 20525
202-606-5000 • www.nationalservice.gov
Senior Corps • AmeriCorps • Learn and Serve America


The President's Call to Service



August 1, 2008

Samuel T. Biscoe
Travis County Department of Human Services
Travis County CAPITAL AmeriCorps Project
P.O. Box 1748
Austin, TX 78767-1748

Mr. Biscoe,

This letter is not a notice or guarantee of funding. This letter is to notify you that OneStar has approved your 2008-2009 continuation application for negotiation of an award pending acceptance of any "Application Correction Items. Your Program funding and member limits are:

Grant Type	REQUESTED	APPROVED
	Year 3 of 3	Year 3 of 3
CNCS Share	\$242,119	Maximum of \$232,435
Grantee Share	\$230,886	Minimum of \$230,886
Cost per Member Term of Service (MSY)	\$14,527	OneStar Approval upon Budget Adjustments
Member Slots	22.0	Not to exceed 22.0
MSYs	16.0	Not to exceed 16.0

All negotiation items and budget changes must be satisfactorily addressed before submission to CNCS. Please note the following dates:

May 30th – June 4th:	<i>Negotiation conference calls will occur. Contact Farleshia Green 512.473.2040 with any questions regarding the time of your call.</i>
May 30th – June 12th:	<i>Work with your program coordinator to make the necessary application clarifications and negotiations changes. Some clarifications and negotiations may need to be made in the application as you enter it in eGrants.</i>
June 13th @ 4:00 pm CST:	<i>Continuation applications due in eGrants – this includes all application clarification and negotiation items. Application not corrected and entered in eGrants by this time will not be submitted for funding.</i>
June 16-17th:	<i>OneStar final review of budget and applications in eGrants for submission to CNCS.</i>

Awards for Formula Continuation applications are contingent on authorization by CNCS. OneStar expects to receive this notification in mid July. **Please remember that you may not begin 2008-2009 activities against this grant until the grant is actually awarded.** Please let your Program Coordinator know if you have any questions.

/s/ Ariel Romell
Grants Management

Cc: John Bradshaw john.bradshaw@co.travis.tx.us
Lillianne Goeters l-goeters@tamu.edu
Amy Park, Program Coordinator, at extension 225

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National Service Initiative: Formula Continuation Request 2008-2009

APPLICATION NEGOTIATIONS & CLARIFICATIONS

OVERVIEW

The following information represents items that have been identified for correction or improvement during the staff review of your 2008-2009 continuation application.

Should you have any questions regarding information presented on this document, please contact your program coordinator.

All changes must be made and finalized in eGrants by **June 13, 2008 at 4:00 pm CST** for OneStar final approval. Your Program Coordinator will review your changes and may ask for clarification. Any items not resolved by this date may cause a continuation application to not be submitted to CNCS for 2008-2009 funding.

Legal Applicant Name
Program Name

Travis County Department of Human Services
Travis County CAPITAL AmeriCorps Project

NEGOTIATIONS & CLARIFICATIONS

- **Budget Corrections** Will the program evaluation be conducted internally or externally?
 - Texas A+ M will provide an external evaluation of the Travis County AmeriCorps program.
 - Accepted - Pass on Further Review (CR 6/17/08)
- **Budget Corrections** Please provide a breakdown and clarification for all items listed in section (e) of supplies with the amount totaling \$20,000.
 - The Travis County CAPITAL AmeriCorps Project makes hundreds of supply purchases during the program year. These fall into four broad categories: arts and crafts supplies (paint, construction paper, beads, modeling clay, fabric, yarn, ribbon, balloons, crayons, stickers, etc); science related supplies (a wide range of supplies related to chemistry, biology, math, animal science, geology, electricity, solar energy, rocketry, engineering, food science, and physics); snacks for program participants; and miscellaneous (first aid kits, film processing, trash bags, cleaning supplies, office supplies, copying, batteries, extension cords, etc.)
 - Accepted - Pass on Further Review (CR 6/17/08)
- **Budget Corrections** In section (f), have you previously received CNCS approval for bookkeeping services in Section I?
 - Bookkeeping services is included in the 2007-2008 approved budget. To simplify record keeping, Travis County would like to delete bookkeeping from the 2008-2009 budget.
 - Accepted - Pass on Further Review (CR 6/17/08)

CONTINUOUS IMPROVEMENT ISSUES (FROM 2006-2008)

The following are areas that you were expected to address in the previous year(s). Failure to address these continuous improvement issues may affect funding in future budget period(s).

PERFORMANCE MEASURES:

- None



National Service Initiative: Formula Continuation Request 2008-2009

APPLICATION NEGOTIATIONS & CLARIFICATIONS

OUTSTANDING CONTINUOUS IMPROVEMENT ISSUE(S):

- None

FYI – UPCOMING DATES

PRIOR TO NOGA

Before your Notice of Grant Award (NoGA) will be released to you, you are required to comply with the required "Start-up Document Review" and a "Pre-Award Risk Assessment." Remember, reimbursements will not be processed until OneStar has a fully executed Notice of Grant Award on file.

START-UP DOCUMENTS:

For your 2008-2009 program year, OneStar will collect and review start-up documents as in years past. These documents include:

- Member Timesheet
- Member Application
- Member Contract (including the member position description)

The due date for these is no later than 30 days after your 2008-2009 budget period start date but before the start of your members. A Notice of Grant Award will not be released to your program until these documents have been submitted and approved. Submit all documents to your program coordinator.

PRE-AWARD RISK ASSESSMENT

As in years past, all continuation programs will be required to submit any changes from the previous year's pre-award risk assessment. Changes and updates are due to OneStar ten (10) business days prior to your program's start date. A reminder will be sent out this summer. Failure to comply with the pre-award risk assessment request in a timely manner could jeopardize your ability to receive AmeriCorps funding.

Your OneStar contact for pre-award risk assessment is Chris Riley at 512.287.2061 or ChrisR@onestarfoundation.org.

These documents may be found at this site:

http://www.onestarfoundation.org/site/PageServer?pagename=pathways_funding_public_nsi_rfp06



**TRAVIS COUNTY HEALTH and HUMAN SERVICES
and VETERANS SERVICE
100 North I.H. 35
P. O. Box 1748
Austin, Texas 78767**

**Sherri E. Fleming
Executive Manager
(512) 854-4100
Fax (512) 854-4115**

DATE: June 10, 2008
TO: OneStar Foundation
FROM: Travis County Health and Human Services and Veterans Service
Travis County CAPITAL AmeriCorps Project
SUBJECT: Responses to Issues Raised in Negotiation Letter

Negotiations and Clarifications

Q: Will the program evaluation be conducted internally or externally?

A: Texas A+ M will provide an external evaluation of the Travis County AmeriCorps program.

Please provide a breakdown and clarification for all items listed as supplies with the amount totaling \$20,000.

The Travis County CAPITAL AmeriCorps Project makes hundreds of supply purchases during the program year. These fall into four broad categories: arts and crafts supplies (paint, construction paper, beads, modeling clay, fabric, yarn, ribbon, balloons, crayons, stickers, etc); science related supplies (a wide range of supplies related to chemistry, biology, math, animal science, geology, electricity, solar energy, rocketry, engineering, food science, and physics); snacks for program participants; and miscellaneous (first aid kits, film processing, trash bags, cleaning supplies, office supplies, copying, batteries, extension cords, etc.)

Q: Have you previously received CNCS approval for bookkeeping services in Section I?

A: Bookkeeping services is included in the 2007-2008 approved budget. To simplify record keeping, Travis County would like to delete bookkeeping from the 2008-2009 budget.

From: "Amy Park" <Amy@onestarfoundation.org>
To: "John Bradshaw" <John.Bradshaw@co.travis.tx.us>
Date: 6/5/2008 3:31 PM
Subject: RE: Budget question

John-

This sounds fine. If the match share decreases significantly - we'll want more details on why.

Amy Park

-----Original Message-----

From: John Bradshaw [mailto:John.Bradshaw@co.travis.tx.us]
Sent: Thursday, June 05, 2008 9:36 AM
To: Amy Park
Subject: Budget question

Amy,

I am entering Travis County's 2008-2009 budget for AmeriCorps into eGrants. Can I make any changes from the budget submitted on 3/31? The Corporation Share and Cost per MSY will remain the same. AmeriCorps staff member Michael Williams has left and Christina Vazquez, his replacement, has come in at a different salary. Also, I have received operating expenses for April and May that allow me to better predict the Grantee Share of these expenses for the next program year. Thank you.

John

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GRANT SUMMARY SHEET

Check One:	Application Approval: <input type="checkbox"/>	Contract Approval: <input checked="" type="checkbox"/>	Status Report: <input type="checkbox"/>
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Department/Division:	Juvenile Probation Department/Assessment Center
Contact Person:	Michael Williams
Title:	Financial Analyst
Phone Number:	(512) 854-7011

Grant Title:	Juvenile Accountability Block Grant (JABG)-Local Funds- Juvenile Assessment Center Grant		
Grant Period:	From:	8/1/08	To: 7/31/09
Grantor:	Office of the Governor's Criminal Justice Division		

Check One:	New: <input type="checkbox"/>	Continuation: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	One-Time Award: <input type="checkbox"/>	Ongoing Award: <input checked="" type="checkbox"/>	
Type of Payment:	Advance: <input type="checkbox"/>	Reimbursement: <input checked="" type="checkbox"/>	

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	County Match	In-Kind	TOTAL
Personnel:	\$55,382			\$8,988		\$64,379
Operating:	\$23,922					\$23,922
Capital Equipment:						
Indirect Costs:	\$1,585					\$1,585
Total:	\$80,889	0	0	\$8,988	0	\$89,877
FTEs:	1			.5		1.5

Performance Measures Applicable Depart. Measures	Projected FY 08 Measure	Progress To Date:				Projected FY 09 Measure
		12/31/08	3/31/09	6/31/09	9/30/09	
Total substance abuse assessments (Comprehensive Assessment Severity Inventories-CASIs) administered	1190	N/A	N/A	N/A	N/A	1159
Number and percent of assessed youth needing substance abuse treatment and/ or prevention	984 and 82%	N/A	N/A	N/A	N/A	984 and 85%
Number and percent of juveniles referred and/ or participating in substance abuse treatment/education	689 and 70%	N/A	N/A	N/A	N/A	636 and 65%
Measures For Grant						
Number or sources used in assessment process	3	N/A	N/A	N/A	N/A	3

Number and percent of assessment staff with specialized training	9 and 100%	N/A	N/A	N/A	N/A	9 and 100%
Average time in hours from first justice contact for current offense to youth screening	1 hour	N/A	N/A	N/A	N/A	1 hour
Number of youth fully assessed using risk and needs assessments	1190	267	N/A	N/A	N/A	1159
Number and percent of assessed youth needing substance abuse treatment and/ or prevention	984 and 82%	160 and 60%	N/A	N/A	N/A	984 and 85%
Number and percent of times services identified through youth assessment are actually received by the assessed youth	689 and 70%	102 and 64%	N/A	N/A	N/A	636 and 65%

Auditor's Office Contract Approval: ☒

Staff Initials: _____

Auditor's Office Comments:

PBO Recommendation:

Juvenile Probation is requesting Commissioners Court approval of a grant contract for the Juvenile Assessment Center with the Office of the Governor, Criminal Justice Division. This grant is for \$80,889 and requires a \$8,988 match that is met internally by the department through the funding of a Chemical Dependency Counselor position. These funds will augment other assessment center funding and provides juveniles with a comprehensive Adolescent Severity Inventory (substance abuse), a mental status examination and screening for developmental disabilities.

This is the continuation of an existing grant that was first approved in FY 99. The grant does not require the service level be continued after termination of the grant cycle. PBO recommends approval of this request.

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

The Juvenile Accountability Block Grant may be used on various prescribed purpose areas related to juvenile justice. This application request funds to augment the existing Juvenile Assessment Center that provides juveniles a Comprehensive Adolescent Severity Inventory (substance abuse screening and assessment), a mental status examination, and screening for developmental disabilities.

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.

The 10% match will be allocated from a Juvenile Assessment Center Coordinator position that is designated as an Assessment Center staff person and is funded 100% through the General Fund. No additional general fund dollars are needed to meet the match requirement.

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

A 2% indirect cost of \$1,585 has been included.

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

The Department intends to request subsequent year continuation funding for the Juvenile Assessment Center through proposals submitted to the Federal and State government, as well as private foundations. As previously presented to the Court, the County will have the opportunity

to consider investment in the assessment center as well as other areas of Substance Abuse Services.

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.

The Juvenile Assessment Center will continue to improve systems of screenings and assessments which result in more appropriate treatment placement.

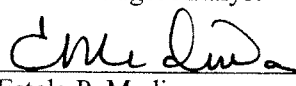


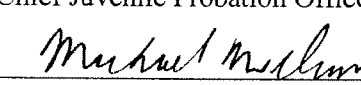
TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

ESTELA P. MEDINA
Chief Juvenile Probation Officer

ADMINISTRATIVE SERVICES
COURT SERVICES
DETENTION SERVICES
PROBATION SERVICES
RESIDENTIAL SERVICES
SUBSTANCE ABUSE SERVICES
DOMESTIC RELATIONS OFFICE
JUVENILE JUSTICE
ALTERNATIVE EDUCATION
PROGRAM

TO: Travis Gatlin, PBO
Senior Budget Analyst

FROM: 
Estela P. Medina
Chief Juvenile Probation Officer

THROUGH: 
Michael Williams
Financial Analyst

SUBJECT: **FY09 Juvenile Assessment Center Continuation Grant Award**
Juvenile Accountability Block Grant (JABG)-Local Funds

DATE: August 13, 2008

We are pleased to inform you that Juvenile Probation has been awarded a continuation grant from the Governor's Office Criminal Justice Division- Juvenile Accountability Block Grant (JABG)-Local Fund Grant. Based on an annual calculation of juvenile crime data in Travis County, the Juvenile Probation Department has been awarded \$80,889 with a County match of \$8,988. The funding supplements the Department's Juvenile Assessment Center, which provides juveniles a Comprehensive Adolescent Severity Inventory (substance abuse screening and assessment), a mental status examination, and screening for developmental disabilities.

Please review this item and place it on the Commissioner's Court agenda on Tuesday, **August 26, 2008**. If you have any questions, please contact me directly via email or by phone (ext. 4-7011). Thank you in advance for your attention to this request.

CC: Jim Connolly
Dede Bell
Barbara Swift
Gail Penney-Chapmond
Melissa Long
Sylvia Mendoza
Michael Williams
Grant File





State of Texas
Office of the Governor
Criminal Justice Division

Rick Perry
Governor

August 08, 2008

The Honorable Samuel Biscoe
County Judge
PREVIEW - Travis County - PREVIEW -
2515 South Congress Avenue
Austin, Texas 78704

Dear Judge Biscoe:

Congratulations on your award! To activate your agency's grant, the Authorized Official must log on to eGrants at <https://cjdonline.governor.state.tx.us> and go to the 'My Home' tab. In the 'Project Status' column, locate the application that is in 'Pending Acceptance of Award' status. Click on the grant number and proceed to the 'Accept Award' tab. From this tab, click on the 'Accept' button.

Be sure to review the attached memo for a quick overview of general items every grantee should be aware of. You can also find more detailed information on the eGrants website including helpful resources, links, and tools needed to properly administer CJD grants; an eGrants Users Guide; and the new Guide to Grants containing answers to questions frequently asked by grantees. The Public Policy Research Institute (PPRI) at Texas A&M University will send a detailed information packet to the Project Director containing progress reporting forms and instructions on completing and submitting those forms.

I hope you continue to find the online environment of eGrants to be a positive experience. We are continually improving the efficiency of processes so that you can dedicate your time to the priorities of service within your communities. We look forward to working with you to ensure the success of your program.

Sincerely,

A handwritten signature in black ink, appearing to read "Ken C. Nicolas".

Ken C. Nicolas
Executive Director

OFFICE OF THE GOVERNOR
CRIMINAL JUSTICE DIVISION
STATEMENT OF GRANT AWARD

Grant Number: JB-07-XXX-13391-10
Program Fund: JB-16.523 Juvenile Accountability Incentive Block Grants (JABG)
Grantee Name: PREVIEW - Travis County - PREVIEW -
Project Title: Juvenile Assessment Center
Grant Period: 08/01/2008 - 07/31/2009
Liquidation Date: 10/29/2009
Date Awarded: 08/08/2008
CJD Grant Manager: Mary Hightower

CJD Award Amount:	\$80,889.00
Grantee Cash Match:	\$8,988.00
Grantee In Kind Match:	\$0.00
Total Project Cost:	\$89,877.00

The Statement of Grant Award is your official notice of award from the Governor's Criminal Justice Division (CJD). The approved budget is reflected in the Budget/Details tab for this record in eGrants. The grantee agrees to comply with the provisions of the Governor's Criminal Justice Division's rules in Title I, Part I, Chapter 3, Texas Administrative Code in effect on the date the grant is awarded. By clicking on the 'Accept' button within the 'Accept Award' tab, the grantee accepts the responsibility for the grant project and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Condition(s) of Funding and Other Fund-Specific Requirement(s):

1



State of Texas
Office of the Governor
Criminal Justice Division

Rick Perry
Governor

Memorandum

To: CJD Grant Recipients
From: Angie Martin, Director of Programs and Grant Administration
Contact: (512) 463-1919
Re: Grantee Responsibilities
Date Awarded: August 08, 2008

Congratulations on your grant award from Governor Rick Perry's Criminal Justice Division (CJD). It is important to make you aware of a few things to consider as you implement strategies to successfully manage your program. For more information and resources, refer to the Grant Resources section of eGrants available online at <https://cjdonline.governor.state.tx.us/>:

Financial Reporting – Financial Status Reports will be submitted to CJD via eGrants. Financial Status Reports may be submitted monthly but must be submitted at least quarterly. Financial Status Reports are due after each calendar quarter, regardless of when the grant was awarded. Due dates are:

April 22 (January-March quarter)
July 22 (April-June quarter)
October 22 (July-September quarter)
January 22 (October-December quarter)

The final Financial Status Report should be submitted to CJD on or before the grant liquidation date or funds will lapse and CJD will provide them as grants to others who need the funding.

Payment Authorization – Payments will be generated based on expenditures reported in the Financial Status Reports. Upon CJD approval of the Financial Status Report, a payment will be issued through direct deposit or a state warrant.

Generated Program Income – Any income generated as a direct result of the grant activities should be reported to CJD through the Financial Status Report and grant adjustment processes. Program income should be expended prior to seeking payments from CJD. Program income must be accounted and used for the purposes of the grant activities as awarded.

Grant Funded Personnel – Staff whose salaries are supported by this award should be made aware that continued funding is contingent upon the availability of appropriated funds as well as the outcome of the annual application review conducted by CJD.

Project Changes – Grantees may submit a request for grant adjustment via eGrants for any proposed budgetary or programmatic changes, including updating contact information for grant officials.

Equipment – Equipment purchased with grant funds should be used for the purpose of the grant and as approved by CJD. An inventory report should be kept on file containing all equipment purchased with any grant funds during the grant period. This report must agree with the approved grant budget and the final Financial Status Report.

Fidelity Bond – Each nonprofit corporation receiving funds from CJD will obtain and have on file a blanket fidelity bond that indemnifies CJD against the loss and/or theft of the entire amount of grant funds. The fidelity bond should cover at least the CJD grant period.

Required Notifications – Grantees should immediately notify CJD in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. Grantees shall notify the local prosecutor's office of any possible criminal violations. Grantees should immediately notify CJD in writing if a project or project personnel become involved in any litigation, whether civil or criminal, and the grantee must immediately forward a copy of any demand notices, subpoenas, lawsuits, or indictments to CJD. If a federal or state court or administrative agency renders a judgment or order finding discrimination by a grantee based on race, color, national origin, sex, age, or handicap, the grantee agrees to immediately forward a copy of the judgment or order to CJD.

Project Effectiveness – Grantees should regularly evaluate the effectiveness of their projects. This includes a reassessment of project activities and services to determine whether they continue to be effective. Grantees must show that their activities and services effectively address and achieve the project's stated purpose.

Programmatic Reporting – Grantees will submit required reports regarding grant information, performance, and progress towards goals and objectives in accordance with the instructions provided by CJD, or its designee. To remain eligible for funding, the grantee must be able to show the scope of services provided and the impact and quality of those services.

Monitoring – Grantees should readily make available to CJD or its agents all requested records. CJD may make unannounced monitoring visits at any time. The grantee should make every effort to resolve all issues, findings, or actions identified by CJD within the time frame specified by CJD.

Audit Requirements – Grantees expending over \$500,000 in state or federal grant funds during the fiscal year are subject to the Single Audit requirements set forth in OMB Circular No. A at <http://www.whitehouse.gov/omb/circulars/index.html> and the State Single Audit Circular issued under the Uniform Grant Management Standards (UGMS) at <http://www.governor.state.tx.us/divisions/stategrants/guidelines>. Grantees should submit to CJD copies of the results of any single audit conducted in accordance with OMB Circular No. A-133 at <http://www.whitehouse.gov/omb/circulars/index.html> or in accordance with the State Single Audit Circular issued under UGMS, within 30 calendar days after the grantee receives the audit results or nine months after the end of the audit period, whichever is earlier.

Supplanting – Awarded funds should be used to supplement existing funds for program activities and not replace (supplant) funds that have been appropriated for the same purpose. Grant monitors and auditors will look for potential supplanting during reviews. Violations may result in a range of penalties, including suspension of future funds, suspension or debarment from receiving federal or state grants, recoupment of monies provided under the grant, and civil and/or criminal penalties. Please contact us if you have any questions about supplanting.

Conflict of Interest – Grantees should have in place established 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.

Contracting and Procurement – Grantees should follow their established policy and best practices for procuring goods and/or services with grant funds. Contracts should be routinely monitored for delivery of services and/or goods. When a contractual or equipment procurement is in excess of \$100,000, grantees will submit a Procurement Questionnaire <http://www.governor.state.tx.us/divisions/cjd/formsapps/view> to CJD for approval prior to procurement.

Travel – Grantees should follow their established policies and good fiscal stewardship related to travel expenses. If the grantee does not have established policies regarding in-state and out-of-state travel, grantee will use the travel guidelines established for state employees.

Uniform Crime Reporting – Local units of governments receiving funds from CJD should comply with all requirements for uniform crime reporting and will ensure that prompt reporting will remain current throughout the grant period.

Limited English Proficiency – Grantees should take reasonable steps to ensure that persons with limited English proficiency have meaningful access to services. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. Additional information on this requirement can be found at <http://www.jep.gov>.

Law Enforcement Programs – Law enforcement programs receiving funds from CJD must be in compliance with all rules developed by the Texas Commission on Law Enforcement Officer Standards and Education.

Agency Name: Travis County

Grant/App: 1339110 **Start Date:** 8/1/2008 **End Date:** 7/31/2009

Project Title: Juvenile Assessment Center

Status: Pending AO Acceptance of Award

Regulatory Information

Introduction

The Criminal Justice Division (CJD) publishes funding opportunities, known as **Requests for Applications (RFA)**, through the Texas Secretary of State. Click [here](#) to visit the Secretary of State's website to locate the RFAs in the appropriate Texas Register issue.

In addition, CJD requires all applicants and grantee organizations to adhere to the *Texas Administrative Code (TAC)* as adopted. Click [here](#) to view the current TAC, or click [here](#) to view the previous versions of the TAC.

Submission Process

When applying for a grant pursuant to an **RFA** published in the *Texas Register* by CJD, applicants must submit their applications according to the requirements provided in the **RFA**. CJD may also consider applications for grants that are not submitted pursuant to an **RFA**. Applicants will be selected in accordance with *1 TAC*, §3.7.

Selection Process

All applications submitted to CJD are reviewed for eligibility, reasonableness, availability of funding, and cost-effectiveness. For applications submitted pursuant to an **RFA**, the executive director will select a review group, COG, or other designee to prioritize the applications and submit a priority listing to the executive director, who will render the final funding decision. A review group may include staff members, experts in a relevant field, and members of an advisory board or council. For more information regarding the selection process, see *1 TAC*, §3.7.

Funding Decisions

All grant funding decisions rest completely within the discretionary authority of CJD. The receipt of an application for grant funding by CJD does not obligate CJD to fund the grant or to fund it at the amount requested.

Neither the approval of a project nor any grant award shall commit or obligate CJD in any way to make any additional, supplemental, continuation, or other award with respect to any approved project or portion thereof.

CJD makes no commitment that a grant, once funded, will receive priority consideration for subsequent funding. For more information regarding the application process, see *1 TAC*, §3.7 and 3.9.

Adoptions by Reference

All grantees receiving federal and state funds must comply with the applicable statutes, rules, regulations, and guidelines related to the funding source under which the grant is funded. In instances where both federal and state requirements apply to a grantee, the more restrictive requirement applies. For more information regarding grant funding, see *1 TAC*, §3.19.

Community Plans

Each community, consisting of a single county or a group of counties, must file with a COG a community plan that addresses the community's criminal justice priorities. A community plan should assess local trends and data; identify problems, resources, and priorities; develop effective strategies; and set goals and objectives. For more information regarding community plans, see *1 TAC*, §3.51.

Juvenile Justice and Youth Projects

Applicant Agency Name: Travis County

Project Title: Juvenile Assessment Center

Division or Unit to Administer the Project: Juvenile Probation Department/ Assessment Services Division

Address Line 1: 2515 South Congress Avenue

Address Line 2:

City/State/Zip: Austin Texas 78704

Payment Address Line 1: Post Office Box 1748

Payment Address Line 2:

Payment City/State/Zip: Austin Texas 78767-1748

Start Date: 8/1/2008

End Date: 7/31/2009

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

Agency:

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

Agency:

Title: Ms.

Salutation: Chief

Financial Official

User Name: Susan Spataro

Email: susan.spataro@co.travis.tx.us

Address 1: P.O. Box 1748

Address 1:

City: Austin, Texas 78767

Phone: 512-854-9125 Other Phone:

Fax: 512-854-6640

Agency:

Title: Ms.

Salutation: Ms.

Grant Writer

User Name: Michael Williams

Email: Michael.Williams@co.travis.tx.us

Address 1: 2515 South Congress Avenue

Address 1:

City: Austin , Texas 78704

Phone: 512-854-7011 Other Phone:

Fax: 512-854-7097

Agency:

Title: Mr.

Salutation: Mr.

Grant Vendor Information

The **Grant Vendor** section of the application collects grant payment information for your organization. The following items will be auto-filled from previous data you supplied in eGrants: Organization Type, State Payee Identification Number, and Data Universal Numbering System (DUNS) identifier (if applicable).

Click on the **Save and Continue** button at any time to save the information entered on this page. If you do not click on this button and navigate away from the page, your work will be lost. When you click the **Save and Continue** button, you may receive several error messages that instruct you to complete the required fields. Your data on any given tab will not save to the system until all required fields are complete and correct.


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Direct Deposit

In order to receive payments from CJD, complete the Vendor Direct Deposit Authorization and Application for Payee Identification Number forms which can be downloaded from the Texas Comptroller's [website](https://fmrx.cpa.state.tx.us/fm/forms/index.php) at <https://fmrx.cpa.state.tx.us/fm/forms/index.php> and Form W-9 which can be downloaded from the Internal Revenue Services' [website](http://www.irs.gov/) at <http://www.irs.gov/>. Send these completed and signed forms to the Office of the Governor, Financial Services Division, Post Office Box 12428, Austin, Texas 78711.

Getting Started

On this tab you will notice a certain icon that is displayed.

-  = an **information** icon - this help icon is next to certain items that may need further explanation. Simply click and review the information provided in the pop up window.

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): 17460001922021

Data Universal Numbering System (DUNS):

Payment Address Line 1: Post Office Box 1748

Payment Address Line 2:

Payment City/State/Zip: Austin Texas 78767-1748

Narrative Information

Introduction

The **Narrative** section is the description of your project. It is important that the information you provide about your project is clear and as concise as possible.

Note: All applicants must certify to the eligibility requirements specific to the fund source. The minimum requirements to complete this page are the **Program Requirements, Problem Statement, Supporting Data, Goal Statement,** and **Project Summary** sections. We recommend that you complete any sections applicable to your project to assist in the application review process.

Click on the **Save and Continue** button at any time to save the information entered on this page. If you do not click on this button and navigate away from the page, your work will be lost. When you click the **Save and Continue** button, you may receive several error messages that instruct you to complete the required fields. Your data on any given tab will not save to the system until all required fields are complete and correct.

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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):

0/2000

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:

0/2000

Project Summary:

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

Youth with unidentified special needs have a low success rate of compliance with their rules of probation. Often problems are not identified until adjudication or disposition, many times resulting as an issue of non-compliance or even subsequent incarceration. In FY08, there were 5946 youth referred to the Travis County Juvenile Probation Department for a criminal conviction or citation of probation. In response to this problem, youth physically referred to the Travis County Juvenile Probation Department will receive a Substance Use Survey (SUS) or Global Appraisal of Individual Needs (GAIN) Screening Inventory. When indicated by the SUS, a Comprehensive Assessment Severity Inventory (CASI) or Global Appraisal of Individual Needs (GAIN) is completed by a qualified credential counselor. The assessment will then undergo a multi-disciplinary staffing that will identify the needed services and any additional assessments. The recommendations include service type, service level, provider, and the initial appointment time. The goal of this project is to rapidly identify substance abuse, mental health, and educational needs of youth between the ages of 10 through 16 years old, referred to the Travis County Juvenile Probation Department then expedite linkage to identified services and provide the recommendation to the Court. In meeting its objectives through this program, it was determined that 1030 (45%) youth from the 2301 screenings completed had some substance use involvement. A comprehensive assessment was administered to 1248 youth with 660 being linked to treatment and 332 being linked to education/prevention services.

Project Activities Information

Introduction






The **Project Activities** section of the application gathers information about the type of activities your project will incorporate.

Click on the **Save and Continue** button at any time to save the information entered on this page. If you do not click on this button and navigate away from the page, your work will be lost. When you click the **Save and Continue** button, you may receive several error messages that instruct you to complete the required fields. Your data on any given tab will not save to the system until all required fields are complete and correct.

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Getting Started

On this tab you will be able to edit items that are displayed.

-  = a **pencil** icon - click on this icon to edit your selections.
-  = a **pencil** icon with a **red slash** through it – click on this icon to cancel your edits.
-  = a **red delete** icon – click on this icon to delete the item.
-  = a **diskette** icon - click on this icon to save your work. When this icon appears, it is your queue to save the item that you are working on; otherwise, your data will be lost.
-  = an **information** icon - this help icon is next to certain items that may need further explanation. Simply click and review the information provided in the pop up window.

Reserved

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Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Risk and Needs Assessment	100.00	Youth physically referred to the Travis County Juvenile Probation Department will receive a Substance Use Survey (SUS) Screening Inventory. When indicated by the SUS, a comprehensive Assessment Severity Inventory (CASI) or Global Appraisal of Individual Needs (GAIN) is completed by a qualified counselor. The assessment will then undergo a mulit-disciplinary staffing that will identify the needed services and any additional assessments. The recommendations include service type, service level provider, and the initial appointment time.

Geographic Area:

The geographic area is Travis County, Texas.

Target Audience:

Youth presented to the Travis County Juvenile Probation Department Intake Unit.

Gender:

Male and female youth.

Ages:

Youth between the ages of 10 through 16.

Special Characteristics:

Youth are screened and if indicated, the target group will receive a comprehensive assessment related to substance abuse or mental health problems.

Measures Information

Introduction

The **Project Measures** section of the application collects data to track the performance of your proposed project toward its stated objectives. Output measures demonstrate the level of activity of a project. Outcome measures demonstrate the impact of a project in a targeted area, reflecting the extent to which the goals and objectives of the project have been achieved. Output and outcome measures displayed on this page correspond to activities selected or created on the **Activities** page.





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compose a message and click on the **Save and Continue** button to review. This can be done by typing in the **Notes By Grantee / CJD** message box.

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-  = an **information** icon - this help icon is next to certain items that may need further explanation. Simply click and review the information provided in the pop up window.

Reserved

This section left intentionally blank.

Objective Output Measures

OUTPUT MEASURE	CURRENT DATA	TARGET LEVEL
Number of eligible program youth served using Graduated Sanctions approaches.	1248	1190

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.	397	600
Number of program youth fully assessed using risk and needs assessments.	1248	1190
Number of program youth who reoffend.	641	240
Number of times services identified through youth assessment are actually received by the assessed youth.	714	689

Custom Objective Outcome Measures

CUSTOM OUTCOME MEASURE	CURRENT DATA	TARGET LEVEL
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Documents Information

Introduction


The **Supporting Documentation** section of the application contains general grantee requirements. Please select or enter the appropriate responses in the areas below.

Click on the **Save and Continue** button at any time to save the information entered on this page. If you do not click on this

compose a message on this page for CJD to review. This can be done by typing in the **Notes By Grantee / CJD** message box.

Getting Started

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Primary Mission and Purpose

The purpose of the Juvenile Accountability Block Grant (JABG) Program 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 - \$10,000
- 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.*

Program Requirements

Disproportionate Minority Contact (DMC) – As a condition of federal funding, this project will address the issue of Disproportionate Minority Contact (DMC). DMC may be addressed through implementation of juvenile delinquency prevention efforts and system improvement efforts designed to reduce the disproportionate number of juvenile members of minority groups who come into contact with the juvenile justice system.

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 above.

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**:

1

Enter the number of advisory group members representing **Schools**:

1 Last updated 8-22-08 at 9:30am
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. Applicants who receive Title V funds and have an established Prevention Policy Board may utilize this board's membership to satisfy the requirement of the local JABG Advisory Board, providing that membership meets the minimum requirement of both groups.

Note: The **Local Advisory Board Resolution** section is not applicable to discretionary applicants.

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 in coordination with the Governor's Juvenile Justice Advisory Board to be eligible for funding.

Family Stability – Programs or other initiatives designed to strengthen family support systems in an effort to positively impact the lives of youth and divert them from a path of serious, violent, or chronic delinquency.

Substance Abuse Early Intervention and Prevention – Programs or other initiatives designed to address the use and abuse of illegal and other prescription and nonprescription drugs and the use and abuse of alcohol. Programs or other initiatives include control, prevention, and treatment.

Education – Programs or other initiatives designed to prevent truancy, suspension, and expulsion. School safety programs may include support for school resource officers and law-related education.

Disproportionate Minority Contact (DMC) – Programs or other initiatives designed to address the disproportionate number of juvenile members of minority groups who come into contact with the juvenile justice system.

Justice System Impact – Programs or other initiatives designed to impact offender accountability and/or improve the practices, policies, or procedures within the juvenile justice system.

Gang Prevention – Programs or other initiatives designed to address issues related to juvenile gang activity, including prevention and intervention efforts directed at reducing gang-related activities.

Rural Access – Programs or other initiatives designed to provide prevention, intervention, and treatment services located outside a metropolitan area.

Training – Programs or other initiatives designed to offer specialized training for staff working directly with at-risk youth or juvenile offenders that can positively impact the quality of the services, staff turnover rates, and program stability.

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](http://www.governor.state.tx.us/divisions/cjd/formsapp/view) or can be downloaded from CJD's website at <http://www.governor.state.tx.us/divisions/cjd/formsapp/view>. 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:

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:

Jim Connolly

Enter the Address for the Civil Rights Liaison:

314 W. 11th St., Suite 300 Austin, Texas 78701

Enter the Phone Number for the Civil Rights Liaison [(999) 999-9999]:

512-854-9415

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 Statewide Discretionary Solicitations.

☒ **I certify to all of the above eligibility requirements.**

Problem Statement:

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

Enter your problem statement:

In our Community, youth with unidentified special needs (mental, substance abuse, etc.) have a low success rate of compliance with their rules of probation. Often problems are identified after adjudication or disposition, many times resulting in an issue of non-compliance or even subsequent offenses. Historically, these youth return to Court and are then required to have additional assessments.

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 development of the Juvenile Assessment Center results in youth being screened and assessed for substance abuse and mental health problems prior to adjudication. By accurately assessing youth early in the process, we can direct them to the most appropriate treatment services and reduce the likelihood of re-offending. The Juvenile Assessment Center can rapidly screen and assess referred youth which allow for improved efficiency and reduce the number of youth violating supervision and by identifying underlying substance abuse, mental health, educational, and developmental issues. In FY06, there were 2301 youth referred to the Travis County Juvenile Probation Department for a criminal offense/violation of probation. It was determined that 1030 (45%) youth from the 2301 screenings completed had some substance use involvement. A comprehensive assessment was administered to 1248 youth with 660 being linked to treatment and 337 being linked to other appropriate services.

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:

In the Community Plan, under Juvenile Justice, Problem Statement Number 2 states, "A large number of youth using or abusing substances." The priority associated with this problem statement reads "Priorities will include (1) "continuation of the comprehensive assessment process" and (2) "services for youth with both substance use mental health treatment needs."

Goal Statement:

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

Enter a description for the overall goals and objectives:

To identify and identify substance abuse, mental health, and educational needs of youth referred Travis County Juvenile Probation Department then expedite linkage to identified services and provide the recommendations to the Court.

Juvenile justice projects serving delinquent or at-risk youth, regardless of the funding source, must address at least one of the priorities developed in coordination with the Governor's Juvenile Justice Advisory Board to be eligible for funding. For more information regarding these priorities, see *1 TAC*, §3.53.

Monitoring

CJD will monitor the activities of grantees as necessary to ensure that grant funds are used for authorized purposes in compliance with all applicable statutes, rules, regulations, guidelines, and the provisions of grant agreements, and that grantees achieve grant purposes. Grantees must make available to CJD or its agents all requested records relevant to a monitoring review. For more information regarding monitoring, see *1 TAC*, §3.2601.

Your organization's Texas Payee/Taxpayer ID Number:

17460001922021

Application Eligibility Certify:

Created on:1/3/2008 12:23:43 PM By:Michael Williams

Profile Information

Introduction

The **Profile Details** section collects information about your organization such as the name of your agency and project title, the geographic area your project will serve and information about your grant officials.

Click on the **Save and Continue** button at any time to save the information entered on this page. If you do not click on this button and navigate away from the page, your work will be lost. When you click the **Save and Continue** button, you may receive several error messages that instruct you to complete the required fields. Your data on any given tab will not save to the system until all required fields are complete and correct.

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Email Addresses & Grant Officials Information

Designating Grant Officials Within your Application:


Enter a valid and unique email address for each grant official and click the **Verify Email and Set Official to the Project** button. If you receive an error message regarding an email address, the grant official you are trying to assign to the project has not registered for a user account in eGrants. Please inform the agency's grant official or designee that they must log in to the [eGrants Home Page](#), and register for a user account. If you need technical assistance, please contact the [eGrants Help Desk](#) by email.

Updating Grant Officials on Active Grants:

To reassign a grant official - **Authorized Official, Financial Officer, Project Director, or Grant Writer** - to your grant project, ensure that the new official registers for a user account in eGrants **first**. Next, go to the Request Adjustment tab and check the box indicating you would like to Designate a New Grant Official, provide a brief explanation for the change in the Grant Adjustment Justification box, and then click the 'Create Adjustment Request' button. This will open the Profile Details tab allowing you to make the appropriate changes. After you have entered a valid email address for the new Official, go to the Certify Adjustment tab and click on the 'Certify Adjustment' button to send your request to CJD for review. If your organization is designating a new Authorized Official, check your records to see if a revised Resolution is required. Upload the approved Resolution to your grant project on the 'Summary / Upload Files' sub-tab. If you need technical assistance, please contact the [eGrants Help Desk](#) by email.

Getting Started

On this tab you will notice a certain icon that is displayed.


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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

Except for state agencies, each applicant must provide information related to the resolution from its governing body, such as the city council, county commissioners' court, school board, or board of directors. Please ensure that the resolution approved by your governing body addresses items one through four below.

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]:

10/1/2007

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

9/30/2008

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:

8855825

Enter the amount (\$) of State Grant Funds:

28366413

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:

9/30/2007

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 principles:

- 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 unenumerated in section 1.2(a) in the Certification and Assurances document cited above in the **Introduction**; 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:

Fiscal Capability Information

Introduction

This **Fiscal Capability** section of the application collects information from nonprofit corporations applying for CJD grant funds.

***Note:** If you are NOT a nonprofit corporation, this information is not applicable; therefore, the 'Printer Friendly' version will be blank for all information collected in the Fiscal Capability section.*

Click on the **Save and Continue** button at any time to save the information entered on this page. If you do not click on this button and navigate away from the page, your work will be lost. When you click the **Save and Continue** button, you may receive several error messages that instruct you to complete the required fields. Your data on any given tab will not save to the system until all required fields are complete and correct.

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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? Last updated 8-22-08 at 9:30am

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

Last updated 8-22-08 at 9:30am

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

Introduction

This **Budget** section of your application details budget line items for your proposed project. To create a new budget line item, click on the icon in the **New Budget Item** column. You will be directed to a different area on this page to make selections specific to the budget category. After making your selection, write a brief description of the line item in the **Expenditure Description** box and enter the amount of CJD funds, Cash Match, and if applicable, In Kind Match in the areas provided. In the percentage box, you can enter a percentage for Personnel or number of items to be purchased for Supplies and/or Equipment. When you have finished, click on the **Add New Budget Line Item** button. Repeat this process for each budget line item needed in each budget category. If you need to edit your entries, click on the '+' icon to expand the budget grid. You will notice that a *pencil* icon will display after expanding the grid. Click on the *pencil* icon to be directed to the editing section on this page and follow the instructions in this area to complete your edits.






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Getting Started

On this tab you will notice certain icons that are displayed.

-  = a **plus** icon - click on this icon to expand a list of items.
-  = a **minus** icon - click on this icon to collapse a list of items.
-  = a **new** icon - click on this icon to add a new item.
-  = a **pencil** icon - click on this icon to edit your selections.
-  = an **information** icon - this help icon is next to certain items that may need further explanation. Simply click and review the information provided in the pop up window.

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: 2% of the CJD-funded direct costs.	\$1,585.00	\$0.00	\$0.00	\$0.00	\$1,585.00	0
Personnel	Counselor and/or Therapist (licensed)	Personnel: Chemical Dependency Counselor- Administers comprehensive assessments and provides related group or individual substance abuse services to include crisis intervention	\$55,382.00	\$0.00	\$0.00	\$0.00	\$55,382.00	100
Personnel	Counselor and/or Therapist (non-licensed)	Part Time Chemical Dependency Counselor: Administers comprehensive assessments and provides related group or individual substance abuse services to include crisis intervention	\$0.00	\$8,988.00	\$0.00	\$0.00	\$8,988.00	100
Contractual and Professional Services	Mental Health Assessment Services	Contractual and Professional Services: For psychiatric/psychological evaluations, mental health assessments, and counseling.	\$23,922.00	\$0.00	\$0.00	\$0.00	\$23,922.00	0

Source of Match Information

Introduction

The **Source of Match** section of your application collects information regarding the source and amount of **Cash Match** and **In Kind Match**. Please enter the description and amounts of match in the spaces provided below and select whether the item is 'Cash Match' or 'In-Kind Match'. After entering an item click on the **Add New Item** button. When an item has been added, it will appear in the 'Edit the Source(s) of Match Reported' table. You may edit each of the items added to this table by clicking on the 'pencil' icon. If you edited an item in the table, click on the 'diskette' icon to save your edited entries.



For further information regarding matching funds refer to *1 TAC*, §3.3; for program income refer to *1 TAC*, §3.73 and §3.87.

Click on the **Save and Continue** button at any time to save the information entered on this page. If you do not click on this button and navigate away from the page, your work will be lost. When you click the **Save and Continue** button, you may receive several error messages that instruct you to complete the required fields. Your data on any given tab will not save to the system until all required fields are complete and correct.

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Getting Started

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Detail Source of Match/GPI:

DESCRIPTION	MATCH TYPE	AMOUNT
Travis County Juvenile Probation's General Fund	Cash Match	\$8,988.00

Summary Source of Match/GPI:

Total Report	Cash Match	In Kind	GPI Federal Share	GPI State Share
\$8,988.00	\$8,988.00	\$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	\$23,922.00	\$0.00	\$0.00	\$0.00	\$23,922.00
Indirect Costs	\$1,585.00	\$0.00	\$0.00	\$0.00	\$1,585.00
Personnel	\$55,382.00	\$8,988.00	\$0.00	\$0.00	\$64,370.00

Budget Grand Total Information:

CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
\$80,889.00	\$8,988.00	\$0.00	\$0.00	\$89,877.00

Last updated 8-22-08 at 9:30am

Condition Of Fundings Information

DESCRIPTION	CREATED	MET	HOLD FUND
-------------	---------	-----	-----------

You are logged in as **User Name:** GrantWriter

GRANT SUMMARY SHEET

Check One:	Application Approval: <input type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input checked="" type="checkbox"/>	Status Report: <input type="checkbox"/>

Department/Division:	Civil Courts
Contact Person:	Judge Darlene Byrne
Title:	Judge, 126 th District Court
Phone Number:	854-9313

Grant Title:	Office of Parental Representation		
Grant Period:	From:	10/1/2008	To: 9/30/2009
Grantor:	The Supreme Court of Texas, Task Force on Foster Care		

Check One:	New: <input checked="" type="checkbox"/>	Continuation: <input type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	One-Time Award: <input checked="" type="checkbox"/>	Ongoing Award: <input type="checkbox"/>	
Type of Payment:	Advance: <input type="checkbox"/>	Reimbursement: <input type="checkbox"/>	

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	County Match	In-Kind	TOTAL
Personnel:	0	238,181	0	362,802	0	600,983
Operating:	0	61,819	0	94,166	0	155,985
Capital Equipment:	0	0	0	0	0	0
Indirect Costs:	0	0	0	0	0	0
Total:	0	300,000	0	456,968	0	756,968
FTEs:	0.00	0.00	0.00	0.00	0.00	8.00

Performance Measures Applicable Depart. Measures	Projected FY 09 Measure	Progress To Date:				Projected FY 10 Measure
		12/31/08	3/31/09	6/31/09	9/30/09	
Number of clients served per attorney.	TBD					TBD
Number of incarcerated parents serviced with notice.	TBD					TBD
Reduction in time to resolve cases.	TBD					TBD
Reduction in time to serve incarcerated parents.	TBD					TBD

The program will establish baselines for its identified performance measures and will identify quantitative and qualitative benchmarks for achievement. For example, successful performance of the goal of earlier representation would be evaluated by establishing the current average appointment time after case initiation (baseline), and tracking the assignments of public defenders to establish the reduction of appointment time toward the identified goal (the benchmark).

Auditor's Office Contract Approval: ☐

Staff Initials: _____

Auditor's Office Comments:

PBO Recommendation:

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

This new public defender's office for parental representation in Child Protective Services (CPS) cases would provide quality, efficient legal representation for primary parents in child abuse and neglect cases pending in Travis County. This request is intended to improve compliance with Section 107.013 of the Texas Family Code by providing early, consistent legal representation to indigent primary parents by attorneys who have subject area expertise, institutional knowledge, and experience with the CPS docket in Travis County. By improving access to highly qualified legal services in this difficult area of law, the program should increase parent participation in identifying appropriate outcomes for their children, and improve overall efficiency of the court process.

Historically, the growth in civil indigent attorney costs has largely been driven upward by an increase in the number and complexity of cases in addition to the ever increasing population growth.

The Civil Courts request that Commissioners' Court consider establishing a public defender's office for parental representation in CPS cases that would provide quality, efficient legal representation for primary parents in child abuse and neglect cases pending in Travis County.

The activities of the Office of Parental Representation would be those of a small law office. The attorneys on staff would investigate cases on behalf of their clients, conduct thorough and independent investigations of their client's cases, conduct discovery and respond to discovery, file pleadings and respond to pleadings, prepare for all court hearings, develop a theory of their client's case, attend all hearings and trials, prepare their cases for appeal and draft all documents necessary for an appeal, and counsel their clients throughout the pendency of their client's case. Additionally, they would be able to utilize the assistance of an office specialist, a legal secretary, a paralegal and social worker as needed. Attorneys would maintain case statistics for evaluation and continuing improvement of their court related processes. The managing public defender would periodically compile, evaluate, and report on performance measures with recommendations for improvements in efficiency that do not sacrifice quality representation. The attorney would receive continuing legal education in the area of child abuse and neglect.

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

This grant is for one year, however the grantor has indicated that the funding will be made available to Travis County for two subsequent years.

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

The grant requires a 25% match. This match met by applying a portion of the General Fund commitment to the overall office of Parental Representation. No additional funds, outside of the FY 09 budget request are required to support this grant.

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

Indirect costs are not part of the grant. The grant is off setting the costs of a larger budget proposal.

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

The grant does not require program continuation. However, this grant is to provide start-up costs for a larger Office of Parental Representation. On termination of the grant, these funds will be requested to be continued as part of the General Fund. Efforts will be made to find additional funding from additional grants, if possible to support the program.

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

The County is required to provide indigent attorney assistance and currently allocates significant General Fund dollars toward this program, this grant as well as the larger general fund FY 09 request, provides a cost effective alternative for the provision of these services.

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

This grant and the larger program request will provide an alternative method of providing indigent attorney assistance. It is hoped that through the use of a public defender office, cases can be handled in a more efficient manner.




**PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS**

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

MEMORANDUM

TO: Commissioners Court

FROM: Jessica Rio, Assistant Budget Manager 

DATE: August 20, 2008

SUBJECT: Office of Parental and Child Representation Grant Contracts

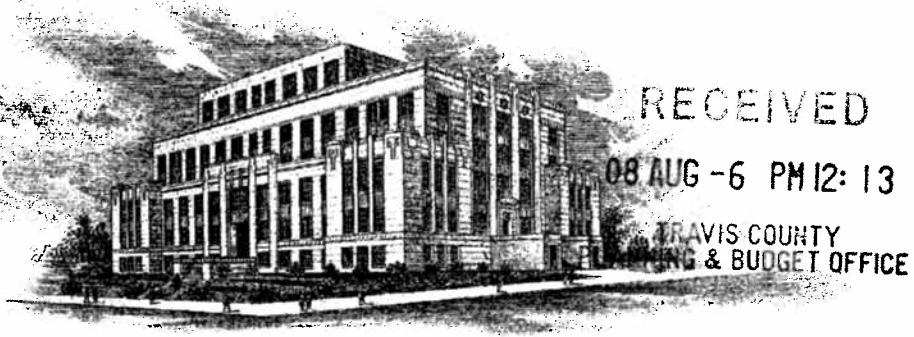
The Civil Courts are requesting approval of a grant contract, totaling \$600,000 in grant funds, for two new Public Defender's Offices at Travis County. The department submitted budget proposals for a new Office of Parental Representation and Child Public Defender's Office on April 28. PBO's analyses of those requests are attached. In addition, PBO has summarized the cost of these offices on the next page for your consideration, given the assumptions presented by the department's proposal. PBO has estimated that the FY 09 cost of the offices is \$600,677 (after the \$600,000 grant funds are taken into consideration). The FY 09 Preliminary Budget does not include funding for these offices. However, the Preliminary Budget does have a one-time reserve totaling \$371,938 that could be used towards the FY 09 funding requirements of these offices. If the Commissioners Court decided to proceed with establishing these offices, an additional \$228,739 would be needed in FY 09. PBO has discussed the portion of the budget requests related to the attorney fee "accrual" with the department to determine if a portion of that part of the request (totaling \$227,505 in each office) could reasonably be earmarked instead of allocated directly to department 93 (Legally Mandated Fees), and they concur that the Court could consider earmarking a portion to provide greater flexibility to the Commissioners Court. PBO believes that it may be appropriate to earmark up to \$150,000 of the remaining \$228,739 noted above, leaving \$78,739 in additional funding needed above the current reserve. This request is listed as reference numbers 457 and 458 on the FY 09 Budget Agenda Worksheet.

PBO notes that although the request was brought forward by the Civil Courts, the office, if approved, would organizationally be placed under the Criminal Justice Planning department. In addition, estimated space costs for these offices are included in the costing information below. However, the physical location of the proposed offices is not yet known and would need to be approved by the Commissioners Court in the near future, given the proposed implementation schedule.

Parental Representation				
	FY 09	FY 10	FY 11	FY 12
On-going				
Personnel	\$ 326,603	\$ 600,976	\$ 600,976	\$ 600,976
Operating	\$ 44,425	\$ 53,310	\$ 53,310	\$ 53,310
Attn Fee reduction	\$(598,999)	\$(598,999)	\$(598,999)	\$(598,999)
Half of Lease	\$ 34,213	\$ 34,888	\$ 34,888	\$ 34,888
One Time				
Operating	\$ 24,100	\$ -	\$ -	\$ -
Capital	\$ 78,575	\$ -	\$ -	\$ -
Attn Fee Accrual	\$ 227,505	\$ -	\$ -	\$ -
Attn Fee FY 09 Cases	\$ 390,031	\$ -	\$ -	\$ -
Half ITS Cabling	\$ 15,525	\$ -	\$ -	\$ -
Half ITS Equip	\$ 55,070	\$ -	\$ -	\$ -
Half ITS One Time	\$ 675	\$ -	\$ -	\$ -
Grant	\$(300,000)	\$(100,000)	\$ (50,000)	\$ -
	\$ 297,723	\$ (9,826)	\$ 40,175	\$ 90,175

Child Representation				
	FY 09	FY 10	FY 11	FY 12
On-going				
Personnel	\$ 348,814	\$ 632,848	\$ 632,848	\$ 632,848
Operating	\$ 15,583	\$ 18,700	\$ 18,700	\$ 18,700
Attn Fee reduction	\$(754,522)	\$(754,522)	\$(754,522)	\$(754,522)
Half of Lease	\$ 34,213	\$ 34,888	\$ 34,888	\$ 34,888
One Time				
Operating	\$ 24,802	\$ -	\$ -	\$ -
Capital	\$ 78,575	\$ -	\$ -	\$ -
Attn Fee Accrual	\$ 227,505	\$ -	\$ -	\$ -
Attn Fee FY 09 cases	\$ 556,714	\$ -	\$ -	\$ -
Half ITS Cabling	\$ 15,525	\$ -	\$ -	\$ -
Half ITS Equip	\$ 55,070	\$ -	\$ -	\$ -
Half ITS One Time	\$ 675	\$ -	\$ -	\$ -
Grant	\$(300,000)	\$(100,000)	\$ (50,000)	\$ -
	\$ 302,954	\$(168,087)	\$(118,087)	\$ (68,087)

cc: The Honorable Darlene Byrne, 126th District Court
Peg Liedtke, Civil Courts
Roger Jefferies, Executive Manager CJP
The Honorable Jeanne Meurer, 98th District Court
Leroy Nellis, PBO
Katie Petersen, PBO
Rodney Rhoades, Executive Manager PBO



Office of the District Judges
Heman Marion Sweatt Courthouse
P.O. Box 1748
Austin, Texas 78767

TO: Jessica Rio, Assistant Budget Manager
Planning and Budget Office

FROM: Darlene Byrne
Judge, 126th Judicial District Court

SUBJECT: **Contract Approval Request for Grant Funding for Travis County's
proposed Office of Parental Representation and Child Public Defender's Office,
The Supreme Court of Texas, Court Improvement Program (CIP)**

DATE: August 6, 2008

We are pleased to inform you that the Supreme Court Permanent Judicial Commission for Children Youth and Families (Children's Commission) has awarded \$600,000 in funding for a proposed Office of Parental Representation and Child Public Defender's Office (\$300,000 per office). This grant award will provide a percentage of the total outlay up to \$300,000 per office for the creation and operation of these two proposed offices beginning October 1, 2008.

A new Child Public Defender's Office in Child Protective Services (CPS) cases would provide quality, efficient legal representation for children in child abuse and neglect cases pending in Travis County. By improving access to highly qualified legal services in this difficult area of law, the program should improve outcomes for children, and improve the overall efficiency of the court process. A new public defender's office for parental representation would provide quality, efficient legal representation for primary parents in child abuse and neglect cases. This grant is intended to leverage the County General fund dollars and these grant funds for an expedited implementation of the two proposed offices.

Please review this item and place it on the Commissioner's Court agenda for their consideration and approval. Thank you in advance for your attention to this request. If you have any questions or concerns feel free to contact me at ext. 4-9313.


Darlene Byrne
Judge, 126th District Court
Travis County, Texas

cc: Judge John K. Dietz, Local Administrative Judge
Judge Jeanne Meurer, 98th District Court

FY 2009 BUDGET REQUEST ANALYSIS

Department: Legally Mandated Fees (93)
Source of Funding: General Fund (001)
Request Name: Office of Parental Representation

	FY 09 Request	PBO Recommendation	FY 10 Cost
FTEs	8	0	0
Personnel	\$326,603*	\$0	\$0
Operating	\$68,525	\$0	\$0
Subtotal	\$395,128	\$0	\$0
Capital	\$78,575	\$0	\$0
Total Request	\$473,703**	\$0	\$0
Dept 93 FY 09 Cases	\$390,031	\$0	\$0
Dept 93 Accrual	\$227,505	\$0	\$0
Dept 93 Reduction	(\$598,999)	\$0	\$0
Related Dept. 93 Costs	\$18,537	\$0	\$0

*Personnel costs are shown here given the department's proposed implementation schedule.

** Request includes \$55,287 in on-going expenses related to this request plus a half of the lease expenditures (rest is one-time, including \$5,000 request for an earmark on Allocated Reserves). Please note that costing is based on current fee schedule (\$60 an hour).

In addition, PBO has received estimated costs related to a proposal to house the Public Defender Offices for the both child representation and parental representation in lease space at the corner of . These costs do not include any enhanced security requirements that might be necessary. If the grants are approved and these offices are created, this proposal and the layout of the actual space will need to be assessed by the Security Committee to determine any enhanced security that may be needed. It is however, likely that these offices will need to be treated in a manner consistent with the Juvenile Public Defender and the Mental Health Public Defender currently housed at the county's Post Road facility. These costs total \$210,965 as shown on the following chart:

ITS Cabling Costs	ITS Equip. Costs	Subtotal Capital	Lease costs	ITS One Time Costs	Move	Subtotal Operating	TOTAL
\$ 31,050	\$110,140	\$141,190	\$68,425	\$ 1,350	\$ -	\$ 69,775	\$ 210,965

Summary of Request:

Request to establish a public defender's office for parental representation in Child Protective Services (CPS) cases to provide quality, efficient legal representation for primary parents in child abuse and neglect cases pending in Travis County.

Budget Request Pros & Cons:

Pros	Cons
<ul style="list-style-type: none">• <i>Increased control and monitoring of expenses related to indigent representation.</i>	<ul style="list-style-type: none">• <i>First year includes a parallel process that will translate into a double expenditure related to Civil indigent representation.</i>
<ul style="list-style-type: none">• <i>Improved quality and consistency of representation due to smaller number of attorneys specializing in these cases with a development of institutional expertise.</i>	<ul style="list-style-type: none">• <i>Lessens ability to draw from a larger pool of attorneys with varying backgrounds to handle cases.</i>
<ul style="list-style-type: none">• <i>Grant resources may be available to partially support the request for up to three years.</i>	
<ul style="list-style-type: none">• <i>Eliminates some work-load for Civil Courts and County Auditor's Office who currently scrutinize and process current invoices from private attorneys.</i>	

PBO Recommendation:

PBO is supportive of continuing to study this proposal for inclusion in the FY 09 budget. There are several factors that the Commissioners Court should consider when deciding whether to establish a Parental Public Defender's Office as discussed in the Analysis/Comments section below. In addition, Travis County is awaiting a response to the grant application submitted to create such an office.

There are overarching organizational issues that would need to be addressed in order to better understand the impact of this request. Those issues include where this Office and the proposed Office of Child Representation would be located within the Travis County organization. The Civil District Judges are requesting that these Offices not be under their control in order to maintain independence. However, the Offices will require administrative support in order to function as proposed. PBO has alerted Criminal Justice Planning of this proposal so that they may discuss their recommendations on organizational placement with the Commissioners Court at the Budget Hearing.

Budget Request Performance Measures:

Description	Actual FY 07 Measure	Revised FY 08 Projected Measure	Projected FY 09 Measure at Target Budget Level	Revised FY 09 Measure with Additional Resources
Number of clients served per attorney	N.A.	N.A.	N.A.	N.A.
Number of incarcerated parents serviced with notice.	N.A.	N.A.	N.A.	N.A.
Reduction in time to resolve cases.	N.A.	N.A.	N.A.	N.A.
Reduction in time to serve incarcerated parents.	N.A.	N.A.	N.A.	N.A.

The department states that the program will establish baselines for its identified performance measures and will identify quantitative and qualitative benchmarks for achievement. As an example, the department states that their goal of earlier representation would be evaluated by establishing the current average appointment time after case initiation and comparing to the assignments of public defenders to establish the reduction of appointment time toward the identified goal.

The department has also included a request for \$10,000 to contract with an independent, outside agency (such as a law professor at the University of Texas) to conduct an evaluation of this proposal at the end of FY 09.

Analysis/Comments:

On May 13, 2008, the Commissioners Court approved a request from the Civil District Judges to submit two grant applications to the Supreme Court of Texas, Task Force on Foster Care. The applications included establishing two new offices within Travis County to handle cases related to Child Protective Services. One of the grant applications would support the establishment of an Office of Parental Representation as described in this budget request.

The Civil Courts' request for parental representation is intended to improve compliance with Section 107.013 of the Texas Family Code by providing early, consistent legal representation to indigent primary parents by attorneys who have subject area expertise, institutional knowledge and experience with the CPS docket in Travis County.

This proposal has been discussed with a variety of departments and individuals. The department's researched the proposal and is using the American Bar Association's suggested caseload of 50 to 100 cases per attorney. The

department also looked at the District Attorney's Family Justice unit to ensure that representation of primary parents was comparable to that of the DA's. The District Attorney's Office reports that there are a total of 650 active cases within their Family Justice Division handled by 5 Attorneys. The District Attorney's FY 09 budget submission includes a request for an additional Attorney based on workload increases.

The following table provides historic case billings as well as the department's projections for primary parent cases:

<i>Fiscal Year</i>	<i>03</i>	<i>04</i>	<i>05</i>	<i>06</i>	<i>07</i>	<i>08</i>	<i>09</i>	<i>10</i>	<i>11</i>	<i>12</i>
Cases Billed	244	231	245	283	327	353	381	411	444	479

The department has also provided caseload projections for the new Office that appear to indicate 1) a current backlog of bills exists that is expected to be paid through the requested accrual and 2) efficiencies will be created with the Office that will reduce the time an Attorney spends on a case.

<i>Fiscal Year</i>	<i>09</i>	<i>10</i>	<i>11</i>	<i>12</i>
Cases	320	329	337	347

Caseload projections will continue to be an important consideration in the establishment of such an Office since it directly impacts the staffing levels assumed with this Office as well as touches on the balance between efficiencies gained and quality of representation.

FY 09 Proposal:

The department's proposal includes a new office that would run much like a small law office and includes staff to execute the responsibilities associated with these cases. Such work would consist of tasks such as:

- conduct thorough and independent investigations of their client's cases
- conduct discovery and respond to discovery
- file pleadings and respond to pleadings
- prepare for all court hearings
- develop a theory of their client's case
- attend all hearings and trials
- prepare cases for appeal and draft all documents necessary for an appeal
- counsel their clients throughout the pendency of their client's case

The following table summarizes the department's direct costs associated with this new office as well as the proposed implementation in FY 09:

Position	Full Cost (including benefits)	Proposed Hire Date	Prorated Cost (FY 09)
Attorney VII	\$110,875	December 2008	\$92,397
Attorney V	97,794	March 2009	57,047
Attorney V	97,794	June 2009	32,598
Attorney V	97,794	September 2009	8,150
Paralegal Sr.	56,647	March 2009	33,045
Legal Secretary Sr.	50,450	December 2008	42,043
Office Specialist	36,175	December 2008	30,146
Social Worker	53,447	March 2009	31,177
Personnel Sub-Total	\$600,976		\$326,603
On-Going Operating	\$53,310	December 2008	\$44,425
Personnel & Op.	\$654,286		\$371,028
One time FY 09 Operating & Capital detailed below	\$102,675		\$102,675
Grand Total	\$756,961		\$473,703

The one time operating and capital include:

- \$9,100 in one-time operating expenditures (with an assumption that half will be spent in December and the rest in March of 2009);
- An earmark on the General Fund Allocated Reserves totaling \$5,000 for miscellaneous expenses in the event that the operating expenses were underestimated for costs such as investigations, training, or other court related expenditures;
- \$10,000, as stated under the performance measure discussion, to conduct an evaluation of this proposal at the end of FY 09
- \$40,000 for modular system workstations for 8 staff
- \$38,575 for computer and telecommunications equipment

Generally, PBO would only look at annualized costs for requested staffing and operating in order to avoid a budget ratchet in the following fiscal year. This has been done with the use of an annualization reserve for phased implementations of staffing. However, it is important to look at the FY 09 projected implementation for the Public Defender requests because of the need to run parallel systems and continue the appointment of private attorneys through the FY 09 implementation. The difference between the full cost of the proposal (assuming an October 1, 2008 start date) and the FY 09 planned implementation proposal is \$283,258. This difference is important because it could be used for the one-time costs associated with running the necessary parallel systems, which are currently estimated to cost \$390,031 and are discussed in the next section.

FY 09 Attorney Fees:

Discussions of this request must also include the proposed Office's impact on FY 09 indigent attorney fees. There are three parts to the attorney fee impact on the proposal:

- \$390,031 – this is the estimated cost associated with FY 09 cases handled by private attorneys, based on the new Parental Public Defender's Office proposed phased implementation in FY 09.
- \$227,505 – this amount is estimated by the department to be the bills that will arrive for work done prior to the opening of the new Office. It is assumed that bill submittals may increase for a time as private attorneys become aware of the establishment of the Office. PBO notes that these costs, while discussed here, would be paid by Travis County regardless of this proposal. PBO has discussed this figure with the department and believes that the FY 09 impact of these bills may be overstated. PBO calculated the impact closer to \$100,000 by taking the differential in FY 09 projected cases billed and projected Parental Office caseload and assumed it all to be outstanding bills that would require payment at the department's estimated average fee per case. However, PBO notes that there could be an impact of these outstanding bills into FY 10. It is difficult to estimate the impact given the information presented.
- (\$598,999) – the Civil Courts have estimated that this amount could be reduced from its central attorney fee budget as cases are transferred over to the proposed Office. PBO's estimate is a little lower at \$564,219.

Summary Table of Budget Costs for FY 09 to FY 12:

PBO has summarized all budget implications related to this request, assuming a grant is received from the Supreme Court of Texas, Task Force on Foster Care at \$300,000 in FY 09; \$100,000 in FY 10 and \$50,000 in FY 11. This table also includes a static assumption of avoided attorney fees at the budget submission level of \$598,999 for simplicity.

Parental Representation				
	FY 09	FY 10	FY 11	FY 12
On-going				
Personnel	\$ 326,603	\$ 600,976	\$ 600,976	\$ 600,976
Operating	\$ 44,425	\$ 53,310	\$ 53,310	\$ 53,310
Dept 93 reduction	\$(598,999)	\$(598,999)	\$(598,999)	\$(598,999)
Half of Lease	\$ 34,213	\$ 34,888	\$ 34,888	\$ 34,888
One Time				
Operating	\$ 24,100	\$ -	\$ -	\$ -
Capital	\$ 78,575	\$ -	\$ -	\$ -
Dept 93 Accrual	\$ 227,505	\$ -	\$ -	\$ -
Dept 93 FY 09 Cases	\$ 390,031	\$ -	\$ -	\$ -
Half ITS Cabling	\$ 15,525	\$ -	\$ -	\$ -
Half ITS Equip	\$ 55,070	\$ -	\$ -	\$ -
Half ITS One Time	\$ 675	\$ -	\$ -	\$ -
Grant	\$(300,000)	\$(100,000)	\$ (50,000)	\$ -
	<u>\$ 297,723</u>	<u>\$ (9,826)</u>	<u>\$ 40,175</u>	<u>\$ 90,175</u>

Attorney Fee Increase Proposals:

PBO has reviewed the request for a new Parental Representation Public Defender's Office in the context of its impact on the current Civil indigent attorney fees budget. This discussion will assume the current \$60 per hour rate. There is a proposal from the Civil Courts to increase the rate paid to either \$75 per hour or \$100 per hour to increase quality representation in Travis County. While the discussion on increasing the per hour rates is not formally presented here, the impact of such increases are shown in the following table comparing the office costs to those of increased attorney fees. The assumptions used for the table include a 3.9% increase in personnel and operating expenses (in line with the last CPI figures) and 8.5% increase (average over last three years) in bills involving the primary parent.

	FY 09	FY 10	FY 11	FY 12	FY 13	FY 14	FY 15
Office	\$654,286	\$679,803	\$706,315	\$733,862	\$762,482	\$792,219	\$823,116
@ \$60	\$564,219	\$612,178	\$664,213	\$720,671	\$781,928	\$848,392	\$920,505
@ \$75	\$705,274	\$765,223	\$830,267	\$900,839	\$977,411	\$1,060,490	\$1,150,632
@ \$100	\$940,365	\$1,020,296	\$1,107,021	\$1,201,118	\$1,303,213	\$1,413,986	\$1,534,175

FY 2009 BUDGET REQUEST ANALYSIS

Department: Legally Mandated Fees (93)
 Source of Funding: General Fund (001)
 Request Name: Office of Child Representation

	FY 09 Request	PBO Recommendation	FY 10 Cost
FTEs	8	0	0
Personnel	\$348,814*	\$0	\$0
Operating	\$40,385	\$0	\$0
Subtotal	\$389,199	\$0	\$0
Capital	\$78,575	\$0	\$0
Total Request	\$467,774**	\$0	\$0
Dept 93 FY 09 Cases	\$556,714	\$0	\$0
Dept 93 Accrual	\$227,505	\$0	\$0
Dept 93 Reduction	(\$754,522)	\$0	\$0
Related Dept. 93 Costs	\$29,697	\$0	\$0

*Personnel costs are shown here given the department's proposed implementation schedule.

** Request produces a negative on-going cost with the assumptions presented in this budget proposal (including half of the lease costs). Also, please note that costing is based on current fee schedule (\$60 an hour).

In addition, PBO has received estimated costs related to a proposal to house the Public Defender Offices for the both child representation and parental representation in lease space at the corner of . These costs do not include any enhanced security requirements that might be necessary. If the grants are approved and these offices are created, this proposal and the layout of the actual space will need to be assessed by the Security Committee to determine any enhanced security that may be needed. It is however, likely that these offices will need to be treated in a manner consistent with the Juvenile Public Defender and the Mental Health Public Defender currently housed at the county's Post Road facility. These costs total \$210,965 as shown on the following chart:

ITS Cabling Costs	ITS Equip. Costs	Subtotal Capital	Lease costs	ITS One Time Costs	Move	Subtotal Operating	TOTAL
\$ 31,050	\$110,140	\$141,190	\$68,425	\$ 1,350	\$ -	\$ 69,775	\$ 210,965

Summary of Request:

Request to establish a public defender's office for child representation in Child Protective Services (CPS) cases to provide quality, efficient legal representation for primary parents in child abuse and neglect cases pending in Travis County.

Budget Request Pros & Cons:

Pros	Cons
<ul style="list-style-type: none"> Increased control and monitoring of expenses related to indigent representation. 	<ul style="list-style-type: none"> First year includes a parallel process that will translate into a double expenditure related to Civil indigent representation.
<ul style="list-style-type: none"> Improved quality and consistency of representation due to smaller number of attorneys specializing in these cases with a development of institutional expertise. 	<ul style="list-style-type: none"> Lessens ability to draw from a larger pool of attorneys with varying backgrounds to handle cases.
<ul style="list-style-type: none"> Grant resources may be available to partially support the request for up to three years. 	
<ul style="list-style-type: none"> Eliminates some work-load for Civil Courts and County Auditor's Office who currently scrutinize and process current invoices from private attorneys. 	

PBO Recommendation:

PBO recommends that this request be discussed at a departmental budget hearing along with the proposed Office of Parental Representation. The creation of such a proposed office, like the parental office, will require further discussions on its placement within the organization as well as practical considerations such as space.

Budget Request Performance Measures:

Description	Actual FY 07 Measure	Revised FY 08 Projected Measure	Projected FY 09 Measure at Target Budget Level	Revised FY 09 Measure with Additional Resources
Number of children in permanent managing conservatorship participating in the program.	N.A.	N.A.	N.A.	N.A.
Reduction in time to	N.A.	N.A.	N.A.	N.A.

final order.				
Reduction in the number of cases requesting to extend the statutory deadline.	N.A.	N.A.	N.A.	N.A.

Much like the Office for Parental Representation, the department is projecting to establish baselines for its identified performance measures and will identify quantitative and qualitative benchmarks for achievement

The department has also included a request for \$10,000 to contract with an independent, outside agency to conduct an evaluation of this proposal at the end of FY 09.

Analysis/Comments:

On May 13, 2008, the Commissioners Court approved a request from the Civil District Judges to submit two grant applications to the Supreme Court of Texas, Task Force on Foster Care. The applications included establishing two new offices within Travis County to handle cases related to Child Protective Services. One of the grant applications would support the establishment of an Office of Child Representation as described in this budget request.

The Civil Courts' request for child representation is intended to improve compliance with Section 107.102 of the Texas Family Code, which requires the appointment of an attorney ad litem to represent the interests of children in Child Protective Services (CPS) suits.

Much like the Office of Parental Representation budget request, this proposal has been discussed with a variety of departments and individuals. The department's researched the proposal and is using the American Bar Association's suggested caseload of 50 to 100 cases per attorney as well as looking at Travis County's Juvenile Public Defender's Office. The Juvenile Public Defender's Office handled 3,164 cases and 2,284 clients in FY 07 with 8 Attorneys (including the Juvenile Public Defender).

The following table provides historic case billings as well as the department's projections for child representation cases. The department is estimating a 2% average increase (based on past billings):

<i>Fiscal Year</i>	03	04	05	06	07	08	09	10	11	12
Cases Billed	456	483	492	551	487	497	507	517	528	539

The department has also provided caseload projections for the new Office that appear to indicate 1) a current backlog of bills exists that is expected to be paid through the requested accrual and 2) efficiencies will be created with the Office that will reduce the time an Attorney spends on a case.

<i>Fiscal Year</i>	09	10	11	12
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Cases	352	361	370	381
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As stated under the analysis related to the Parental Public Defender's Office, caseload projections will continue to be an important consideration in the establishment of such an Office since it directly impacts the staffing levels assumed with this Office as well as touches on the balance between efficiencies gained and quality of representation.

FY 09 Proposal:

The department's proposal includes a new office that would run much like a small law office and includes staff execute the responsibilities associated with these cases. Such work would consist of tasks such as:

- investigate their cases on behalf of their clients
- conduct all court hearings
- develop a theory of their client's case
- attend all hearings and trials
- prepare their cases for appeal and draft all documents necessary for the appeal
- counsel their clients throughout the pendency of their client's case

The following table summarizes the department's direct costs associated with this new office as well as the proposed implementation in FY 09:

Position	Full Cost (including benefits)	Proposed Hire Date	Prorated Cost (FY 09)
Attorney VII	\$110,875	December 2008	\$92,397
Attorney VI	104,119	March 2009	60,736
Attorney V	97,794	June 2009	32,598
Attorney V	97,794	September 2009	8,150
Investigator	73,510	March 2009	42,881
Paralegal	53,447	December 2008	44,538
Legal Secretary	47,656	December 2008	39,714
Legal Secretary	47,656	March 2009	27,800
Personnel Sub-Total	\$632,851		\$348,814
On-Going Operating	\$18,700	December 2008	\$15,583
Personnel & Op.	\$651,548		\$362,272
One time FY 09 Operating & Capital detailed below	\$103,376		\$103,377
Grand Total	\$754,924		\$467,774

The one time operating and capital include:

- \$9,802 in one-time operating expenditures (with an assumption that half will be spent in December and the rest in March of 2009);
- An earmark on the General Fund Allocated Reserves totaling \$5,000 for miscellaneous expenses in the event that the operating expenses were underestimated for costs such as investigations, training, or other court related expenditures;
- \$10,000, as stated under the performance measure discussion, to conduct an evaluation of this proposal at the end of FY 09
- \$40,000 for modular system workstations for 8 staff
- \$38,575 for computer and telecommunications equipment

Generally, PBO would only look at annualized costs for requested staffing and operating in order to avoid a budget ratchet in the following fiscal year. This has been done with the use of an annualization reserve for phased implementations of staffing. However, it is important to look at the FY 09 projected implementation for the Public Defender requests because of the need to run parallel systems and continue the appointment of private attorneys through the FY 09 implementation. The difference between the full cost of the proposal (assuming an October 1, 2008 start date) and the FY 09 planned implementation proposal is \$289,276. This difference is important because it could be used for the one-time costs associated with running the necessary parallel systems, which are currently estimated to cost \$556,714 and are discussed next.

FY 09 Attorney Fees:

Discussions of this request must also include the proposed Office's impact on FY 09 indigent attorney fees. There are three parts to the attorney fee impact on the proposal:

- \$556,714 – this is the estimated cost associated with FY 09 cases handled by private attorneys, based on the new Child Public Defender's Office proposed phased implementation in FY 09.
- \$227,505 – this amount is estimated by the department to be the bills that will arrive for work done prior to the opening of the new Office. It is assumed that bill submittals may increase for a time as private attorneys become aware of the establishment of the Office. PBO notes that these costs, while discussed here, would be paid by Travis County regardless of this proposal. PBO's estimate is \$230,672 by taking the differential in FY 09 projected cases billed and projected Child Office caseload and assumed it all to be outstanding bills that would require payment at the department's estimated average fee per case.
- (\$754,522) – the Civil Courts have estimated that this amount could be reduced from its central attorney fee budget as cases are transferred over to the proposed Office.

Summary Table of Budget Costs for FY 09 to FY 12:

PBO has summarized all budget implications related to this request, assuming a grant is received from the Supreme Court of Texas, Task Force on Foster Care at \$300,000 in FY 09; \$100,000 in FY 10 and \$50,000 in FY 11. This table also includes a static assumption of avoided attorney fees at the budget submission level of \$754,522 for simplicity.

Child Representation				
	FY 09	FY 10	FY 11	FY 12
On-going				
Personnel	\$ 348,814	\$ 632,848	\$ 632,848	\$ 632,848
Operating	\$ 15,583	\$ 18,700	\$ 18,700	\$ 18,700
Dept 93 reduction	\$(754,522)	\$(754,522)	\$(754,522)	\$(754,522)
Half of Lease	\$ 34,213	\$ 34,888	\$ 34,888	\$ 34,888
One Time				
Operating	\$ 24,802	\$ -	\$ -	\$ -
Capital	\$ 78,575	\$ -	\$ -	\$ -
Dept 93 Accrual	\$ 227,505	\$ -	\$ -	\$ -
Dept 93 FY 09 cases	\$ 556,714	\$ -	\$ -	\$ -
Half ITS Cabling	\$ 15,525	\$ -	\$ -	\$ -
Half ITS Equip	\$ 55,070	\$ -	\$ -	\$ -
Half ITS One Time	\$ 675	\$ -	\$ -	\$ -
Grant	\$(300,000)	\$(100,000)	\$ (50,000)	\$ -
	\$ 302,954	\$(168,087)	\$(118,087)	\$ (68,087)

Attorney Fee Increase Proposals:

PBO has reviewed the request for a new Child Representation Public Defender's Office in the context of its impact on the current Civil indigent attorney fees budget. This discussion will assume the current \$60 per hour rate. There is a proposal from the Civil Courts to increase the rate paid to either \$75 per hour or \$100 per hour to increase quality representation in Travis County. While the discussion on increasing the per hour rates is not formally presented here, the impact of such increases are shown in the following table comparing the office costs to those of increased attorney fees. The assumptions used for the table include a 3.9% increase in personnel and operating expenses (in line with the last CPI figures) and 3% increase (average over last three years) in bills involving the child.

	FY 09	FY 10	FY 11	FY 12	FY 13	FY 14	FY 15
Office	\$651,551	\$676,961	\$703,363	\$730,794	\$759,295	\$788,908	\$819,675
@ \$60	\$827,216	\$852,032	\$877,593	\$903,921	\$931,038	\$958,970	\$987,739
@ \$75	\$1,034,020	\$1,065,041	\$1,096,992	\$1,129,902	\$1,163,799	\$1,198,713	\$1,234,674
@ 100	\$1,378,693	\$1,420,053	\$1,462,655	\$1,506,535	\$1,551,731	\$1,598,283	\$1,646,231



THE SUPREME COURT OF TEXAS
PERMANENT JUDICIAL COMMISSION FOR CHILDREN, YOUTH AND FAMILIES

CHAIR:
HON. HARRIET O'NEILL
VICE CHAIR:
HON. JOHN SPECIA

201 WEST 14TH STREET, ROOM 104 • P. O. BOX 12248 • AUSTIN, TEXAS 78711-2066
TELEPHONE (512) 463-9352 • FACSIMILE (512) 463-8854

EXECUTIVE DIRECTOR:
TINA AMBERBOY

STATEMENT OF GRANT AWARD
COURT IMPROVEMENT PROGRAM
FY 2009

Grant Number: 201-09-0015
Grantee Name: Travis County
Program Title: Office of Parental Representation
Grant Period: 10/1/2008-9/30/2009
Grant Award Amount: \$300,000

The Supreme Court Permanent Judicial Commission for Children Youth and Families (Children's Commission) has awarded the above-referenced grant from the Texas Court Improvement Program (CIP). The individual authorized to apply for and accept grant funds (subgrantee) must sign this Statement of Grant Award and return it to the CIP Grant Administrator. The signed Statement of Grant award must be on file with the CIP Grant Administrator in order for the subgrantee to receive reimbursements for authorized expenditures. Funding is provided as listed below:

Texas CIP Grant					
		Total Program	Amount of CIP Funds Awarded	Cash Match	In-Kind Match
a	Personnel	\$455,457	\$180,506	\$274,951	
b	Fringe Benefits	\$145,526	\$57,675	\$87,851	
c	Travel	\$8,700	\$3,448	\$5,252	
d	Equipment	\$92,675	\$36,729	\$55,946	
e	Supplies	\$14,110	\$5,592	\$8,518	
f	Contractual	\$40,500	\$16,050	\$24,450	
g	Construction	\$0	\$0	\$0	
h	Other	\$0	\$0	\$0	
i	Total Direct Charges (sum a-h)				
j	Indirect Charges	\$0			
k	Totals	\$756,968	\$300,000	\$456,968	

By his signature, the subgrantee agrees to the following:

Standard Grant Conditions:

- To accept the grant award.
- To abide by all terms and conditions as stated in the Final Application (attached) issued by CIP and incorporated into this Statement of Grant Award by reference for all purposes.
- That a violation of any term of the Final Application or any applicable OMB Circular may result in the CIP Grant Administrator placing a temporary hold on grant funds, and subject to Children's Commission approval, permanently de-obligating all or part of the grant funds, requiring reimbursement for funds already spent, or barring the organization from receiving future grants.
- That disbursement is subject to the availability of funds, and disbursed quarterly on a reimbursement basis unless otherwise stated in the subgrantee's Final Application.

Special Grant Conditions

- The County must maintain a written policy that includes caseload standards for each attorney and for the operation of this program. In developing caseload standards, nationally recognized standards and standards used by other states shall be taken into consideration. The policy on the caseload standard must require the Chief Public Defender to review the caseload status at least quarterly. The Chief Public Defender may make overrides or under-rides based on overall complexity of cases, overall type of cases, attorney experience, support staff experience, court needs, available technology augmenting services, or other factors affecting the delivery of legal services. The Chief Public Defender must notify the oversight board and the Court Improvement Program in writing if an exception to the caseload standards is authorized.
- The Chief Public Defender must develop an office procedures manual which will include basic practice standards. It is recommended that a basic manual be completed prior to representation commencing and be updated at least annually.

Signature of Subgrantee

The Honorable Samuel T. Biscoe, County Judge
Name & Title (must print or type)

Date



Signature of Grant Administrator

Bryan Wilson, Grant Administrator
Name & Title (must print or type)

August 5, 2008
Date

Grant Certifications:

CIP is required to ensure that all CIP subgrantees certify to the best of their knowledge and belief that the subgrantee will comply with the certifications listed below:

Certification Regarding Lobbying

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

(1) The subgrantee certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) If the subgrantee is unable to certify to the statement above, such subgrantee shall attach an explanation to this proposal.

Certification Regarding Environmental Tobacco Smoke

Public Law 103227, the Pro Children Act of 1994, prohibits smoking in any portion of any indoor facility owned, leased or contracted for by an entity and used routinely or regularly to provide health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in a fine of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

Additional Certifications

Applicant understands that CIP grants awarded to a governmental entity are governed by OMB Circular A-87 and that CIP grants awarded to a non profit organization are governed by OMB Circular A-110.

Applicant understands that CIP funds expended must be reasonable and necessary to carry out the objectives of the program for which funding is sought.

Applicant understands that CIP funds are paid on a reimbursement basis and must be supported by appropriate documentation.

Applicant understands that funding is subject to approval by the Supreme Court Children's Commission or its successor entity.

Applicant understands that projects funded by CIP must involve meaningful and on-going collaboration of local or statewide stakeholders.

Subgrantee certifies to all of the above

Signature

COURT IMPROVEMENT PROGRAM Award Terms

Final Application

Grant Fund Category Requested: ☒ New ☐ Continued

Subgrantee

Name: Samuel T. Biscoe
Title: Constitutional County Judge
Organization: Travis County, Texas
Address: 314 West 11th Street, Suite 520
Austin, Texas 78701
Phone: 512-854-9555
Fax: 512-854-9535
E-mail: sam.biscoe@co.travis.tx.us

Requestor is designated as a(n):

- ☐ State Agency ☐ Non-Profit Organization
☒ Unit of Local Government ☐ Educational Institution
☐ Other (describe): _____

Program Type Requested: ☒ Basic Program ☐ Data ☐ Training

Program Title: Office of Parental Representation

1. Program Issue or Problem:

This program is submitted under section 2.1 of the Court Improvement Project, intended to improve compliance with Tex. Family Code § 107.013 by providing early, consistent legal representation to indigent primary parents by attorneys who have subject area expertise, institutional knowledge, and experience with the CPS dockets of Travis County and monitor the fiscal impact of Tex. Family Code § 107.013.

Travis County has been seeing an increase in the number of Child Protective Service Abuse and Neglect cases entering the system in the County. Many of the parents are indigent and require court appointed counsel. However these cases require consistent legal representation by attorneys who have subject area expertise, institutional knowledge, and experience with the CPS docket in Travis County. By improving access to highly qualified legal services in this difficult area of law, the program should increase parent participation in identifying safety, permanency, and well-being outcomes for the children, improve outcomes for their children, and improve overall efficiency of the court process.

Historically, the growth in the number of Child Protective Service Abuse and Neglect cases has largely been driven upward by an increase in the number and complexity of cases in addition to the ever increasing population growth. Listed below are the Total Number of cases that required indigent parent representation in Travis County from 2004 through 2007:

	Total Number of Primary Parent Cases
Fiscal Year 2004	402
Fiscal Year 2005	450
Fiscal Year 2006	461
Fiscal Year 2007	557

These cases have had the following estimated fiscal impact on the County:

	Primary Parent Costs (Both Mothers and Fathers)
Fiscal Year 2004	\$ 584,066
Fiscal Year 2005	\$ 601,681
Fiscal Year 2006	\$ 600,012
Fiscal Year 2007	\$ 754,569

** Through March of Fiscal Year 2008, expenditures for primary parent representation is \$445,151.*

A new public defender's office for parental representation (PDO-PR) in CPS cases would provide quality, efficient legal representation for primary parents in child abuse and neglect cases pending in Travis County.

The funds requested would provide initial funding for part of the costs of a larger public defender's office for parental representation.

By improving access to highly qualified legal services in this difficult area of law, the program should increase parent participation in identifying appropriate outcomes for their children, and improve the overall efficiency of the court process.

This Office would have the following benefits:

- improved quality and consistency of representation due to smaller number of more qualified attorneys with a supervising attorney.
- office will develop institutional resources and subject-area expertise.
- office can hire trained support professionals.

The Office of Parental Representation would be a small law office. The attorneys on staff would:

- investigate cases on behalf of their clients;
- conduct thorough and independent investigations of their client's cases, conduct discovery and respond to discovery;
- meet with their clients regularly, and prior to each hearing;
- ensure their clients understand the case planning process and are actively involved in their case planning;
- file pleadings and respond to pleadings, prepare for all court hearings, mediations, and trials, and develop a theory of their client's case;
- as appropriate, attend CPS family group conferences, family team meetings, and case planning meetings of which the attorney has notice, statutory hearings and other hearings of which the attorney has notice, mediations, and trials;
- attend all hearings and trials;

- prepare their cases for appeal and draft all documents necessary for an appeal, and counsel their clients throughout the pendency of their client's case.

Through this grant, the County will leverage County General Fund and Grant resources to begin to implement the creation of this new office starting in October of 2008.

2. Program Objective:

Goals for the office would be:

- To provide legal counsel as lead attorney for approximately 400 Abuse and neglect cases for the office as a whole and 100 cases for the grant funded position.
- For all attorneys employed by the PDO-PR to attend at least 8 hours of CLE each year on Abuse and Neglect related topics.

These objectives for the grant would be achieved by September 30th 2009.

3. Activities:

The County will establish and maintain an office of parental representation consistent with county purchasing, HR, and departmental operating policies. The County will determine the best way to organize the management of this office consistent with the sound practice of law and in coordination with the needs of the judiciary. An oversight committee would be formed to provide operational oversight & guidance to the PDO-PR and to resolve any conflicts of interest that may occur between the PDO-PR and the Public Defender's Office of Child Representation. (PDO-CR) This Committee will consist of (1) two County Commissioners or their appointees (2) two Civil Judges (3) one private attorney with a background in CPS cases; and (4) one representative of the Texas Department of Family and Protective Services. This Committee would be established by October 2008.

This committee would meet as needed but at least twice per year on issues affecting the PDO-CR and the PDO-PR, as well as participate in an informal annual evaluation of the PDO-CR and the PDO-PR.

The County would employ a managing attorney, and three (3) staff attorneys as well as a paralegal, a legal secretary, an office specialist, and a social worker. The managing attorney would be hired by November 2008. The remainder of the positions would be filled by the managing attorney as soon as possible. The Chief PD once hired may adjust salaries or determine other positions are more appropriate to meet the needs of representation.

Using the standards to be established by the Public Defender's Office in Travis County, the PDO-PR would develop written policies and procedures for the office that will govern the operations of the PDO-PR. These policies would include how any conflicts of interest between the PDO-PR & the PDO-CR would be resolved.

CPS cases would be referred to the PDO-PR based on the method currently in place to establish indigence in the Civil Courts to receive Court appointed Counsel. The present process typically is once a parent appears in Court for the first time after service of process, the parent fills out an affidavit requesting a court appointed counsel and provides information regarding their assets, liabilities, number of dependents, and any government assistance that they receive. Upon review of this information, if the parent is at 150 percent of the federal poverty guideline, the Court appoints them an attorney as soon as practicable and provides them with the name, address, and phone numbers for their legal counsel. The PDO-PR would not be part of the indigence determination process. An added assessment would have to be made by the PDO-PR regarding whether a conflict of interest exists that would preclude the appointment of the PDO-PR. If such a conflict exists then a private attorney on the Court's appointment list would be appointed for the parent instead of the PDO-PR.

In addition to progress reports the County will contract with a professional evaluation agency or establish an MOU with a public or private higher education agency to conduct an evaluation of the outcomes and efficiency of the establishment of this office. The results will be provided to the commissioners court and CIP.

4. Method of Evaluation:

This grant requires progress reports to provide information on the effectiveness of the program. The CIP grant administrator will construct a progress report that best reflects the actual work being performed in this program and is consistent with the FY2009 application. The county will be able to request modifications to the report when the performance measures are determined to not accurately reflect the work performed. The program performance of the grant funded portion of the PDO-PR will be evaluated through an informal assessment of the Office by the oversight committee as well as:

Grant implementation milestones (ie finding office location, hiring Chief, support staff, etc...)for which implementation have been met.

The number of cases referred to the grant funded position meets the expectations of the grant.

A survey of District Court Judges & Associate Judges showing how they rate the attorneys appointed to Abuse and Neglect cases. The goal will be to have 80% of the judges rate the attorneys' representation as "satisfactory" or better.

The percentage of PD counsel assigned to Abuse and neglect cases that have completed at least 8 hours of CLE each year on specialized training applicable to Abuse and Neglect cases. The goal would be 100% compliance by September 30, 2009.

As assessment of the fiscal impact of the grant on the County would be completed. The impact would be assessed by comparing the cost per case of cases handled by the PDO-PR with a historical average cost per case and by comparison to current court appointed abuse and neglect cases not represented by the PDO-PR.

5. Future Funding:

This grant is intended to support the creation of a larger PDO-PR program by leveraging County General Fund dollars and these grant funds to allow for an expedited execution of the program. It is the intent of the County to make a good faith effort to continue the programming after the grant expires.

Travis County will also pursue alternative funding sources, including grants from private foundations and/or other State/Federal government grants available for indigent defense.

6. Budget Narrative (Include information on match):

This grant would provide a percentage of the total outlay up to \$300,000 for the creation and operation of a Public Defender Office for Child Representation. The budget categories below are for the operation of the department.

\$455,457 – Personnel - Managing attorney, and three (3) staff attorneys as well as a paralegal, a legal secretary, an office specialist, and a Social Worker.

\$145,526 – Estimated Travis County Fringe

\$8,700 – Travel (and Training) expenses for the attorneys and staff

\$92,675 – Equipment - Furniture, computers and other electronic equipment

\$14,110 – Supplies – General cost associated with office operations (telephone, office supplies, subscriptions, licenses, membership, etc...)

\$40,500 – Contractual - Program evaluation and other contractual relationships.

Budget

Texas CIP Grant		Requested			
		Total Program	Amount of CIP Funds Requested	Cash Match	In-Kind Match
a	Personnel	\$455,457	\$180,506	\$274,951	
b	Fringe Benefits	\$145,526	\$57,675	\$87,851	
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d	Equipment	\$92,675	\$36,729	\$55,946	
e	Supplies	\$14,110	\$5,592	\$8,518	
f.	Contractual	\$40,500	\$16,050	\$24,450	
g	Construction	\$0	\$0	\$0	
h	Other	\$0	\$0	\$0	
i	Total Direct Charges (sum a-h)				
j	Indirect Charges	\$0			
k	Totals	\$756,968	\$300,000	\$456,968	

Requested Grant Period: The Grant becomes effective October 1, 2008 and ends September 30, 2009 unless terminated or otherwise modified.

Required Program Reports: The sub-grantee shall submit a program progress report on April 1, 2009 and a final program report on November 15, 2009.

GRANT SUMMARY SHEET

Check One:	Application Approval: <input type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input checked="" type="checkbox"/>	Status Report: <input type="checkbox"/>

Department/Division:	Civil Courts
Contact Person:	Judge Darlene Byrne
Title:	Judge, 126 th District Court
Phone Number:	854-9313

Grant Title:	Office of Child Representation		
Grant Period:	From:	10/1/2008	To: 9/30/2009
Grantor:	The Supreme Court of Texas, Task Force on Foster Care		

Check One:	New: <input checked="" type="checkbox"/>	Continuation: <input type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	One-Time Award: <input checked="" type="checkbox"/>	Ongoing Award: <input type="checkbox"/>	
Type of Payment:	Advance: <input type="checkbox"/>	Reimbursement: <input type="checkbox"/>	

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	<i>County Match</i>	In-Kind	TOTAL
Personnel:	0	251,489	0	381,366	0	632,855
Operating:	0	48,511	0	73,564	0	122,075
Capital Equipment:	0	0	0	0	0	0
Indirect Costs:	0	0	0	0	0	0
Total:	0	300,000	0	454,930	0	754,930
FTEs:	0.00	0.00	0.00	0.00	0.00	8.00

Performance Measures	Projected FY 09 Measure	Progress To Date:				Projected FY 10 Measure
		12/31/08	3/31/09	6/31/09	9/30/09	
Number of children in permanent managing conservatorship participating in the program.	TBD					TBD
Reduction in time to final order.	TBD					TBD
Reduction in the number of cases requesting to extend the statutory deadline.	TBD					TBD

The program will establish baselines for its identified performance measures and will identify quantitative and qualitative benchmarks for achievement. For example, successful performance of the goal of earlier representation would be evaluated by establishing the current average appointment time after case initiation (baseline), and tracking the assignments of public

defenders to establish the reduction of appointment time toward the identified goal (the benchmark).

Auditor's Office Contract Approval: ☐

Staff Initials: _____

Auditor's Office Comments:

PBO Recommendation:

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

Section 107.102 of the Texas Family Code requires a Judge to appoint an attorney ad litem to represent the interests of children in Child Protective Services (CPS) suits. This request is intended to improve compliance with the Code by recommending the establishment of a Child Public Defender's Office. This new office would provide quality and consistent legal representation to children in CPS cases using qualified attorneys who have subject area expertise, institutional knowledge and experience with the CPS dockets of Travis County in child abuse and neglect cases.

Historically, the growth in civil indigent attorney costs has largely been driven upward by an increase in the number and complexity of cases, and due to population growth. The Civil Courts request that Commissioners' Court consider establishing a public defender's office that will provide children in Child Protective Services (CPS) cases with quality, efficient legal representation in child abuse and neglect cases pending in Travis County.

The activities of a Child Public Defender's Office would be those of a small law office. They would investigate their cases on behalf of their clients, conduct thorough and independent investigations of their client's cases, conduct all court hearings, develop a theory of their client's case, attend all hearings and trials, prepare their cases for appeal and draft all documents necessary for the appeal, and counsel their clients throughout the pendency of their client's case.

Additionally, they would be able to utilize the assistance of two legal secretaries, a paralegal, and an investigator when needed. The managing child public defender would also ensure total office quality, develop the annual budget for the office, and develop and follow a recruiting and hiring program for attorneys and office staff. The attorneys on staff would be able to receive continuing legal education in the area of child abuse and neglect.

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

This grant is for one year, however the grantor has indicated that the funding will be made available to Travis County for two subsequent years.

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

The grant requires a 25% match. This match met by applying a portion of the General Fund commitment to the overall office of Child Representation. No additional funds, outside of the FY 09 budget request are required to support this grant.

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

Indirect costs are not part of the grant. The grant is off setting the costs of a larger budget proposal.

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

The grant does not require program continuation. However, this grant is to provide start-up costs for a larger Office of Child Representation. On termination of the grant, these funds will be requested to be continued as part of the General Fund. Efforts will be made to find additional funding from additional grants, if possible to support the program.

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

The County is required to provide indigent attorney assistance and currently allocates significant General Fund dollars toward this program, this grant as well as the larger general fund FY 09 request, provides a cost effective alternative for the provision of these services.

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

This grant and the larger program request will provide an alternative method of providing indigent attorney assistance. It is hoped that through the use of a public defender office, cases can be handled in a more efficient manner.



THE SUPREME COURT OF TEXAS
PERMANENT JUDICIAL COMMISSION FOR CHILDREN, YOUTH AND FAMILIES

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HON. HARRIET O'NEILL
VICE CHAIR:
HON. JOHN SPECIA

201 WEST 14TH STREET, ROOM 104 • P. O. BOX 12248 • AUSTIN, TEXAS 78711-2066
TELEPHONE (512) 463-9352 • FACSIMILE (512) 463-8854

EXECUTIVE DIRECTOR:
TINA AMBERBOY

STATEMENT OF GRANT AWARD
COURT IMPROVEMENT PROGRAM
FY 2009

Grant Number: 201-09-0014
Grantee Name: Travis County
Program Title: Office of Child Representation
Grant Period: 10/1/2008-9/30/2009
Grant Award Amount: \$300,000

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d	Equipment	\$93,375	\$37,106	\$56,269	
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f	Contractual	\$10,500	\$4,173	\$6,327	
g	Construction	\$0	\$0	\$0	
h	Other	\$0	\$0	\$0	
i	Total Direct Charges (sum a-h)	\$754,930	\$300,000	\$454,930	
j	Indirect Charges	\$0			
k	Totals	\$754,930	\$300,000	\$454,930	

By his signature, the subgrantee agrees to the following:

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- That disbursement is subject to the availability of funds, and disbursed quarterly on a reimbursement basis unless otherwise stated in the subgrantee's Final Application.

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- The Chief Public Defender must develop an office procedures manual which will include basic practice standards. It is recommended that a basic manual be completed prior to representation commencing and be updated at least annually.

Signature of Subgrantee

The Honorable Samuel T. Biscoe, County Judge
Name & Title (must print or type)

Date



Signature of Grant Administrator

Bryan Wilson, Grant Administrator
Name & Title (must print or type)

August 5, 2008
Date

Grant Certifications:

CIP is required to ensure that all CIP subgrantees certify to the best of their knowledge and belief that the subgrantee will comply with the certifications listed below:

Certification Regarding Lobbying

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

(1) The subgrantee certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) If the subgrantee is unable to certify to the statement above, such subgrantee shall attach an explanation to this proposal.

Certification Regarding Environmental Tobacco Smoke

Public Law 103227, the Pro Children Act of 1994, prohibits smoking in any portion of any indoor facility owned, leased or contracted for by an entity and used routinely or regularly to provide health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in a fine of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

Additional Certifications

Applicant understands that CIP grants awarded to a governmental entity are governed by OMB Circular A-87 and that CIP grants awarded to a non profit organization are governed by OMB Circular A-110.

Applicant understands that CIP funds expended must be reasonable and necessary to carry out the objectives of the program for which funding is sought.

Applicant understands that CIP funds are paid on a reimbursement basis and must be supported by appropriate documentation.

Applicant understands that funding is subject to approval by the Supreme Court Children's Commission or its successor entity.

Applicant understands that projects funded by CIP must involve meaningful and on-going collaboration of local or statewide stakeholders.

Subgrantee certifies to all of the above

Signature

COURT IMPROVEMENT PROGRAM

Award Terms

Final Application

Grant Fund Category Requested: ☒ New ☐ Continued

Subgrantee

Name: Samuel T. Biscoe
Title: Constitutional County Judge
Organization: Travis County, Texas
Address: 314 West 11th Street, Suite 520
Austin, Texas 78701
Phone: 512-854-9555
Fax: 512-854-9535
E-mail: sam.biscoe@co.travis.tx.us

Requestor is designated as a(n):

☐ State Agency ☐ Non-Profit Organization
☒ Unit of Local Government ☐ Educational Institution
☐ Other (describe): _____

Program Type Requested: ☒ Basic Program ☐ Data ☐ Training

Program Title: Office of Child Public Defender

1. Program Issue or Problem:

This program is submitted to improve compliance with Tex. Family Code § 107.012 by providing early, consistent legal representation to children by attorneys who have subject area expertise, institutional knowledge, and experience with the CPS dockets of Travis County and monitor the fiscal impact of Tex. Family Code §107.012.

Travis County has been seeing an increase in the number of Child Protective Service Abuse and Neglect cases entering the system in the County. Texas Family Code §107.012 requires the Court to appoint counsel for each child who is the subject of a petition filed by a governmental entity in which conservatorship or termination of parental rights is requested.. These cases require consistent legal representation by attorneys who have subject area expertise, institutional knowledge, and experience with the CPS docket in Travis County. By improving access to highly qualified legal services in this difficult area of law, the program should assist in providing safety, permanency, and well-being outcomes for the children, and improve overall efficiency of the court process.

Historically, the growth in the number of Child Protective Service Abuse and Neglect cases has largely been driven upward by an increase in the number and complexity of cases in addition to the ever increasing population growth. Listed below are the Total Number of cases that required child representation in Travis County from 2004 through 2007:

	Total Number of Child Cases
Fiscal Year 2004	483
Fiscal Year 2005	492
Fiscal Year 2006	551
Fiscal Year 2007	487

These cases have had the following estimated fiscal impact on the County:

	Child Costs
Fiscal Year 2004	\$ 723,837
Fiscal Year 2005	\$ 689,367
Fiscal Year 2006	\$ 810,328
Fiscal Year 2007	\$ 779,730

** Through March of Fiscal Year 2008, expenditures for child representation is \$414,630.*

A new Office of Child Public Defender (PDO-CR) in CPS cases would provide quality, efficient legal representation for children in child abuse and neglect cases pending in Travis County.

The funds requested would provide initial funding for part of the costs of a larger Office of Child Public Defender.

By improving access to highly qualified legal services in this difficult area of law, the program should improve outcomes for children, and improve the overall efficiency of the court process.

This Office would have the following benefits:

- improved quality and consistency of representation due to smaller number of more qualified attorneys with a supervising attorney.
- office will develop institutional resources and subject-area expertise.
- office can hire trained support professionals.

The Office of Child Public Defender would be a small law office. The attorneys on staff would:

- investigate cases on behalf of their clients;
- conduct thorough and independent investigations of their client's cases, conduct discovery and respond to discovery;
- file pleadings and respond to pleadings, prepare for all court hearings, mediations, and trials and develop a theory of their client's case;
- meet with their clients prior to each hearing or ask for an exception in accordance with the Texas Family Code 107.004(d);
- visit each of the child's placements at least once;
- ensure their client is involved in their case planning, if age appropriate;
- as appropriate, attend CPS family group conferences, family team meetings, and case planning meetings of which the attorney has notice, statutory hearings and other hearings of which the attorney has notice, mediations, and trials;
- ensure all clients attend each permanency hearing unless excused by court order and ensure all clients four and older are given the opportunity to meet with the judge privately, if the child so desires and if the court determines it is in the best interest of the child;
- prepare their cases for appeal and draft all documents necessary for an appeal, and counsel their clients throughout the pendency of their client's case.

Through this grant, the County will leverage County General Fund and Grant resources to begin to implement the creation of this new office starting in October of 2008.

2. Program Objective:

Goals for the office would be:

- To provide legal counsel as lead attorney for approximately 400 Abuse and neglect cases for the office as a whole and 100 cases for the grant funded position.
- For all attorneys employed by the PDO-CR to attend at least 8 hours of CLE each year on Abuse and Neglect related topics.

These objectives for the grant would be achieved by September 30th 2009.

3. Activities:

The County will establish and maintain an office of child representation consistent with county purchasing, HR, and departmental operating policies. The County will determine the best way to organize the management of this office consistent with the sound practice of law and in coordination with the needs of the judiciary. An oversight committee would be formed to provide operational oversight & guidance to the PDO-CR and to resolve any conflicts of interest that may occur between the PDO-CR and the Office of Parental Representation. (PDO-PR) This Committee will consist of (1) two County Commissioners or their appointees (2) two Civil Judges (3) one private attorney with a background in CPS cases; and (4) one representative of the Texas Department of Family and Protective Services. This Committee would be established by October 2008.

This committee would meet as needed but at least twice per year on issues affecting the PDO-CR and the PDO-PR as well as participate in an informal annual evaluation of the PDO-CR and the PDO-PR.

The County would employ a managing attorney, and three (3) staff attorneys as well as a paralegal, two legal secretaries, and an investigator. The managing attorney would be hired by November 2008. The remainder of the positions would be filled by the managing attorney as soon as possible. The Chief PD once hired may adjust salaries or determine other positions are more appropriate to meet the needs of representation.

Using the standards to be established by the Public Defender's Office in Travis County, the PDO-CR would develop written policies and procedures for the office that will govern the operations of the PDO-CR. These policies would include how any conflicts of interest between the PDO-CR & the PDO-PR would be resolved.

CPS cases would be referred to the PDO-CR by the Court in accordance with the Texas Family Code's statutory requirement to appoint counsel for the child immediately after the filing of the petition, but before the full adversary hearing.

In addition to progress reports the County will contract with a professional evaluation agency or establish an MOU with a public or private higher education agency to conduct an evaluation of the outcomes and efficiency of the establishment of this office. The results will be provided to the commissioners court and CIP.

4. Method of Evaluation:

This grant requires progress reports to provide information on the effectiveness of the program. The CIP grant administrator will construct a progress report that best reflects the actual work being performed in this program and is consistent with the FY2009 application. The county will be able to request

modifications to the report when the performance measures are determined to not accurately reflect the work performed. The program performance of the PDO-CR will be evaluated through an informal assessment of the Office by the oversight committee as well as:

Grant implementation milestones (ie finding office location, hiring Chief, support staff, etc...)for which implementation have been met.

The number of cases referred to the grant funded position meets the expectations of the grant.

A survey of District Court Judges & Masters showing how they rate the attorneys appointed to Abuse and Neglect cases. The goal will be to have 80% of the judges rate the attorneys' representation as "satisfactory" or better.

The percentage of PD counsel assigned to abuse and neglect cases that have completed at least 8 hours of CLE each year on specialized training applicable to Abuse and Neglect cases. The goal would be 100% compliance.

As assessment of the fiscal impact of the grant on the County would be completed. The impact would be assessed by comparing the cost per case of cases handled by the PDO-CR with a historical average cost per case and by comparison to current court appointed abuse and neglect cases not represented by the PDO-CR.

5. Future Funding:

This grant is intended to support the creation of a larger PDO-CR program by leveraging County General Fund dollars and these grant funds to allow for an expedited execution of the program. It is the intent of the County to make a good faith effort to continue the programming after the grant expires.

Travis County will also pursue alternative funding sources, including grants from private foundations and/or other State/Federal government grants available for representation of children in abuse and neglect cases.

6. Budget Narrative (Include information on match):

This grant would provide a percentage of the total outlay up to \$300,000 for the creation and operation of a Public Defender Office for Child Representation. The budget categories below are for the operation of the department.

\$481,809 – Personnel - Managing attorney, and three (3) staff attorneys as well as a paralegal, two legal secretaries, and an investigator.

\$151,046 – Estimated Travis County Fringe

\$6,800 – Travel (and Training) expenses for the attorneys and staff

\$93,375 – Equipment - Furniture, computers and other electronic equipment

\$11,400 – Supplies – General cost associated with office operations (telephone, office supplies, subscriptions, licenses, membership, etc...)

\$10,500 – Contractual - Program evaluation and other contractual (ex...investigators)

Budget

Texas CIP Grant		Requested			
		Total Program	Amount of CIP Funds Requested	Cash Match	In-Kind Match
a	Personnel	\$481,809	\$191,465	\$290,344	
b	Fringe Benefits	\$151,046	\$60,024	\$91,022	
c	Travel	\$6,800	\$2,702	\$4,098	
d	Equipment	\$93,375	\$37,106	\$56,269	
e	Supplies	\$11,400	\$4,530	\$6,870	
f	Contractual	\$10,500	\$4,173	\$6,327	
g	Construction	\$0	\$0	\$0	
h	Other	\$0	\$0	\$0	
i	Total Direct Charges (sum a-h)	\$754,930	\$300,000	\$454,930	
j	Indirect Charges	\$0			
k	Totals	\$754,930	\$300,000	\$454,930	

Requested Grant Period: The Grant becomes effective October 1, 2008 and ends September 30, 2009 unless terminated or otherwise modified.

Required Program Reports: The sub-grantee shall submit a program progress report on April 1, 2009 and a final program report on November 15, 2009.

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GRANT SUMMARY SHEET

Check One:	Application Approval <input type="checkbox"/>	Contract Approval <input checked="" type="checkbox"/>	Status Report <input type="checkbox"/>
------------	---	---	--

Department/Division:	TNR/ Natural Resources & Environmental Quality Division
Contact Person:	Melinda Mallia
Title:	Environmental Project Manager
Phone Number:	854-4460

Grant Title:	FY08 HCP Land Acquisition Assistance		
Grant Period:	From:	August 26, 2008	To: August 31, 2011
Grantor:	U.S. Fish & Wildlife Service through TX Parks & Wildlife Dept.		

Check One:	New: <input type="checkbox"/>	Continuation: <input type="checkbox"/>	Amendment: <input checked="" type="checkbox"/>
Check One:	One-time Award: <input checked="" type="checkbox"/>	Ongoing Award: <input type="checkbox"/>	
Type of Payment:	Advance: <input type="checkbox"/>	Reimbursement: <input checked="" type="checkbox"/>	

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	<i>County Match</i>	In-Kind	TOTAL
Personnel						
Operating	5,250,000			1,750,000		7,000,000
Capital Equipment						
Indirect Costs						
TOTAL:						
FTEs:						

Performance Measures	Proj. FY07 Measure	Progress As Of:				Proj. FY08 Measure
		12/31/07	3/31/08	6/31/09	9/30/10	
Acquire 30,428 acres with BCP partners to meet terms of FWS permit for endangered species protection	27,906	27,906				27,923
Measures For Grant						
Purchase 15 acres endangered species habitat for BCP						15

PBO Recommendation:

PBO concurs. 

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

Federal grant funds in the amount of \$7,000,000 were requested through the Section 6 Habitat Conservation Plan Land Acquisition Assistance Program to acquire land with endangered species habitat for the Balcones Canyonlands Preserve (BCP). The Texas Parks and Wildlife Department (TPWD) will rank and score grant applications from Texas in conjunction with the Austin District Office of the U.S. Fish and Wildlife Service (USFWS). The grant is nationally competitive, with final scoring and selection done at the Washington DC USFWS office.

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

The County is required to maintain properties purchased with HCP grant funds according to land management plans approved by the U.S. Fish and Wildlife Service.

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

The grant requires a minimum match of 25% or \$1,750,000. Matching funds are available in the approved budget, account 038-4909-629-8112.

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

The grant does not provide funding for the county's indirect costs; it is limited to funding for land purchases and associated costs, such as appraisals, surveys and title work. Funding for TPWD administrative costs as a pass-through entity are included in the budget, as required by the TPWD.

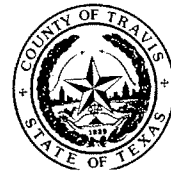
5. County Commitment to the Program Upon Discontinuation of Grant by Grantor: Will the program discontinue upon discontinuance of the grant funding? (Yes/No) If No: What is the proposed funding mechanism: (1) Request additional funding (2) Use departmental resources. If (2) is answered, provide details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

The BCP partners must protect 30,428 acres plus 62 additional cave properties by 2016 under the terms of Regional Permit #PRT-788841. These obligations remain whether or not grant funding continues.

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

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

The grant will help the county meet its acquisition goals for the BCP.



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4697

August 14, 2008

MEMORANDUM

TO: Members of the Commissioners' Court
Carol B. Gieselman
FROM: Joseph P. Gieselman, Executive Manager, TNR

SUBJECT: Grant Contract Amendment for FY08 HCP Land Acquisition Assistance

Proposed Action: Consider amendment to grant contract with the Texas Parks and Wildlife Department (TPWD) for land acquisition assistance and take appropriate action.

Summary and Staff Recommendation: Federal grant funds in the amount of \$5,250,000 have been awarded to acquire land with endangered species habitat for the Balcones Canyonlands Preserve (BCP). The amendment increases the County's contract for Section 6 Land Acquisition Assistance Funds and extends the termination date to October 31, 2011. The Texas Parks and Wildlife Department (TPWD) administers this pass-through grant from the U.S. Fish and Wildlife Service. Staff recommends approval.

Budgetary and Fiscal Impact: The grant requires a minimum match of 25% or \$1,750,000. Matching funds are available in the approved budget, account 038-4909-629-8112.

Background: The BCP partners must protect a minimum of 30,428 acres and 62 caves under the terms of Regional Permit #PRT-788841. To date 28,001 acres and 43 caves have been protected. Another 2,427 acres and 19 caves are needed by 2016 to comply with the terms of the permit.

The BCP has received \$58,253,794 in federal assistance through the HCP Land Acquisition Assistance Program and matched with \$19,417,932 in local government funds. This brings the cumulative total of grant funds for this program to \$77,671,726.

Exhibits: Amendment 08 to Interlocal Contract No. 80573

Required Authorizations: Jessica Rio, PBO

MSM:JPG:msm

cc: John Hille, CA
Jessica Rio, PBO
Michelle Gable, Auditor
Jon White, TNR
Rose Farmer, TNR
Donna Williams-Jones, TNR
Kevin Connally, TNR
Melinda Mallia, TNR

AMENDMENT TO CONTRACT

THE STATE OF TEXAS)
)
 COUNTY OF TRAVIS)
)

AMENDMENT 08 TO INTERLOCAL CONTRACT NO. 80573

It is mutually understood and agreed by and between the undersigned contracting parties of the above numbered Interlocal Contract to amend said contract as follows:

The total amount of the Interlocal contract regarding the Balcones Canyonlands Conservation Plan (E-5-L AFA) federal contribution is hereby increased by \$5,250,000.00. These funds shall be used for acquisition of additional Balcones Canyonlands Preserve Land.

The new federal contract amount not to exceed is Fifty Three Million Two Hundred Fifty Three Thousand Seven Hundred Ninety Four Dollars (\$58,253,794.00)

Revision of Grant Cost:

	<u>Federal</u>	<u>Third Party</u>	<u>Total</u>
Previous	\$ 53,003,794.00	\$ 17,667,932.00	\$ 70,771,726.00
Awarded 2008	\$ 5,250,000.00	\$ 1,750,000.00	\$ 7,000,000.00
Total as of 2008	\$ 58,253,794.00	\$ 19,417,932.00	\$ 77,671,726.00
Percent	75%	25%	100%

In addition the above referenced contract is extended through October 31, 2011.

This Amendment shall become effective **Upon Signature by Both Parties.** All other terms and conditions not hereby amended are to remain in full force and effect.

RECEIVING AGENCY

PERFORMING AGENCY

TEXAS PARKS AND WILDLIFE DEPARTMENT

TRAVIS COUNTY

By: Michelle R Croft, CTPM
 Director of Purchasing, Contracting and
 Distribution Services

By: Authorized Signature

Date

Date



United States Department of the Interior

FISH AND WILDLIFE SERVICE
P.O. Box 1306
Albuquerque, New Mexico 87103



In Reply Refer To:
R2/WSFR
TX E-5-L-1

JUN - 4 2008

Carter Smith, Executive Director
Texas Parks and Wildlife Department
4200 Smith School Road
Austin, Texas 78744

Attention: C. Craig Farquhar, Section 6 Grant Program Coordinator
Dear Mr. Smith:

The enclosed Application for Federal Assistance (AFA), TX E-5-L-1, Amendment No. 10, Balcones Canyonlands Preserve, is for additional funding under the Endangered Species Habitat Conservation Plan Land Acquisition Grant Program. The purpose of this grant is for Texas Parks and Wildlife Department (the Department), as grantee, and Travis County, as subgrantee, to acquire in fee simple two tracts of land, approximately 5.6 acres and 1.2 acres, known as Four Points Cave - Phase 2. These tracts are near the 17.3-acre tract funded in FY 2007, and adjacent to preserve lands already owned by Travis County. The acquisition of these two tracts will further the protection of the caves area from development and provide critical connectivity between adjacent protected lands. Title to this interest in real property will vest with Travis County. The effective date is June 1 with an agreement period of September 15, 1998 - October 31, 2011. The U.S. Fish and Wildlife Service (the Service) policy is to allow for up to 3 years for the expenditure of nontraditional Cooperative Endangered Species Conservation Fund/Section 6 funds. Any extension will require the approval from the Director of the Service. The approved cost share is as follows:

	Previously Approved Funding	Amendment \$	Total \$	%
State \$	11,787,932	\$ 1,750,000	\$ 13,637,932	25
Federal \$	35,363,794	\$ 5,250,000	\$ 40,613,794	75

An AFA amendment will be required to add or delete a project; increase or decrease the Federal funds; revise the rate of Federal participation; or, modify the agreement period.

This grant award is subject to the following conditions:

1. The Department must submit to the Chief of the Wildlife and Sport Fish Restoration Program (WSFR Program) an Interim Financial Status Report (SF 269) and an Interim Performance Report 90 days after the 1-year anniversary of the effective date of the grant (reports due December 14). The Department must also submit a Final Financial Status Report and Final Performance Report 90 days after the end of the grant period (reports due January 29, 2012). If these reports are not received within the 90-day-period, the

Carter Smith, Executive Director

2

WSFR Program may: 1) withhold cash payments; 2) deny the use of Federal funds and credit for the use of matching cash and in-kind contributions for all or part of the award; 3) suspend or terminate the award, partially or entirely; 4) withhold further awards for the grant program; and 5) pursue other legal remedies. The sanctions that the WSFR Program imposes will remain in effect until the required reports are received. [(43CFR12.80(b)(1); 43CFR12.81(b)(3); U.S. Fish and Wildlife Service "Interim Guidance for Financial Status and Performance Reporting," January 28, 2008]

2. This grant includes stewardship investment activities that must be reported by Catalog of Federal Domestic Assistance number with the annual Performance and/or Financial Status Report(s).
3. Submission of a certified appraisal indicating the market value of the real property interest (i.e., fee simple, conservation easement in perpetuity, etc.) to be acquired including in-kind match properties, if applicable. The appraisal must not only conform to Uniform Standards of Professional Appraisal Practice (USPAP), but also conform to the Uniform Appraisal Standards for Federal Land Acquisition (UASFLA) as of December 2000 (available at www.usdoj.gov).
4. Certified review of the appraisal, which also conforms to USPAP and UASFLA.
5. Receipt of the notification to the landowner of just compensation for the property to be acquired (Example form enclosed).
6. Receipt of a signed Cooperative Agreement between grantee and subgrantee. The agreement will have language which provides assurance that the lands or monies will revert to the Service in case of noncompliance by the subgrantee.
7. Surveys, maps, and legal descriptions for all lands acquired including in-kind match properties.
8. Title Vesting Evidence, such as a title insurance policy or a certificate from the Attorney General or other authorized State official, signifying that title is vested in the real property interest acquired by the grantee or subgrantee.
9. As outlined in the Division of Federal Aid Assurances form, grantee and/or subgrantee will record the Federal interest in the real property acquired with Endangered Species Habitat Conservation Plan Land Acquisition Grant Program funded by the Secretary of the Interior. Grantee and/or subgrantee will also include a covenant in the recording instrument acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
10. All Grant conditions identified in previous award letter(s) remain in effect.

This office will notify you in writing once the preliminary land conditions 3-7 have been met and final approval is granted for the property to be acquired. Upon completion of this purchase, please provide copies of the summary of the land costs which outlines the approved costs associated with this acquisition (copy enclosed), deed (recorded instrument), settlement statement, and final title vesting evidence to this office.

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Carter Smith, Executive Director

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Acceptance of a Federal financial award carries with it the responsibility to be aware of and comply with the terms and conditions of the award, including those assurances submitted annually by your agency (per <http://www.doi.gov/pam/TermsandConditions.html>). Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means. Awards are based on the application and supporting documents as submitted to and approved by the WSFR Program.

Please contact Carlotta Ortiz, Grant Manager, at 505-248-7456, or me at 505-248-7465, with any questions or concerns about the terms of this award.

Sincerely,

A handwritten signature in black ink, appearing to read "Stephen M. Robertson", written over a horizontal line.

Stephen M. Robertson
Chief, Wildlife and Sport Fish Restoration Program

Enclosures

cc: Assistant Regional Director, Ecological Services (Attn: Luella Roberts-Stroebe), USFWS, R2

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TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

RECEIVED
COUNTY JUDGE'S OFFICE
08 AUG 20 PM 1:07

Please consider the following item for:

Voting Session:

August 26, 2008

I. A. Request made by:

Rodney Rhoades, Executive Manager, Planning & Budget (49106)

CONSIDER AND TAKE APPROPRIATE ACTION ON VARIOUS ISSUES RELATED TO THE FY '09 BUDGET PROCESS, INCLUDING:

- A. REMAINING SCHEDULE IN SEPTEMBER FOR PUBLIC HEARINGS, ADVERTISEMENTS, MARK-UP AND FINAL ADOPTION OF FY '09 COUNTY BUDGET;
- B. STATUTORILY REQUIRED NEWSPAPER ADVERTISEMENT FOR PUBLIC HEARINGS ON PROPOSED FY '09 TAX RATE;
- C. OTHER ADVERTISEMENTS NECESSARY TO COMPLETE THE FY '09 BUDGET PROCESS; AND
- D. OTHER RELATED ISSUES.

Approved by:

Signature of Commissioner(s) or County Judge

II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (Original and eight copies of agenda request and backup).

B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request. Send a copy of this Agenda Request and backup to them:

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

- _____ Additional funding for any department or for any purpose
- _____ Transfer of existing funds within or between any line item budget
- _____ Grant

Human Resources Department (854-9165)

- _____ A change in your department's personnel (reclassifications, etc.)

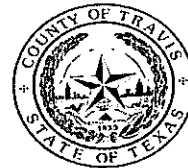
Purchasing Office (854-9700)

- _____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

- _____ Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: This Agenda Request complete with backup memorandum and exhibits should be submitted to the County Judge's Office no later than 5:00 p.m. on Monday for the next week's meeting. Late or incomplete requests may be deferred to the next subsequent meeting.




PLANNING AND BUDGET OFFICE

TRAVIS COUNTY, TEXAS

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

MEMORANDUM

TO: Judge and Commissioners Court

FROM: Rodney Rhoades 

DATE: August 15, 2008

SUBJECT: Budget Adoption Calendar and Draft Ads

Attached, please find a calendar for the months of August and September that will reflect the dates and requirements to adopt the budget on September 23rd. I hope that this will be a good reference for you as we go through the next month. You will see that between the public notice and hearing requirements, the window is beginning to close.

I am also including a draft copy of the Public Hearing on Tax Increase ad that is required to be placed in the newspaper and on-line should the Commissioners Court choose to adopt a rate above the effective tax rate. Also, included are two other required ads. The Public Hearing on the Proposed FY 09 Budget ad is scheduled to be advertised in the Austin Chronicle on September 11th. The Notice of Tax Revenue Increase ad will run twice in the Austin American Statesman. PBO has highlighted all figures in the ads that could change during mark-up. Mark-up will begin on September 3rd and is scheduled to be completed on the 5th. We will need Court action on the tax rate no later than noon on the 4th in order to meet the deadline for submission to the newspaper.

Please let me know if you have any questions regarding the attached information. I am happy to meet with you individually at your convenience.

Rodney Rhoades
Executive Manager, Planning and Budget

CC: Susan Spataro
Barbara Wilson
Leroy Nellis
Jessica Rio

August 2008

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Notes:				1	2	3
4	5	6	7 Budget Hearings 1:30 - 5:00	8	9	10
11 Budget Hearings 1:30 - 5:00	12	13 Budget Hearings 1:30 - 5:00. Public Hearing on Preliminary Budget at 6 PM.	14 Budget Hearings 1:30 - 5:00	15 Budget Hearings 9:00 - Noon	16	17
18	19 Commissioners Court receives budget agenda worksheet	20	21	22	23	24
25	26 Budget agenda worksheets due to PBO by 5 PM. Court considers ads; 1) Public Hearing on Proposed FY 09 Budget; 2) Notice of Tax Revenue Increase; 3) Notice of Public Hearing on Tax Increase.	27	28 PBO distributes consolidated budget agenda worksheets for mark up.	29	30	31

September 2008

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
1	2	3 Budget mark-up 9-noon and 2-5	4 Budget mark-up 9-noon and 2-5. Court votes on proposed tax rate by noon.	5 Budget mark-up 9-noon and 2-5	6	7
8 AAS ad appears (Notice of Public Hearing on Tax Increase)	9 Court considers FY09 Budget Rules. Court also discusses and takes action on remaining mark-up items.	10	11 Austin Chronicle Ad appears (Notice of Public Hearing on Proposed FY 09 Budget)	12	13	14
15	16 Public Hearing on proposed tax rate. Court also discusses and takes action on remaining mark-up items.	17 AAS ad appears (Notice of Tax Revenue Increase).	18	19 9:00 AM - Second Public Hearing on proposed tax rate, PBO files proposed budget.	20 AAS ad appears (Notice of Tax Revenue Increase).	21
22	23 Court holds Public Hearing on Proposed FY 09 Budget and adopts FY 09 County Tax Rate and Budget. Court adopts FY09 Budget Rules.	24	25	26	27	28
29	30 Court approves order designating FY 09 regular meeting day.	Notes:				

This ad needs to run in the Monday, September 8 edition of the Austin American Statesman. Headline must be 24 point font. Must not be in classified or legal notices section but be a regular display ad; prefer the Metro and State section. Also, this notice with the wording shown below must be placed on the County's web site by September 8 and must continue to appear on the web site until September 19. (Note: A link and explanation of how to get to the entire notice should appear on the home page). Further, a 60 second broadcast of this notice must also appear on TCTV 5 times each day between 7 AM and 9 PM starting on September 8 and running through September 19.

THOSE SECTIONS OF THE AD THAT MAY CHANGE BASED ON BUDGET MARK-UP ON SEPTEMBER 3 AND 4 ARE HIGHLIGHTED IN THE AD BELOW

Notice of Public Hearing on Tax Increase

Travis County property taxes are used to fund operations such as law enforcement, the jails, the courts and prosecutors, roads, parks, social services, juvenile justice, and emergency medical services.

The Travis County Commissioners Court will hold two public hearings on a proposal to increase total tax revenues from properties on the tax roll in the preceding year by 2.5 percent. Your individual taxes may increase at a greater or lesser rate, or even decrease, depending on the change in the taxable value of your property in relation to the change in taxable value of all other property and the tax rate that is adopted.

The first public hearing will be held on Tuesday, September 16, 2008 at 9:00 AM in the Commissioners Courtroom, on the first floor in the Ned Granger Building at 314 West 11th Street, Austin, Texas.

The second hearing will be held on Friday, September 19, 2008 at 9 AM, in the Commissioners Courtroom, on the first floor in the Ned Granger Building at 314 West 11th Street, Austin, Texas.

The members of the Travis County Commissioners Court voted as follows on the proposal to consider the tax increase:

For the Proposal: (TO BE COMPLETED WHEN VOTES ARE CAST)

County Judge Samuel T. Biscoe
Commissioner Precinct One Ron Davis
Commissioner Precinct Two Sarah Eckhardt
Commissioner Precinct Three Gerald Daugherty
Commissioner Precinct Four Margaret J. Gomez

Against the Proposal: (TO BE COMPLETED WHEN THE VOTES ARE CAST)

The average taxable value of a residence homestead in Travis County last year was \$205,778 (disregarding residence homestead exemptions available only to disabled persons or persons 65 years of age or older). Based on last year's tax rate of \$.4216 per \$100 valuation, the amount of taxes imposed last year on the average home was \$867.56.

The average taxable value of a residence homestead in Travis County this year is \$226,315 (disregarding residence homestead exemptions available only to disabled persons or persons 65 years of age or older). If the governing body adopts the effective tax rate for this year of \$.3908 per \$100 of valuation, the amount of taxes imposed this year on the average home would be \$884.44.

If the governing body adopts the proposed tax rate of \$.4006 per \$100 valuation, the amount of taxes imposed this year on the average home would be \$906.62¹.

You have a right to attend the hearings and make comments. You are encouraged to attend and make comments if you wish.

¹ The information used in the preliminary budget this year is based on the average taxable value of a residence homestead in Travis County including the exemptions for disabled persons and persons age 65 or older, which is \$211,388 this year. If the proposed tax rate of .4006 is applied to this value, the amount of taxes imposed this year on the average home would increase by \$24.53.

Advertisement to run in the Chronicle, September 11 edition. One-Quarter page in size.

PUBLIC HEARING on the Proposed FY 09 Travis County Budget

Public Notice is hereby given that the Travis County Commissioners Court will consider the Proposed County Budget and adopt the FY 09 County Budget on Tuesday, September 23, 2008 at 9:00 AM in the Commissioners Courtroom, located at 314 W 11th Street, Austin, Texas 78701.

Any citizen is invited to be present and participate in this hearing.

The Proposed Budget will be on file for public review in the Travis County Clerk's Office on Friday, September 19, 2008.

This budget will raise more total property taxes than last year's budget by \$22,890,458 and 6.38% and of that amount \$15,799,502 in tax revenue to be raised from new property added to the tax roll this year.

Quarter Page Ad on "Notice of Tax Revenue Increase". Needs to run twice in the Austin American Statesman. This ad should run on Wednesday, September 17 and a second time on Saturday, September 20. Note: Headline must be 24 point font. Also, this notice with the wording shown below must appear on the County's web site beginning on September 16 and must continue to appear on the web site until September 23. (Note: A link and explanation of how to get to the entire notice should appear on the home page). Further, a 60 second broadcast of this notice must also appear on TCTV 5 times each day between 7 AM and 9 PM starting on September 16 and running through September 23.

Notice of Tax Revenue Increase

The Travis County Commissioners Court conducted public hearings on Tuesday, September 16, 2008 and Friday, September 19, 2008 on a proposal to increase the total tax revenues of Travis County from properties on the tax roll in the preceding year by 2.5 percent.

The total tax revenue raised last year at last year's tax rate of \$.4216 for each \$100 of taxable value was \$358,766,309.

The total tax revenue proposed to be raised this year at the proposed tax rate of \$.4006 for each \$100 of taxable value, excluding tax revenue to be raised from new property added to the tax roll this year, is \$365,857,265.

The total tax revenue proposed to be raised this year at the proposed tax rate of \$.4006 for each \$100 of taxable value, including tax revenue to be raised from new property added to the tax roll this year, is \$381,648,556.

The Travis County Commissioners Court is scheduled to vote on the tax rate that will result in that tax increase at a public meeting to be held on Tuesday, September 23, 2008 in the Commissioners Courtroom on the first floor in the Ned Granger Building at 314 West 11th Street, Austin, Texas 78701 at 9:00 AM.

✓ 26

Travis County Commissioners Court Agenda Request

Voting Session August 26, 2008
(Date)

Work Session _____
(Date)

I. Request:

Request made by: Alicia Perez, Executive Manager Phone # 854-9343
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney.

Requested text:

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 \$538,099.67, for the period of August 8, 2008 to August 14, 2008.

Approved by: _____
Signature of Commissioner or County Judge

II. Additional Information:

- A. Backup memorandum is attached.
- B. Affected agencies and officials.

Linda Moore-Smith	854-9170
Dan Mansour	854-9499
Susan Spataro	854-9125
Christian Smith	854-9465

III. Required Authorizations: Checked if applicable:

_____	Planning and Budget Office (854-9106)
_____	Human Resources Management Department (854-9165)
_____	Purchasing Office (854-9700)
_____	County Attorney's Office (854-9415)
_____	County Auditor's Office (854-9125)

08 AUG 18 PM 4:07
RECEIVED
COUNTY JUDGE'S OFFICE

**TRAVIS COUNTY
RECOMMENDATION FOR TRANSFER OF FUNDS**

DATE: August 26, 2008

TO: Members of the Travis County Commissioners Court

FROM: Dan Mansour, Risk Manager

COUNTY DEPT. Human Resources Management Department (HRMD)

DESCRIPTION: United Health Care (UHC) (The Third Party Administrator for Travis County's Hospital and Self Insurance Fund) has requested reimbursement for health care claims paid on behalf of Travis County employees and their dependents.

PERIOD OF PAYMENTS MADE: August 8, 2008 to August 14, 2008

**REIMBURSEMENT REQUESTED
FOR THIS PERIOD:** \$538,099.67

HRMD RECOMMENDATION: The Director or Risk Manager has reviewed the reimbursement submitted and concurs with the findings of the audits by the Financial Analyst and the Benefits Contract Administrator and therefore recommends reimbursement of \$538,099.67.

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
AUGUST 8, 2008 TO AUGUST 14, 2008

-

- Page 1. Detailed Recommendation to Travis County Auditor for transfer of funds.
- Page 2. Notification of amount of request from United Health Care (UHC).
- Page 3. Last page of the UHC Check Register for the Week.
- Page 4. List of payments deemed not reimbursable.
- Page 5. Journal Entry for the reimbursement.

TRAVIS COUNTY
RECOMMENDATION FOR TRANSFER OF FUNDS

DATE: August 26, 2008
TO: Susan Spataro, County Auditor
FROM: Dan Mansour, Risk Manager
COUNTY DEPT.: Human Resources Management Department (HRMD)

United Health Care (UHC) (Travis County's Third Party Administrator for our Self Insured Health Care Fund) has requested reimbursement for health care claim payments made on behalf of Travis County employees and their dependents as follows:

PERIOD OF PAYMENTS PAID:
FROM: August 8, 2008
TO: August 14, 2008

REIMBURSEMENT REQUESTED: \$ 538,099.67

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	\$ 1,105,255.73
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: August 19, 2008	\$ (567,156.23)
Adjust to balance per UHC	\$ 0.17
TOTAL REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:	\$ 538,099.67
PAYMENTS DEEMED NOT REIMBURSABLE	\$ -
TRANSFER OF FUNDS REQUESTED:	\$ 538,099.67

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

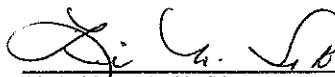
All claims over \$25,000 (2 this week totaling \$60,315.94) have been audited for data entry accuracy and the following information is correct for each claim audited: date of service, eligibility, nature of service, name of and amount billed by provider, amount billed by date and amount paid by UHC.


Fifteen percent (15%) of all claims under \$25,000 (\$86,266.90) have been audited for data entry accuracy and the following information is correct for each claim identified for this random review: date of service, eligibility, nature of service, name of and amount billed by provider, date and amount paid by UHC. Claims in this random audit met the above requirements but may qualify for more detailed analysis through other resources.

All claims have been reviewed to determine if they have exceeded the \$175,000 stop loss limit. For claims that have exceeded the limit, it has been verified that UHC has complied with the contract. This week credits for stop loss and other reimbursements totaled \$19,582.26.


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.

 8/18/08
Linda Moore Smith, Director Date

 8/18/08
Dan Mansour, Risk Manager Date

 8/18/08
Cindy Purinton, Benefit Contract Administrator Date

 8/18/08
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.

TO: NORMAN MCREE
FAX NUMBER: (512) 854-3128
PHONE: (512) 854-3828

FROM: UNITED HEALTH GROUP
AB5

NOTIFICATION OF AMOUNT OF REQUEST FOR: TRAVIS COUNTY

DATE: 2008-08-15

REQUEST AMOUNT: \$1,105,255.73

CUSTOMER ID: 00000701254

CONTRACT NUMBER: 00701254 00709445

BANK ACCOUNT NUMBER: 0475012038

FUNDING

ABA NUMBER: 021000021

ADVICE FREQUENCY: DAILY

FREQUENCY: FRIDAY

INITIATOR: CUST

METHOD: ACH BASIS: BALANCE

CALCULATION OF REQUEST AMOUNT

+ ENDING BANK ACCOUNT BALANCE FROM: 2008-08-14	\$1,084,259.07
- REQUIRED BALANCE TO BE MAINTAINED:	\$1,138,718.00
+ PRIOR DAY REQUEST:	\$00.00
= UNDER DEPOSIT:	\$1,154,458.93
+ CURRENT DAY NET CHARGE:	\$50,796.80
+ FUNDING ADJUSTMENTS:	\$00.00

REQUEST AMOUNT: \$1,105,255.73

ACTIVITY FOR WORK DAY: 2008-08-08

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$28,321.39	\$00.00	\$28,321.39
TOTAL:	\$28,321.39	\$00.00	\$28,321.39

ACTIVITY FOR WORK DAY: 2008-08-11

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$235,086.15	\$00.00	\$235,086.15

UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2008_08_14

CONTR_NBR	PLN_ID	TRANS_AMT	SRS_DESG_NBR	CHK_NBR	GRP_ID	CLM_ACCT_NBR	ISS_DT	TRANS_TYP_CD	TRANS_DT	WK_END_DT
701254	632	0.21 Q6		10709652 AE		9	8/11/2008	100	8/13/2008	8/14/2008
701254	632	0.01 Q6		14280931 AH		5	8/13/2008	100	8/15/2008	8/14/2008
701254	632	0.01 Q6		10687462 AH		6	8/11/2008	100	8/13/2008	8/14/2008
701254	632	-13.69 NN		SSN000000AL		0	8/5/2008	600	8/11/2008	8/14/2008
701254	632	-27.32 NN		SSN000000AL		0	8/5/2008	600	8/11/2008	8/14/2008
701254	632	-33.25 UE		50232402 AE		6	8/13/2008	50	8/15/2008	8/14/2008
701254	632	-38.31 UE		50232404 AE		6	8/13/2008	50	8/15/2008	8/14/2008
701254	632	-50 Q3		8520461 AA		5	8/12/2008	50	8/14/2008	8/14/2008
701254	632	-58.32 UE		50232401 AE		6	8/13/2008	50	8/15/2008	8/14/2008
701254	632	-59 Q3		8520461 AA		5	8/11/2008	50	8/13/2008	8/14/2008
701254	632	-108.32 Q2		94803251 AA		7	8/6/2008	50	8/12/2008	8/14/2008
701254	632	-112 NN		SSN000000AL		0	8/5/2008	600	8/11/2008	8/14/2008
701254	632	-510.82 UT		80232671 AH		1	2/5/2008	50	8/15/2008	8/14/2008
701254	632	-543.9 NN		SSN000000AL		0	8/5/2008	600	8/11/2008	8/14/2008
701254	632	-560 NN		SSN000000AL		0	8/6/2008	600	8/12/2008	8/14/2008
701254	632	-1073.52	26	103413 AE		6	8/11/2008	50	8/14/2008	8/14/2008
701254	632	-1617.71	26	103299 AH		1	8/11/2008	50	8/14/2008	8/14/2008
701254	632	-4047.6 NN		SSN000000AL		0	8/7/2008	600	8/13/2008	8/14/2008
701254	632	-10728.5 NN		SSN000000AL		0	8/11/2008	600	8/15/2008	8/14/2008

538,099.67

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

For the payment week ending: 08/14/2008

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

Travis County - Hospital and Self Insurance Fund (526)

Journal Entry for the Reimbursement to United Health Care

For the payment week ending: 8/14/2008

TYPE	MEMBER TYPE	TRANS_AMT
CEPO		
EE	526-1145-522.45-28	96,522.11
RD	526-1145-522.45-29	189.68
RR	526-1145-522.45-29	3,448.45
Total CEPO		\$100,160.24
EPO		
EE	526-1145-522.45-20	110,472.85
RR	526-1145-522.45-21	40,200.17
Total EPO		\$150,673.02
PPO		
EE	526-1145-522.45-25	241,921.93
RR	526-1145-522.45-26	45,344.48
Total PPO		\$287,266.41
Grand Total		\$538,099.67

27

Travis County Commissioners Court Agenda Request

Voting Session 8/26/08
(Date)

Work Session _____
(Date)

I. Request made by:

Alicia Perez, Executive Manager, Administrative Operations Phone # 854-9343
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

Routine Personnel Actions

Approved by: _____
Signature of Commissioner(s) or County Judge

II. Additional Information

- A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (original and eight copies of request and backup).
- B. List all of the agencies or official names and telephone numbers that might be affected or be involved with the request. Send a copy of request and backup to each party listed.

III. Required Authorizations: Please check if applicable:

_____ Planning and Budget Office (854-9106)

_____ Human Resources Management Department (854-9165)

_____ Purchasing Office (854-9700)

_____ County Attorney's Office (854-9415)

_____ County Auditor's Office (854-9125)



HRMD

Human Resources Management Department

1010 Lavaca Street, 2nd Floor

• P.O. Box 1748

• Austin, Texas 78767

• (512) 854-9165 / FAX(512) 854-4203


August 26, 2008

ITEM # :

DATE: August 15, 2008

TO: Samuel T. Biscoe, County Judge
Ron Davis, Commissioner, Precinct 1
Sarah Eckhardt, Commissioner, Precinct 2
Gerald Daugherty, Commissioner, Precinct 3
Margaret Gomez, Commissioner, Precinct 4

VIA: Alicia Perez, Executive Manager, Administrative Operations

FROM: Linda Moore Smith, Director, HRMD 

SUBJECT: Weekly Personnel Amendments

Attached are Personnel Amendments for Commissioners Court approval.

Routine Personnel Actions – Pages 2 – 3.

FY 08 Temporary Slot Conversion

Approval requested to **convert** temporary slot - temporary employee (less than 6 months) to **Project Worker** (more than 6 months, includes Retirement Benefits), end date, and employee status code through September 30, 2008. HRMD has reviewed appropriate documentation; PBO has confirmed FY 08 funding.

If you have any questions or comments, please contact me.

LMS/LAS/clr

Attachments

cc: Planning and Budget Department
County Auditor
County Auditor-Payroll (Certified copy)
County Clerk (Certified copy)

Dept.	Slot	Position Title	Dept. Requests Level/Salary	HRMD Recommends Level/Salary
Fac Mgmt	100	Engineering Inspector Spec Sr	18 / Minimum / \$41,348.32	18 / Minimum / \$41,348.32
Juvenile Court	70	Juvenile Probation Ofcr II	14 / Level 1 / \$32,510.40	14 / Level 1 / \$32,510.40
Juvenile Court	598	Juvenile Detention Ofcr I**	11 / Minimum / \$25,773.07	11 / Minimum / \$25,773.07
Sheriff	299	Cadet**	80 / Step 1 / \$33,750.91	80 / Step 1 / \$33,750.91
TNR	526	Equipment Operator	10 / \$31,137.60	10 / \$31,137.60
* Temporary to Regular			** Actual vs Authorized	

Dept.	Slot	Position Title	Dept. Requests Grade/Salary	HRMD Recommends Grade/Salary	**Temporary Status Type Code
District Atty	50005	Office Asst	8 / \$10.10	8 / \$10.10	05
District Atty	50017	Law Clerk II	18 / \$19.88	18 / \$19.88	05
HHS	20022	Education Instructional Spec	11 / \$13.51	11 / \$13.51	02
JP Pct 3	50002	Office Asst	8 / \$10.10	8 / \$10.10	05
JP Pct 3	50008	Office Asst	8 / \$10.10	8 / \$10.10	05
Juvenile Court	50114	Juvenile Res Trt Ofcr Asst	10 / \$11.58	10 / \$11.58	05
Juvenile Court	50132	Juvenile Res Trt Ofcr Asst	10 / \$11.58	10 / \$11.58	05
**Temporary Status Type Codes: (Temporary less than 6 mos. = 02) (Project Worker more than 6 mos. = 05, includes Retirement Benefits).					

PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS				
Dept. (From)	Slot – Position Title – Grade – Salary	Dept. (To)	Slot – Position Title – Grade – Salary	Comments
Juvenile Court	Slot 148 / Counselor Sr / Grd 16 / \$45,512.51	Juvenile Court	Slot 367 / Chem Dependency Counselor Sr / Grd 16 / \$45,512.51	Lateral transfer. Employee transferred to different slot, different position, same department, same pay grade, retains current pay.
TNR	Slot 52 / Road Maint Supv / Grd 15 / \$54,806.54	TNR	Slot 30 / Road Maint Mgr / Grd 18 / \$57,546.86	Promotion. Pay is between midpoint and max of pay grade.
TNR	Slot 238 / Road Maint Worker / Grd 8 / \$26,436.80	TNR	Slot 277 / Equipment Operator / Grd 10 / \$29,681.60	Promotion. Pay is between midpoint and max of pay grade.
* Actual vs Authorized				

FY 08 TEMPORARY SLOT STATUS CODE CONVERSION FROM TEMPORARY EMPLOYEE "02" TO PROJECT WORKER "05" - STATUS EFFECTIVE THROUGH SEPTEMBER 30, 2008.

Dept.	Slot	Actual Position Title	EE Status Code
District Clerk	50070	Records Analyst	05

BY ORDER OF THE COMMISSIONERS COURT, THE PRECEDING PERSONNEL AMENDMENTS ARE APPROVED.

Samuel T. Biscoe, County Judge

Ron Davis, Commissioner, Pct. 1

Sarah Eckhardt, Commissioner, Pct. 2

Gerald Daugherty, Commissioner, Pct. 3

Margaret Gomez, Commissioner, Pct. 4

28Travis County Commissioners Court Agenda Request

Voting Session August 26, 2008 Work Session _____
 (Date) (Date)

I. A. Request made by: Alicia Perez, Executive Manager, Administrative Operations Phone # 49343
 Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

Consider and take appropriate action for a Campus Master Plan Study and Planning for a New Building and Parking Garage at the Airport Blvd. North Campus.

B. Approved by: _____
 Signature of Commissioner(s) or County Judge

II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (Original and eight copies of agenda request and backup).

B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request. Send a copy of this Agenda Request and backup to them:

Nelda Wells Spears, Tax Assessor Collector	854-9473
Dana DeBeauvoir, County Clerk	854-9188
Sheriff Greg Hamilton	854-9770
Danny Hobby, Executive Manager, Emergency Services	854-9367
Roger Jefferies, Executive Manager, Criminal Justice Planning	854-4415
Rodney Rhodes, Executive Manager, PBO	854-9106

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

☒ Additional funding for any department or for any purpose
☐ Transfer of existing funds within or between any line item budget
☐ Grant

Human Resources Department(854-9165)

☐ A change in your department's personnel (reclassifications, etc.)

Purchasing Office (854-9700)

☐ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

☐ Contract, Agreement, Policy & Procedure

RECEIVED
 COUNTY JUDGE'S OFFICE
 08 AUG 21 PM 4:01

AGENDA REQUEST DEADLINE: This Agenda Request complete with backup memorandum and exhibits should be submitted to the County Judge's Office no later than 5:00 PM on Tuesday for the following week's meeting. Late or incomplete request may be deferred to the next subsequent meeting.



FACILITIES MANAGEMENT DEPARTMENT

Roger A. El Khoury, M.S., P.E., Director

1010 Lavaca Street, Suite 400 • P.O. Box 1748, Austin, Texas 78767 • Phone: (512) 854-9661 • Fax: (512) 854-9226

MEMORANDUM

FMD Project: ABB35-03-09F-1N

File: 101

TO: The Commissioners Court

VIA: Alicia Perez, Executive Manager, Administrative Operations

FROM: Roger A. El Khoury, M.S., P.E., Director

DATE: August 19, 2008

SUBJECT: 5335 Airport Blvd.

A handwritten signature of Roger A. El Khoury is written over the "FROM" line and extends to the right.

Proposed Motion:

Consider and take appropriate action for a Campus Master Plan Study and Planning for a New Building and Parking Garage at the Airport Blvd. North Campus.

Summary and Staff Recommendation:

Facilities Management Department (FMD) recommends the Commissioners Court give direction, and authorize funding, for a Master Plan Study of the North Campus and for the Planning Phase for a new building and parking garage at 5335 Airport Blvd. The Master Plan Study will encompass 5335, 5501 and 5555 Airport Blvd. Master planning will be principally done and managed by FMD professional staff with support from PBO for staffing projections and coordination with the Central Campus Master Plan. Consultant services will be required to complete the team for expertise in analysis and recommendations for the development of the North Campus and for planning the new facilities. The exhibit indicates Departments that could be considered for relocation to the North Campus as well as those already moved to 5501 and 5555 Airport Blvd.

Funding will be required for the following services in addition to those services to be performed by FMD professional staff:

- Civil Engineer with expertise in City of Austin site development requirements
- LEED Consultant (Leadership in Energy and Environmental Design)
- Surveying services for horizontal and vertical controls and utility, tree and site feature location.
- Geotechnical services for soils investigation and foundation recommendations
- Miscellaneous expenses for printing, presentations, models, etc.

Budgetary and Fiscal Impact:

FMD is requesting \$125,000 for the above services in FY09. The rough estimate of between \$100,000 and \$200,000 was discussed in Commissioners Court on Friday, August 15, 2008. Further review of the required services has refined the estimate.

Background:

Planning for utilization of the North Campus will consider scenarios in which the three sites may be developed in the short and long terms. In the short term will be the design of the new building at 5335 Airport Blvd. Long term will study options for remodeling or replacing the existing buildings and how these options might influence development of the former Chair King property. Potential moves of non-court related activities that may relocate to the North Campus will be part of the study, which will therefore rely on conclusions and recommendations of the Central Campus Master Plan. Staffing projections for existing Users at the North Campus will be developed with assistance from PBO and other County departments. Specifically included will be the options for Health and Human Services at Palm Square to move to the North Campus along with a possible relocation of TNR from the EOB.

Required Authorizations:

Planning and Budget: Rodney Rhodes, Executive Manager

Purchasing: N/A

County Attorney: N/A

Exhibits:

- 1) Spreadsheet "Departments in Downtown Area Plus Palm Square"

Facilities Management Department
Roger A. El Khoury, M.S., P.E.

Departments in Downtown Area
Plus Palm Square

Printed on Date: 8/19/2008

No	Department/Office	Current Location	Current SF
1	TNR- HQ	EOB	30,273
2	TNR - Park	USB	4,345
4	FMD	USB	9,259
5	HRMD	USB	8,352
6	ITS	USB	2,250
7	ITS	N. Granger	5,570
8	ITS	Brezendine	1,170
10	Planning and Budget	N. Granger	2,169
11	Adminstrative Operations Office	N. Granger	1,361
12	Purchasing Office	N. Granger	5,249
13	Auditor Office	N. Granger	16,370
14	Treasurer Office	N. Granger	2,106
15	Record Management - HQ	N. Granger	7,875
16	RM Mailroom	HOLT	1,100
18	Health and Human Services	Palm Square	38,391
TOTAL			135,840
		From Downtown Campus	
12	Tax Assessor	Moved To Airport Blvd	
13	County Clerk Election/Accounting	Moved To Airport Blvd	
14	RM Imaging and Print Shop	Moved To Airport Blvd	
15	Counseling and Education Services	Moved To Airport Blvd	
16	Justice and Planning Service Office	Moved To Airport Blvd	
17	Emergency Services Office	Moved To Airport Blvd	
18	ITS Training	Moved To Airport Blvd	
19	HRMD Training	Moved To Airport Blvd	
20	TCISO Headquarter	Moved To Airport Blvd	
21	Fire Marshall Office	Moved To Airport Blvd	
22	ITS Disaster Center	Moved To Airport Blvd	
23	IV D Master Court	Moved to Post Road	
24	Drug Court Program	Moved to Post Road	

Item # **31**

Travis County Commissioners' Court Agenda Request

Meeting Date: August 26, 2008

I. A. Requestor: County Judge Phone # 854-9555

B. Specific Agenda Wording:

CONSIDER AND TAKE APPROPRIATE ACTION ON ORDER OF GENERAL ELECTION FOR COUNTY AND PRECINCT OFFICERS.

C. Sponsor: _____
County Commissioner or County Judge

II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request.

B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request.

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

- ☐ Additional funding for any department or for any purpose
- ☐ Transfer of existing funds within or between any line item budget
- ☐ Grant

Human Resources Department (854-9165)

- ☐ A change in your department's personnel (reclassifications, etc.)

Purchasing Office (854-9700)

- ☐ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

- ☐ Contract, Agreement, Travis County Code - Policy & Procedure

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to County Judge's office, Room 520, in writing by Tuesdays at 12:00 p.m. for the next week's meeting. Late or incomplete requests may be deferred to the following week's meeting.

RECEIVED
COUNTY JUDGE'S OFFICE
08 AUG 21 AM 11:24

ORDER OF GENERAL ELECTION
(ORDEN DE ELECCION GENERAL)

An election is hereby ordered to be held on November 4, 2008 in Travis County, Texas for the purpose of electing the following county and precinct officers as required by Article XVI, Section 65 of the Texas Constitution.

(Por la presente se ordena que se lleve a cabo una elección el día 4 de noviembre, de 2008, en el Condado de Travis, Texas, con el propósito de elegir los siguientes oficiales del condado y del precinto como requerido por el Artículo XVI, Sección 65, de la Constitución de Texas.)

(List Offices) *(Enúmere los puestos oficiales)*

President
United States Senate
United States Representative, District 10
United States Representative, District 25
Railroad Commissioner
Chief Justice, Supreme Court of Texas
Chief Justice, Third Court of Appeals
State Representative, District 46
State Representative, District 47
State Representative, District 48
State Representative, District 49
State Representative, District 50
State Representative, District 51
District Judge, 53rd Judicial District
District Judge, 98th Judicial District
District Judge, 126th Judicial District
District Judge, 167th Judicial District
District Judge, 200th Judicial District
District Judge, 345th Judicial District
District Judge, 353rd Judicial District
District Judge, 390th Judicial District
District Judge, 427th Judicial District
Judge, County Court at Law No. 8
Travis County District Attorney
Travis County Attorney
Sheriff
County Tax Assessor-Collector
County Commissioner, Precinct No.1
County Commissioner, Precinct No.3
Constable, Precinct No.1
Constable, Precinct No.2
Constable, Precinct No.3
Constable, Precinct No.4
Constable, Precinct No.5

Early voting by personal appearance will be conducted each weekday at:
(*La votación adelantada en persona se llevará a cabo de lunes a viernes en:*)

5501 Airport Blvd., Travis County Airport Blvd. Offices, Austin, Texas 78751

Applications for ballot by mail shall be mailed to:
(*Las solicitudes por boletas que se votarán adelantada por correo deberán enviarse a:*)

(Name of Early Voting Clerk)
(*Nombre del Secretario de la Votación Adelantada*)

Dana DeBeauvoir

(Address) (*Dirección*)

5501 Airport Blvd.

(City) (*Ciudad*)

Austin, Texas

(Zip Code) (*Zona Postal*)

78751

Issued this ____ day of August, 2008.
(*Emitada este día ____ de agosto, 2008.*)

Signature of County Judge
(*Firma del Juez del Condado*)

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Please consider the following item for: (fill in date of meeting)

VOTING SESSION: August 26, 2008

A. REQUEST MADE BY: Amalia Rodriguez-Mendoza

(Elected/Appointed Official/Executive Mgr/County Attorney)

B. REQUESTED TEXT:

Approval of FY09 District Clerk Records Management Plan and Transfer of Funds for FY09 Records Management Plan

COUNTY JUDGE OR COMMISSIONER

A. Any backup material to be presented to the Court must be submitted with this Agenda Request (Original(s) & 8 copies).

B. Please list all of the agencies or officials' names and telephone numbers that might be affected by or involved with this request. The originating department should send a copy of this Agenda Request and backup to them:

PBO and Records Management

REQUIRED AUTHORIZATIONS: PLEASE CHECK IF APPLICABLE:

☐ Additional funding for any department or for any purpose
☐ Transfer of existing funds within or between any line item budget
☐ Grant

PURCHASING OFFICE (473-9700)

☐ Bid, Purchase Contract, Request for Proposals

COUNTY ATTORNEY'S OFFICE (473-9513)

☐ Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to County Judge's office, Room 520, in writing by Tuesdays at 12:00 noon for the next week's meeting. Late or incomplete requests may be deferred to the following week's meeting.


RECEIVED
COUNTY JUDGE'S OFFICE
08 AUG 15 PM 2:57



Amalia Rodriguez-Mendoza
District Clerk, Travis County
Travis County Courthouse Complex
P. O. Box 679003
Austin, Texas 78767

August 15, 2008
MEMORANDUM

TO: Travis County Commissioners Court

FROM: Amalia Rodriguez-Mendoza, District Clerk 

COPIES: Hon. John K. Dietz
Planning and Budget Office

RE: Approval of FY09 District Clerk Records Management Plan and
Transfer of Funds for FY09 Records Management Plan

Please find attached an agenda request for Commissioners Court action to approve the District Clerk's FY09 Records Management Plan.

We have requested as part of the budget process increased funding to continue the historic records preservation program. This funding request of \$47,675 will allow us to expand the present level of effort by continuing the Records Analyst position funded at half-time in FY08 to full-time. A copy of the PB4 and PB5 are attached for your information. The remaining funding for FY09 continues previous compensation supplements from previous years and expands the scanning capacity of the office in view of the addition of criminal case records to the electronic document system.

We are requesting a motion for approval of the FY09 plan.

Please let me know if you have any questions, and thank you for your consideration.

RECEIVED
COUNTY JUDGES OFFICE
08 AUG 15 PM 2:57

Administrative Offices
(512) 854-9737
Fax: 854-4744

Civil and Family Division
(512) 854-9457
Fax: 854-6610

Criminal Division
(512) 854-9420
Fax: 854-4566

Jury Office
(512) 854-4295
Fax: 854-4457

**DISTRICT CLERK
FY09 PLAN FOR USE OF THE
055 RECORDS MANAGEMENT AND PRESERVATION FUND**

District Clerk's Records Management and Preservation Fund Overview

This District Clerk's Records Management and Preservation Fund was established by act of the 78th Legislature through HB 1905, added Sec. 51.317(b)(4) and Sec. 51.317(c)(2) to the Government Code that established a new fee of \$10 upon filing of a new suit or other claims for relief, \$5 of which is designated for the District Clerk's Records Management and Preservation Fund. The effective date of the fee was January 1, 2004.

Sec. 51.317 (d) and (e) added in that same bill provide that the use of the fee be restricted to records management and preservation, including automation, subject to budget approval by the Commissioner Court. Any expenditure must comply with purchasing processes proscribed by Chapter 262 of the Local Government Code.

The purpose of this new fee was to establish a source of funds through which District Clerks could enhance their respective records management operations beyond what is typically funded through a county's budget process.

The District Clerk's records management fees are charged upon the filing of a new court case or request for affirmative relief in an existing case. Because a high percentage of district court cases are comprised of the Attorney General's Title IV-D child support filings that are exempt from paying this fee, the revenue generated is a fraction of what is annually required to perform the District Clerk's records management functions.

Since the effective date of the fee, total revenue net of previous expenditures, FY08 budget allocations, and current encumbrances exceeds \$200,000; this amount is available for budgeting.

Strategy

The District Clerk's strategy for use of funds is to allow about 80% of the revenue to accumulate for two to three years until it reaches a sufficient amount to fund a significant records management project. Approximately 20% of the funds are used each year to compensate key records management staff within the District Clerk's office for their records management duties. The FY09 request continues this strategy.

FY09 Plan for the Use of the District Clerk's 055 Fund

The District Clerk is requesting continuation of the salary supplements for key records management staff; these supplements were first approved in FY06. The total amount requested in FY09 for this purpose is:

TYPE	AMOUNT	PURPOSE
Personnel – ongoing	\$15,458	To fund pay adjustments for key records management staff

Because scanning services from the county's depository were made available to the District Clerk, the rate at which paper records are being converted to digital media has been accelerated. To address this, the District Clerk started a historical records preservation project in FY08. One of the outcomes of this project was to identify historical records from those slated for conversion to digital format so they could be preserved. The other outcomes are the creation of a historical records definition, continued identification of historical records, and submission of grants request to continue these activities. The District Clerk is requesting approval of \$47,657 to fund a special project worker for one year to continue the historic records preservation project that commenced in FY08 (see project update below):

TYPE	AMOUNT	PURPOSE
Personnel – special project worker	\$47,657	Funding of a special project worker for FY09 to continue historic records preservation project commenced in FY08
FY08 Total Request	\$47,657	

Prior projects funded through Fund 055, the Criminal case document management system and Agency Upload component of the DMS, are nearing completion and do not need to be continued into FY09. However, to handle the workload of filings, additional scanners are needed as follows:

TYPE	AMOUNT	PURPOSE
Scanners	\$5,000	Scanning capacity for Criminal DMS

Use of Funds for Historic Records Preservation

Every court has the potential to try cases with impact extending beyond its jurisdiction or having lasting, historical impact. Clerks of court whose responsibility includes preserving the case record, are becoming increasingly aware of the need to identify significant cases and preserve these records as part of their records retention processes.

As the court of jurisdiction for the State of Texas, the district courts of Travis County have a higher number of historical cases; therefore, the District Clerk is launching a historical records project modeled after the one instituted in Harris County. Under this model, the District Clerk, working with members of the local bar and experts in records preservation, raised funds from the local community to preserve and restore historic records and place them in a special center.

To initiate this project, the District Clerk retained a Records Analyst-temporary in FY08 and budgeted \$18,198 from the Records Management Fund for this position. This person was initially assigned the following duties 1) recommend screening criteria for identifying cases of potential historical significance, 2) identify existing records for preservation. Performing these functions at this stage is crucial to preserving historic records, especial older ones at risk of deteriorating.

During the course of FY08, a contract for scanning services between Travis County and the county's depository was executed. Most of these scanning services will be performed on behalf of the District Clerk. Because the need to identify historic records was accelerated due to this scanning activity, the Records Analyst was also assigned the responsibility of coordinating the scanning project through Records Management. Activities under this contract and the other duties assigned to the Records Analyst are expected to continue well into FY09. Once the criteria for identifying historical records and the scanning project are completed, the Records Analyst will focus on grant writing in order to procure private and nonprofit funding for a Historic Records Center.

Attachments: FY09 Fund 055 Budget Request (current effort)
 PB4, Fund 055 Budget Request (Historic Records Preservation)
 PB5, Fund 055 Budget Request (Historic Records Preservation)

FY 2009 BUDGET SUBMISSION BUDGET REQUEST PROPOSAL

Name of Budget Request & Priority #:	Historic Records Preservation Fund 055 Priority 1
Fund/Department/Division:	055-2101 District Clerk Records Management Fund
Total Amount Requested:	\$47,657
Collaborating Departments/Agencies:	Records Management
Contact Information (Name/Phone):	Michelle Brinkman (ext. 49581)

1. Summary Statement: Include one or two sentences to be included in Commissioners Court materials.

With acceleration in the rate of conversion of paper records to digital format, the need to identify and preserve historic records has also accelerated. This request continues the FY 08 funding of a Records Analyst to coordinate historic records preservation activities.

2. Description of Request: Describe the request, including current issues and how the request relates to the mission and services provided by the department. Include historical information related to the request where relevant.

Refer to FY09 Records Management Plan (attached).

3a. Pros: Describe the arguments in favor of this proposal.

1. Preservation of the judicial history of Travis County.
2. Establish a place where archivists can study important records.
3. Emphasizes the importance of the role of the courts.
4. Because conversion of paper records to digital format is underway, historic records would not be preserved in original format without these resources.

3b. Cons: Describe the arguments against this proposal.

None.

4. Anticipated Outcome of Request and Proposed Timeline: Timeline should include the expected dates of results and may extend past FY 09.

Identification of historic records is already underway as well as a series of interviews with current and former members of the judiciary and members of the local bar to establish historic records criteria. These activities, plus grant writing in support of this project, will continue throughout FY09 and perhaps beyond if the grant writing is successful.

5. Description of Program Measurement and Evaluation: Describe how the proposal will be measured and evaluated and if this includes an independent evaluation component. In addition, indicate whether a comparative analysis of similar local programs is available.

Measurement will be based on an inventory of the number of records preserved, the completion of historic records criteria, and the completion of grant requests.

6a. Performance Measures: List applicable current and new performance measures related to the request and note the changes for FY 09 should this request be implemented.				
Measure Name	Actual FY 07 Measure	Revised FY 08 Measure	Projected FY 09 Measure at Target Level	Projected FY 09 Measure with Added Funding
Boxes of records screened before scanning	0.	6000 boxes	0 boxes	7000 boxes
Historic records criteria completed	-	In progress	Interrupted	Completed
Grant requests	0	0	0	Minimum of 3
6b. Impact on Performance: Describe the impact of funding the request on departmental performance measures, service levels, and program outcomes:				
All the above performance target will be met.				
7. Impact of Not Funding: Describe the impact of not funding the request in FY 09.				
The department will not have a well-researched historic records criteria, and key historic records will not be preserved in original format.				
8. Leveraged Resources: If proposal leverages other resources such as existing internal resources or grant funding, list and describe impact. If resources from similar existing program(s) will not be reallocated, give reasons and include analysis.				
This position leverages the resources of Records Management and the contract for scanning with the county's depository.				
9. Additional Revenue: If this proposal generates additional revenue, list the amount and the assumptions used for the estimate. (Attach a copy of the form submitted to the Auditor's Office).				
None.				
10. Collaboration: If this proposal was discussed with other departments/agencies that provide similar or supporting services that could be impacted, describe impact and list the other departments/agencies and their points of contact. Suggest ways all departments/agencies can collaborate to ensure success of the proposal.				
The District Clerk already successfully collaborates with Records Management. This project is an extension of the scope of this collaboration.				
11.	If requesting a new position(s), is office space currently available? Y/N			
	If no, attach plan from Facilities Mgmt. explaining how to acquire space for this proposal. Identify proposed position location below:			
Building Address		Floor #		
Suite/Office #		Workstation #		

FY 09 Budget Workbook District Clerk (21)- Fund 055

Account	Description	FY09 Projected Expenditures	Changes	FY09 Budget Submission
055-2101-543.07-01	REG SALARIES-PERMNT EMPL	\$ 9,986		\$ 9,986
055-2101-543-1501	PERFORMANCE PAY	\$ 247		\$ 247
055-2101-543.20-02	FICA TAX - OASDI	\$ 631		\$ 631
001-2101-543.20-03	HOSPITALIZATION	\$ -		
001-2101-543.20-04	LIFE INSURANCE	\$ -		
055-2101-543.20-05	RETIREMENT CONTRIBUTION	\$ 1,090		\$ 1,090
055-2101-543.20-06	WORKER'S COMPENSATION	\$ 13		\$ 13
055-2101-543.20-07	FICA TAX - MEDICARE	\$ 148		\$ 148
		\$ 12,115		\$ 12,115
055-2102-543.07-01	REG SALARIES-PERMNT EMPL	\$ 2,813		\$ 2,813
055-2102-543.20-02	FICA TAX - OASDI	\$ 178		\$ 178
055-2102-543.20-05	RETIREMENT CONTRIBUTION	\$ 307		\$ 307
055-2102-543.20-06	WORKER'S COMPENSATION	\$ 4		\$ 4
055-2102-543.20-07	FICA TAX - MEDICARE	\$ 41		\$ 41
		\$ 3,343		\$ 3,343
055-9800-981.98-92	ALLOCATED RESERVES	\$ -	\$ -	\$ -
Personnel		\$ 15,458	\$ -	\$ 15,458
Operating		\$ -	\$ -	\$ -
Total		\$ 15,458	\$ -	\$ 15,458

VS# _____ Item 34

**TRAVIS COUNTY COMMISSIONER'S COURT
AGENDA REQUEST**

Please consider the following item for Voting Session on: August 26, 2008

I. A. Request made by: Sheriff Greg Hamilton -  TCSO Phone No. 854-4924

B. Requested Text:

1. **Consider and approve donation of funds from AT&T for the Sheriff's Office Copper Theft Task Force to be deposited in the Sheriff's Office operating accounts for staff attendance at the National Metal Theft Investigations Seminar.**

C. Approved by: _____
Signature of Commissioner or Judge

II. A. Is backup material attached*: **Yes** No

*Any backup material to be presented to the court must be submitted with this Agenda Request (Original and eight copies).

B. Have the agencies affected by this request been invited to attend the work session? **Yes**
No

Please list those contacted and their phone numbers:

Nisha Sharma – County Auditor
Jim Connolly – County Attorney

III. **PERSONNEL**
_____ A change in your department's personnel (reclass, etc.).

IV. **BUDGET REQUEST:**
If your request involves funding for your department please check:

- ___ ☒ ___ Additional funding for your department
_____ Transfer of funds within your department budget
_____ A change in your department's personnel

The County Human Resources Department (854-9165) and / or the Budget and Research Office (854-9106) must be notified before submission of this agenda request.



JAMES SYLVESTER
Chief Deputy

GREG HAMILTON
TRAVIS COUNTY SHERIFF

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

DARREN LONG
Major - Corrections

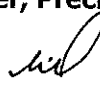
SCOTT BURROUGHS
Major - Law Enforcement

MARK SAWA
Major - Administration & Support

August 13, 2008

MEMORANDUM

TO: Honorable Sam Biscoe, County Judge
Honorable Ron Davis, Commissioner, Precinct 1
Honorable Sarah Eckhardt, Commissioner, Precinct 2
Honorable Gerald Daugherty, Commissioner, Precinct 3
Honorable Margaret Gomez, Commissioner, Precinct 4

FROM: Michael G Hemby 783, Planning Manager 

SUBJECT: Donations Acceptance – AT&T

The attached letter from AT&T Communications was accompanied with a donation check in the amount of \$5,000 to the Travis County Sheriff's Office Copper Theft Task Force.

This task force was established to coordinate local law enforcement, government and private sector responses to the ever-increasing theft of copper in our community.

County legal counsel in the past has advised that these type of donations must be formally accepted by the Commissioners' Court before they can be deposited into the proper accounts for expenditure.

AT&T has asked that their donation be utilized to send task force members to the National Metal Theft Investigations Seminar in Orlando Florida on September 23-24, 2008.

Therefore, the Travis County Sheriff's office would request your approval and acceptance of these funds so that our investigator might attend the conference and thus enhance our local ability to reduce these type of crimes in our local community.

Your consideration and authorization for acceptance of these donations is appreciated.

If you have any questions please feel free to contact my office at 854-4924.

Cc. County Auditor
County Attorney
TCSO Finance Director



James J. "Jim" Lydon
Executive Director
External Affairs

AT&T Texas
400 West 15th Street
Room 1000-J
Austin, TX 78701

T: 512.870.3336
M: 512.971.2000
F: 512.870.1143
james.lydon@att.com
www.att.com

August 1, 2008

Detective Sidney Parker
Travis County Sheriff's Office
P.O. Box 1748
Austin, Texas 78767-1748

Re: Letter of Request - Donation to Travis County Sheriff's Office - Copper Theft Task Force

Dear Detective Parker,

Please accept the enclosed check for \$5,000 as a donation from AT&T to the Travis County Sheriff's Office (TCSO) Copper Theft Task Force.

At the request of the TCSO Copper Task Theft Force, AT&T would like to offer financial support in the amount of \$5,000 for Investigators on the TCSO Copper Theft Task Force to attend the National Metal Theft Investigations Seminar in Orlando, Florida, on September 23-24, 2008. AT&T appreciates all of the hard work performed by the TCSO Copper Theft Task Force which has led to a reduction of copper thefts in the Austin area.

Sincerely,

A handwritten signature in black ink, appearing to read "Jim Lydon".

✓

39

gmn

Travis County Commissioners Court Agenda Request

Voting Session 08-26-08 Work Session 08-26-08
(Date) (Date)

- I. A. Request made by: COUNTY ATTORNEY –Anthony J. Nelson Phone # 854-9513
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney
- B. Requested Text: RECEIVE BRIEFING FROM COUNTY ATTORNEY AND/OR TAKE APPROPRIATE ACTION CONCERNING THE EXTENSION OF ADMINISTRATIVE LEAVE WITH PAY FOR EMPLOYEE, SLOT 156. PURSUANT TO TEX. GOV'T CODE ANN. 551.071 and 551.074.
- C. Approved by:
Signature of Commissioner(s) or County Judge
- II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (Original and eight copies of agenda request and backup).
- B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request. Send a copy of this Agenda Request and backup to them:

Estella P. Medina 854-7000

- III. Required Authorizations: Please check if applicable:

Planning and Budget Office (473-9106)

☐ Additional funding for any department or for any purpose

☐ Transfer of existing funds within or between any line item budget

☐ Grant

Human Resources Department (473-9165)

☐ A change in your department's personnel (reclassification, etc.)

Purchasing Office (473-9700)

☐ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (473-9415)

☐ Contract, Agreement, Policy & Procedure

RECEIVED
COUNTY JUDGE'S OFFICE
08 AUG 18 AM 11:09

AGENDA REQUEST DEADLINE: This Agenda Request complete with backup memorandum and exhibits should be submitted to the County Judge's Office no later than 5:00 PM on Monday for the following week's meeting. Late or incomplete requests may be deferred to the next subsequent meeting.

C2

Travis County Commissioners Court Agenda Request

Voting Session Tuesday, August 26, 2008
(Date)

Work Session _____
(Date)

I. A. Request made by: Gillian Porter Phone: 854-4722
Commissioners Court Specialist
Commissioners Court Minutes/County Clerk's Office

B. Requested Text: **Approve the Corrected Commissioners Court
Minutes for the Voting Session of July 29, 2008
(Typographical error in Consent Item vote)**

C. Approved By: 
Dana DeBeauvoir, Travis County Clerk

II. A. Backup memorandum and exhibits should be attached and submitted with this
Agenda Request (Original and eight copies)

B. Please list all of the agencies or officials' names and telephone numbers that might be
affected or be involved with the request. Send a copy of this Agenda Request and
backup to them.

III. Is back-up material attached? YES

AGENDA REQUEST DEADLINE: This Agenda Request, complete with backup memorandum
and exhibits, should be submitted to the County Judge's Office no later than 12:00 PM on
Tuesday for the following week's meeting. Late or incomplete requests may be deferred to the
next meeting.

MINUTES OF MEETING JULY 29, 2008

TRAVIS COUNTY COMMISSIONERS' COURT

On Tuesday, the 29th day of July 2008, the Commissioners' Court convened the Voting Session at 9:17 AM in the Commissioners' Courtroom, 1st Floor of the Ned Granger Administration Building, 314 West 11th Street, Austin, Texas. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

The Commissioners Court record notes that Precinct Two Commissioner Sarah Eckhardt was not present during this Voting Session.

The Commissioners Court retired to Executive Session at 11:29 AM.

The Commissioners Court reconvened the Voting Session at 11:53 AM.

The Commissioners Court adjourned the Voting Session at 11:54 AM.

The Commissioners Court, meeting as the Northwest Travis County Road District #3 (Golden Triangle), convened at 11:55 AM and adjourned at 11:56 AM.

The Commissioners Court, meeting as the Travis County Bee Caves Road District #1 (Galleria), convened at 11:57 AM and adjourned at 11:57 AM.

The Commissioners Court, meeting as the Travis County Housing Finance Corporation, convened at 11:57 AM and adjourned at 11:59 AM.

The Commissioners Court, meeting as the Travis County Health Facilities Development Corporation, convened at 11:59 AM and adjourned at 12:01 PM.

The Commissioners Court, meeting as the Travis County Development Authority; the Travis County Cultural Education Facilities Finance Corporation; the Capital Health Facilities Development Corporation; and the Capital Industrial Development Corporation, convened at 12:01 PM and adjourned at 12:01 PM.

PUBLIC HEARING

1. **RECEIVE COMMENTS ON PROPOSED ELECTED OFFICIALS' SALARIES FOR FISCAL YEAR 2009. (9:21 AM)**

Clerk's Note: This Item is a public hearing to receive comments.

Motion by Commissioner Davis and seconded by Commissioner Gómez to open the public hearing.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	absent
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

Members of the Court heard from: Rodney Rhoades, Executive Manager, Planning and Budget Office (PBO).

Motion by Commissioner Davis and seconded by Commissioner Gómez to close the public hearing.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	absent
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

CITIZENS COMMUNICATION

Members of the Court heard from: Gus Peña, Travis County Resident. (9:17 AM)

CONSENT ITEMS

Members of the Court heard from: Jessica Rio, Assistant Budget Manager, PBO.

Motion by Commissioner Gómez **and seconded by** Commissioner Davis to approve the following Consent Items: C1-C2 and Items 3, 7, 8, 9.A&B, 10, 11, 12, 13, 14, 15, 17, and 22. (9:23 AM)

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	absent
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

- C1. RECEIVE BIDS FROM COUNTY PURCHASING AGENT.
- C2. APPROVE COMMISSIONERS COURT MINUTES FOR THE VOTING SESSION OF JULY 8 AND 15, 2008.

SPECIAL ITEMS

- 2. CONSIDER AND TAKE APPROPRIATE ACTION ON AN ORDER PROHIBITING OUTDOOR BURNING IN THE UNINCORPORATED AREAS OF TRAVIS COUNTY. (9:25 AM)

Members of the Court heard from: Pete Baldwin, Emergency Management Coordinator, Travis County Emergency Services.

Clerk's Note: The Court noted that by taking no action the prohibition against outdoor burning stays in place.

Item 2 to be reposted on August 05, 2008.

PLANNING AND BUDGET DEPT. ITEMS

3. CONSIDER AND TAKE APPROPRIATE ACTION ON BUDGET AMENDMENTS, TRANSFERS AND DISCUSSION ITEMS. (9:23 AM)

Clerk's Note: Item 3 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

4. CONSIDER AND TAKE APPROPRIATE ACTION ON ORDER AMENDING CHAPTER 23, INVESTMENT POLICY AND PROCEDURES, OF THE TRAVIS COUNTY CODE. (9:26 AM)

Clerk's Note: The Court heard the following recommendations:

- 1) Approve investment authority for the Senior Financial Analyst;
- 2) Extend the weighted average maturity of the Operating Portfolio from 365 days to 547 days to increase returns;
- 3) Increase the maximum maturity for operating agency (from 3 to 5 years) and treasury securities (from 5 to 7 years) to increase returns; and,
- 4) Make changes in investment certification to encourage brokerage firms' interest.

Members of the Court heard from: Mary Mayes, Investment Manager, Cash/Investment Management.

Motion by Commissioner Daugherty **and seconded by** Commissioner Gómez to approve all the recommendations.

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	abstain
Precinct 2, Commissioner Sarah Eckhardt	absent
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

5. **CONSIDER AND TAKE APPROPRIATE ACTIONS RELATED TO THE ON-GOING ANALYSIS OF IMPLEMENTING A COMPRESSED WORK WEEK FOR TRAVIS COUNTY EMPLOYEES AND/OR OFFICES. (9:31 AM)**

Clerk's Note: The County Judge read the following into the record: "Regular County office hours are from 8 AM to 5 PM, Monday through Friday, with the exception of those departments or offices whose mission requires 24-hour operations or alternate work schedules. However, the Commissioners Court encourages Elected Officials and Department Heads to implement flex time schedules for their employees where it is feasible and can be done within the operating budget, without impacting service delivery. Only with written authorization and instructions from the Elected Official or Department Head can an employee begin a flexible work schedule." Travis County Code section 10.002 (c).

Members of the Court heard from: Rodney Rhoades, Executive Manager, PBO; Barbara Wilson, Assistant County Attorney; Susan Spataro, Travis County Auditor; and Alicia Perez, Executive Manager, Administrative Operations.

Motion by Judge Biscoe and seconded by Commissioner Gómez that we continue to rely on Section 10.002 (c) of the Travis County Code, to grant managers appropriate authority to go to any flex hours that they deem necessary and appropriate for their department, providing they do not have a budget impact and that they do not adversely affect service delivery.

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	absent
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

Clerk's Note: The Court requested Staff to send a reminder of this provision to all Elected Officials and Department Heads.

6. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO AUTHORIZE AUGUST POSTING OF POSITIONS FUNDED IN FISCAL YEAR 2009 PRELIMINARY BUDGET RELATED TO THE NEW COUNTY COURT AT LAW NO. 8. (9:50 AM)

Members of the Court heard from: Jessica Rio, Assistant Budget Manager, PBO.

Motion by Commissioner Daugherty **and seconded by** Commissioner Davis to approve Item 6.

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	absent
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

ADMINISTRATIVE OPERATIONS ITEMS

7. 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 \$586,014.65 FOR THE PERIOD OF JULY 11 TO JULY 17, 2008. (9:23 AM)

Clerk's Note: Item 7 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

8. CONSIDER AND TAKE APPROPRIATE ACTION ON PROPOSED ROUTINE PERSONNEL AMENDMENTS. (9:23 AM)

Clerk's Note: Item 8 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

9. A. CONSIDER AND TAKE APPROPRIATE ACTION ON EMPLOYEE
REFUNDS UNDER TUITION REIMBURSEMENT POLICY 10.021; AND
- B. AUTHORIZE THE COUNTY AUDITOR AND TREASURER TO REIMBURSE
CERTAIN EMPLOYEES. (9:23 AM)

Clerk's Note: Items 9.A&B approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

PURCHASING OFFICE ITEMS

10. APPROVE TERMINATION OF CONTRACT NO. PS020015JW, WILLIAMS,
WILLIAMS & HANKS D/B/A INCENTIVES, FOR RESIDENTIAL TREATMENT
SERVICES. (JUVENILE PROBATION) (9:23 AM)

Clerk's Note: Item 10 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

11. APPROVE MODIFICATION NO. 6 TO CONTRACT NO. 06T00108NB, ECOLAB,
INC., FOR DISHWASHING AND LAUNDRY CHEMICALS. (SHERIFF'S OFFICE
AND JUVENILE PROBATION) (9:23 AM)

Clerk's Note: Item 11 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

12. APPROVE ISSUANCE OF JOB ORDER NO. 22, MINOR CONSTRUCTION
AND RENOVATION SERVICES, CONTRACT NO. 07K00307RV,
ARCHITECTURAL HABITAT OF AUSTIN, INC. (FACILITIES MANAGEMENT)
(9:23 AM)

Clerk's Note: Item 12 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

13. APPROVE TWELVE-MONTH EXTENSION (MODIFICATION NO. 5) TO INTERLOCAL AGREEMENT NO. IL040256RE, CITY OF AUSTIN, FOR DEAF INTERPRETING SERVICES. (HEALTH AND HUMAN SERVICES AND VETERANS SERVICE) (9:23 AM)

Clerk's Note: Item 13 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

14. APPROVE TWELVE-MONTH EXTENSION (MODIFICATION NO. 3) TO INTERLOCAL AGREEMENT NO. IL060335RE, PFLUGERVILLE INDEPENDENT SCHOOL DISTRICT, FOR THE AFTER SCHOOL PROGRAM. (HEALTH AND HUMAN SERVICES AND VETERANS SERVICE) (9:23 AM)

Clerk's Note: Item 14 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

15. APPROVE ISSUANCE OF JOB ORDER NO. 5, MINOR CONSTRUCTION AND RENOVATION SERVICES, CONTRACT NO. 07K00308RV, TRIMBUILT CONSTRUCTION, INC. (FACILITIES MANAGEMENT) (9:23 AM)

Clerk's Note: Item 15 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

16. APPROVE CONTRACT AWARD FOR LONG DISTANCE TELECOMMUNICATION SERVICES, FOR VOICE & DATA AND ANY ASSOCIATED TELECOMMUNICATIONS SERVICES INCLUDING LOCAL DIAL TONE FOR VOICE AND DATA, RFP NO. P080189BF, TO THE MOST QUALIFIED RESPONDENT, TW TELECOM HOLDINGS, INC. (INFORMATION AND TELECOMMUNICATIONS SYSTEMS) (10:11 AM)

Members of the Court heard from: Cyd Grimes, Travis County Purchasing Agent; Barbara Wilson, Assistant County Attorney; and Walter Lagrone, Director, Operations and Technology, Information and Telecommunications Systems (ITS).

Motion by Judge Biscoe and seconded by Commissioner Gómez to approve Item 16.

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	absent
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

17. APPROVE MODIFICATION NO. 2 TO CONTRACT NO. PS070316LC, BURTON GROUP, FOR THE PURCHASE OF CONSULTING, RESEARCH AND ADVISORY SERVICES. (INFORMATION AND TELECOMMUNICATIONS SYSTEMS/COUNTY AUDITOR) (9:23 AM)

Clerk's Note: Item 17 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

TRANSPORTATION AND NATURAL RESOURCES DEPT. ITEMS

18. CONSIDER AND TAKE APPROPRIATE ACTION ON OPTIONAL LOCAL FEES (COUNTY ROAD AND BRIDGE FEE AND CHILD SAFETY FEE) FOR THE CALENDAR YEAR 2009 RELATING TO THE REGISTRATION OF VEHICLES IN TRAVIS COUNTY. (10:09 AM)

Members of the Court heard from: Joe Gieselman, Executive Manager, Transportation and Natural Resources (TNR).

Motion by Commissioner Gómez **and seconded by** Judge Biscoe to approve Item 18.

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	absent
Precinct 3, Commissioner Gerald Daugherty	absent
Precinct 4, Commissioner Margaret J. Gómez	yes

Clerk's Note: By approving Item 18, The Court is authorizing Staff to inform the Texas Department of Transportation (TxDOT) of the County's intention to continue to collect the fees in 2009.

19. CONSIDER AND TAKE APPROPRIATE ACTION ON THE APPROVAL OF ACCEPTANCE OF DEDICATION OF STREET AND DRAINAGE FACILITIES FOR RANCH AT DEER CREEK PHASE 3, SECTION 4, A SUBDIVISION IN PRECINCT 3. (COMMISSIONER DAUGHERTY) (9:54 AM)

Members of the Court heard from: Joe Gieselman, Executive Manager, TNR; Ann Hawken, Travis County Resident; Steve Manilla, Director, Public Works, TNR; and Jonathan McCabe, Travis County Resident.

Motion by Commissioner Daugherty **and seconded by** Commissioner Gómez to approve Item 19.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	absent
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

20. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING:

- A. REQUEST TO USE 2005 BOND UNALLOCATED PROJECT FUNDS, OR 1997 OR 2001 BOND FUND SAVINGS FROM COMPLETED PRECINCT ONE PROJECTS, TO ACQUIRE RIGHT OF WAY FOR THE REALIGNMENT OF FM 3177, IN PRECINCT ONE; AND
- B. ADVANCE FUNDING AGREEMENT FOR VOLUNTARY LOCAL GOVERNMENT CONTRIBUTIONS TO TRANSPORTATION IMPROVEMENT PROJECTS WITH NO REQUIRED MATCH FOR THE FM 3177 AND BRAKER LANE 1 PROJECT, IN PRECINCT ONE.

Clerk's Note: Items 20.A&B are associated with one another and were called for concurrent discussion.

Members of the Court heard from: Steve Manilla, Director, Public Works, TNR.

Discussion only. No formal action taken.

Items 20.A&B to be reposted August 5, 2008.

HEALTH AND HUMAN SERVICES DEPT. ITEMS

21. **REVISED:** CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE TRAVIS COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT INTERLOCAL WITH THE CITY OF AUSTIN AS FOLLOWS: (10:13 AM)

- A. MID-YEAR REPORT ON SERVICES PROVIDED BY THE CITY OF AUSTIN;
AND
- B. CITY OF AUSTIN'S REQUEST FOR ADDITIONAL FUNDING FOR FISCAL
YEAR 2009.

Clerk's Note: Items 21.A&B are associated with one another and were called for concurrent discussion.

Members of the Court heard from: Sherri Fleming, Executive Manager, Travis County Health, Human Services, and Veterans' Services (TCHHS&VS); Shannon Jones, Acting Director, Health and Human Services, City of Austin; and Travis Gatlin, Budget Analyst, PBO.

Motion by Judge Biscoe and seconded by Commissioner Davis that we authorize the County Judge to draft an appropriate letter to the Austin City Manager and City Council addressing the issue of administrative overhead, basically, the three main interlocals, highlight the need for us to address this as soon as possible, and in the letter describe as many facts as necessary to describe the problem.

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	absent
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

OTHER ITEMS

22. APPROVE PAYMENT OF CLAIMS AND AUTHORIZE COUNTY TREASURER TO INVEST COUNTY FUNDS. (9:23 AM)

Clerk's Note: Item 22 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

23. RECEIVE AND DISCUSS AS NECESSARY THE THIRD REVENUE ESTIMATE FOR THE FISCAL YEAR 2009 BUDGET PROCESS. (COUNTY AUDITOR)
(10:40 AM)

Members of the Court heard from: Blain Keith, Chief Assistant County Auditor, Travis County Auditor's Office; and Susan Spataro, Travis County Auditor.

Discussion only. No formal action taken.

24. RECEIVE BRIEFING ON THE COUNTY AUDITOR'S OFFICE NEW FINANCIAL SYSTEM. (10:56 AM)

Members of the Court heard from: Susan Spataro, Travis County Auditor; Cyd Grimes, Travis County Purchasing Agent; Linda Moore Smith, Director, Human Resources Management Department (HRMD); Joe Harlow, Chief Technology Officer, ITS; and Rodney Rhoades, Executive Manager, PBO.

Discussion only. No formal action taken.

EXECUTIVE SESSION ITEMS

Note 1 Gov't Code Ann 551.071, Consultation with Attorney

Note 2 Gov't Code Ann 551.072, Real Property

Note 3 Gov't Code Ann 551.074, Personnel Matters

The Commissioners Court will consider the following items in Executive Session. The Commissioners Court may also consider any other matter posted on the agenda if there are issues that require consideration in Executive Session and the Commissioners Court announces that the item will be considered during Executive Session.

25. CONSIDER AND TAKE APPROPRIATE ACTION ON PURCHASE CONTRACT WITH PARKE PROPERTIES I AND II, L.P. AND GDF REALTY INVESTMENTS LTD. FOR THE ACQUISITION OF LAND IN CONNECTION WITH THE BALCONES CANYONLANDS CONSERVATION PLAN. ² (11:29 AM)
(11:54 AM)

Clerk's Note: Judge Biscoe announced that Item 25 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.072, Real Property.

Motion by Commissioner Daugherty **and seconded by** Commissioner Gómez that we reissue our offer of \$5.6 million for this piece of property, and that we give a 30-day period for that to stand.

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	absent
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

Motion carried:	County Judge Samuel T. Biscoe	yes
	Precinct 1, Commissioner Ron Davis	yes
	Precinct 2, Commissioner Sarah Eckhardt	absent
	Precinct 3, Commissioner Gerald Daugherty	yes
	Precinct 4, Commissioner Margaret J. Gómez	yes

MINUTES APPROVED BY THE COMMISSIONERS' COURT

Date of Approval

Samuel T. Biscoe, Travis County Judge

C3

Travis County Commissioners Court Agenda Request

Voting Session Tuesday, August 26, 2008
(Date)

Work Session _____
(Date)

I. A. Request made by: Gillian Porter Phone: 854-4722
Commissioners Court Specialist
Commissioners Court Minutes/County Clerk's Office

B. Requested Text: **Approve the Commissioners Court Minutes for the**

Voting Session of August 5, 2008

C. Approved By: 
Dana DeBeauvoir, Travis County Clerk

II. A. Backup memorandum and exhibits should be attached and submitted with this
Agenda Request (Original and eight copies)

B. Please list all of the agencies or officials' names and telephone numbers that might be
affected or be involved with the request. Send a copy of this Agenda Request and
backup to them.

III. Is back-up material attached? YES

AGENDA REQUEST DEADLINE: This Agenda Request, complete with backup memorandum
and exhibits, should be submitted to the County Judge's Office no later than 12:00 PM on
Tuesday for the following week's meeting. Late or incomplete requests may be deferred to the
next meeting.

MINUTES OF MEETING AUGUST 5, 2008

TRAVIS COUNTY COMMISSIONERS' COURT

On Tuesday, the 5th day of August 2008, the Commissioners' Court convened the Voting Session at 9:15 AM in the Commissioners' Courtroom, 1st Floor of the Ned Granger Administration Building, 314 West 11th Street, Austin, Texas. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

The Commissioners Court recessed the Voting Session at 12:03 PM.

The Commissioners Court, meeting as the Travis County Housing Finance Corporation, convened at 1:41 PM and adjourned at 1:42 PM.

The Commissioners Court, meeting as the Travis County Health Facilities Development Corporation, convened at 1:42 PM and adjourned at 1:42 PM.

The Commissioners Court, meeting as the Travis County Development Authority; the Travis County Cultural Education Facilities Finance Corporation; the Capital Health Facilities Development Corporation; and the Capital Industrial Development Corporation, convened at 1:42 PM and adjourned at 1:43 PM.

The Commissioners Court reconvened the Voting Session at 1:43 PM.

The Commissioners Court retired to Executive Session at 2:36 PM.

The Commissioners Court reconvened the Voting Session at 3:38 PM.

The Commissioners Court adjourned the Voting Session at 3:40 PM.

PUBLIC HEARINGS

1. RECEIVE COMMENTS ON AMENDMENTS TO TITLE 30, TRAVIS COUNTY CODE, JOINT TRAVIS COUNTY/CITY OF AUSTIN SUBDIVISION CODE FOR EXTRATERRITORIAL JURISDICTION REGARDING THE CRITICAL WATER QUALITY ZONE (BUFFER) ON THE COLORADO RIVER AND PUBLIC NOTIFICATION REQUIREMENTS. (ACTION ITEM #20) (9:16 AM)

Clerk's Note: This Item is a public hearing to receive comments. Please refer to Agenda Item 20 for a summary of the action item.

Motion by Commissioner Davis **and seconded by** Commissioner Gómez to open the public hearing.

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

Members of the Court heard from: Anna Bowlin, Program Manager, Planning and Engineering, Transportation and Natural Resources (TNR).

Motion by Commissioner Davis **and seconded by** Commissioner Gómez to close the public hearing.

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

CITIZENS COMMUNICATION

Members of the Court heard from: Gus Peña, Travis County Resident; Zetta Garnett, Benefits Assistant, Human Resources Management Department (HRMD). (9:19 AM)

Motion carried:	County Judge Samuel T. Biscoe	yes
	Precinct 1, Commissioner Ron Davis	yes
	Precinct 2, Commissioner Sarah Eckhardt	abstain
	Precinct 3, Commissioner Gerald Daugherty	yes
	Precinct 4, Commissioner Margaret J. Gómez	yes

SPECIAL ITEMS

2. **CONSIDER AND TAKE APPROPRIATE ACTION ON AN ORDER PROHIBITING OUTDOOR BURNING IN THE UNINCORPORATED AREAS OF TRAVIS COUNTY. (9:27 AM)**

Members of the Court heard from: Pete Baldwin, Emergency Management Coordinator, Travis County Emergency Services.

Motion by Judge Biscoe **and seconded by** Commissioner Gómez to approve Item 2, that is, basically, that we renew the order prohibiting outdoor burning.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

Clerk's Note: The County Judge noted that if there are any questions they should be directed to the Fire Marshal's Office at 512-854-6472.

HEALTH AND HUMAN SERVICES DEPT. ITEMS

3. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING ITEMS RELATED TO THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD): (9:30 AM)

- A. ACCEPT COMMENTS RECEIVED DURING THE 30-DAY PUBLIC COMMENT PERIOD ON THE PROPOSED USAGE OF CDBG FUNDS;

Clerk's Note: Items 3.A-D are associated with one another and were called for concurrent discussion.

Members of the Court heard from: Christy Moffett, Social Services Manager, Travis County Health and Human Services (TCHHS).

Motion by Judge Biscoe and seconded by Commissioner Gómez to approve Item 3.A.

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

ITEM 3 CONTINUED

3. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING ITEMS RELATED TO THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD): (9:30 AM)

- B. FINAL DRAFT OF TRAVIS COUNTY PROGRAM YEAR 2008 ANNUAL ACTION PLAN;

Clerk's Note: Staff informed the Court that there had been minor editorial changes to the Program Year 2008 Action Plan.

Members of the Court heard from: Christy Moffett, Social Services Manager, TCHHS.

Motion by Commissioner Gómez **and seconded by** Commissioner Daugherty that we accept the changes, and approve the Program Year 2008 Action Plan.

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

ITEM 3 CONTINUED

3. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING ITEMS RELATED TO THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD): (9:30 AM)

C. SUBSTANTIAL AMENDMENT TO THE PROGRAM YEAR 2006 ANNUAL ACTION PLAN; AND

Clerk's Note: Staff informed the Court that there had been minor editorial changes to the Program Year 2006 Action Plan.

Members of the Court heard from: Christy Moffett, Social Services Manager, TCHHS.

Motion by Commissioner Gómez and seconded by Commissioner Eckhardt to approve Item 3.C.

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

ITEM 3 CONTINUED

3. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING ITEMS RELATED TO THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD): (9:30 AM)

D. SUBMISSION OF THE PROGRAM YEAR 2008 ANNUAL ACTION PLAN AND SUBSTANTIAL AMENDMENT OF PROGRAM YEAR 2006 ACTION PLAN TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, SAN ANTONIO FIELD OFFICE, REGION VI.

Members of the Court heard from: Christy Moffett, Social Services Manager, TCHHS.

Motion by Commissioner Gómez **and seconded by** Commissioner Daugherty to approve all of the above in Item 3.D, including the County Judge to sign for the Commissioners Court.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

4. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST FROM AARP FOUNDATION WORKSEARCH TO APPROVE HOST AGENCY AGREEMENT. (9:34 AM)

Members of the Court heard from: Sherri Fleming, Executive Manager, Travis County Health, Human Services, and Veterans' Services (TCHHS&VS); and Mary Etta Gerhardt, Assistant County Attorney.

Motion by Judge Biscoe **and seconded by** Commissioner Gómez that we approve their contract, and that we authorize the County Judge and Andrea Colunga Bussey, Division Director, Family Support Services, TCHHS&VS to sign their contract.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

5. RECEIVE BRIEFING AND GIVE DIRECTION ON THE FOLLOWING: (1:44 PM)
 - A. HEALTH AND HUMAN SERVICES AND VETERANS SERVICE DEPARTMENTS STRATEGY AND COMMUNITY PLANNING FOR FISCAL YEAR 2009; AND
 - B. REQUESTS FROM AREA HEALTH AND HUMAN SERVICES NON-PROFIT AGENCIES FOR INCREASED OR NEW FUNDING TO MEET PROJECTED INCREASED NEEDS FOR FISCAL YEAR 2009.

Clerk's Note: Items 5.A&B are associated with one another and were called for concurrent discussion.

Members of the Court heard from: Sherri Fleming, Executive Manager, Travis County Health, Human Services, and Veterans' Services (TCHHS&VS); Beth Atherton, Executive Director, Caritas; Lawrence Lyman, Social Services Program Administrator, Workforce Development, TCHHS&VS; Rodney Rhoades, Executive Manager, PBO; and Harvey Davis, Manager, Travis County Corporations.

Discussion only. No formal action taken.

Clerk's Note: The County Judge noted that an extra hour is to be added to the Budget Hearing set for Monday, August 11, 2008 at 4:00 PM to discuss the increased funding requested in Items 5.A&B.

PLANNING AND BUDGET DEPT. ITEMS

6. CONSIDER AND TAKE APPROPRIATE ACTION ON BUDGET AMENDMENTS, TRANSFERS AND DISCUSSION ITEMS. (9:24 AM)

Clerk's Note: Item 6 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

7. CONSIDER AND TAKE APPROPRIATE ACTION ON GRANT CONTRACT WITH THE TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES FOR TITLE IV-E LEGAL SERVICES CONTRACT IN THE DISTRICT ATTORNEY'S OFFICE. (9:24 AM)

Clerk's Note: Item 8 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

8. **CONSIDER AND TAKE APPROPRIATE ACTION TO SET ELECTED OFFICIALS' SALARIES FOR FISCAL YEAR 2009. (10:50 AM)**

Clerk's Note: Items 8 and 12.A-G are associated with one another and were called for concurrent discussion.

Members of the Court heard from: Barbara Wilson, Assistant County Attorney.

Motion by Commissioner Gómez **and seconded by** Commissioner Eckhardt to approve 3%.

A Substitute Motion was made by Commissioner Daugherty that elected officials take no Cost of Living Adjustment (COLA) this year.

Withdrawal of the Second to the Standing Motion was made by Commissioner Eckhardt.

A Second to the Substitute Motion was made by Commissioner Eckhardt.

Clerk's Note: The Court took a Vote on the Substitute Motion at this time.

Motion failed:	County Judge Samuel T. Biscoe	no
	Precinct 1, Commissioner Ron Davis	no
	Precinct 2, Commissioner Sarah Eckhardt	yes
	Precinct 3, Commissioner Gerald Daugherty	yes
	Precinct 4, Commissioner Margaret J. Gómez	no

A Restatement of the Original Motion was made by Commissioner Gómez **and seconded by** Judge Biscoe to set Elected Officials at 3%.

Motion carried:	County Judge Samuel T. Biscoe	yes
	Precinct 1, Commissioner Ron Davis	yes
	Precinct 2, Commissioner Sarah Eckhardt	yes
	Precinct 3, Commissioner Gerald Daugherty	no
	Precinct 4, Commissioner Margaret J. Gómez	yes

9. RECEIVE UPDATE AND TAKE APPROPRIATE ACTION ON PRELIMINARY FISCAL YEAR 2009 BUDGET. (10:13 AM)

Members of the Court heard from: Rodney Rhoades, Executive Manager, Planning and Budget Office (PBO); and Jessica Rio, Assistant Budget Manager, PBO.

Discussion only. No formal action taken.

Clerk's Note: The County Judge noted that an extra hour is to be added to the Budget Hearing set for Friday, August 15, 2008 at 9:00 AM to discuss revenue-generating ideas from the Efficiency Committee.

ADMINISTRATIVE OPERATIONS ITEMS

10. 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 \$644,769.31 FOR THE PERIOD OF JULY 18 TO JULY 24, 2008. (9:24 AM)

Clerk's Note: Item 10 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

11. CONSIDER AND TAKE APPROPRIATE ACTION ON PROPOSED ROUTINE PERSONNEL AMENDMENTS. (9:24 AM)

Clerk's Note: Item 11 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

12. CONSIDER AND TAKE APPROPRIATE ACTION ON RECOMMENDED FISCAL YEAR 2009 COMPENSATION ITEMS: (10:50 AM)

Clerk's Note: Items 8 and 12.A-G are associated with one another and were called for concurrent discussion.

Members of the Court heard from: Alicia Perez, Executive Manager, Administrative Operations; Travis Gatlin, Budget Analyst, PBO; Luane Schull, Compensation Manager, HRMD; Linda Moore Smith, Director, HRMD; Greg Powell, Business Manager, Local 1624, American Federation of State, County and Municipal Employees (AFSCME); Joe Gieselman, Executive Manager, TNR; and Chris Broussard, Business System Consultant, PBO.

12. CONSIDER AND TAKE APPROPRIATE ACTION ON RECOMMENDED FISCAL YEAR 2009 COMPENSATION ITEMS: (10:50 AM)

A. COST OF LIVING INCREASE;

Clerk's Note: The Court looked at three options for a COLA, with a flat dollar amount for employees earning less than \$30,000.00 to be a minimum of \$900.00:

- 1) 3% across the board;
- 2) 3.5% across the board;
- 3) A one-time lump sum of either 1% or 2% in addition to the COLA.

Motion by Commissioner Gómez and seconded by Commissioner Davis to approve Item 12.A.1, 3%.

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

ITEM 12 CONTINUED

12. CONSIDER AND TAKE APPROPRIATE ACTION ON RECOMMENDED FISCAL YEAR 2009 COMPENSATION ITEMS: (10:50 AM)

B. FISCAL YEAR 2008 MARKET SALARY SURVEY:

1. SLOTS BELOW MINIMUM OF THE NEW MARKET COMPETITIVE PAY GRADE;

Motion by Commissioner Eckhardt **and seconded by** Commissioner Daugherty that we go ahead and approve the green circle, \$660,076.00, and that we use the \$500,000.00 in the Compensation Reserve and direct it towards that.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

12. CONSIDER AND TAKE APPROPRIATE ACTION ON RECOMMENDED FISCAL YEAR 2009 COMPENSATION ITEMS: (10:50 AM)

B. FISCAL YEAR 2008 MARKET SALARY SURVEY:

2. APPROPRIATE MARKET ADJUSTMENT.

Discussion only. No formal action taken.

Clerk's Note: The County Judge noted that Item 12.B.2 would be discussed at the Budget Hearing set for Thursday, August 7, 2008 at 1:30 PM.

ITEM 12 CONTINUED

12. CONSIDER AND TAKE APPROPRIATE ACTION ON RECOMMENDED FISCAL YEAR 2009 COMPENSATION ITEMS: (10:50 AM)

E. SEASONAL/RELIEF TEMPORARY TITLES AND HOURLY PAY RATES;

Clerk's Note: The Court discussed the following recommendations:

- 1) An increase of \$1.00 per hour for Park Techs I and II;
- 2) Consolidate the School Crossing Guards levels and pay an increased hourly rate of \$13.00;
- 3) Increases in hourly pay rates for Election Workers; and,
- 4) Increases in hourly pay rates for all Sign Language Interpreters.

Motion by Commissioner Gómez and seconded by Commissioner Eckhardt to approve Item 12.E with the changes.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

Motion by Judge Biscoe and seconded by Commissioner Gómez to approve the election workers.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

ITEM 12 CONTINUED

12. CONSIDER AND TAKE APPROPRIATE ACTION ON RECOMMENDED FISCAL YEAR 2009 COMPENSATION ITEMS: (10:50 AM)

F. NON-TRAVIS COUNTY SHERIFF'S OFFICE PEACE OFFICER PAY SCALE:

1. WHETHER TO ESTABLISH INTERNAL EQUITY RELATIONSHIP BETWEEN TCSO AND NON-TCSO PEACE OFFICERS JOB CLASSIFICATIONS;
2. ADD PAY FOR PARK RANGERS WHO POSSESS ACTIVE EMERGENCY MEDICAL TECHNICIAN - BASIC CERTIFICATION.

Items 12.F.1&2 postponed until August 12, 2008.

12. CONSIDER AND TAKE APPROPRIATE ACTION ON RECOMMENDED FISCAL YEAR 2009 COMPENSATION ITEMS: (10:50 AM)

G. OTHER COMPENSATION RELATED ITEMS.

Discussion only. No formal action taken.

Clerk's Note: The Court noted that Performance based Pay (PBP) would be discussed at the Budget Hearing under Compensation set for Thursday, August 7, 2008 at 2:00 PM.

JUSTICE AND PUBLIC SAFETY ITEMS

13. CONSIDER AND TAKE APPROPRIATE ACTION ON ANNUAL INTERLOCAL AGREEMENT WITH CAPITAL AREA COUNCIL OF GOVERNMENTS FOR FUNDING FOR ON-GOING PUBLIC SAFETY ANSWERING POINT MAINTENANCE, EQUIPMENT UPGRADE AND TRAINING. (9:24 AM)

Clerk's Note: Item 13 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

PURCHASING OFFICE ITEMS

14. APPROVE MODIFICATION NO. 1 TO JOB NO. 2, CONTRACT NO. 07K00304JW, PAVEMENT RESTORATION, INC., ASPHALT REJUVENATION PROGRAM. (TRANSPORTATION AND NATURAL RESOURCES) (9:24 AM)

Clerk's Note: Item 14 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

15. APPROVE MODIFICATION NO.1 TO CONTRACT NO. 07T00374NB, AUSTIN RECLAIM MATERIAL D/B/A AUSTIN AGGREGATES, FOR ASSORTED CONSTRUCTION SANDS. (TRANSPORTATION AND NATURAL RESOURCES) (9:24 AM)

Clerk's Note: Item 15 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

16. APPROVE TWELVE-MONTH EXTENSION (MODIFICATION NO. 7) TO CONTRACT NO. PS020281LB, JOHN S. FORD, FOR PSYCHIATRIC SERVICES. (SHERIFF'S OFFICE) (9:24 AM)

Clerk's Note: Item 16 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

17. APPROVE MODIFICATION NO. 4 TO CONTRACT NO. 06AE0187LP, LAND DESIGN PARTNERS, FOR SOUTHWEST METRO PARK - DESIGN SERVICES. (TRANSPORTATION AND NATURAL RESOURCES) (9:24 AM)

Clerk's Note: Item 17 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

18. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING PROFESSIONAL VISITATION SERVICES: (9:24 AM)
 - A. ORDER EXEMPTING THE PURCHASE OF PROFESSIONAL VISITATION SERVICES FROM THE COMPETITIVE PROCUREMENT PROCESS PURSUANT TO THE TEX. LOC. GOVT. CODE ANN. SEC. 262.024 (A)(4); AND
 - B. AUTHORIZE PURCHASING AGENT TO ISSUE A REQUEST FOR SERVICES FOR PROFESSIONAL VISITATION SERVICES. (JUVENILE PROBATION AND DOMESTIC RELATIONS OFFICE)

Clerk's Note: Items 18.A&B approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

19. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING: (9:24 AM)
 - A. CONSTRUCTION SERVICES FOR THE 2008 HMAC OVERLAY PROGRAM, PRECINCTS 1, 2, LCRA/TRAVIS COUNTY PARKS, EAST SERVICE CENTER AND THE CITY OF LAKEWAY, IFB NO. B080240LP, TO THE LOW BIDDER, WHEELER COATINGS, LP; AND
 - B. CONSTRUCTION SERVICES FOR THE 2008 HMAC OVERLAY PROGRAM, PRECINCTS 3 AND 4, IFB NO. B080240LP, TO THE LOW BIDDER, ASPHALT PAVING COMPANY. (TRANSPORTATION AND NATURAL RESOURCES)

Clerk's Note: Items 19.A&B approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

TRANSPORTATION AND NATURAL RESOURCES DEPT. ITEMS

20. CONSIDER AND TAKE APPROPRIATE ACTION ON AMENDMENTS TO TITLE 30, TRAVIS COUNTY CODE, JOINT TRAVIS COUNTY/CITY OF AUSTIN SUBDIVISION CODE FOR EXTRATERRITORIAL JURISDICTION REGARDING THE CRITICAL WATER QUALITY ZONE (BUFFER) ON THE COLORADO RIVER AND PUBLIC NOTIFICATION REQUIREMENTS. (9:18 AM)

Clerk's Note: Item 20 is the action item for the public hearing on Agenda Item 1.

Item 20 postponed until August 12, 2008.

21. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO REVISE TRAVIS COUNTY CODE SECTION 10.0535, ON-SITE RESIDENCE FOR PARK STAFF AND THE RANGER RESIDENCE POLICY. (COMMISSIONER DAUGHERTY) (9:39 AM)

Members of the Court heard from: Joe Gieselman, Executive Manager, TNR; and Dan Chapman, Chief Park Ranger, TNR.

Motion by Commissioner Davis and seconded by Commissioner Daugherty to approve this particular Item 21, and make sure that we move in that direction as far as just the policy is concerned; and we'll look at the funding aspect during the budget cycle.

A Clarification of the previous Motion was made by Judge Biscoe that Commissioner Davis moved approval of the policy of establishing a residence in County Parks, specifically the ones listed in the backup, trying to add one a year beginning in FY '09.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

Clerk's Note: The Court noted that by approving Item 21 they are only approving the policy change, not the funding, which will be looked at during the FY '09 Budget Mark-up.

22. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO USE ALTERNATIVE FISCAL FOR AVALON, PHASE 9A, A SUBDIVISION IN PRECINCT TWO. (COMMISSIONER ECKHARDT) (9:24 AM)

Clerk's Note: Item 22 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

23. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING REGARDING THE VILLAS AT LAKECLIFF CONDOMINIUMS: (9:24 AM)

- A. A REQUEST TO GRANT AN EXEMPTION FROM PLATTING REQUIREMENTS; AND
- B. A CONDOMINIUM PHASING AGREEMENT WITH VLC ACQUISITION GROUP, LLC. (COMMISSIONER DAUGHERTY)

Clerk's Note: Items 23.A&B approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

24. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST FOR ACCEPTANCE OF DEDICATION OF STREET AND DRAINAGE FACILITIES FOR ANDERSON MILL WEST SECTION 19, RESUBDIVISION OF LOTS 1-25, BLOCK H, LOTS 1, 19-22, BLOCK I AND LOTS 1-11 AND 26, BLOCK K, AND A LICENSE AGREEMENT WITH VOLENTE HILLS AT PARK FOREST OWNERS ASSOCIATION, INC. (COMMISSIONER DAUGHERTY) (9:24 AM)

Clerk's Note: Item 24 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

25. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING: (9:24 AM)

- A. A REQUEST FOR ACCEPTANCE OF DEDICATION OF STREET AND DRAINAGE FACILITIES IN CYPRESS CANYON, SECTIONS 4 AND 5; AND
- B. A LICENSE AGREEMENT WITH THE HOMEOWNER'S ASSOCIATION FOR DEER CREEK RANCH, INC. FOR IMPROVEMENTS IN THE PUBLIC RIGHT OF WAY OF CYPRESS CANYON, SECTION 4. (COMMISSIONER DAUGHERTY)

Clerk's Note: Items 25.A&B approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

AUGUST 5, 2008 VOTING SESSION

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26. CONSIDER AND TAKE APPROPRIATE ACTION ON NOTICE OF CHAPTER 11 BANKRUPTCY BY SEMMATERIALS, LP AND RESULTING IMPACT ON COUNTY ROAD MAINTENANCE OPERATIONS. (10:00 AM)

Members of the Court heard from: Joe Gieselman, Executive Manager, TNR; and Don Ward, Manager, Road and Bridge Division, TNR.

Discussion only. No formal action taken.

Item 26 to be reposted August 26, 2008.

27. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING:
(10:09 AM)
- A. REQUEST TO USE 2005 BOND UNALLOCATED PROJECT FUNDS, OR 1997 OR 2001 BOND FUND SAVINGS FROM COMPLETED PRECINCT ONE PROJECTS, TO ACQUIRE RIGHT OF WAY FOR THE REALIGNMENT OF FM 3177, IN PRECINCT ONE; AND
- B. ADVANCE FUNDING AGREEMENT FOR VOLUNTARY LOCAL GOVERNMENT CONTRIBUTIONS TO TRANSPORTATION IMPROVEMENT PROJECTS WITH NO REQUIRED MATCH FOR THE FM 3177 AND BRAKER LANE 1 PROJECT, IN PRECINCT ONE.

Clerk's Note: Items 27.A&B are associated with one another and were called for concurrent discussion.

Members of the Court heard from: Steve Manilla, Director, Public Works, TNR.

Motion by Commissioner Davis and seconded by Commissioner Eckhardt to approve 27.A&B, with the caveat that in this Advanced Funding Agreement the Texas Department of Transportation (TxDOT) is committed to complete the design and the construction at their cost. We are going to use voter approved 2005 Tier 1 Braker Lane Bond Funds to acquire the right-of-way for the realignment of FM 3177.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

OTHER ITEMS

28. APPROVE PAYMENT OF CLAIMS AND AUTHORIZE COUNTY TREASURER TO INVEST COUNTY FUNDS. (9:24 AM)

Clerk's Note: Item 28 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

29. CONSIDER AND TAKE APPROPRIATE ACTION ON ITEMS ASSOCIATED WITH THE 2008 TRAVIS COUNTY COMBINED CHARITIES CAMPAIGN. (COUNTY CLERK) (9:15 AM)

Item 29 postponed until August 12, 2008.

30. CONSIDER AND TAKE APPROPRIATE ACTION ON THE CREATION OF AN INTERGOVERNMENTAL RELATIONS POSITION WITH APPROPRIATE SUPPORT INCLUDING: (2:14 PM)

- A. HIRING OF AN ADMINISTRATIVE ASSISTANT TO SUPPORT THE INTERGOVERNMENTAL RELATIONS POSITION;**
- B. POSTING THE ADMINISTRATIVE ASSISTANT POSITION;**
- C. UPDATE FROM TNR AND PBO ON INTERIM FISCAL YEAR 2008 FUNDING AND SPACE FOR THESE TWO POSITIONS;**
- D. UPDATE FROM FACILITIES MANAGEMENT ON RECOMMENDATIONS FOR PERMANENT SPACE FOR THESE TWO POSITIONS IN FISCAL YEAR 2009; AND**
- E. RECRUITMENT STRATEGY AND HIRING TIMELINE FOR THE INTERGOVERNMENTAL RELATIONS POSITION. (COMMISSIONER ECKHARDT)**

Clerk's Note: Items 30.A-E are associated with one another and were called for concurrent discussion.

Members of the Court heard from: Katie Gipson, Budget Analyst, PBO; Linda Moore Smith, Director, HRMD; and Leslie Stricklan, Project Manager, Facilities Management.

Motion by Commissioner Daugherty that we would table Item 30, and look at this in-house person in the next legislative budget cycle.

Clerk's Note: The Motion died for lack of a Second.

Clerk's Note: The Court gave Staff directions to start the process by advertising both posts.

31. CONSIDER AND TAKE APPROPRIATE ACTION ON ORDER APPOINTING PRESIDING AND ALTERNATE PRESIDING ELECTION JUDGES FOR A TERM OF TWO YEARS BEGINNING AUGUST 1, 2008. (COUNTY CLERK)

Item 31 postponed until August 12, 2008.

32. CONSIDER AND TAKE APPROPRIATE ACTION ON AGREEMENT FOR ASSESSMENT AND COLLECTION SERVICES BETWEEN TRAVIS COUNTY AND LOST CREEK MUNICIPAL UTILITY DISTRICT. (9:24 AM)

Clerk's Note: Item 32 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

33. CONSIDER AND TAKE APPROPRIATE ACTION ON AGREEMENT FOR ASSESSMENT AND COLLECTION SERVICES BETWEEN TRAVIS COUNTY AND TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 16. (9:24 AM)

Clerk's Note: Item 33 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

34. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE USE OF A RELEASE ENTITLED "RELEASE OF LIABILITY AND USE OF IMAGE AGREEMENT IN CONNECTION WITH DISSEMINATING RUNAWAY AND MISSING CHILDREN'S INFORMATION BY THE TRAVIS COUNTY SHERIFF'S OFFICE." (SHERIFF'S OFFICE) (9:24 AM)

Clerk's Note: Item 34 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

35. CONSIDER AND TAKE APPROPRIATE ACTION ON SETTING HEARING DATE ON AUGUST 26, 2008 AT 2:00 P.M. REGARDING APPEAL FROM MAY 23, 2008 TRAVIS COUNTY GRIEVANCE PANEL DECISION REGARDING TRAVIS COUNTY FACILITIES MANAGEMENT DEPARTMENT EMPLOYEE SLOT NO. 19, PURSUANT TO TRAVIS COUNTY CODE SECTION 9.257(K). (2:34 PM)

Motion by Judge Biscoe and seconded by Commissioner Gómez to approve setting the hearing at that date and time.

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

EXECUTIVE SESSION ITEMS

Note 1 Gov't Code Ann 551.071, Consultation with Attorney

Note 2 Gov't Code Ann 551.072, Real Property

Note 3 Gov't Code Ann 551.074, Personnel Matters

The Commissioners Court will consider the following items in Executive Session. The Commissioners Court may also consider any other matter posted on the agenda if there are issues that require consideration in Executive Session and the Commissioners Court announces that the item will be considered during Executive Session.

36. RECEIVE BRIEFING AND TAKE APPROPRIATE ACTION ON REQUEST TO HIRE OUTSIDE COUNSEL FOR OFFICER C. HOTARD, REGARDING MONTEZ V. TRAVIS COUNTY, ET AL. ¹ (2:36 PM) (3:38 PM)

Clerk's Note: Judge Biscoe announced that Item 36 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Item 36 was not discussed.

Item 36 to be reposted on August 12, 2008.

37. RECEIVE BRIEFING FROM COUNTY ATTORNEY AND TAKE APPROPRIATE ACTION REGARDING ISSUES RELATED TO CONTRACT BETWEEN TRAVIS COUNTY AND AUSTIN TRAVIS COUNTY LIVESTOCK SHOW AND CLAIMS RESULTING FROM THE 2008 STAR OF TEXAS FAIR AND RODEO. ¹ (2:38 PM) (3:39 PM)

Clerk's Note: Judge Biscoe announced that Item 37 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Motion by Judge Biscoe and seconded by Commissioner Gómez that we authorize the County Judge to notify Mr. Lamb of the Association of this decision, and indicate that we plan to have something to him shortly after the August 19, 2008 meeting.

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

Item 37 to be reposted on August 19, 2008.

Motion carried:	County Judge Samuel T. Biscoe	yes
	Precinct 1, Commissioner Ron Davis	yes
	Precinct 2, Commissioner Sarah Eckhardt	yes
	Precinct 3, Commissioner Gerald Daugherty	yes
	Precinct 4, Commissioner Margaret J. Gómez	yes

MINUTES APPROVED BY THE COMMISSIONERS' COURT

Date of Approval

Samuel T. Biscoe, Travis County Judge

C4

Travis County Commissioners Court Agenda Request

Voting Session 8/26/08
(Date)

Work Session _____
(Date)

I. A. Request made by: Joseph P. Gieselman Phone # 854-9383
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested Text:

Consider and take appropriate action on:

A. Approve setting a public hearing date for September 30, 2008, to receive comments regarding a plat for recording in Precinct Three: Revised Plat of Lot 1, Block A Angel Bay Subdivision. (Revised Plat – 2 Lots – 8.83 acres – Thurman Bend Road – No fiscal required – Sewage service to be provided by on-site septic facilities – No ETJ).

B. Approved by:

Commissioner Gerald Daugherty, Precinct Three

- II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (original and eight (8) copies of agenda request and backup).
- B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request. Send a copy of the Agenda Request and backup to them:

Michael Hetttenhausen: 854-7563 Dennis Wilson: 854-4217
Anna Bowlin: 854-7561

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

- ____ Additional funding for any department or for any purpose
____ Transfer of existing funds within or between any line item budget
____ Grant

Human Resources Department (854-9165)

____ A change in your department's personnel (reclassifications, etc.)

Purchasing Office (854-9700)

____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

____ Contract, Agreement, Policy & Procedure

Agenda Item No. 1

TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION.
TRAVIS COUNTY HOUSING FINANCE CORPORATION
AGENDA REQUEST

Work Session _____ Voting Session August 26, 2008 Executive Session _____
Date Date Date

- I. A. Request made by: Samuel T. Biscoe, President
Elected Official
- B. Requested Text: Consider and take appropriate action on request from Austin Children's Shelter for assistance in the construction of a new campus on the Mueller airport site.

Approved by: _____
Signature of Samuel T. Biscoe, President

- II. A. Any backup material to be presented to the court must be submitted with this Agenda Request (Original and eight copies of agenda request and backup).
- B. Please list all of the agencies or officials' names and telephone numbers that might be affected by or involved with this request. Send a copy of this Agenda Request and backup to them:

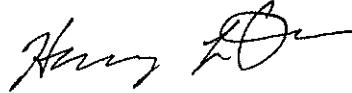
III. Required Authorizations: Please check if applicable.

- Planning and Budget Office (473-9106)
____ Additional funding for any department or for any purpose
____ Transfer of existing funds within or between any line item
____ Grant
- Human Resources Department (473-9165)
____ A change in your department's personnel (reclassifications, etc.)
- Purchasing Office (473-9700)
____ Bid, Purchase Contract, Request for Proposal, Procurement
- County Attorney's Office (473-9415)
____ Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to the County Judge's office in writing by 5:00 PM on Tuesdays for the next week's meeting. Late or incomplete requests may be deferred to the next meeting.

**TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION
TRAVIS COUNTY HOUSING FINANCE CORPORATION**

DATE: August 26, 2008
TO: Board of Directors
FROM: Harvey L. Davis, Manager
SUBJECT: Austin Children's Shelter



Request:

Austin Children's Shelter ("ACS") requests a gift of \$250,000 to assist in the construction of a new campus on the Mueller airport site.

Background Information:

ACS offers a safe and nurturing environment to children suffering from abuse and neglect. ACS serves up to 30 children at a time and typically over 300 children each year. Besides meeting basic needs (food, clothing, and shelter), ACS provides children medical and counseling services to meet their physical and emotional needs; makes sure their education stays on track; and lays the foundation for transition into loving families.

The following are some of the important features of the request:

- The capital campaign totals \$12,960,539
- The amount to be raised is \$580,000
- The City of Austin has committed \$1 million via Austin Housing Finance Corp.
- Virtually all of the companies on the construction team are donating some portion of their services to help support the new campus
- The new site will have eight buildings on 13 acres of donated land
- The number of beds will increase from 30 to 78
- Children are referred to ACS by Child Protective Services, Travis County MHMR, and Travis County Juvenile Probation
- Children from all over the state are sent to ACS by the state
- Travis County Sheriff's Office is listed as one of ACH's Community Partners
- The new campus broke ground on February 28, 2008; construction is expected to be completed in the summer of 2009.
- ACS has an operating budget of over \$3.4 million
- ACS's revenue comes from private donations (32%), State reimbursements (21%), fundraising events (20%), Foundations (16%), Federal grants (4%), Austin/Travis County grants (4%), and United Way (3%).

Funding Resources:

We estimate that the Board has \$405,000 to fund capital requests from social service agencies over the next two years. Attached is the FY-09 draft budgets and a list of requests from social service agencies.

cc: Rodney Rhoades, Executive Manager, Planning and Budget
Sherri Fleming, Executive Manager, Health and Human Services
Leroy Nellis, Budget Manager
Mary Mayes, Assistant Manager
Travis Gatlin, Sr. Budget Analyst
Miguel Gonzalez, Sr. Financial Analyst

Combined Travis County Corporations
FY-2009 Draft Budget

General Fund Revenue

	Travis County Housing Finance Corporation	Travis County Health Facilities Dev. Corp.	Capital Industrial Development Corporation	Combined TOTALS
Beginning Fund Balance	\$ 517,493.17	\$ 654,744.49	\$ 8,014.14	\$ 1,189,341.51
Annual Fees	141,978.00	250,535.00	-	392,513.00
Issuers Fee	7,200.00			7,200.00
TDHCA Grant	312,000.00			312,000.00
Interest Income	4,802.46	11,974.22	121.92	16,898.60
Total Revenues	\$ 983,473.63	917,253.73	8,136.05	\$ 1,908,863.41

General Fund Expenditures

Professional Fees: Legal	\$ 20,000.00	\$ 4,500.00	\$ 300.00	\$ 24,800.00
Professional Fees: Audit	3,492.33	4,418.58	54.08	7,965.00
Contract: Travis County	57,062.93	72,197.36	883.70	130,144.00
Contract: Meals on Wheel		250,000.00		250,000.00
Home Buyer Assistance Grants - 08 Program	348,500.00			348,500.00
Contract: Family Eldercare	-	250,000.00		250,000.00
Contract: Visitation Center	275,000.00			275,000.00
Wellness Program		19,067.69		19,067.69
Plat fee reimbursement policy	24,800.55			24,800.55
Bond Review Fees	10,000.00			10,000.00
Dues	475.00			475.00
Bank Charges	100.00			100.00
Administrative	750.00	250.00		1,000.00
Total Expenditure Budgets	740,180.82	600,433.64	1,237.80	1,341,852.25
Cash Reserve for Home Buyer Assistance	50,000.00			50,000.00
Recommended Unallocated Reserves	93,292.81	91,820.09	6,898.26	192,011.16
Transfers to Allocated Reserves	100,000.00	225,000.00	(0.00)	325,000.00
Total Budgeted Ending Fund Balance	0.00	0.00	0.00	0.00
TOTAL	\$ 983,473.64	\$ 917,253.73	\$ 8,136.05	\$ 1,908,863.41

**Travis County Corporations
Funds Available for Social Service Agencies**

	Travis County Housing Finance Corporation	Travis County Health Facilities Dev. Corp.	Combined TOTALS
Estimated Allocated Reserves - FY-09	100,000.00	225,000.00	325,000.00
Recommended funding source for SW Key request approved by Commissioners Court last spring		(100,000.00)	(100,000.00)
Available funds for FY 09 (If the Travis County Housing Finance Corporation receives a \$100,000 donation for the Visitation Center, the available funds will increase by \$100,000)	100,000.00	125,000.00	225,000.00
<u>Available funds for FY 10</u>			
Final Payment from Seton	N/A	\$ 247,575.00	\$ 247,575.00
Less FY 10 expenses		\$ (67,575.00)	\$ (67,575.00)
Estimated Funds Available for FY 10	\$0.00	\$ 180,000.00	\$ 180,000.00
Estimated Funds Available for FY09 and FY 10	\$ 100,000.00	\$ 305,000.00	\$ 405,000.00

Summary of Social Service Agencies Capital Requests

Entity	Purpose	Amount
Austin Childrens Shelter	To assist in the construction of a new campus on the Mueller airport site. The capital campaign totals \$12,960,539. The amount to be raised is \$840,000. Construction broke ground in Feb. 2009 and is expected to be completed in the summer of 2009.	\$ 250,000.00
Blackland CDC*	To meet funding gap in a \$235,530 project to rehabilitate seven units of housing: six for low-income senior citizens and one for a low-income family including some members with disabilities.	\$ 26,233.00
Meals on Wheels	Assist with the kitchen and headquarter expansion. The request was approved by the Travis County Health Facilities Development Corporation.	\$ 250,000.00
Peoples Community Clinic	Support the construction of a new facility to increase size from 14,000 sq. ft. to approximately 30,000 sq. ft. The total cost of the new facility is estimated to be \$9.5 million.	\$ 250,000.00
River City Youth Foundation	Support expansion of existing youth facility to double in size to 6,000 sq. ft. Projected construction cost is \$500,000. The request is to match the Austin City Council's challenge grant of \$100,000 that supports expansion of existing youth and family center services.	\$ 100,000.00
Southwest Key	This is the second half of a \$200,000 request. The Commissioners Court approved \$100,000 last spring. Assis in the cost of Ampitheater, technology center, and community meeting and training room. The cost was estimated to be about \$4 million, however, the cost has since increased to \$7.67 million.	\$ 100,000.00
TOTAL		\$ 976,233.00

*This is a new request submitted in August and was not previously included in HHS or PBO totals

TRAVIS COUNTY HOUSING FINANCE CORPORATION
AGENDA REQUEST

Work Session _____ Voting Session August 26, 2008 Executive Session _____
Date Date Date

- I. A. Request made by: Samuel T. Biscoe, President
Elected Official
- B. Requested Text: Consider and take appropriate action on request to approve invoice for legal services rendered and expenses incurred.

Approved by: _____
Signature of Samuel T. Biscoe, President

- II. A. Any backup material to be presented to the court must be submitted with this Agenda Request (Original and eight copies of agenda request and backup).
- B. Please list all of the agencies or officials' names and telephone numbers that might be affected by or involved with this request. Send a copy of this Agenda Request and backup to them:

III. Required Authorizations: Please check if applicable.

Planning and Budget Office (473-9106)

- ____ Additional funding for any department or for any purpose
____ Transfer of existing funds within or between any line item
____ Grant

Human Resources Department (473-9165)

- ____ A change in your department's personnel (reclassifications, etc.)

Purchasing Office (473-9700)

- ____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (473-9415)

- ____ Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to the County Judge's office in writing by 5:00 PM on Tuesdays for the next week's meeting. Late or incomplete requests may be deferred to the next meeting.

TRAVIS COUNTY HOUSING FINANCE CORPORATION

DATE: August 26, 2008
TO: Board of Directors
FROM: Harvey L. Davis, Manager
SUBJECT: Invoice for legal services

Summary and Background Information:

The attached invoice for \$295.15 represents legal services provided by Fulbright & Jaworski (Joy Bode) for July to respond to the IRS examination of the Lakeview Apartment bonds.

This concludes Ms. Bode's work in connection with the tax audit

We carefully reviewed the invoice and believe that all services have been provided and the number of hours appears reasonable.

cc: Rodney Rhoades, Executive Manager, Planning & Budget
Leroy Nellis, Budget Manager
Mary Mayes, Assistant Manager
Cliff Blount, esq.

FULBRIGHT & JAWORSKI L.L.P.

A REGISTERED LIMITED LIABILITY PARTNERSHIP
600 CONGRESS AVENUE, SUITE 2400
AUSTIN, TEXAS 78701-3271
WWW.FULBRIGHT.COM

RECEIVED

08 AUG 12 AM 10:21

JBOEHM@FULBRIGHT.COM
DIRECT DIAL: (512) 536-4517

TRAVIS COUNTY
PLANNING & BUDGET OFFICE
TELEPHONE: (512) 474-5201
FACSIMILE: (512) 536-4598

August 11, 2008

Harvey L. Davis
Travis County Housing Finance Corporation
314 W. 11th St., Room 540
Austin, Texas 78701

Re: Tax Audit

Dear Harvey:

Enclosed please find our statement for services rendered through July 31, 2008, in connection with the above-referenced matter. This concludes the work performed in connection with the tax audit.

We very much appreciate the opportunity to work with Travis County Housing Finance Corporation on these matters, and look forward to working with you in the future. If you have any questions or comments about the enclosed statement, please give me a call at (512) 536-4511.

Sincerely,

Joy R. Bode

Enclosure

Invoice Number: 10896519
Matter Number: 10807633

Invoice Date: August 8, 2008
Invoice Due Date: September 7, 2008

Harvey L. Davis
Travis County Housing Finance Corporation
314 W. 11th St., Room 540
Austin, Texas 78701

FULBRIGHT & JAWORSKI L.L.P.
A Registered Limited Liability Partnership
600 Congress Avenue, Suite 2400
Austin, Texas 78701
(512) 474-5201

Requesting Attorney: Joyce R. Bode

Tax Identification Number
74-1201087

PLEASE RETURN WITH REMITTANCE
TOTAL AMOUNT (PAYABLE IN U.S. DOLLARS) DUE BY SEPTEMBER 7, 2008

FOR PREVIOUSLY UNBILLED PROFESSIONAL SERVICES RENDERED through July 31, 2008 as follows:

Tax Audit

TOTAL FEES.....	\$295.00
TOTAL EXPENSES & SERVICES.....	0.15
TOTAL FEES AND EXPENSES & SERVICES.....	\$295.15
<hr/>	
TOTAL AMOUNT DUE.....	\$295.15

Invoice Number: 10896519
Matter Number: 10807633
Invoice Date: August 8, 2008
Invoice Due Date: September 7, 2008

Harvey L. Davis
Travis County Housing Finance Corporation
314 W. 11th St., Room 540
Austin, Texas 78701

FULBRIGHT & JAWORSKI L.L.P.
A Registered Limited Liability Partnership
600 Congress Avenue, Suite 2400
Austin, Texas 78701
(512) 474-5201

Requesting Attorney: Joyce R. Bode

Tax Identification Number
74-1201087

FOR PREVIOUSLY UNBILLED PROFESSIONAL SERVICES RENDERED through July 31, 2008 as follows:

Tax Audit

<u>DATE</u>	<u>NAME</u>	<u>TIME</u>	<u>SERVICES</u>	
07/02/08	JR Bode	.50	Confer with Carol Duff, IRS agent about Trustee materials sent to IRS and yield on investments.	
TOTAL CHARGEABLE HOURS				0.50
FEES				\$295.00
EXPENSES & SERVICES:				
E101S	Copy		0.15	
				0.15
TOTAL FEES AND EXPENSES & SERVICES.....				\$295.15
TOTAL AMOUNT DUE.....				\$295.15

Travis County Housing Finance Corporation
Invoice Number: 10896519
Invoice Date: August 8, 2008
Invoice Due Date: September 7, 2008

Tax Audit

* * * * *

The following is a summary of the time dedicated and the fees charged on an average hourly rate basis to this matter by the Firm's professional staff:

<u>TIMEKEEPER NAME</u>	<u>HOURS</u>	<u>RATE</u>	<u>FEE</u>
Joyce R. Bode	0.50	\$590.00	295.00
TOTAL	0.50		295.00



TAX EXEMPT AND
GOVERNMENT ENTITIES
DIVISION

DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
WASHINGTON, D.C. 20224

08 AUG -4 AM 10:46

TRAVIS COUNTY
PLANNING & BUDGET OFFICE

Travis County Housing Finance
Corporation
314 West 11th Street., Suite 540
P. O. Box 1748
Austin, TX 78767-1748

Contact Name:

Carol Duff

Employee ID:

35-02067

Contact Telephone Number:

317-685-7652

Contact Address:

Internal Revenue Service

SE:T:GE:TEB:F: 7224

575 N. Pennsylvania St., rm 573

Indianapolis, IN 46204

EIN:

74-2251757

Date:

JUL 31 2008

Re: Notification of No Change Determination

\$26,405,000 Travis County Housing Finance Authority Multifamily Housing
Revenue Bonds (Lakeview Apartments Project) \$22,860,000 Series 2001A
\$400,000 Taxable Series 2001B and \$3,145,000 Junior Series 2001C

Dear Sir or Madam:

We have recently completed our examination of the bond issue(s) named above (the "Bonds"). As a result, we have made a determination to close the examination with no change to the position that interest received by the beneficial owners of the Bonds is excludable from gross income under section 103 of the Internal Revenue Code.

If you have any questions or concerning this matter, please contact the person whose name and phone number are shown above.

Thank you for your cooperation in this matter.

Sincerely,

A handwritten signature in black ink that reads "Robert E. Henn".

Robert E. Henn
Manager, Field Operations
Tax Exempt Bonds

cc: Joy Bode
William C. Blount

TRAVIS COUNTY HOUSING FINANCE CORPORATION
AGENDA REQUEST

Work Session _____ Voting Session August 26, 2008 Executive Session _____
Date Date Date

- I. A. Request made by: Samuel T. Biscoe, President
Elected Official
- B. Requested Text: Consider and take appropriate action on request to send an invoice to American Agape Foundation in connection with the IRS examination of the Lakeview Apartment bonds.

Approved by: _____
Signature of Samuel T. Biscoe, President

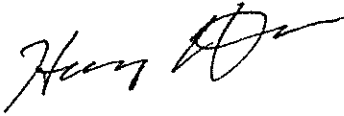
- II. A. Any backup material to be presented to the court must be submitted with this Agenda Request (Original and eight copies of agenda request and backup).
- B. Please list all of the agencies or officials' names and telephone numbers that might be affected by or involved with this request. Send a copy of this Agenda Request and backup to them:

III. Required Authorizations: Please check if applicable.

- Planning and Budget Office (473-9106)
____ Additional funding for any department or for any purpose
____ Transfer of existing funds within or between any line item
____ Grant
- Human Resources Department (473-9165)
____ A change in your department's personnel (reclassifications, etc.)
- Purchasing Office (473-9700)
____ Bid, Purchase Contract, Request for Proposal, Procurement
- County Attorney's Office (473-9415)
____ Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to the County Judge's office in writing by 5:00 PM on Tuesdays for the next week's meeting. Late or incomplete requests may be deferred to the next meeting.

TRAVIS COUNTY HOUSING FINANCE CORPORATION

DATE: August 26, 2008
TO: Board of Directors
FROM: Harvey L. Davis, Manager 
SUBJECT: Invoice to American Agape Foundation

Summary and Background Information:

The attached invoice for \$7,500 represents the Corporation's administrative costs (including the fees paid to Fulbright & Jaworski) to respond to the IRS examination of the Lakeview Apartment bonds.

American Agape Foundation was the sponsoring non-profit that purchased Lakeview Apartments in 2001 through its subordinate unit, Agape Austin Area Housing, Inc.

On June 5, 2005, the bondholder foreclosed on Agape Austin Area Housing, Inc. and took over ownership of Lakeview Apartment. Agape Austin Area Housing, Inc no longer exists. Due to these events, American Agape Foundation may raise the legal argument that the fees is owed by the subordinate unit instead of the parent unit.

cc: Rodney Rhoades, Executive Manager, Planning & Budget
Leroy Nellis, Budget Manager
Mary Mayes, Assistant Manager
Cliff Blount, esq.

TRAVIS COUNTY HOUSING FINANCE CORPORATION

TRAVIS COUNTY ADMINISTRATION BUILDING
P.O. Box 1748
(512) 854-4743

314 W. 11TH STREET - ROOM 540
AUSTIN, TEXAS 78767
Fax (512) 854-4210

August 26, 2008

Mr. David Starr, President
American Agape Foundation, Inc.
7334 Blanco Road
San Antonio, Texas 78216

Dear Mr. Starr:

Internal Revenue Service notified Travis County Housing Finance Corporation that the \$26,405,000 Lakeview Apartments Revenue Bonds are under examination. Travis County HFC issued the bonds in December 2001 for the benefit American Agape Foundation.

The Corporation responded to the IRS's concerns with the assistance of Joy Bode, attorney with Fulbright & Jaworski. IRS recently issued a "no change" letter, so the tax-exempt status of the bonds was not changed.

Attached is a \$7,500 invoice that represents the Corporation's expenses to resolve this matter for the benefit of American Agape Foundation.

Thank you for handling this matter

Sincerely,

Samuel T. Biscoe, President
Travis County Judge

cc: Board of Directors, Travis County Housing Finance Corporation
Cliff Blount, esq.
Joy Bode, Fulbright & Jaworski

TRAVIS COUNTY HOUSING FINANCE CORPORATION

TRAVIS COUNTY ADMINISTRATION BUILDING
P.O. Box 1748
(512) 854-4743

314 W. 11TH STREET - ROOM 540
AUSTIN, TEXAS 78767
Fax (512) 854-4210

INVOICE

August 26, 2008

American Agape Foundation
7334 Blanco Road
San Antonio, Texas 78216

Administration fees to resolve Internal Revenue Service examination of Lakeview Apartment
Revenue Bonds (Series 2001)

Amount Due **\$ 7,500.00**

Mail payment to:

Travis County Housing Finance Corporation
Attn: Harvey L. Davis
314 W. 11th Street, Room 540
Austin, Texas 78767

Or wire payment to:

State Street Bank and Trust Company, Boston, MA.
Amount (2000): \$ _____
BNF (4200)=Attn: TexPool #67573774
RFB (4320)=Location ID# 78294
OBI (6000)=449,2274200001
Travis County Housing Finance Corporation
ABA (3400) 011000028



TAX EXEMPT AND
GOVERNMENT ENTITIES
DIVISION

Travis County Housing Finance
Corporation
314 West 11th Street., Suite 540
P. O. Box 1748
Austin, TX 78767-1748

DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
WASHINGTON, D.C. 20224

RECEIVED
08 AUG -4 AM 10:46

TRAVIS COUNTY
PLANNING & BUDGET OFFICE

Contact Name:

Carol Duff

Employee ID:

35-02067

Contact Telephone Number:

317-685-7652

Contact Address:

Internal Revenue Service

SE:T:GE:TEB:F: 7224

575 N. Pennsylvania St., rm 573

Indianapolis, IN 46204

EIN:

74-2251757

Date:

JUL 31 2008

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If you have any questions or concerning this matter, please contact the person whose name and phone number are shown above.

Thank you for your cooperation in this matter.

Sincerely,

Robert E. Henn
Manager, Field Operations
Tax Exempt Bonds

cc: Joy Bode
William C. Blount