I.

| | | | REC COUNTY JU | DOGE'S#OFFICE |
|-------------|----------------------------|---|--------------------------|---|
| | | Travis County Cor | nmissioners Count A'gen | ta Request 2 |
| Votii | ng Session _ | 08/12/08 (Date) | Work Ses | sion (Date) |
| A. Signa | Request m ature of Elec | nade by: <u>Joseph F</u> ted Official/Appointe | ed Official/Executive Ma | Phone # <u>854-9383</u> anager/County Attorney |
| B. | Section | r and take approp | LK INSTALLATION II | riance to Title 30, LDC, N SUBDIVISIONS for |

C. 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 | Sylvia Limon: 974-2767 |
|--------------------------------|------------------------|
| 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.

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

MEMORANDUM

August 1, 2008

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, Executive Manager/

FROM: Anna Bowlin, Division Director of Development Services

SUBJECT: Sidewalk Variance Only for Vincent Subdivision

PROPOSED MOTION:

Consider and take appropriate action on a Variance to Title 30, LDC, Section 30-3-191 SIDEWALK INSTALLATION IN SUBDIVISIONS for Vincent Subdivision in Precinct Three.

SUMMARY AND STAFF RECOMMENDATION:

Pursuant to Section 30-3-191 (B) the platting board (Commissioners' Court) "may waive the requirement to install a sidewalk based on criteria in the Transportation Criteria Manual". After reviewing the Transportation Criteria Manual pertaining to sidewalks, the variance may be supported by considering 1) there is no curb or gutter currently in place; 2) there are no pedestrian generators within the immediate area; and 3) there is no existing pedestrian system within the overall subdivision or connecting roadway to which sidewalks would be linked.

TNR staff recommends approval of the variance.

ISSUES:

Staff has not received any inquiries from adjacent property owners regarding this project. Travis County TNR staff is working with the Single Office staff to process this plat for approval.

BUDGETARY AND FISCAL IMPACT:

None.

REQUIRED AUTHORIZATIONS:

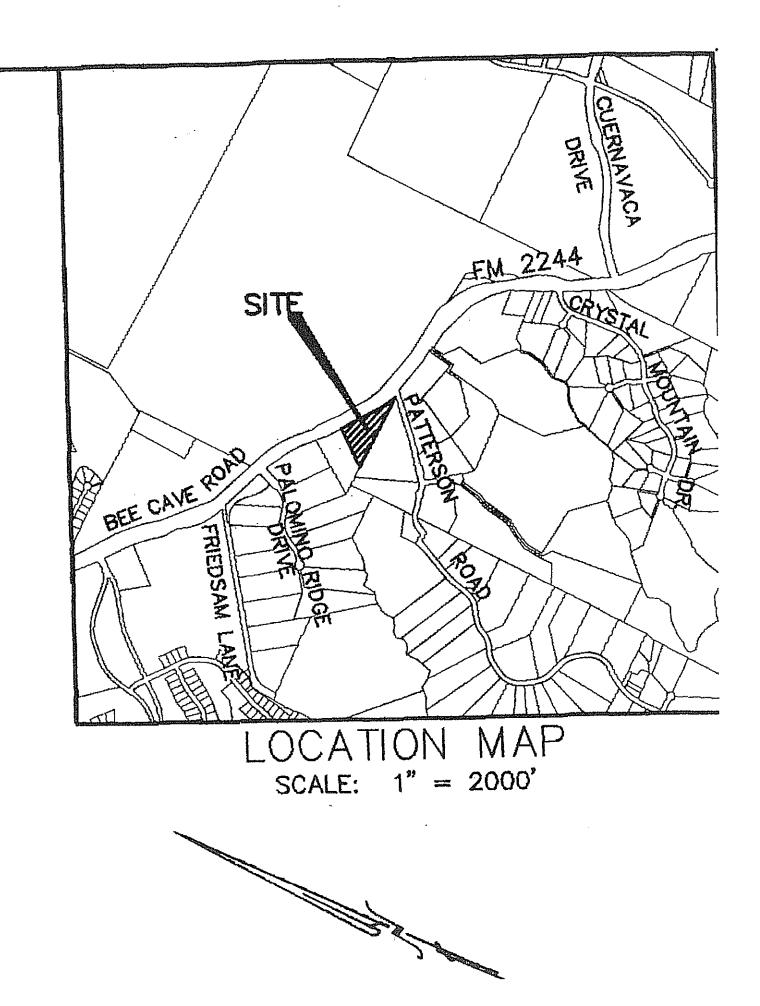
None.

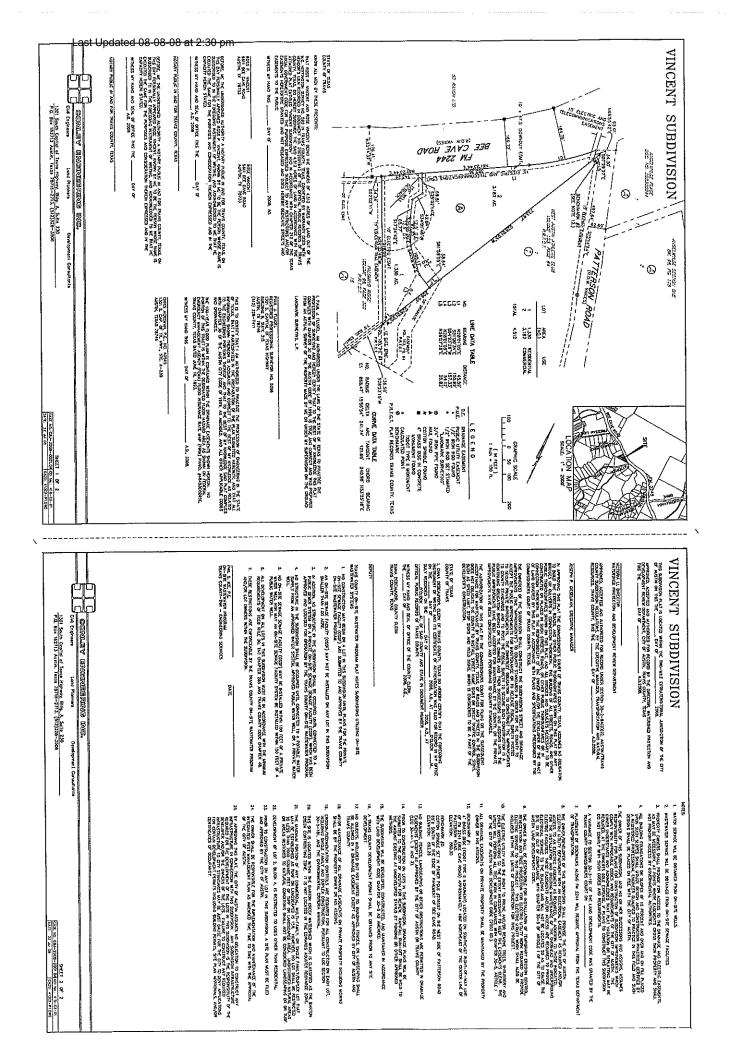
EXHIBITS:

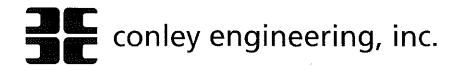
Location map; Proposed Plat; Precinct Map; Letter requesting the variance

SCS 0708

Last Updated 08-08-08 at 2:30 pm







August 1, 2008

Civil Engineers • Land Planners • Development Consultants

The Honorable Sam Biscoe, County Judge, and Commissioners Travis County 411 W. 13th Street Austin, Texas 78701

RE: Sidewalk Variance Vincent Subdivision Final Plat

Your Honor:

As engineer for the above referenced tract, we are requesting a variance to Section 30-3-191 of the Austin/Travis County Subdivision Regulations regarding construction of pedestrian sidewalks along F.M. 2244 (Bee Cave Road) or Patterson Road.

The paving in F.M. 2244 does not include curbs and gutters. There are no sidewalks along the highway in this vicinity. In fact, TxDOT policy tends to disallow sidewalks along highways of this type. Similarly, Patterson Road is built to County standards, *i.e.*, without curbs and gutters. There are no significant existing pedestrian generators, such as schools or shopping centers, within ½ mile of the site.

Of the subdivisions surrounding this project:

- 1. Angelwylde Section One (recorded in Book 96, Pages 175-175, in 1996) was not required to provide sidewalks along Patterson Road;
- 2. Palomino Ridge (98/300-303, 1997) was not required to provide sidewalks along F.M. 2244;
- 3. West Austin Athletic Club (103/64-65, 1996) was not required to install sidewalks along Patterson Road until after the roadway is improved and concrete curbs are in place (Transportation Note 1); and
- 4. Angelwylde Place (200300044, 2003) was not required to provide sidewalks along F.M. 2244 or Patterson Road;

This project's frontage along Patterson Road is very small, less than 35', and a sidewalk here would connect F.M. 2244, in which TxDOT does not allow sidewalks, to the end of a sidewalk which may never be built in front of the athletic club.

Requiring this subdivision to provide sidewalks would clearly pose a burden on this site not shared by these other subdivisions in virtually identical situations.

Please call me if you need any additional information to assist you in a favorable recommendation of this request.

F:\C\410\0201\Variance Sidewalk (Travis).doc

Judge Sam Biscoe Travis County August 1, 2008 Page 2 of 2

Sincerely,

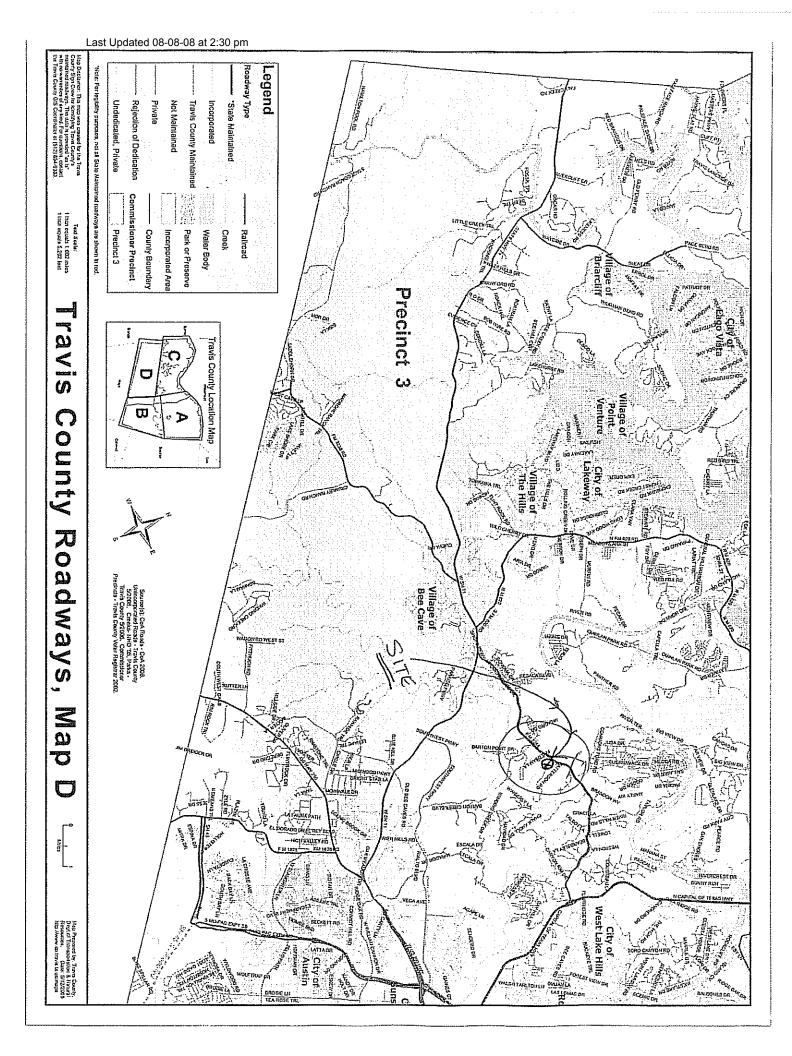
CONLEY ENGINEERING, INC.

a.a. _____

Chris Acreman, P.E.

CA:kk

F:\C\410\0201\Variance Sidewalk (Travis).doc



I.

| | 4 |
|--|---------------------------------|
| RECEIVED COUNTY JUDGE'S OFFICE | # |
| 08 AUG -4 AM 10. 11 | Court Agenda Request |
| Voting Session08/12/08 | Work Session |
| (Date) | (Date) |
| | \mathbf{N} |
| A. Request made by: Joseph P. Gieselman | Phone # <u>854-9383</u> |
| Signature of Elected Official/Appointed Official/E | ecutive Manager/County Attorney |

11

- B. Requested Text: Consider and take appropriate action on a variance to section 30-3-191 SIDEWALK INSTALLATION IN SUBDIVISIONS for Balli Subdivision in Precinct One.
- C. Approved by:

Commissioner Ron Davis, Precinct One

- 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:

Sarah C. Sumner: 854-7687 Dennis Wilson: 854-4217

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.





JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

MEMORANDUM

July 18, 2008

TO: Members of the Commissioners Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM: MAnna Bowlin, Division Director, Development Services

SUBJECT: Balli Subdivision, Precinct One

PROPOSED MOTION:

Consider and take appropriate action on a variance to section 30-3-191 SIDEWALK INSTALLATION IN SUBDIVISIONS for Balli Subdivision in Precinct One.

SUMMARY AND STAFF RECOMMENDATION:

Pursuant to Section 30-3-191 (B) the platting board (Commissioners Court) "may waive the requirement to install a sidewalk based on criteria in the Transportation Criteria Manual". After reviewing the Transportation Criteria Manual pertaining to sidewalks, the variance may be supported by considering 1) there is no curb or gutter currently in place and there are drainage ways adjacent to Cadillac Road, 2) there are no pedestrian generators within the immediate area, and 3) there is no existing pedestrian system within the overall subdivision or connecting roadway to which sidewalks would be linked.

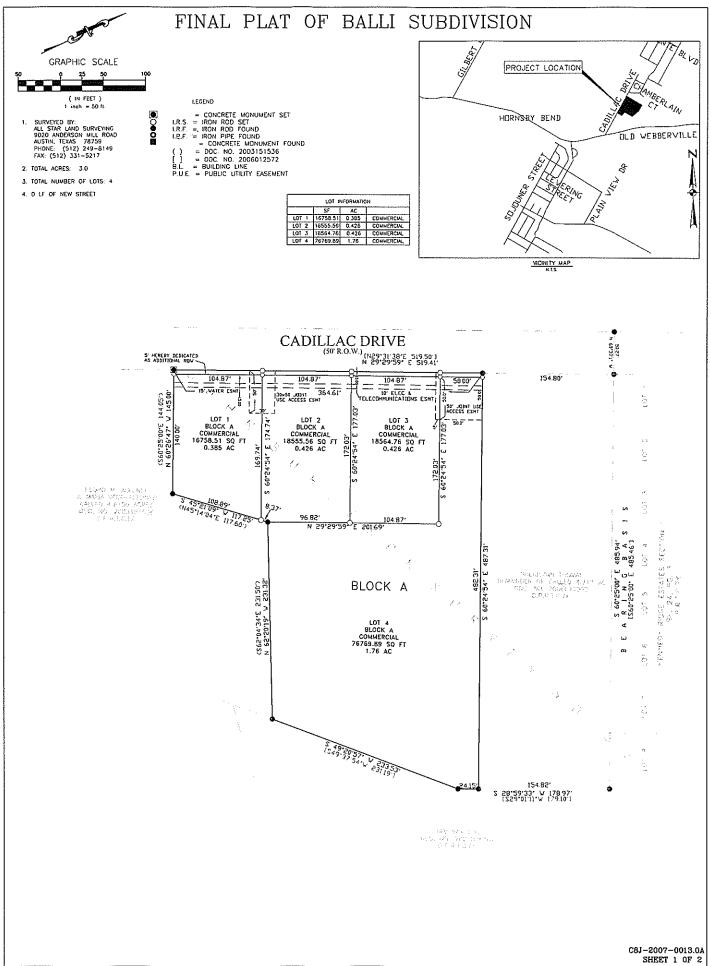
TNR staff supports approval of the variance.

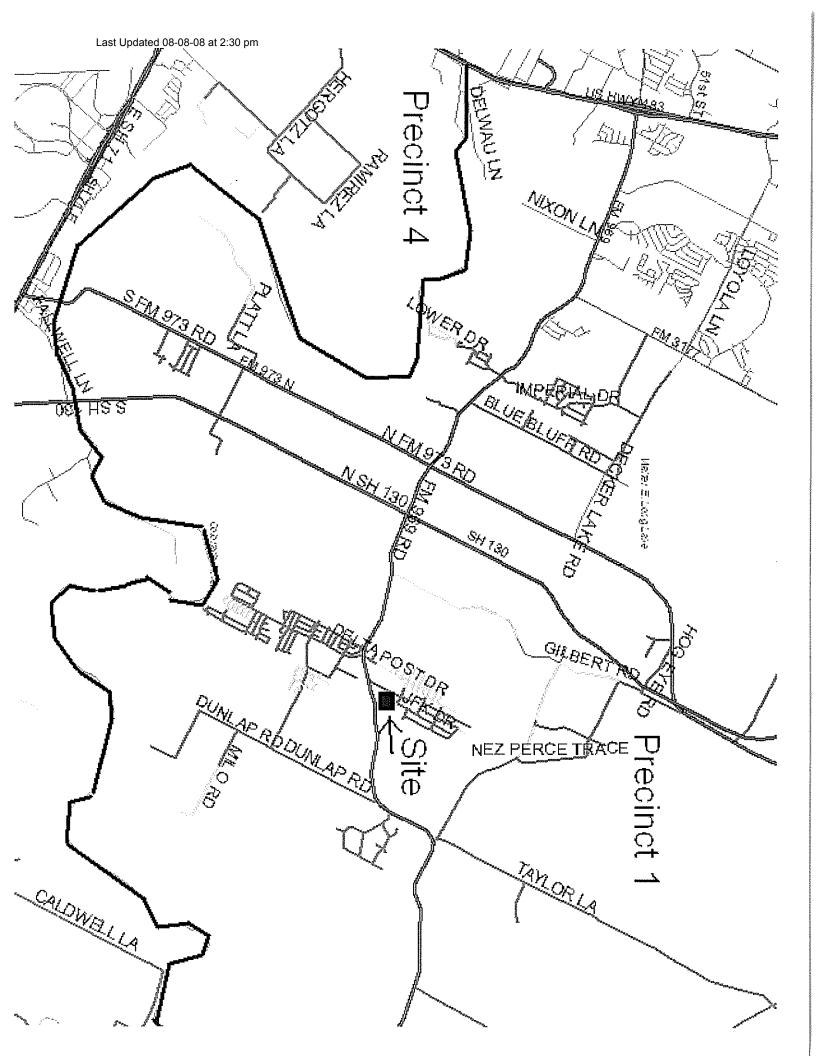
ISSUES:

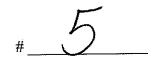
Non residential notice was mailed out on July 22, 2008, staff has not received any inquiries regarding this project. **BUDGETARY AND FISCAL IMPACT:** None. **REQUIRED AUTHORIZATIONS:** None. **EXHIBITS:** Location map, Precinct Map SCS 0708

Balli Subdivision Location Map BLUDI PROJECT LOCATION TCHAMBERLAIN CTRLAIN \$ (CADI) HORNSBY BEND OLD WEBBERVILLE PLAIN LIEU DO St. glunes Ster TERING MCINITY MAP

Last Updated 08-08-08 at 2:30 pm







Travis County Commissioners Court Agenda Request

Voting Session August 12,2008

Work Session

I. A. Request made by: ______ Phone # <u>854-9434</u> Joseph P. Gieselman, TNR Executive Manager

B. Requested Text: Consider and take appropriate action on a request to approve Amendment No. 1 to TxDot Advance Funding Agreement for Gilliland Creek Trail, Phase III, in Precinct 2.

- C. Approved by: Commissioner Sara Eckhardt, Precinct 2
- 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 this Agenda Request and backup to them:
- III. Required Authorizations: Please check if applicable: Planning and Budget Office (473-9106)
 - X Additional funding for any department or for any purpose
 - Transfer of existing funds within or between any budget 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)
- X Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: This Agenda Request complete with the 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.



TRANSPORTATION AND NATURAL RESOURCES DEPARTMENT

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 W. 13th St. Eleventh Floor P.O. Box 1748 Austin, Texas 78767 (512) 854-9383 FAX (512) 854-4626

Date: August 4, 2008

MEMORANDUM

| To: | Members of the Commissioners' Court |
|----------|---|
| Through: | Joseph P. Gieselman, Executive Manager |
| From: | Steve Manilla, Public Works Director |
| Subject: | Amendment No. 1 to Advance Funding Agreement with TXDOT for Gilleland Creek Trail (Phase III) |

Proposed Motion:

Consider and take appropriate action on a request to approve Amendment No. 1 to the Advance Funding Agreement with Texas Department of Transportation for Gilleland Creek Trail, Phase III, a Surface Transportation Program Metropolitan Mobility Project (STP MM).

Summary and Staff Recommendation:

Phase III of the Gilleland Creek Trail project is an STP MM (Metropolitan Mobility) project that is in the FY 2006-2008 TIP, amended January 24, 2005 and approved in FY 2006. The project is listed as Gilleland Creek (Phase III), a 2.75 mile trail from Heatherwilde Boulevard to IH 35. The total estimated cost has increased from the initial \$650,000 to \$1,294,500. The amendment increases Federal participation from \$520,000 to \$1,020,000, and the local match from \$130,000 to \$274,500. During the FY 2006 budget process the Court approved \$150,000 in CO's for the 20% matching requirements for this agreement, and in 2008, it approved an additional \$125,000 from the general funds to cover the increase in the County's participation.

Staff recommends approval of the amendment No. 1 to the advance funding agreement.

Budgetary and Fiscal Impact:

The Advance Funding Agreement enables the county to be reimbursed for 80% of the expenditures for the project. Travis County's 20% local match will come from 2006 CO's.

The County will be required to pay all costs of the project and seek reimbursement for up to 80%.

Issues and Opportunities:

The Advanced Funding Agreement indicates the project limits to be from Heatherwilde Boulevard along Gilleland Creek and Grand Avenue Parkway to IH 35. A sidewalk was built along Grand Avenue Parkway from IH – 35 to Gilleland Creek in previous County projects. This project will construct new 10' wide concrete trail along Gilleland Creek from Grand Avenue Parkway to Heatherwilde Boulevard where it will connect with the City of Pflugerville Trail system.

Background:

The CAMPO Policy Advisory Committee initially approved \$520,000 in STP MM for this project. In the FY 2006 budget process the Travis County Commissioners Court approved \$150,000 for the remainder of the project cost. However, due to increases in construction costs and the addition of two creek crossings, on May 12, 2008 CAMPO increased its participation to \$1,020,000, and consequently, Travis County's participation increased to \$274,500. The County Commissioners' court approved an additional \$125,000 in the fiscal year 2008 budget to cover the increase in the County's funding participation.

Phase 1 of the Gilleland Creek Trail project has been completed. It consisted of constructing the trail through the NE Metro Park and along the park's primary entrance road that intersects with Pecan Street. Phase II of the trail project extends from the Park entrance road westward along Pecan Street to Immanuel Drive where it will connect with the City of Pflugerville's trail system. Phase II will be built during the construction of the Pecan Street County CIP project, which is currently under construction. The City's trail system will provide connectivity between Phases II and III.

Required Authorizations:

Christopher Gilmore, Assistant County Attorney Jessica Rio, Planning and Budget

Exhibits: Amendment No. 1 to Advance Funding Agreement for a Surface Transportation Program Metropolitan Mobility (STP MM) Project.

cc: Pat Crews-Weight, TxDOT Ed Collins, TxDOT Sean O'Neal, Auditor's Office Donna Williams-Jones, TNR Last Updated 08-08-08 at 2:30 pm

Texas Department of Transportation

P.O. DRAWER 15426 • AUSTIN, TEXAS 78761-5426 • (512) 832-7000

July 24, 2008

Travis County CSJ: 0914-04-200 Gilleland Creek Trail (PH III) Amendment No. 1

RECEIVED

JUL 28 2008 TNR

Joe Gieselman Executive Manager Transportation and Natural Resources County of Travis P.O. Box 1748 Austin, Texas 78767-1748

Attn: Steve Manilla

Dear Mr. Gieselman:

Enclosed are two original copies of Amendment No. 1 to the Advance Funding Agreement executed May 27, 2007, for the above project. The project consists of the construction of sidewalks. Amendment No. 1 is due to an increase of STP MM funds granted by CAMPO May 12, 2008.

Please return the two signed and dated documents for further processing by this office. An executed copy will be returned for your records.

If you have any questions, please contact me at 832-7050.

Sincerely,

Patricia L. Crews-Weight, P.E.

Patricia L. Crews-Weight, P. Director of Design - AUS

Attachments

THE TEXAS PLAN REDUCE CONGESTION • ENHANCE SAFETY • EXPAND ECONOMIC OPPORTUNITY • IMPROVE AIR QUALITY INCREASE THE VALUE OF OUR TRANSPORTATION ASSETS

CSJ #0914-04-200 District #14 - Austin Code Chart 64 #50227 Gilleland Creek Trail (PH III) Heatherwilde Dr to I-35

STATE OF TEXAS 8 COUNTY OF TRAVIS §

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ADVANCE FUNDING AGREEMENT **AMENDMENT #1**

THIS AMENDMENT IS MADE BY AND BETWEEN the State of Texas, acting through the Texas Department of Transportation, hereinafter called the State, and Travis County, acting by and through its duly authorized officials, hereinafter called the Local Government.

WITNESSETH

WHEREAS, the State and the Local Government executed a contract on May 27, 2007, to effectuate their agreement to construct sidewalks; and,

WHEREAS, it has become necessary to amend that contract;

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, the State and the Local Government do agree as follows:

AGREEMENT

Article 1. Description of Amended Items

The Local Government received additional funding under the program. Due to the increase in maximum Federal Dollars to be reimbursed, it has become necessary to update the budget to more accurately reflect the current participation amounts. Therefore, Attachment C of the original contract is voided in its entirety and replaced with Attachment C-1 contained herein.

All other provisions of the original contract are unchanged and remain in full force and effect.

Article 2. Signatory Warranty

The signatories to this amendment warrant that each has the authority to enter into this agreement on behalf of the organization they represent.

IN WITNESS WHEREOF, THE STATE AND THE LOCAL GOVERNMENT have executed duplicate counterparts to effectuate this agreement.

| THE LOCAL GOVERNMENT | THE STATE OF TEXAS Executed for the Executive Director and approved for the Texas Transportation | | | |
|--------------------------|---|--|--|--|
| Name of Local Government | Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs | | | |
| Signature | heretofore approved and authorized by the Texas Transportation Commission. | | | |
| Printed Name | By:Name | | | |
| Title | Title | | | |
| Date | Date | | | |

Last Updated 08-08-08 at 2-30 pm

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CSJ #0914-04-200 District #14 - Austin Code Chart 64 #50227 Gilliland Creek Trail (PH III) Heatherwilde Dr to I-35

ATTACHMENT C-1

The Local Government will participate in the cost of the construction of sidewalks as part of the trail system on Gilleland Creek Trail from Heatherwilde Dr to I-35. The Local Government's participation is 20% of the cost of this particular improvement and the other 80% will be paid for with federal funds up to the Federal authorized amount of \$1,020,000.00. The Local Government's estimated participation of this work is \$274,500, including preliminary engineering, construction items, and construction engineering and inspection. The State has estimated the project to be as follows:

| Description | T V I WI | | ederal icipation P | | State Participation | | Local Participation | |
|--|-------------|--------|-----------------------|----------------------------------|------------------------|----------|------------------------|--|
| | | % | Cost | % | Cost | % | Cost | |
| | CONSTR | UCTION | COSTS | | | | 4 | |
| Preliminary Engineering and Construction of sidewalks | \$1,275,000 | 80% | \$1,020,000 | 0% | \$0 | 20% | \$255,000 | |
| Subtotal | \$1,275,000 | | \$1,020,000 | Conference des Conference des | \$0 | | \$255,000 | |
| Direct State Costs (including plan review and oversight) | \$19,500 | 0% | \$0 | 0% | \$0 | 100% | \$19,500 | |
| Indirect State Costs (no local participation required except for service projects) | \$0 | | \$0 | | \$0 | | \$0 | |
| TOTAL | \$1,294,500 | | \$1,020,000 | | \$0 | <u> </u> | \$274,500 | |

Direct State Cost will be based on actual charges.

Local Government's Estimated Participation = \$274,500

The Local Government has contributed \$19,500 to date toward Direct and Indirect Costs.

It is further understood that the State will include only those items for the improvements as requested and required by the Local Government. This is an estimate only; final participation amounts will be based on actual charges to the project.

Last Updated 08-08-08 at 2:30 pm

Travis County Commissioners Court Agenda Request



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

 Signature of Elected Official/Appointed Official/Executive Manager/County Attorney
 - B. Requested Text:
 - A. Consider and take appropriate action a plat for recording in Precinct Two: Greenridge Phase 5 (Long form plat – 93 Lots – 21.888 acres – Cheyenne Valley Drive – Fiscal has been posted with Pflugerville and Travis County – Parkland Fees (\$23,250) have been paid to Pflugerville – Sewage service to be provided by Windermere – City of Pflugerville ETJ).
 - **B.** Approve the Construction Agreement for Greenridge Phase 5.
 - C. Approved by:

Commissioner Sarah Eckhardt, Precinct Two

- 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:

Sarah C. Sumner: 854-7687 Anna Bowlin: 854-7561 Darla Vasterling: 854-7564

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

Last Updated 08-08-08 at 2:30 pm

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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.

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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

MEMORANDUM

August 1, 2008

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM: Anna Bowlin, Division Director of Development Services

SUBJECT: Greenridge Phase 5, Final Plat

PROPOSED MOTION:

- A. Consider and take appropriate action a plat for recording in Precinct Two: Greenridge Phase 5 (Long form plat – 93 Lots – 21.888 acres – Cheyenne Valley Drive – Fiscal has been posted with Pflugerville and Travis County – Parkland Fees (\$23,250) have been paid to Pflugerville – Sewage service to be provided by Windermere – City of Pflugerville ETJ).
- **B.** Approve the Construction Agreement for Greenridge Phase 5.

SUMMARY AND STAFF RECOMMENDATION:

This final plat subdivision consists of 93 single family lots and 5,304 linear feet of public streets proposed with this plat. The City of Pflugerville is the park provider and \$23, 250 in parkland fees has been paid.

John Lloyd, Manager of J.L.C. Management, LLC. And General Partner of Parmer Ridge LTD. has requested approval to come out of Alternative Fiscal and record the plat of Greenridge Phase 5. TNR recommends approval and has sufficient funds for the remainder of the project.

As this final plat meets all Travis County standards and has been approved by City of Pflugerville, TNR staff recommends approval of this final plat.

ISSUES:

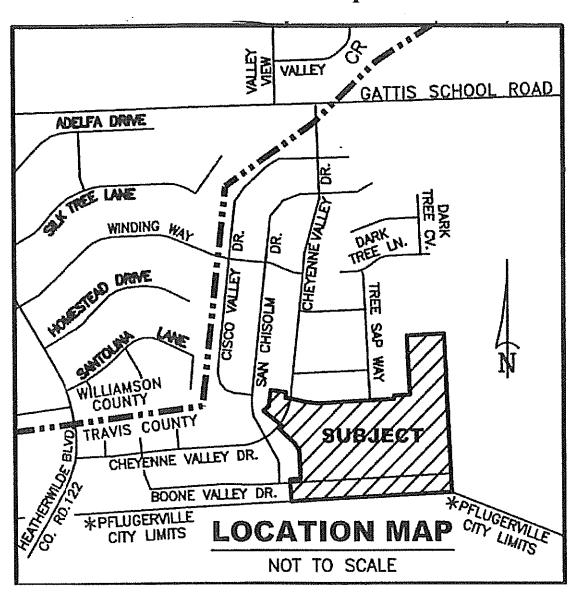
The Staff have not received any inquires from any surrounding property owners or associations as of the date of this memo.

BUDGETARY AND FISCAL IMPACT:

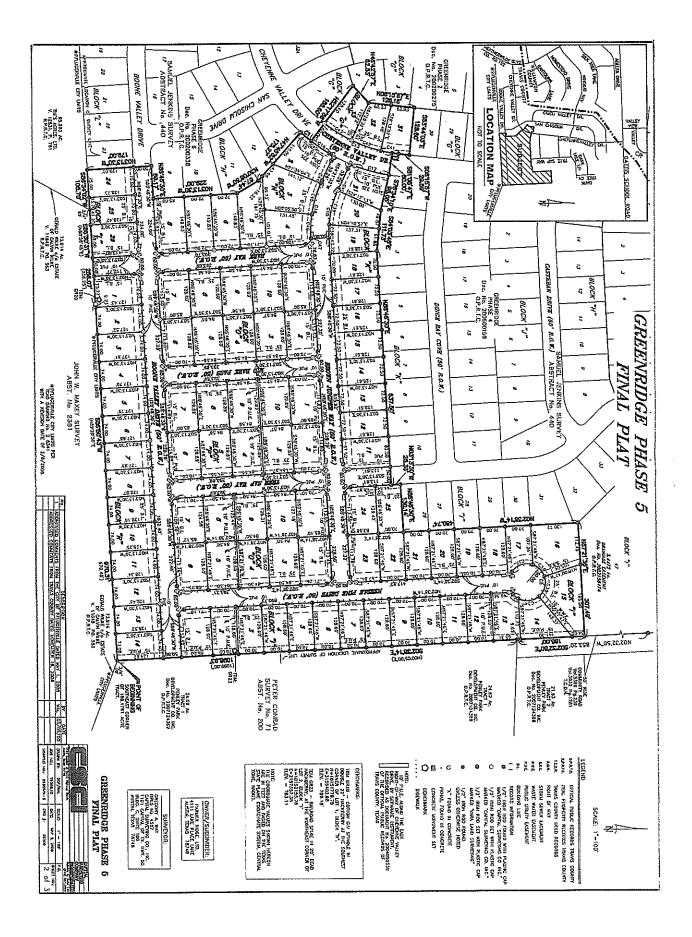
None. **REQUIRED AUTHORIZATIONS:** None.

EXHIBITS:

Location map, final plat, construction agreement, precinct map.



Greenridge Phase 5 Final Plat Location Map



SUBDIVISION CONSTRUCTION AGREEMENT

STATE OF TEXAS

COUNTY OF TRAVIS

This Agreement is made and entered into by and between <u>Parmer Ridge LTD.</u>, (the "Subdivider") and Travis County, Texas, (the "County), hereinafter collectively referred to as the "Parties".

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

WHEREAS, the Subdivider desires to subdivide the Property, pursuant to the proposed final plat of <u>Greenridge Phase 5</u>, (the "Subdivision"); and

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

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

NOW, THEREFORE, the Parties agree as follows:

I. Subdivider's Obligations

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

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

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

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D. Completion. The Improvements must be constructed no later than three (3) years after the effective date of this Agreement. This period may be extended by the delivery to the County at least forty five (45) days prior to the expiration of the Security of an extension of the Security in a form approved by the County. Upon completion of the Improvements, the Subdivider will provide the County with a complete set of construction plans for the Improvements, certified "as built" by the engineer responsible for preparing the approved construction plans and specifications.

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

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

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

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

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

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

II. County's Obligations

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

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

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

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

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

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

F. Use of Proceeds.

- 1. The County must utilize the proceeds of any posted security solely for the purpose of completing the Improvements to the County's Standards or to correct defects in or failures of the Improvements.
- 2. The County may in its sole discretion complete some or all of the unfinished Improvements at the time of default, regardless of the extent to which development has taken place in the Subdivision or whether development ever commenced, without incurring any obligation to complete any of the unfinished Improvements. If the County uses the proceeds to complete, repair, or reconstruct the Improvements, it will do so as a public trustee of the development process in order to protect purchasers and taxpayers from the adverse consequences of a subdivider default or to protect the public interest by completing the Improvements.
- 3. The County is not a private subdivision developer and its draft on the Security and utilization of the proceeds to complete, repair, or reconstruct the Improvements is not an acceptance of the dedication of the Improvements. The acceptance of the Improvements is specifically contingent upon the delivery to the County of Improvements, which have been constructed to County Standards or the express order of acceptance by the County's Commissioners Court.
- 4. The Subdivider has no claim or rights under this Agreement to funds drawn under the Security or any accrued interest earned on the funds to the extent the same are used by the County hereunder.
- 5. All funds obtained by the County pursuant to one or more draws under the Security shall be maintained by the County in an interest bearing account or accounts until such funds, together with accrued interest thereon (the "Escrowed Funds"), are disbursed by the County.
- 6. The County shall disperse all or portions of the Escrowed Funds as Improvements are completed by the County, or in accordance with the terms of a written construction contract between the County and a third party for the construction of the Improvements.

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

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

III. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

| Subdivider: | Parmer Ridge LTD | | | |
|-------------|---|--|--|--|
| | 4111 Lake Place Ln | | | |
| | Austin, TX 78746 | | | |
| County: | Transportation & Natural Resources Department P.O. Box 1748 Austin, Texas 78767 | | | |
| | Attn: Executive Manager | | | |
| Copy to: | Travis County Attorney's Office P.O. Box 1748 Austin, Texas 78767 | | | |

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

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

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

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

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

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

TRAVIS COUNTY, TEXAS

SUBDIVIDER:

County Judge

Date:

By

John S. Lloyd, Manager J.L.C. Management L.L.C., General Partner Parmer Ridge LTD

Date: 10/31/04

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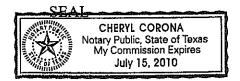
AKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the 31% day of _____ ,2006. by John S. Lloyd, Manager of J.L.C. Management, General Partner of Parmer Ridge LTD, in the capacity stated herein.

Signature of Notary



After recording return to: Executive Manager, Transportation and Natural Resources P.O. Box 1748 Austin, TX 78767

EXHIBIT A: METES AND BOUNDS DESCRIPTION OF PROPERTY

THAT CERTAIN TRACT OF LAND DESCRIBED AS 28.0599 ACRES OUT OF THE SAMUEL JENKINS SURVEY ABSTRACT NO. 440, TRAVIS COUNTY, TEXAS, BEING THE REMAINDER OF THAT 186.4791 ACRE TRACT OF LAND, AS CONVEYED BY DEED RECORDED IN DOCUMENT NO. 1999055180 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.



RECEIVED COUNTY JUDGE'S OFFTTavis County Commissioners Court Agenda Request

08 AUG -4 PM 3 408/12/08 Voting Session 3 408/12/08 (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 Preliminary Plan in Precinct Four: Fox Hill Preliminary Plan (476 Lots – 215.59 acres – IH 35N at Onion Creek – No fiscal is required with this Preliminary Plan – Sewage service to be provided by the City of Austin – City of Austin full purpose and 2 mile ETJ).

C. Approved by:

Commissioner Margaret Gomez, Precinct Four

- 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:

| Sarah C. Sumner: 854-7687 | Dennis Wilson: 854-4217 |
|---------------------------|-------------------------|
| Anna Bowlin: 854-7561 | |
| V Joe Arriaga: 854-7562 | |

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.

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

MEMORANDUM

July 25, 2008

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM: Anna Bowlin, Division Director of Development Services

SUBJECT: Fox Hill Preliminary Plan, Precinct 4

PROPOSED MOTION:

Consider and take appropriate action on a Preliminary Plan in Precinct Four: Fox Hill Preliminary Plan (476 Lots – 215.59 acres – IH 35N at Onion Creek – No fiscal is required with this Preliminary Plan – Sewage service to be provided by the City of Austin – City of Austin full purpose and 2 mile ETJ).

SUMMARY AND STAFF RECOMMENDATION:

This subdivision consists of 476 lots [Single Family (463 standard lots), Multi- Family (4 lots – total of 350 units), Drainage and Greenbelt (8 lots), Amenity Lot and ROW] and 25,970 linear feet of public streets. 89 of the 215 acres are within the City of Austin Full Purpose jurisdiction and the remaining 126 acres are in the 2 Mile ETJ of the City of Austin.

As this plat application meets all Travis County standards and has been approved by the City of Austin, TNR staff recommends approval of the plat.

ISSUES and OPPERTUNITIES: BACKGROUND:

The Fox Hill Preliminary Plan was submitted in October 2006. It was subsequently withdrawn and resubmitted in December 2007. This application was withdrawn last year after the neighbors brought the issue of fill in the floodplain to the attention of City reviewers. According to the adjacent property owners, the fill was placed at the end of 2005 on the subject property for agricultural use (crops were planted). The owner of the property submitted an application for development in the fall of 2006. As part of the application, the land was surveyed and the topography from the survey was submitted by the applicant's Engineer to the Federal Emergency Management Agency, FEMA, in

the form of a protest to the new maps that are in the process of being approved. The protest was accepted and the result was a change in the location of the FEMA 100 year storm floodplain and land removed from the FEMA floodplain.

PROCESS:

The standard development process if an owner would like to reclaim land from the floodplain is to apply for a Conditional Letter of Map Revision, CLOMR, to the Federal Emergency Management Agency, FEMA, with the preliminary plan and model the impacts of the change. FEMA reviews the application and makes a determination to accept or deny the request. Once the property owner receives approval of the CLOMR, the earthwork is completed with final platting and a Letter of Map Revision, LOMR, and modeling are submitted when it is final. The process updates both the FEMA and the City of Austin regulatory floodplains.

In this case, the fill was completed first and a protest to the map was accepted by FEMA. To follow the process for orderly development now, the applicant has completed and sealed calculations on the amount of fill (24 acre feet), had an outside company, Terracon, verify the amount of fill through boring tests requested by the City of Austin, modeled the pre-fill and post-fill conditions and proposed mitigation for the 24 acre feet of storage that was taken out of the floodplain. They have posted fiscal for the mitigation and signed an agreement with the City to give them the authority to complete the work if it is not accepted. In addition, they will now need to complete the LOMR process as part of the mitigation in order to move the City of Austin fully developed 100 year floodplain as the FEMA map lines will not change after mitigation.

The adjacent property owners were concerned by the lack of enforcement and prosecution by the City for the fill in the floodplain. The majority of the fill was placed within the City of Austin full purpose jurisdiction and we are confident that none was placed within the Onion Creek floodway which is what Travis County regulates. The agreement to mitigate for the fill was therefore conducted with the City of Austin which would have been a component of any City enforcement action. The site plan and permits for mitigation were approved by the City of Austin in July 2008. The applicant also submitted a site plan to Travis County which was then approved and a permit was issued in June 2008. According to the agreement with the City, the mitigation will be completed within 90 days of the permit being issued or the City may use the fiscal to complete the mitigation if it is not accepted.

SUBDIVISION:

In Development Review, preliminary plans only have to meet a limited number of requirements, which conceptually set lot lines, easements, and ROW. For the preliminary plan, the developer needs to show that water and wastewater are available and that they have a confirmed Service Extension Request from the City of Austin for wastewater and a letter from Creedmoor Maha for water. The actual lines that will be run and where they are constructed are not finalized until the time of the final plat. The adjacent property owners objected to the service extension request that may cross their property; also the block length waiver that was granted, the environmental assessment

that was done after the fill was placed and the boring holes that were drilled to verify the amount of fill to be mitigated.

The applicant did request a service extension request that was approved by the City of Austin and while the estimated map shows one possible route where the lines are crossing the adjacent property. If the adjacent property owner does not wish to give the City permission to cross, there are alternative routings.

Regarding block lengths, Title 30, Section § 30-2-153 provides that the single office may approve a block length longer than 1,200 feet if the single office determines that the proposed block length adequately meets the requirements of traffic circulation, utility service, topography, and the comprehensive plan in a near-term annexation area. The applicant has submitted a waiver request for five blocks within the subdivision, and staff has found the request to be acceptable and adequately addresses the requirements of traffic circulation. A Traffic Impact Analysis, which evaluates effects on the transportation network outside of a proposed development, was not required to be revised when Mayall Trail was added since it is connecting to the same external street.

Regarding stub out streets, cul-de-sacs are only required on stub out streets 150' or longer and the applicant has provided a cul-de-sac bubble easement at the end of the stub on Pine Top Pass in order to provide a turnaround for emergency vehicles. In the event that Pine Top Pass is extended to the north, this cul-de-sac bubble easement could be relocated northward or removed if no longer needed.

Note 47 Block U, Lot 3 emergency access only to Mayall Trail keeps traffic on the wider neighborhood collector road of Antone Blue Blvd. The emergency services district has reviewed the preliminary plan and has no objections.

The Environmental Reviewer at the City found no fault with the environmental assessment that was conducted.

City staff reviewed the sealed report from Terracon, who conducted the boring holes, and found it meets industry standards and the amount of material to be removed functions within the floodplain models.

COMMUNICATION:

Throughout the review process there were several joint City and County staff meetings; two meetings with City staff, County staff, and adjacent property owners, one including Commissioner Shieh from the Zoning and Platting Commission; several meetings with County staff and the adjacent property owners; the applicant met with the adjacent property owners several times most recently in May to discuss the mitigation and to tour the property. The adjacent property owners also filed several open records requests during the review process and were given a copy of the boring holes report in full.

Please see attached letters from the adjacent property owners, the response memo to the Zoning and Platting Commissioners from staff, the letter from the applicant to the City and in return the response from the City legal staff, also included is an e-mail

conversation from the adjacent property owners and City staff, a letter from the adjacent property owner to the Zoning and Platting Commissioners, and a letter from the applicant to the Zoning and Platting Commissioners.

Staff has extensively reviewed this application and finds that as this plan meets all Travis County standards and has been approved by the City of Austin, TNR staff recommends approval of this preliminary plan.

BUDGETARY AND FISCAL IMPACT:

None.

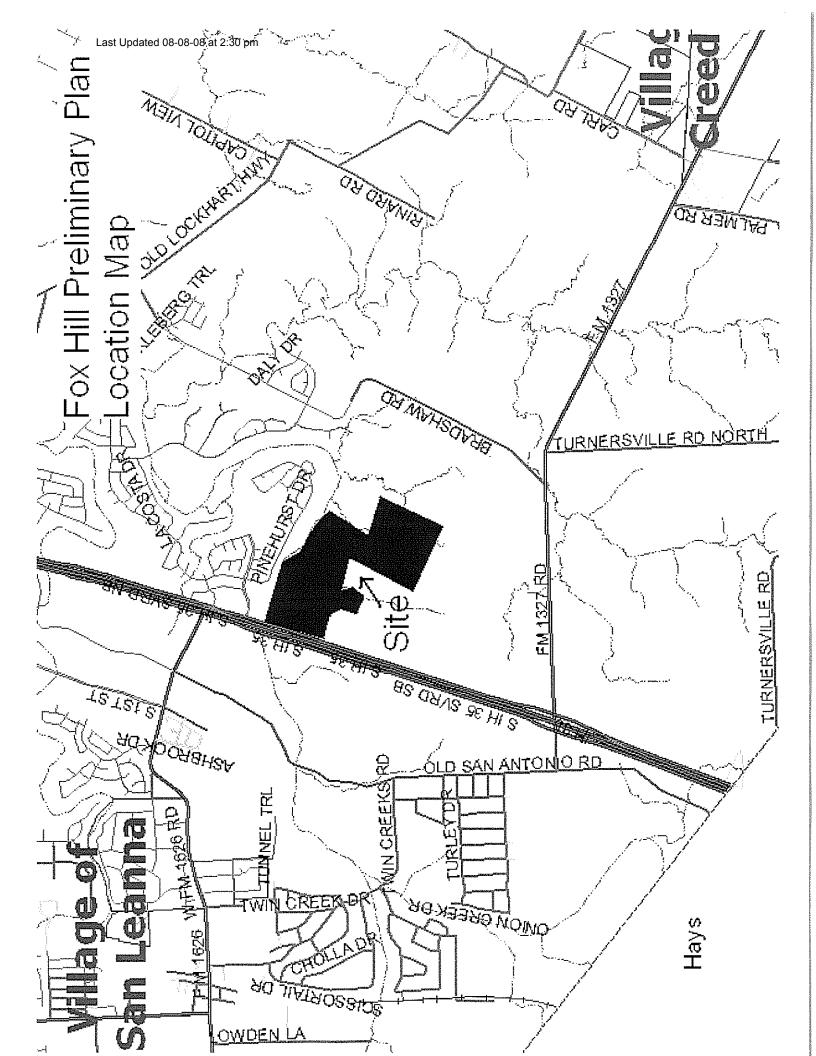
REQUIRED AUTHORIZATIONS:

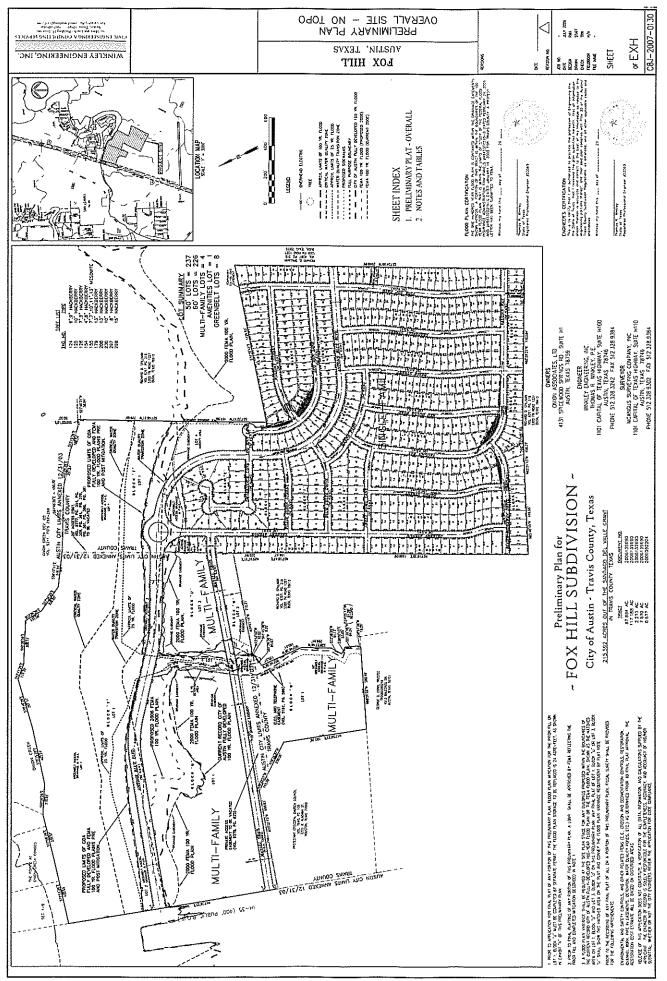
None.

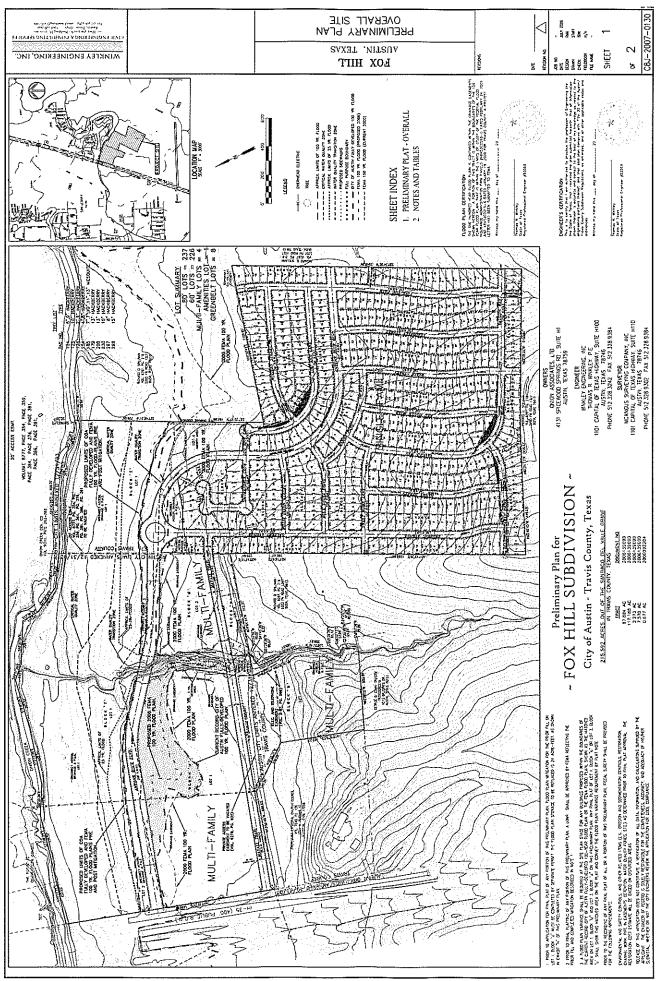
EXHIBITS:

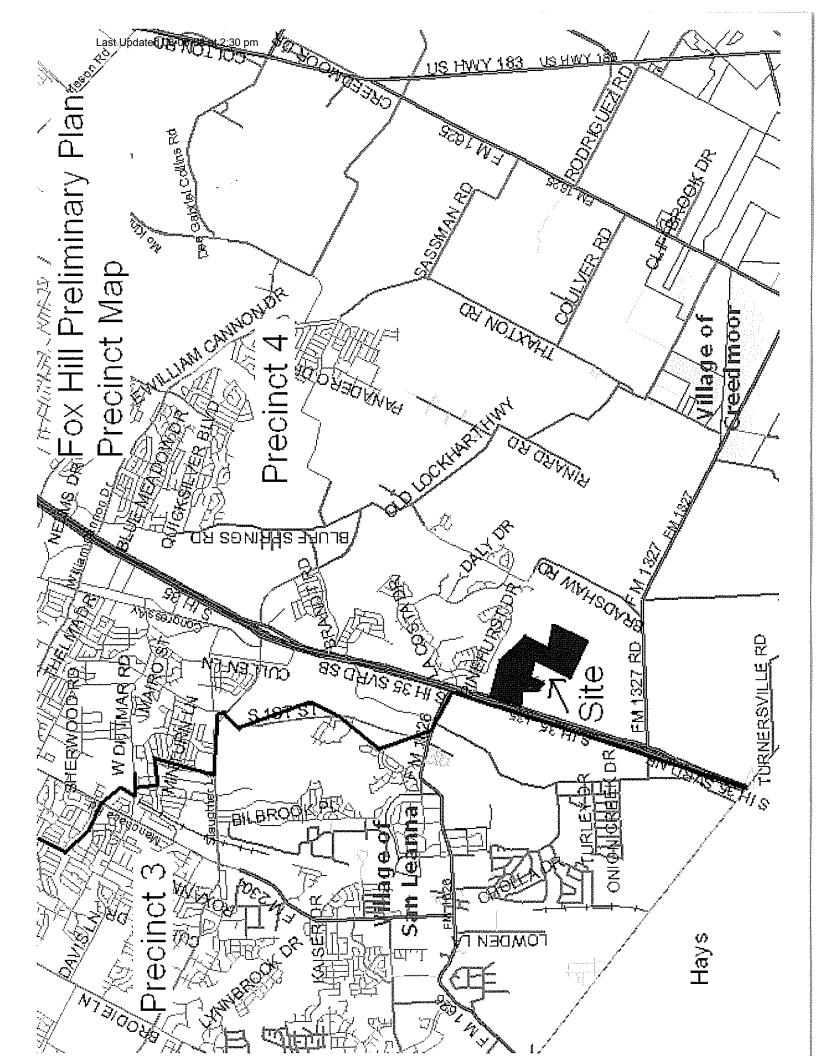
Location map, Proposed Plan, Precinct Map, March 11 Letter from adjacent property owners, March 17th letter from adjacent HOA, March 12 staff Memo to the Zoning and Platting Commissioners, April 7th letter from the applicant to City staff, April 15th response from City legal to the applicant, June email correspondence, July 15th letter from the adjacent property owners to the Zoning and Platting Commissioners, July 15th letter from the applicant to the Zoning and Platting Commissioners, July 15th letter from the applicant to the Zoning and Platting Commissioners with a copy of the agreement, fiscal and permit issued by the City for the mitigation.

SCS 0708









March 11, 2008

Ms. Betty Baker, Zoning and Platting Commission Chair 301 Congress Ave Austin, Texas 78701

Re: COA Case Number C8J-2007-0130 (Fox Hill)

Dear Ms. Baker,

The Fox Hill subdivision is expected to be on the agenda on March 18, 2008.

Our family continues to be concerned about the amount of fill which we saw moved into the Onion Creek floodplain and other items regarding the proposed Fox Hill subdivision. We believe this situation can and should swiftly be corrected now **before** the Preliminary Plan is approved. After the plan is approved, the incentive will no longer be present to have the work done in an expeditious manner. The developer has mentioned that the property is already under contract. Will the new owner have full knowledge as to exactly what will be required? Or will it be "buyer beware!" Is it possible for that new owner to choose not to remedy the situation? With an uncertain economy, no one knows if this development will occur in 2008 or 2018. How many years might it be before the "note" on the preliminary plan is implemented? Will delaying the action allow the "note" to be overlooked and nothing solved? This would be of less concern if the same city staff was in place as it is today. However, progress continues and employees change. Future staffs may not know the background and make decisions based on incomplete information.

Water and wastewater are of concern, since the developer's representatives testified to the legislature that they needed the right of eminent domain to cross our property with unwanted lines that will not, as proposed, meet the long-term needs of all of the drainage basin. The city is already trucking sewage from a development on Bradshaw Road due to a delay in building wastewater infrastructure, but I don't know how the plans submitted are going to be implemented. If plans do not proceed with this development or with associated utilities, what will become of the requirements to remove fill wrongly placed in the floodplain? Only if this is corrected before the preliminary plan can we be assured that it is done swiftly and correctly. Also, will neighbors receive notice about the future actions in the development process? The city does not need further liability on the Onion Creek watershed, in which millions of dollars have been spent to reduce the impact of flooding on the community.

I was told by Sarah Sumner that this process has already taken too long and that the plan needs to be accepted. As per Ms. Sumner's phone conversation in early March, 2008, she said that the flood plain issue could be solved by Enforcement or by Preliminary Plat. I firmly believe that it would be much more prudent to enforce the mitigation **prior** to the preliminary plat. Past communications indicate that this development will be the **precedent** set by the city in dealing with illegal fills. Will this be the desired precedent for all future incidents? Who will be responsible for flooding if this work never gets done? Surely the city doesn't want to face a class action lawsuit by flooded-out property owners?

Janna Renfro (COA Drainage Engineer) was very informative yesterday (Monday, March 10, 2008). She explained how the city is proceeding with the preliminary plan as if the illegal land fill never occurred. They are requiring that the developer bring in maps with the 100-year flood plain lines from before 2005. We would appreciate being able to see and having time to fully review those maps before any action is taken. As per Ms. Renfro, the city is still waiting for the developer to produce these.

Along those same lines, 16 acres was gained out of the 100 year floodplain, resulting in an extra 192 units of multi-family. We would like to see that amount of land go back to the floodplain and thus reduce the number of units available for approval on the preliminary plat. An extra 192 units would be quite a bit of extra impervious groundcover. We would like to be sure that FEMA knows the truth, and make sure the developer fully complies with FEMA requirements. I would like for FEMA to know what we know, and if there is any way you can provide us (or have staff provide us) with the name of who is making the decisions at FEMA so that we can talk with them directly, it would be greatly appreciated. This is especially important since Mr. Winkley continues to misrepresent the nature of the work done.

The developer, through his engineer, continues to insist that all work was performed on the guise of "agriculture". Mr. Winkley's letter dated 9-10-07 titled "Response to Comments Floodplain Model Fox HII (sic) Subdivision" said the results of the work done are "what one would expect to see in a farming operation." This is incorrect. Mr. Winkley apparently does not take into account that farmers do not remove topsoil to expose gravel to improve their farming techniques. I will send a second email with a photo taken March 9, 2008 from our house, a distance of approximately ½ mile from the site where some of the fill was removed. You can clearly see the exposed gravel. This same area had been a productive field when my family farmed the land over 10 years ago, but now it just looks like a gravel pit due to its topsoil being hauled down into the floodplain. As you can see from the photo, even after two years, nothing grows where the topsoil is removed. The area from which he removed the top soil does not have a chance of growing a good weed if it were planted! This is definitely **not what one would expect to see in a farming operation. It's hard enough to make a living in farming, but it is impossible when you never attempt to harvest crops.**

Mr. Winkley's misrepresentations in his comments about the illegal fill clearly shows that he is an engineer and not an expert on farming. Removing topsoil and exposing gravel is clearly not a farming procedure. Both my family and my husband's have been in the farming business for generations. Through his most inappropriate statements, these actions can only lead us to question all of his work, and question what information he has provided to the city, county, and FEMA. True farmers would utilize all of their land. In 2007, only the one field visible from I35 was planted. The milo crop revealed the difference in sub-soils as it was ripening for harvest. However, the milo along the I35 road frontage was never harvested and finally was shredded, despite the fact that with the price of milo, the revenue that would have been generated would have greatly exceeded the harvesting costs. On the property unseen from the highway, there has been no harvesting of any crop by the would-be developer since we rented it many years ago. This presents an issue of credibility on Mr. Winkley's behalf. What else has Mr. Winkley communicated to staff that is without merit?

After a meeting on 8/31/07, we left with the impression that the COA was going to investigate and rectify the situation, not merely accept the developer's word that he did nothing wrong. It was stated that a CLOMR would be necessary. As per the developer's engineer, he states in his Response to Comments of 1-16-2008 section DE4 that "we do not believe that either of these processes are necessary, unless specifically for the correction of the FEMA model." In today's conversation with Ms. Renfro, I was assured that a LOMR/CLOMR will happen. That is positive, but we have to ensure that this happens, and that it happens in a timely manner.

Last September, 2007, dove hunters were on the property. One of Mr. Knutsen's hunters was Stan Tindel who told me that he worked for the City of Austin. Mr. Tindel told me how the flood plain was filled in with as much as 8 feet of fill.

It is very obvious that the developer does not want to acknowledge the actual extent of the fill. In the public records which I saw, there is no mention that anyone has ever admitted being responsible for the illegal fill. Mr. Winkley stated that some grading was done in his Sept 10 letter, but claims that it was agricultural (see above). I would think that it would be very important for someone to take the responsibility, especially if this project becomes dormant.

We would like to know who came up with the amount of fill inappropriately moved into the floodplain. How did they arrive at the level of fill to be removed? Based on Mr. Winkley's letter of Sept 10, 2007 in which he said that the task of determining the amount of fill was hard to do, we want to make sure that the required mitigation is accurate, but to date, we have not seen any evidence of strata testing on the property. However, the city environmental department mentioned that the soil was not what they expected.

PLAT NOTE RE: VARIANCE REQUIREMENT FOR MULTIFAMILY LOTS Comment DE10 of the COA-TC Master Review Report dated March 5, 2008 report states that a variance will have to be granted by the city in regard to building the multifamily lots. We want to ensure that we will be provided notice of such variance request and have time to take appropriate action to make sure that the decision makers have full knowledge of the situation. We also want to make sure that the approval of this preliminary plan will not force the hand of the decision makers regarding the variance.

ENVIRONMENTAL STUDY

In the conversation with Ms. Sumner, it was discovered that the Environmental Review was completed in the summer of 2006 by ACI Consulting. Thus, when the experts came out to inspect the land, they did not have the benefit of knowing that such a substantial amount of land had been filled. I was told by a neighbor that the man who did this review was puzzled that things didn't fit the way he would have expected them to be. After he was briefed on the events of the filling, everything made a lot more sense to that expert. How can an expert in this field do his job with as much as 8 feet of fill in place? Shouldn't a revised study be required after the fill situation has been physically solved?

LOT CODE

As per city code, lot sizes must be 50 feet at the street. Why then, are lots (M18, N19, S25, S26, S27, etc.) being okayed which are 50 at the set back instead of at the street? As per the response, "the lot frontage is 50' at the setback line on a number of lots that are in curves." However, looking at the plat, those "curves" are so infinitesimal that the boundaries are labeled as straight lines on both sides of the street. Thus they are not "curves" and should be held accountable for 50' at the street, instead of the lower requirement that was included in the code dealing with curved streets or cul-de-sacs. If a street is curving, shouldn't both of the edges of the right of way be curving as well? It seems that if both sides of the right of way are straight lines, that the provision requiring 50 feet of frontage should apply. Is this another example of how the engineer's data is corrupt, manipulating the rules without the full truth? I was a math education major at UT, and simple geometry tells me that a straight line is a straight line.

BLOCK LENGTH

§ 30-2-153 City code requires a block may not exceed 1,200 feet, with only a couple of exceptions. For the single office to approve a longer block length it must "determine that the proposed block length adequately meets the requirements of traffic circulation..." This would imply that the single office has a traffic impact study analysis to take it into account. However, I do not believe a second study was ever initiated after adding Mayall Trial to the plat. As you remember, the applicant first told the city that a second access off of I35 wasn't allowed by TXDOT, when other non-developing neighbors all knew about the proposed changes which allowed a second street cut. On what basis did the staff approve such excessive block lengths, especially when there is an incentive for many residents to use Mayall Trail instead of Antone Blue due to the fact that it is the first intersection they will come to when entering the subdivision from I-35?

STUB OUTS

Why are cul-de-sacs not required at stub outs? Why was it agreed that no cul-de-sac was necessary at the north end of Pine Top Path (TR3 of Winkley's Response to comments of 1-16-2008) as per the Travis Co. Transportation review?

NOTE 47

Why is plat note 47 included restricting Block U Lot 3 access to Mayall Trail? Who requested this note and why is it here?

In conclusion, if the city really wants to enforce this through "preliminary plan process", the way to go about it is to have it corrected **before** the plan is passed. Please have staff address their respective issues and provide written documents.

Thank you for your consideration. You may reach me at any time with any questions.

Sincerely,

/s/ Lexine Spillmann

Lexine Spillmann 902 FM 1327 Buda, Texas 78610 512.921.7447

Onion Creek Homeowners Association 10816 Crown Colony, Suite 105 Austin, Texas 78747 Tel: 512 280-8110 Fax: 512 280-8162

Ms Victoria Li, P.E. Director Watershed Protection & Development Review Dept City of Austin One Texas Center, 12th Floor 505 Barton Springs Road Austin, Texas 78767 March 17, 2008

Re: Case #: C8J-2007-0130 (Fox Hill Subdivision)

Dear Ms Li,

The Onion Creek Subdivision adjoins the proposed Fox Hill Subdivision. We were advised on March 10, 2008 of the preliminary subdivision application for Fox Hill is scheduled to be heard by Zoning and Platting Commission. This correspondence is intended to address the serious concerns the Association continues to have regarding site preparation already completed at Fox Hill, the impact of this site preparation on the flood plain, the potential flood damage to Onion Creek home owners, and the liability issues associated with such an occurrence.

Our Association has previously engaged a local professional civil engineer to assess the effects of fill which was added to the planned site by Fox Hill developers. This engineer's findings have revealed the following:

- There has been a significant amount of fill added to the property and into the Onion Creek waterway without permit;
- 2) The added fill has adversely effected the flood plain and will have impact upstream of the Fox Hill project by raising water surface elevations, and
- 3) The modification to the flood plain could reasonably be expected to cause serious flooding to the residences owned by the members of the Association.

As a result of the developer's previous modification to the flood plain, the current proposal before the City is calling for flood plain mitigation consisting of the removal of 24 ac-ft of earth from the floodplain downstream of the existing fill. Without mitigation, the Fox Hill model shows a maximum of 0.16' rise on the 100-year event. This rise is located at the cross-section by the tributary to Onion Creek. The maximum rise shown in any cross-section through a single-family area is 0.11' on the 100-year.

Our concern is that floodplain mitigation is not being required prior to preliminary approval. As a result, Onion Creek Homeowners and the neighbors to this development will continue to face flooding hazards until a final plat is brought in, possibly years from now, if ever.

Should the current proposal be approved, without a requirement for timely implementation of a mitigation plan, the City would in effect be ratifying a flood plain increase stemming from a known deposit of un-permitted fill. If a final plat is never completed, the City, as a regulatory authority in charge of flood plain management, will be allowing an increase in flood plain for an indefinite period of time with its tacit approval.

While the preliminary plans process is used in part to convey what should happen at the final plat/site plan stage, the fact remains that a final plat site may or may not ever occur. As such, the surrounding neighbors of Fox Hill will have no protection against the serious flood risks associated with the un-permitted fill. As long as this is the case, there will also be issues of liability relating to flooding.

We therefore respectfully request the application for a preliminary subdivision be denied until the flood plain mitigation issue is resolved.

Sincerely,

"SIGNED"

Jack Walters President

CC: Ms Betty Baker Chair, Zoning and Platting Commission via email

Sylvia Limon Case Manager, WPDR, 4th Floor

Charles E. Brown, P.C. Attorney 3624 North Hills Drive, Suite B-100 Austin, Texas 78731



CITY OF AUSTIN – TRAVIS COUNTY SINGLE SUBDIVISION OFFICE 505 Barton Springs Road Austin Texas 78704



MEMORANDUM

March 12, 2008

| TO: | Ms. Betty Baker, Chair and Commissioners Zoning and Platting Commission |
|----------|---|
| THROUGH: | Anna Bowlin, Travis County Single Office Division Director, TNR Development Services |
| FROM: | Sarah Sumner, Travis County Single Office Case Manager |
| SUBJECT: | March 11, 2008 Letter from the Spillmanns on Fox Hill, C8J-2007-0130, Preliminary Plan |

The Single Office staff would like to address some of the issues raised by the adjacent property owners to the Fox Hill Preliminary Plan subdivision that is on today's agenda for March 18, 2008.

BACKGROUND:

The Fox Hill Preliminary Plan was submitted in October 2006; it was withdrawn and resubmitted in December 2007. This application was withdrawn last year after the neighbors brought the issue of fill in the floodplain to the attention of city reviewers. According to the adjacent property owners, the fill was placed at the end of 2005 on the subject property for agricultural use, crops were planted. The owner of the property submitted an application for development in the fall of 2006. As part of the application, the land was surveyed and the topography from the survey was submitted by the applicant's engineer to the Federal Emergency Management Agency, FEMA, in the form of a protest to the new maps that are in the process of being approved. The protest was accepted and the result is a change in the location of the FEMA 100 year storm floodplain and land removed from the FEMA floodplain.

PROCESS:

The standard development process if an owner would like to reclaim land from the floodplain is to apply for a Conditional Letter of Map Revision, CLOMR, to FEMA with the preliminary plan and model the impacts of the change. FEMA reviews the application and makes a determination to accept or deny the request. Once the property owner receives approval of the CLOMR, the earthwork is completed with final platting and a LOMR and modeling are submitted when it is final. The process updates both the FEMA and the City of Austin regulatory flood plains.

In this case, the fill was completed first and a protest to the map was accepted by FEMA. To follow the process for orderly development now, the applicant has completed and sealed calculations on the amount of fill (24 acre feet), modeled the pre-fill and post-fill conditions and proposed mitigation for the 24 acre feet of storage that was taken out of the flood plain. In addition, they will now need to complete the LOMR process as part of the mitigation in order to move the City of Austin fully developed 100 year flood plain as the FEMA map lines will not change after mitigation.

The neighbors are concerned that the work should be completed first before the preliminary plan or there will be no incentive. However, in Development Review, preliminary plans only have to meet a limited number of requirements, which conceptually set lot lines, easements, and ROW. We use the preliminary process to place notes and easements that convey what should happen at the final plat/site plan stage. The "incentive" for the developer comes when the actual construction plans and final plat are submitted. The mitigation and LOMR must be completed before any construction or final plat may be processed. If the mitigation is not completed, any future development will still be held to the regulatory City of Austin fully developed 100 year flood plain which was not moved by the FEMA protest. The concern is that the neighbors will have to live with the effects of the fill until the final plat is brought in, possibly years from now, if ever. According to City of Austin code enforcement staff, a red-tag would be not be effective at this point, for several reasons:

- Enforcement through the red-tag process is slow. It can take years to get through Municipal Court and get a judgment and assessment of fines.
- The solution to the red-tag process is to get a permit through the Development Review process. The applicant is already at this point - a point which can take the red-tag process years to get to.
- If the applicant falls out of the development process, a red-tag could be worth considering at a later time. However, this decision would fall upon City staff in Environmental Inspection.

SUBDIVISION:

For the preliminary plan, the developer needs to show that water and wastewater are available and they have a confirmed Service Extension Request from the City of Austin for waste water and a letter from Creedmoor Maha for water. The actual lines that will be run and where they are constructed are not finalized until the time of the final plat.

Mrs. Spillmann has said that she feels this is a loophole the developer has exposed and that more developers will come along in the name of agriculture and get the land ready for development if this land owner is not punished. As this developer is still being made to comply with all city and FEMA regulations, even though the earthwork was done first, in this rare situation, it is backwards but still complying with regulations. In Mrs. Spillmann's requests that the developer be punished, I noted that they have been, in a way, with all of the delays but if the preliminary plan meets code then it must be approved. That was somehow misquoted by Mrs. Spillmann where she stated in her letter I had told her that the process is too long and this needs to be accepted.

The Spillmanns received a copy of the plans per an open records request on Feb. 26th that included an exhibit with the regulatory flood plain lines before the fill was placed. The mitigation of 24 acre feet is not required to come from the exact same location as the fill and will not affect the layout or density of the proposed plan which currently contains fewer units than the maximum allowed by zoning.

As the Spillmann's have stated, staff are not required to have knowledge of agriculture and have to accept the signed and sealed information provided by an engineer as valid. Regarding the measurements of the lots on the preliminary plan, 30-1-22 MEASUREMENTS (C) Except as otherwise provided in this title, lot width is measured at the front setback line and at a distance of 50 feet to the rear of the front setback line. Lot setbacks are not shown on preliminary plans and the applicant has verified all lots are 50' at the setback line and meet the minimum lot size for standard lots.

FLOOD PLAIN:

The amount of fill was calculated based on cross sections of the filled area using 2000 and 2003 data compared with the current on the ground survey. The calculations have been sealed by the engineer and reviewed by City staff.

Regarding the flood plain variance, a floodplain variance will be required at the site plan stage if any buildings are proposed within the existing (pre-fill) City of Austin or FEMA floodplain. The variance will go to City Council. There will not be notification for the variance process, but there will be a notification process for the associated site plan.

ENVIRONMENTAL:

Knowledge of the fill would have provided additional insight to the environmental assessors; however, the assessment met the criteria for the City of Austin. The area is not known for the critical environmental features (bluffs, rim rock or springs), endangered species or habitat that the environmental assessment seeks to find and protect.

TRANSPORTATION:

Regarding block lengths, Title 30, Section § 30-2-153 provides that the single office may approve a block length longer than 1,200 feet if the single office determines that the proposed block length adequately meets the requirements of traffic circulation, utility service, topography, and the comprehensive plan in a near-term annexation area. The applicant has submitted a waiver request for five blocks within the subdivision, and staff has found the request to be acceptable and adequately addresses the requirements of traffic circulation. A Traffic Impact Analysis, which evaluates effects on the transportation network outside of a proposed development, was not required to be revised when Mayall Trail was added since it is connecting to the same external street.

Regarding stub out streets, cul de sacs are only required on stub out streets 150' or longer and the applicant has provided a cul-de-sac bubble easement at the end of the stub on Pine Top Pass to provide a turn-around for emergency vehicles. In the event that Pine Top Pass is extended to the north, this cul-de-sac bubble easement could be relocated northward or removed if no longer needed.

Note 47 Block U, Lot 3 emergency access only to Mayall Trail keeps traffic on the wider neighborhood collector road of Antone Blue Blvd. The preliminary plan is a concept, and they have shown this to be a valid concept that meets code requirements, however, prior to any construction or final plat approval, the mitigation and LOMR must be completed.

Please feel free to contact me if you have any additional questions or concerns regarding this subdivision.

Sarah Sumner Case Manager Fox Hill C8J-2007-0130

ONION ASSOCIATES, LTD. 4131 Spicewood Springs Rd., Suite II-1 Austin, Texas 78759 512-343-8830

April 7, 2008

Ms. Janna Renfro, E.I.T. Watershed Protection and Development Review City of Austin 505 Barton Springs Road Austin, TX 78747

Fox Hill, Preliminary Plan, Case #C8J-2007-0130, Flood Plain Mitigation Plan Re:

Dear Ms. Renfro,

We would like to take this opportunity to thank you and the City staff for working with our consulting team to complete the approval process for the Preliminary Plan for the Fox Hill Subdivision. During the review process, it was determined that a development permit may have been required for fill work done in a portion of the flood plain. As the current owners of the property, we have agreed to file an application for a site development permit for planned flood plain mitigation work.

The plan set forth in the site development permit application will consist of grading which will remove approximately 24 ac./ft of material from the fringe of the Onion Creek flood plain. This will provide additional storage capacity consistent with requests of the City staff. There will be no adverse impact that results to any one as a result of this grading plan.

Winkley Engineering, Inc. (Tom Winkley) is currently preparing the grading plan and specifications along with the engineer's construction cost estimate. Vaughn & Associates, Inc. (Rick Vaughn) is preparing the rest of the site development permit application and related support materials required by the City and the County.

The on-ground surveying work for the site development permit application is in progress (MeAngus Surveying) and should be completed no later than Monday, April 7, 2008. The site development permit application and the engineer's estimate for the cost of the flood plain mitigation work should be submitted no later than Friday, April 11, 2008. We would like to post fiscal to cover the cost of the flood plain mitigation work prior to the April 15, 2008 Zoning and Platting Commission. We will notify you if the on-ground surveying work is not completed in time to stay with this schedule.

Once the site development permit for the grading plan is approved by the City and the County, the flood plain mitigation work will be completed within ninety (90) days.

If you have any questions, please feel free to contact Rick Vaughn (708-8891). Tom (328-3242) or me at your convenience.

Sincerely,

ONION ASSOCIATES, LTD. Omon ASGP, Inc., its General Partner By:

Br. Brance T. monison Bruce T. Morrison, President



City of Austin

Founded by Congress, Republic of Texas, 1839 Watershed Protection and Development Review Department P.O. Box 1088, Austin, Texas 78767

April 15th, 2008

Bruce Morrison, President Onion Associates, LTD 4131 Spicewood Springs Rd. Ste H-1 Austin, TX 78759

Subject: Fox Hill Subdivision - Proposed Floodplain Mitigation

Dear Mr. Morrison,

During review of the Fox Hill Subdivision preliminary plan, C8J-2007-0130, it has come to City staff's attention that grading took place on the property resulting in placement of fill within the 100-year floodplain. It is the City's position that the placement of this fill, whether for agricultural or non-agricultural use, results in non-compliance with Section 25-7-2 and Section 25-7-3 of the City's Land Development Code.

LDC 25-7-2 states, "Unless authorized by a site plan approved under Chapter 25-5, a person may not place or cause to be placed, an obstruction in a waterway." and

LDC 25-7-3 states, "The person in control of real property traversed by a waterway shall keep the waterway free from an obstruction that is not authorized by a site plan."

The Land Development Code further relates a waterway to the design, or 100-year, floodplain.

LDC-25-7-61(A)(1)-states, "A-final-plat, subdivision-construction-plan, or site-plan-may-not-be approved unless, the proposed plat, construction plan, or site plan provides a sufficient *waterway* for the *design flood*, as determined under the Drainage Criteria Manual."

The intent of this letter is to officially recognize the non-compliant status of this property and state the City's plan of action to bring this property into compliance with City code.

In order to bring the property into compliance, the owner proposes to complete a floodplain mitigation project, in which 24 acre-feet of earth will be removed from the floodplain downstream of the existing fill. According to the floodplain models prepared by the engineer and reviewed by City staff, the adverse impact caused by the existing fill will be corrected with the completion of the floodplain mitigation will be permitted with a site plan and will be completed prior to application for final plat. A note has been placed on the preliminary plan for Fox Hill Subdivision stating that the floodplain mitigation shall be completed prior to application of final plat for any lots within the preliminary.

The City currently recognizes that the owner is working within the development process towards completion of the floodplain mitigation work. The owner has issued a letter (attached) stating the intention to apply for the floodplain mitigation permit within 90 days of preliminary plan approval by

The City of Austin is committed to compliance with the Americans with Disabilities Act. Reasonable modifications and equal access to communications will be provided upon request.



<u>City of Austin</u>

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Zoning and Platting Commission and to have the work completed within 90 days of issuance of the permit.

At this time the City will forego enforcement action based on the owner's intention to complete the floodplain mitigation work in a timely manner, as stated in the April 7, 2008 letter to the City from Onion Associates, LTD. However, if the owner's stated milestones are not met, the City intends to advise the prosecutor's office to begin filing charges.

Sincerely,

lictoria J. Li, P.E., Director

Watershed Protection and Development Review Department

Cc: Rick Vaughn, Agent for Owner

Attached: Letter from Bruce Morrison stating milestones for floodplain mitigation

Wed, 18 Jun 2008 14:46:31 -0700 (PDT) From: "Justin Spillmann" <jaspillmann@yahoo.com> Subject: Fwd: RE: Fox Hill Mitigation "Janna Renfro" < janna.renfro@ci.austin.tx.us>, Mitzi.Cotton@ci.austin.tx.us, To: Ron.Czajkowski@ci.austin.tx.us "Richard Spillmann" <farmer73@sbcglobal.net>, "Justin Spillmann" <aggiechild@yahoo.com>, jaspillmann@yahoo.com, "Betsy Urban" <urbans3@aol.com>, CC: "Carl Urban" <carleurban@aol.com>

Janna :

My mother forwarded to me your response to her email, which appears to be a copy of your earlier email to us based on the reference to Tuesday, which was yesterday when the ZAPCO meeting was continued regarding this topic.

I have copied Ms. Cotton on this email due to the fact that I believe that although Terracon may have signed and sealed the actual depth of the tests pits, they did not verify or seal in their report that the testing was conclusive, but rather relied upon the location and depths of the test pits that were provided by the applicant (Terracon's client).

Although the difference in the language is subtle, it is vital in the fact that neither Mr. Winkley nor Terracon has signed and sealed any document stating that the location and depths of the test pits were sufficient to fully analyze the amount of fill.

We want to make sure that the city is aware of this discrepancy, and the fact that without a signed and sealed document by an independent engineer (outside of the city), the city, in my opinion, will be taking on the risk that the locations and test pit depths may have been insufficent. The analysis of the test sites that was conducted may have been done in accordance with standards in the industry, but the question is whether the location and depths of the spaces were also in accordance with industry standards, and which engineer is putting their seal on this information.

We are simply asking that the city require one of the engineers associated with this project to actually sign and seal that the location and depths of the test pits that were dug were sufficient to analyze the amount of the fill on the property, regardless of the timeframe in which the fill was placed. Also note that the location of the 26 acres of tested area was not shown in the report, which should be done to know exactly what they determined.

Additionally, in my mother's conversation with Mr. Czajkowski, he left my mother with the opinion that the amount of inconclusive material should have been included in at least one estimate of the amount of fill. Based on your response, it is clear that you believe that the amount of fill would not have exceeded 24 acre feet in the event that it was treated as fill. If the city is willing to accept that risk, it is your decision.

However, a careful analysis of the Terracon report will show that they based their testing off information provided to them by the applicant, and they are not responsible if in fact the test locations were not sufficiently deep or located at the correct locations to fully analyze the fill. At the same time, Mr. Winkley did not seal that the locations and depths were appropriate.

If you have any questions about our comments, please contact me. If you obtain a sealed document from the engineer clarifying this point, I would appreciate a copy, as well as a copy of the exhibit you mentioned that you requested showing how they calculated the fill.

Sincerely, Justin Spillmann 512-921-7448

Forwarded Message

| Subject: | RE: Fox Hill Mitigation |
|----------|---|
| Date: | Wed, 18 Jun 2008 15:30:54 -0500 |
| From: | "Renfro, Janna" <janna.renfro@ci.austin.tx.us></janna.renfro@ci.austin.tx.us> |
| То: | "RICHARD SPILLMANN" <farmer73@sbcglobal.net>, "Cotton, Mitzi" <mitzi.cotton@ci.austin.tx.us>, "Czajkowski, Ron" <ron.czajkowski@ci.austin.tx.us></ron.czajkowski@ci.austin.tx.us></mitzi.cotton@ci.austin.tx.us></farmer73@sbcglobal.net> |
| CC: | "Czajkowski, Ron" <ron.czajkowski@ci.austin.tx.us>, "Cotton, Mitzi" <mitzi.cotton@ci.austin.tx.us></mitzi.cotton@ci.austin.tx.us></ron.czajkowski@ci.austin.tx.us> |

HTML Attachment

Ms. Spillman,

City staff has thoroughly reviewed the geotechnical investigation. We do not find any errors that would cause the reported amount of fill to exceed the 24 acre-feet proposed to be removed with the floodplain mitigation. We feel that the geotechnical analysis was conducted according to engineering and industry standards. The accompanying report has been signed and sealed by a professional engineer experienced in the type of work conducted. For these reasons, the City is supporting the removal of 24.5 acre-feet of earth from the floodplain, as proposed with the floodplain mitigation site plan.

I encourage you to attend the ZAP meeting next Tuesday to express your concerns. At that time, the geotechnical engineer will be available to answer any questions about the report and investigation. I will also be available to answer any questions regarding staff's review of the report.

Janna Renfro

512.974.3422

From: RICHARD SPILLMANN [mailto:farmer73@sbcglobal.net] Sent: Wednesday, June 18, 2008 12:55 PM To: Renfro, Janna; Cotton, Mitzi; Czajkowski, Ron Subject: Fox Hill Mitigation

Dear Janna, Mitzi, and Ron,

Enjoyed being able to visit with two of the three of you yesterday morning.

Based on all the information I received, no certified engineer has signed off and certified on the test pit locations and depths.

It still bothers me that in the Terracon report it states, "The test pit locations were provided by the client....The depths of the excavation were estimated by Winkley Engineering based on their comparison of the topographies from the City of Austin LIDAR (Light Detection and Ranging) and on the ground survey data (current topography)."

Has the city obtained documentation from any engineer certifying that the locations and depths of the test pits is sufficient to fully analyze the amount of fill on the property? And if not, has the city requested that a certified engineer put his/her seal on this information? If not, is the city willing to accept the risk of incomplete information and lack of an adequate mitigation plan due to no engineer having independently certified to that information?

Thank you,

Lexine Spillmann 512.921.7447 5300 FM 1327 Buda , Texas 78610 July 15, 2008

Hello, Ms. Baker and Members of the Zoning and Platting Commission,

Here we are again, Fox Hill is on the agenda to come before the commission. Once again, little has seemed to be accomplished in the past 2 months until the final weekend before and final day of the Z&P meeting. It's interesting that Mr. Harris indicated that all the work could have been completed within the month since the last meeting. In fact he indicated that he would have preferred for the work to be almost completed before you had a chance to vote on this issue, yet the work has not begun.

I still don't understand the city's rationale in regard to the fill study by Terracon. My questions continue to be unanswered. Mr. Mouldin of Terracon referred me back to the city staff. The satellite photography (attachment Fox Hill satellite image) shows evidence of fill having been placed in both the city fill area and the area labeled "B". It also shows work being done in area "A", another cleared out area of the floodplain, which was not even included as part of the study. What exactly happened on area "A" is unclear on the image. However, it is also unclear in the preliminary plans since the applicant chose to use the LIDAR topography in the floodplain. Since the "on the ground" survey was considered to be more accurate, why wasn't it required in the floodplain as well?

The LIDAR comparison to the on the ground data shows that there is a large change in elevations in some areas, but the test holes were not dug deep enough to get down below what could have been all fill (based on the Terracon report). This is especially troubling when taking into account the 1.1 ft accuracy level of LIDAR. On the first page of the Terracon report, it is stated, "The depths of the excavation were estimated by Winkley Engineering based on their comparison of the topographies from the City of Austin LIDAR (Light Detection and Ranging) and on the ground survey data (current topography)." I have no doubt that this was Terracon's understanding. However, in comparing the data points between the 2 surveys (LIDAR and on the ground) it is quite apparent that the depths of the test holes were not determined by a comparison of the surveys. See attachment "Test Pit Difference in LIDAR and On Ground survey." On this excel spreadsheet, there are 4 different ways in which I tried to determine if the hole depths had been predetermined as expressed by Terracon. On the 4 different worksheets I have 4 different methods in which I compared the 2 topographies. You can see the conclusions for yourself on the 4 worksheets used to determine the depth difference. By these

calculations, the four worksheets showed that 15, 19, 25 and even 39 test pits out of the 50 were dug too shallow, depending on which calculation was used to estimate the elevations of the points on the two different surveys. If you consider that LIDAR has the accuracy rate of 1.1, then all the "Barely as deep" should also be considered too shallow of test holes. Then there would be 25, 35, 36, or 40 holes which were too shallow for adequate testing.

In talking with the city staff hydrologist, Ron Czajkowski, I was told it was better that Terracon did not have any expectations of what they should find. Then isn't it interesting that Terracon had the expectation that the test holes were being dug by "predetermined depths" to insure that they were deep enough to reveal the difference between the two surveys? Why is it okay for Terracon to be given expectations by only one side of the issue? Why is the city staff so willing to accept a report which is so flawed?

City staff is fast to point out that the report is certified by a licensed professional engineer. However, no one has signed and sealed any document stating that the location and depths of the test pits were sufficient to fully analyze the amount of fill. See the attached email from my son, Justin Spillmann, on June 18, 2008 to Janna Renfro. It explains in better detail why we believe the city should be protecting itself by having an engineer certify that the test hole locations and depths were determined according to engineering and industry standards. In my conversation with the city hydrologist, Mr. Czajkowski indicated that "predetermined" depth could be a visual sighting at the time of the excavation. i.e. Let the backhoe start digging and as soon as any difference in the soil is noted, that is far enough. Remember, Terracon's report states that these holes "were excavated by the land owner to predetermined depths". Ms. Renfro's email stated "the geotechnical analysis was conducted according to engineering and industry standards." However, if indeed the land owner was the one who actually determined the depths of the test pits, without regard to the differences between the LIDAR and the on ground survey, then would this be a common engineering practice conducted according to engineering and industry standards?

To date we have not received a reply that the test pit locations and depths have been certified by a professional engineer.

Apparently the city staff is stating that since the range came back with an upper limit of 20 feet of fill in the Terracon report, they feel comfortable that the fill would not exceed 24 acre feet. However, none of the tests included the inconclusive material as fill, which is another aspect of the test that I believe was overlooked based on my discussions with several engineers. In fact, Mr. Czajkowski noted to me that he thought the inconclusive was included in the fill calculations and that was why there was a variance in Terracon's numbers. However, as per Ms. Renfro's email of 6/2/08, inconclusive material was not included in the fill calculation.

The staff has indicated to me that Terracon would not have put their seal on the report if it was incorrect, but the Terracon report specifically excludes any obligation or assertation on their part that the test holes and depths were appropriate based on the circumstances. Their report states that Winkley Engineering marked the locations and estimated the depths. However, Winkley Engineering did not seal the report whatsoever.

Why should the city staff be willing to take the risk of future flooding without having an engineer seal the items that make up the basis of the report?

What is the purpose of having LIDAR whatsoever if in fact the city staff will disregard the accuracy level of 1.1 feet and instead say that they have other projects where the actual on-ground data proved LIDAR to be wrong? It is illogical that city staff believes that LIDAR is wrong and the test pits don't have to be as deep as the LIDAR indicates they should be. On the other hand, the city staff is fine with using LIDAR on the floodplain portion of the preliminary plan, even when it has been proven to be wrong! If the on the ground survey has been proven to be so much better than the LIDAR, why was the on the ground survey used on most of the tracts, but LIDAR was used in the floodplains?

Also, the amount of required fiscal is \$67,393.69. If you subtract the environmental seed cost of 12,608.65, that leaves \$54,785.04 which basically means that the city staff agreed to Mr. Knutsen's bids. We were shown the 3 bids. The first bid was Mr. Knutsen's own company named Point West Properties. The second was from Virgil Moore with no phone number and no signatures and very little detail. The third was from JPB Properties Corp and the interesting fact in it was how all the subcontracts were directed back to Point West Properties. For instance, Callahan's Bermuda grass purchase order was to Point West Prop and the reply from the Community Trucking was faxed to Mark at Point West Properties. If this were a bona fide independent bid, the responses should have gone back to JPB Properties for them to assemble their own bid package. The average of the 3 proposed bids was \$56,896.07 which is significantly less than if they had used unbiased parties to bid the job. Early on I was told by a city staffer that there was a big difference between the bids presented and the city's estimate of what it should take. Would the city be able to hire a contractor to do this same work for \$67,393.69? I hope so.

On Saturday, May 3, 2008 the Austin Stateman had an article about the Salt Lick. See the following web site. http://www.statesman.com/search/content/business/stories/realestate/05/ 03/0503driftwood.html The owner, Scott Roberts, cleaned out Onion Creek at his Salt Lick location upstream last summer of 35,000 cubic yards of sand and gravel that had accumulated on the creek bed. Once the mitigation is complete, is this what we can expect? Will the bowl which is created and dotted with sports fields be the area where the sand and gravel will accumulate? Or will the opposite be true and extensive erosion cause more havoc. It seems as though Mother Nature has a will of its own - one which we should respect. There is a reason why the ground molded into its shape.

It would be preferable for the same fill to be removed as was placed illegally in the floodplain. Let's not be fighting Mother Nature.

In conclusion, these illustrate some of the major issues with this preliminary plan. I hope you will consider all of the issues in your decision making.

Thank you for listening, Lexine Spillmann 5300 FM 1327 Buda, Texas 78610 512.282.1096 512.921.7447

Brown M^cCarroll L.L.P.

111 Congress Avenue, Suite 1400, Austin, Texas 78701-4043 512-472-5456 fax 512-479-1101

direct (512) 479-9710 jharris@mailbmc.com

July 15, 2008

VIA E-MAIL

Betty Baker, Chair Zoning and Platting Commission City of Austin PO Box 1088 Austin, TX 78767

Re: Fox Hill Preliminary Plan (C8J-2007-0130) – Request for Preliminary Plan Approval

Dear Chair Baker:

By this letter, I am requesting that the Zoning and Platting Commission approve the Preliminary Plan of the Fox Hill Subdivision as recommended by Staff.

By its previous actions, the Zoning and Platting Commission continued its decision on this matter until July 15, 2008 to give the applicant time to:

1. Produce a test hole report to verify that the 24 acre feet of soil removal is the proper amount of mitigation (the "Report").

As reported in my letter to you of June 16, 2008, the Report was finalized on June 6, 2008 and has been accepted by the Staff. Although the Report estimated the estimated volume of fill that had been placed in the floodplain to be 17.5 ac. ft. to 20 ac. ft., the Staff and the applicant have agreed that the applicant will remove 24 ac. ft. of soil from the edge of the floodplain in accordance with the approved Site Plan.

2. Enter into a Mitigation Plan Agreement with the City under which (i) the City would be authorized to enter onto the property and complete the Mitigation Plan (the "Project") if it was not timely completed by the applicant and (ii) the applicant would post cash as fiscal security for the completion of the Project which could be utilized by the City as necessary.

The Mitigation Plan Agreement between my client, Onion Associates, Ltd. and the City has been finalized. A copy of the Mitigation Plan Agreement is attached to this letter. The floodplain mitigation work Project is authorized by Site Development Permit SP-2008-0183D. The Site Plan has been approved by the City Staff and the \$67,393.69 in cash fiscal has been

Betty Baker July 15, 2008 Page 2

posted with the City. A copy of the Site Plan permit is attached to this letter. A copy of the receipt for the \$67,393.69 is attached as Exhibit A to the copy of the Mitigation Plan Agreement which is attached to this letter.

3. Have further communication with the neighbors.

I have been in communication with the neighbors and have kept them advised of the status of the Report, the Site Plan and the Mitigation Plan Agreement.

The applicant has completed the Report, entered into the Mitigation Plan Agreement, obtained approval of the Site Plan, posted the required fiscal and has communicated with the neighbors. Therefore, I respectfully request that the Zoning and Platting Commission approve the Preliminary Plan for Fox Hill as recommended by Staff.

If I can answer any questions or provide any additional information, please let me know.

ours very truly, my 2.Harris Jerry L. Ha

CC: Sarah Sumner (Via E-Mail) Janna Renfro (Via E-Mail) Dora Anguiano (Via E-Mail) Keith Jackson (Via E-Mail) Clarke Hammond (Via E-Mail) James Shieh (Via E-Mail) Joseph Martinez (Via E-Mail) Roxanne Evans (Via E-Mail) Jay Gohil (Via E-Mail) Teresa Rabago (Via E-Mail) Justin Spillmann (Via E-Mail) Lexine Spillmann (Via E-Mail) Dick Perrone (Via E-Mail) R.T. Shires (Via E-Mail) Carl Urban (Via E-Mail) (Via E-Mail) Bruce Morrison Rick Vaughn (Via E-Mail) Marc Knutsen (Via E-Mail) (Via E-Mail) Tom Winkley Mitzi Cotton (Via E-Mail) Annette Bogusch (Via E-Mail)

7/14/08

AGREEMENT FOR INSTALLATION OF FLOODPLAIN MITIGATION MEASURES

This Agreement for Installation of Floodplain Mitigation Measures ("Agreement") is executed by and between Onion Associates, Ltd., a Texas Corporation, ("Developer") and The City of Austin, a home-rule city, municipal corporation, and political subdivision of the State of Texas, ("City") and is as follows:

GENERAL RECITALS

- A. Developer filed an application with the City for the FoxHill subdivision preliminary plan (the "Subdivision"); file number C8J-2007-0130.
- B. City determined during review of the Subdivision that placement of fill in a floodplain on the Subdivision property was in violation of City Code and required mitigation.
- C. Developer has filed with the City a site plan application to perform floodplain mitigation measures on the Subdivision property (the "Mitigation Measures"); file number SP-2008-0183D.
- D. Developer has agreed to complete the installation of the Mitigation Measures before the final plat for the Subdivision is placed on the Zoning and Platting Commission agenda for consideration of approval.

SPECIFIC AGREEMENTS

- 1. <u>Project Completion.</u> Developer shall complete the Project in accordance with all requirements of Site Plan number SP-2008-0183D no later than 90 days after the date the Site Plan is approved and the permit issued by the City. The City shall perform inspections of the Project to determine if the Project has been completed in accordance with the terms of Site Plan number SP-2008-0183D. Once the Project has passed final inspection, the City shall deliver a notice of completion to the Developer.
- 2. Fiscal Security.
 - a. Developer shall provide the City with fiscal security in the form of a cash deposit in the amount of \$67,393.69 which may be used by the City to complete all or a portion of the work required by this Agreement after three (3) days notice to Developer. Necessity for using the fiscal security will be determined by the Director of the Watershed Protection and Development Review Department. A copy of the City's receipt for the cash deposit is attached hereto as Exhibit "A"

and is incorporated by reference for all purposes.

- b. Upon receipt from Developer of a request for return of the fiscal security described in Exhibit "A" of this Agreement, accompanied by a copy of the City's notice of completion of the Project issued under section 1 of this Agreement, the City shall return to Developer the unused portion of the fiscal security.
- 3. <u>Right of Entry.</u> The Developer hereby grants to the City a right-of-entry upon the subdivision property for the purposes of (i) observing, inspecting and monitoring the Mitigation Measures and (ii) completing all or a portion of the work required by this Agreement pursuant to the provisions of this Agreement.
- 4. <u>Plat Approval.</u> The final plat for the Subdivision shall not be placed on the Zoning and Platting Commission agenda for consideration of approval until after satisfactory completion of the Project as evidenced by the notice of completion issued under section 1 of this Agreement.
- 5. <u>Term, Amendment.</u> This Agreement becomes effective on the date signed by both parties and remains in effect until fully performed. This Agreement may only be modified or amended upon written agreement of the parties.
- 6. <u>Notice.</u> Notice required by this Agreement must be in writing and given by delivering to the party in person, by private carrier services, or by sending the notice by certified mail, return receipt request, with postage prepaid to the addresses listed in this section. Notices under this Agreement will be deemed given, received, made, or communicated on the date personal delivery is effected or, if mailed, on the delivery date or attempted delivery date shown on the return receipt. Any change in ownership or address requires notice to all parties.

City of Austin:

Janna Renfro, E.I.T. Watershed Protection and Development Review City of Austin 505 Barton Springs Road Austin, TX 78747

Developer:

Bruce T. Morrison, President Onion ASGP, Inc., general partner for Onion Associates, Ltd. 4131 Spicewood Springs Rd. Suite H-1 Austin, TX 78759

7. General Provisions.

- a. Developer shall indemnify and hold harmless the City, its officers, agents, and employees from any and all claims, damages, liability, debts, and charges which may arise as a result of any of the terms of this Agreement.
- b. This Agreement and the exhibit attached hereto contain all the representations and the entire agreement between the parties with respect to the subject matter of this Agreement. Any prior correspondence, memoranda, or agreements are superseded in total by this Agreement and the exhibits attached thereto. The provisions of this Agreement shall be construed as a whole according to their common meaning and not strictly for or against any party.
- c. This Agreement and all rights and obligations created hereby shall be governed by the laws of the State of Texas. This Agreement is performable only in Travis County, Texas.

EXECUTED as indicated below.

DEVELOPER Onion Associates, Ltd. By: Onion ASGP, Inc. its general partner

By: Jone T. Morrison, President

Date: July 15, 2008

CITY City of Austin, a Municipal Corporation

BY:

Victoria Li, P.E., Director Watershed Protection and Development Review Department

Date: July , 2008

APPROVED AS TO FORM:

BY:

.

Exhibit A

| FISCAL SURETY INTAP | KE MEMORDA | NDUM |
|--|----------------------|--|
| | | |
| Fox Hill Subdivision | | SP-2008-0183D |
| Project Name/Address | | File/Permit Number |
| Donna Galati | | 7/15/2008 |
| Case Manager/Reviewer | | Date Received |
| Joyce a. Porter | | |
| Developer's Name | | Contact Person/Telephone No. |
| P. O. Box 850, Buda, Tx 78610-0850 | | |
| Developer's Street Address | | City/State/Zip Code |
| N/A | | N/A |
| Financial Institution | _ | Expiration Date |
| 23681734 | | N/A |
| LOC/Bond/Receipt No. | | County Jurisdiction |
| The developer has posted surety in the form of Esc | row for the specifie | d improvements below: |
| | Internal | External |
| Water Infrastructure | \$ | \$ |
| Wastewater Infrastructure | \$ | \$ |
| Street Construction | \$ | \$ |
| Drainage Collection System | \$ | \$ |
| Sidewalks | \$ | \$ |
| Erosion Controls | \$ 36,228.6 | |
| Restoration | \$ | \$ |
| Detention Pond(s) | \$ | \$ |
| Water Quality Pond(s) | \$ | ~~ \$ |
| Landscaping | \$ | - * |
| Parkland | \$ | \$ 0 \$ |
| Transportation | \$ 31,165.0 | s |
| Other: Excavation of 24.5 ac-ft | \$ | |
| TOTAL | \$67,393.6 | 9 |
| N March | | |
| Cassandra L. Alexander, Financial Consultant | | |
| | | 1999 1999 1999 1999 1999 1999 1999 199 |
| | | |
| | | |
| | AMANDA update | ed |

DEVELOPMENT REVIEW AND INSPECTION ESTIMATE OF FISCAL REQUIREMENTS

| | | | ······································ |
|--------------------|----------------------|-----------------|--|
| TO FISCAL MANAGER: | Carol Barnes | DATE: 7/14/2008 | |
| CASE MANAGER: | Donna Galati | INSIDE CITY? | Yes |
| SUBDIVISION: | Fox Hill Subdivision | COUNTY: | Travis |
| FILE NUMBER: | SP-2008-0183D | FISCAL REQ'D? | Full |
| | | ~ | |
| PREPARED BY: | Janna Renfro | | |

THE FOLLOWING IS AN ESTIMATE OF THE REQUIRED POSTING OF FISCAL SURETY FOR THIS SUBDIVISION AS DETERMINED BY THIS DEPARTMENT. ADDITIONAL POSTING MAY BE REQUIRED BY THE ELECTRIC DEPARTMENT

EXTERNAL IMPROVEMENTS

Α.

| ITEM | AMOUNT |
|-------------------------------|--|
| BOUNDARY STREET CONSTRUCTION: | \$0.00 |
| | \$0.00 |
| | \$0.00 |
| | \$0.00 |
| | \$0.00 |
| | \$0.00 |
| | \$0.00 |
| | : \$0.00 |
| | ITEM BOUNDARY STREET CONSTRUCTION: STREET(S): EROSION AND SEDIMENTATION CONTROLS: RESTORATION: BOUNDARY DRAINAGE /COLLECTION SYSTEM: BOUNDARY SIDEWALKS: OTHER: SUBTOTAL |

WATER AND WASTEWATER EXTERNAL IMPROVEMENTS

B.

Α.

| | ITEM | | AMOUNT |
|---|------------|-----------|--------|
| 1 | WATER | | \$0.00 |
| 2 | WASTEWATER | | \$0.00 |
| | | SUBTOTAL: | \$0.00 |
| | | | |

EXTERNAL IMPROVEMENTS SUBTOTAL: \$0.00

INTERNAL IMPROVEMENTS

| | ITEM | AMOUNT |
|--------------------|--|-------------|
| <u>1946-00-044</u> | STREET CONSTRUCTION: | \$0.00 |
| | STREET(S): | |
| 2 | DRAINAGE COLLECTION SYSTEM: | \$0.00 |
| 3 | DETENTION POND(S): | \$0.00 |
| 4 | WATER QUALITY POND(S): | \$0.00 |
| 5 | EROSION AND SEDIMENTATION CONTROLS: (plus 10% maintenance) | \$36,228.69 |
| 6 | RESTORATION: Revegetation included in cost of E/S controls | \$0.00 |
| 7 | SIDEWALKS: | \$0.00 |
| | OTHER: Excavation of 24.5 ac-ft | \$31,165.00 |
| | SUBTOTAL: | \$67,393.69 |



CIVIL ENGINEERING & CONSULTING SERVICES

July 11, 2008

To: Mitzi Cotton, Assistant City Attorney, and Janna Renfro, E.I.T., Watershed Protection and Development Review From: Thomas R. Winkley, P.E.

Case Mayon Dema Galati Case Mayon Dema Galati Diange John a Rudo Approved Approved John and Market Mayon Approved Approved John and Scifields within the mitigation arti-red areas. Attached please find an exhibit of the future location of athletic fields within the mitigation area. Also shown on the plan are the proposed seed mixes for the disturbed areas.

The previous bid of \$52,908.20 has been adjusted for these seed mixes. This bid is now \$61,266.99. Adding a 10% maintenance charge the proposed fiscal to be posted becomes \$67,393.69.

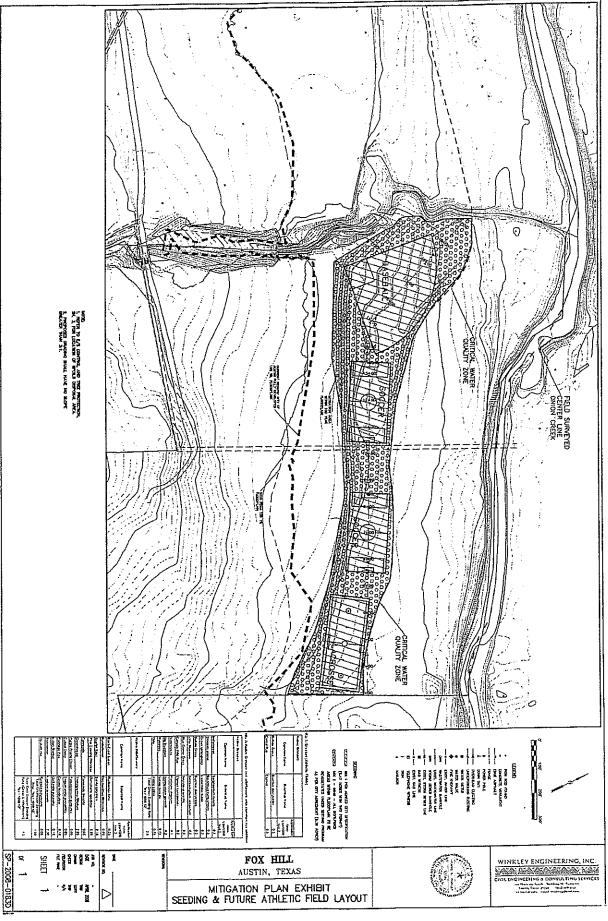
The owner has executed a contract with JPB Properties Corporation. This contractor has completed approximately 80% of the temporary erosion and sedimentation controls as of this data. Therefore the funds to be posted should be more than sufficient to complete the proposed work.

The total for the bid is \$61,266.99. The amount to be posted for fiscal security is that price plus 10%. That amount is \$67,393.69.

TRW:

Attachments:

Mitigation Plan Exhibit - Seeding & Future Athletic Field Layout Mix 1 & 2 - Seed Cost Spreadsheet





City of Austin One Texas Center - 505 Barton Springs Road Site Plan Permit

| Permit No.: | SP-2008-0183D | Expiration Date: 07/15/11 |
|---------------------------------|---|---------------------------------|
| Project Name (or description): | Fox Hill | - |
| Address or Location Description | n: 11715-1/2 IH 35 SVRD I | NB |
| Watershed: | Onion Creek | |
| Owner of Property: | Onion Associates, Ltd. (| Bruce T. Morrison) |
| Address: | 4131 Spicewood Springs | Rd. Suite H-1, Austin TX 78759 |
| Owner's Representative: | Winkley Engineering, In | c (Thomas R. Winkley, P.E.) |
| Address: | 1101 Capital of Texas Hy (512) 328-3242 | wy, Ste H100, Austin, TX 78746 |
| | acres, 117.188 acres, 2.27. go Del Valle Grant | 3 acres & 7.57 acres out of the |

PERMIT IS HEREBY ISSUED FOR:

The removal of approximately 24 acre-feet of soil in the 100 year floodplain of Onion creek to mitigate lost storage capacity due to fill previously placed in the floodplain and stock piled outside the 100 year floodplain for future use within the boundaries of Fox Hill Subdivision. The project is located within the Onion Creek watershed and is subject to all watershed protection regulations as set forth in Chapter 25 of the City of Austin Code of Ordinances. This project is located within the City's 2-mile ETJ.

CONDITIONS OF PERMIT

It is agreed that the proposed development shall be performed and completed in accordance with the plans and specifications approved by the City of Austin Standard Specifications and Code requirements, and State of Texas construction safety statutes. All development approved by this permit is subject to the inspection and control of the City of Austin.

It is the responsibility of the permit holder to identify all utilities in the work area and to notify each utility of the scope of work in the immediate area of the utilities.

ENGINEER'S CERTIFICATION: Inspection and a "Certification of Completion" by a Texas Licensed Engineer is required for the development approved by this permit. No Certificate of Occupancy may be approved until the Engineer's Certification is filed. The engineer is responsible for the adequacy of the plans submitted with this application.

SPECIAL CONDITIONS:

Signature of Applicant

Permit Approved by City of Austin

ssocietas For

Owner

Date

. . ·



BUDGET AMENDMENTS AND TRANSFERS **FY 2008**

08 AUG -8 AM 11 . 44

8/12/2008

TRANSFERS

| BA# | Project Code | FUND | DEPT/DIV | ACT | ELM/ OBI | Dept. | Line Item | In | crease | De | crease | Pg # |
|-----|--------------|------|----------|-----|----------|---------------------|---------------------------------|----|--------|----|--------|------|
| T1 | | 001 | 5770 | 536 | 6099 | Records Mngt | Other Purchsd Services | | | \$ | 9,100 | 1 |
| | | 001 | 5780 | 536 | 3001 | Records Mngt | Office Equip,Furn,& Supp | \$ | 9,100 | | | |
| T2 | | 001 | 3810 | 572 | 0701 | Med.Examiner | Reg Salaries-Permnt Empl | | | \$ | 93,950 | 4 |
| | | 001 | 3810 | 572 | 3051 | Med.Examiner | Dental,Medical,Safety Eq | \$ | 30,480 | | | |
| | | 001 | 3810 | 572 | 3053 | Med.Examiner | Laboratory Equip & Supp | \$ | 25,520 | | | |
| | | 001 | 3810 | 572 | 6099 | Med.Examiner | Other Purchsd Services | \$ | 25,450 | | | |
| | | 001 | 3810 | 572 | 6405 | Med.Examiner | Empl Reloc Expense | \$ | 7,500 | | | |
| | | 001 | 3810 | 572 | 7522 | Med.Examiner | Employment Recruiting | \$ | 5,000 | | | |
| T3 | KPR002 | 001 | 1405 | 821 | 8102 | Facilities | Purchsd Serv-Bldg Impvt | | | \$ | 49,324 | 8 |
| | | 001 | 1405 | 822 | 5004 | Facilities | Reprs-Bldg Struct & Equip | \$ | 49,324 | | | |

PLANNING AND BUDGET OFFICE TRAVIS COUNTY, TEXAS



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

MEMORANDUM

TO: Commissioners Court

FROM: Randy Lott, Planning and Budget Analyst

DATE: August 5, 2008

RE: RMCR request to transfer from a Centrally Budgeted Line Item

RMCR requests Commissioners Court approval to transfer funds from the centrally budgeted Offsite Storage line item (001-5770-536.60-99) in the amount of \$9,100 to pay for printing expenses for the County Clerk related to the upcoming November Presidential Election. Commissioners Court approval is required for these types of transfers. Anticipated Offsite Storage costs will now be paid through the Records Management Fund (Fund 028). PBO confirms availability of those funds.

PBO recommends approval of the request.

cc: The Honorable Dana DeBeauvoir, County Clerk Susan Bell, County Clerk's Office Rodney Rhoades, Leroy Nellis, PBO Alicia Perez, Executive Manager Admin Ops Steven Broberg, Tom Ashburn, RMCR



TRAVIS COUNTY <u>RECORDS MANAGEMENT & COMMUNICATION RESOURCES</u> 314 West 11th Street, Suite 110 PO Box 1748 Austin, TX 78767 Tel: (512) 854-9575 Fax: 854-4560

MEMORANDUM

TO: Randy Lott

FROM: Steven W. Broberg

DATE: August 5, 2008

SUBJECT: Transfer from Centrally Budgeted Line Item

This memo is to request approval to transfer funds from the offsite storage centrally budgeted line item to cover printing expenses for materials needed in advance of the November election and prior to the new fiscal year. This amount will be offset by a corresponding amount in fund 028 to pay offsite storage expense. The request is as follows:

\$9,100 From: Offsite Storage 001-5770-536-60.99 To: Printing Supplies 001-5780-536-30.01

The budget rules require Commissioners Court approval to transfer funds from centrally budgeted line items. Thank you for your assistance in this matter.

DepOffice

57

THOMAS ASHBURN

Budget Adjustment: 11787

| Fyr _ Budget Type: 2008 PBO Category: Transfer | • | Author: 57 - ASF Court Date: Tue: | BURN, THOMAS | | |
|---|-----------|--|--------------|--------------------|--------|
| Just: Other | | To pay printing for required materials needed in advance of the November the beginning of the new fiscal year. | | | |
| From Account | Acct Desc | | Project | Proj Desc | Amount |
| 001-5770-536-6099 | OTHER PUP | RCHASED SERVICES | | | 9,100 |
| | | | | | 9,100 |
| To Account | | | Project | | Amount |
| 001-5780-536-3001 | OFFICE EQ | UIP,FURN, & SUPP | | | 9,100 |
| | | | | | 9,100 |
| Approvals | Dept | Approved By | | Date Approved | |
| Originator | 57 | THOMAS ASHBURN | | 8/5/2008 9:59:43 A | M |

----- Ali 8/8/08

8/5/2008 9:59:48 AM

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PLANNING AND BUDGET OFFICE TRAVIS COUNTY, TEXAS



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

August 7, 2008

To: Commissioners Court

From: Katie Petersen Gipson, Planning & Budget Analyst

UNUS

Re: Budget Transfer for Medical Examiner needs

The Medical Examiner's Office is requesting to use \$93,950 in temporary salary savings generated by vacant Deputy Medical Examiner positions in order to fulfill some needs of the department. The department is requesting \$18,000 for body bags which PBO recommended they use salary savings to purchase. They also need \$25,450 to cover the cadaver transport contract for the remainder of the year. There is an earmark on the FY08 Allocated Reserve for this purpose which will not be needed now because the department has decided to internally fund the increase. Additionally the ME's Office will use \$50,500 for additional lab equipment and recruiting expenses in order to fill two vacant positions. Please see departmental memo for more details.

PBO recommends this transfer of funds. The transfer has already been accounted for in the department's end of year projections and should not have any effect on the General Fund ending balance.

CC: Dr. David Dolinak, Chief Medical Examiner Danny Hobby, Emergency Services
Beth Devery, Medical Examiner's Office
Darlene Dunn, Medical Examiner's Office
Leroy Nellis, PBO
Rodney Rhoades, PBO



TRAVIS COUNTY OFFICE OF THE MEDICAL EXAMINER

1213 Sabine Street PO Box 1748 Austin, TX 78767 Tel: (512) 854-9599 Fax: (512) 854-9044 DAVID DOLINAK, MD Diplomate of American Board of Pathology CHIEF MEDICAL EXAMINER

BETH DEVERY, RN, JD CHIEF ADMINISTRATIVE OFFICER

Date: August 6, 2008

To: Katie Peterson, Budget Analyst, Planning and Budget Office Danny Hobby, Executive Manager, Emergency Services

From: David Dolinak, MD, Chief Medical Examiner

Subject: Budget Adjustment - Temporary Salary Savings

Our department has experienced a number of changes during FY08, which includes the hiring of two new pathologists, as well as other staff. In addition, we have implemented new procedures and processes to ensure that we are performing high quality autopsy services. As a result, we have identified needs for additional equipment and expendable supplies for several sections of our department, and services. You have notified us that there is \$150,000 in temporary salary savings. We are asking your approval of the attached budget adjustments for a total of \$93,950 to purchase the one-time expenditure items and services listed below.

• Body bags (One year's supply - \$18,000)

Our office began using body bags in 2006 after Dr. Dolinak became Chief Medical Examiner. Since then, we have funded these from temporary salary savings from our department. We requested funding in FY09 as an ongoing expense and were directed by PBO to use temporary salary saving from this fiscal year to cover the cost of body bags for next year.

Body bags are used to preserve evidence on the body, maintain the dignity of the decedent and contain body fluids during transport (which limits the risk of exposure).

• Cadaver Transport Contract (\$25,450)

Our cadaver transport contract went out for bid this year. As a result, our cost of transport per decedent increased from \$175 to \$195. In addition, we are projecting a higher number of deaths in Travis County this year than last year. We are requesting that we use our salary savings to cover the projected increases through the rest of this fiscal year. This is also an on-going expense that we covered with temporary salary saving during the last fiscal year.

• Laboratory and morgue expendable supplies (\$38,000)

In 2006 as part of our NAME accreditation process, our office adopted processes and procedures to improve the quality of the services we provide. As a result, the supplies that we use in the laboratory and morgue have increased since 2006. In 2007, we covered the additional

expenses with our temporary salary savings. The sophisticated laboratory equipment we use requires expensive reactive and reagents to run the necessary tests. We are running more tests on more cases, which is one of the reasons why we continue to need additional resources for supplies. In addition, our office is using the correct PPE (Personal Protective Equipment), including gowns, gloves, protective eye coverings, etc. Our staff has significantly increased since 2006, the caseload has increased, and as a result, more PPE is being utilized. Other morgue supplies that we order that are included in this request are specimen containers, needles, blades, beakers, chemicals, evidence bags, formalin, shoe covers, bleach, sponges, soap, buckets, etc.

• Recruiting and relocation expenses for new doctors (\$12,500)

We currently have two vacancies: the Deputy Chief Medical Examiner and a Deputy Medical Examiner position. We currently have funds to cover for three interviews and to cover for one physician to relocate to Austin. These additional funds will allow us to bring in four additional doctors for interviews (for a total of seven) and provide relocation expenses for both vacant positions. Due to the shortage of forensic pathologists in the country, it is important that we stay competitive in the market. Relocation expenses provide a significant incentive to potential candidates.

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Budget adjustment number 11563 has been submitted transferring temporary salary savings to our operating budget to pay for the remaining items listed above. Your approval of this budget adjustment will enable our department to operate through this fiscal year.

Your assistance is greatly appreciated. If you have any questions, please contact me at 854-6885.

Budget Adjustment: 11563

| Fyr _ Budget Type: 2008-Reg | Author: 38 - DUNN, DARLENE | Created: 7/23/2008 12:24:01 PM |
|-----------------------------|----------------------------------|--------------------------------|
| PBO Category: Transfer | Court Date: Tuesday, Aug 12 2008 | Dept: MEDICAL EXAMINER |
| Just: CommCodeRq | EOY purchases. | |

| From Account | Acct Desc | Project | Proj Desc | Amount |
|-------------------|----------------------------|---------|-----------|--------|
| 001-3810-572-0701 | REG SALARIES-PERMNT EMPL | | | 93,950 |
| | | | | 93,950 |
| To Account | | Project | | Amount |
| 001-3810-572-3051 | DENTAL, MEDICAL, SAFETY EQ | | | 30,480 |
| 001-3810-572-3053 | LABORATORY EQUIP & SUPP | | | 25,520 |
| 001-3810-572-6099 | OTHER PURCHASED SERVICES | | | 25,450 |
| 001-3810-572-6405 | EMPL RELOC EXPENSE | | | 7,500 |
| 001-3810-572-7522 | EMPLOYMENT RECRUITING | | | 5,000 |
| | | | | 93,950 |

| Approvals | Dept | Approved By |
|------------|------|------------------|
| Originator | 38 | DARLENE DUNN |
| DepOffice | 38 | ELIZABETH DEVERY |

-

Date Approved 8/5/2008 10:30:23 AM 8/7/2008 9:23:43 AM

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PLANNING AND BUDGET OFFICE TRAVIS COUNTY, TEXAS

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

MEMORANDUM

- TO: Members of Commissioners Court
- **FROM:** Diana A. Ramirez, Sr. Budget Analyst

Dalame

DATE: July 29, 2008

RE: Request by Facilities Management to Transfer Savings of \$49,324 from the Post Road Remodel Project to a New Project to Correct Architectural Barriers Act (ABA) Issues at the Heman Marion Sweatt (HMS) Courthouse

Facilities Management is requesting the transfer of \$49,324 in actual savings from the Post Road Remodeling Project to a new corrective project for the Heman Marion Sweatt Courthouse. A review by the Texas Department of Licensing and Regulation (TDLR) identified various areas in the HMS Courthouse that do not comply with Chapter 469 of the Texas Government Code related to the Architectural Barriers Act. The letter from the TDLR advising the county of the barriers indicates that the letter does not address requirements of the Americans with Disabilities Act.

Of the 22 original violations cited by the TDLR inspector, only five remain to be done. These remaining violations, however, require FMD to contract for the minor construction work using one of the Minor Construction Job Order Contracts. PBO has verified that the source of funding consists of actual savings. PBO recommends Commissioners Court approval of this request to ensure that the physical modifications are completed as soon as possible.

cc: Rodney Rhoades, Leroy Nellis, Jessica Rio, PBO Roger El-Khoury, John Carr, Amy Lambert, Amy Draper, FMD Alicia Perez, Lynn Harper, Admin Ops



FACILITIES MANAGEMENT DEPARTMENT Roger A. El Khoury, M.S, P.E., Director



1010 Lavaca Street, Suite 400 • P.O. Box 1748, Austin, Texas 78767 8hqpn (刻2) 8新49513 ax: (512) 854-9226

MEMORANDUM -

TRAVIS COUNTY PLANNINGEMIDDET DEGREETCCH-63-08F-4R File: 102

TO: Rodney Rhoades, Executive Manager, Planning and Budget Office

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

FROM: John F. Carr, Administrative Director

DATE: July 21, 2008

SUBJECT: Funding Issue – Heman Marion Sweatt Courthouse – Various ADA Issues

Facilities Management Department (FMD) requests your support in obtaining authorization to use \$49,324 in savings from the completed Drug Court Renovation at Post Road project to address various Americans with Disabilities Act (ADA) issues at the HMS Courthouse. The Drug Court Renovation project (KPR002) included \$400,081 of CAR funding in the FY08 budget. FMD completed the project and \$49,324 of the CAR funding in 001-1405-821-8102 remains available. FMD requests transfer of these savings to 001-1405-822-5004 as per budget adjustment #11510.

Texas Department of Licensing and Regulation (TDLR) identified various ADA issues at the Courthouse. These ADA issues include items associated with upgrades to make certain restrooms fully ADA compliant, and to provide the required accessible access route. Savings being requested to be reallocated will permit correction of these ADA issues.

FMD requests your support in obtaining approval for this funding request at the August 5, 2008 voting session. FMD will complete the necessary design and execute the corrections using one of the Minor Construction Job Order Contracts. Funding for this project will be encumbered in August 2008. Your support in obtaining approval of this request is appreciated. Please direct any questions to Roger at 44579 or to John at 44772.

ATTACHMENTS:

- 1. TDLR ltr, January 8, 2008
- 2. TDLR ltr, March 8, 2006

COPY TO:

Alicia Perez, Executive Manager, Administrative Operations Amy Draper, CPA, Financial Manager, FMD Amy Lambert, R.A., Project Manager, FMD Diana Ramirez, Senior Budget Analyst, PBO Last Updated 08-08-08 at 2:30 pm



TEXAS DEPARTMENT OF LICENSING AND REGULATION

Houston Regional Office 5425 Polk Street, Suite G40 Houston, Texas 77023 (713)924-6300 fax (713) 921-3106 San Antonio Regional Office 1/1% 321 Center Street, Suite W-101 San Antonio, Texas 78202 (210)-223-68665 fax (210)-223-6604 IRAVIS COUNTY-FMD RECEIVED

Tiffany please 10+

JAN 1 0 2008

JAN-08-2008

TRAVIS COUNTY ROGER EL KHOURY 1010 LAVACA, SUITE 400 AUSTIN, TX 78701

Re: HEMAN MARION SWEATT TRAVIS CO COURTHOUSE 1000 GUADALUPE STREET AUSTIN, TX 78701

EABPRJA8000020

Dear Sir / Madam

The referenced facility has been inspected and found not to be in compliance with some of the provisions of the Architectural Barriers Act, Texas Government Code, Chapter 469.

The non-complying items noted on the enclosed inspection report must be corrected and verification of completed corrections (in writing) must be furnished to this office within 90 days from the date of this letter. If compliance can not be accomplished within the specified time, please contact this office as soon as possible.

Please note, this determination does not address the requirements of the Americans with Disabilities Act (ADA), (P.L. 101-336), or any other state, local or federal requirement. For information on the ADA, please contact the United States Department of Justice, Civil Rights Division at (202)514-0301.

If you have any questions concerning the results of the inspection, or the requirements of the Architectural Barriers Act, or if you are not the owner of record for this facility, contact HOLLY R. RESPONDEK at () -

Please reference the EABPRJ number in all future correspondence pertaining to this project.

Enclosure: Inspection Report

:536

Holly 832-524-3887 Al-Cratic 2 1. J.

TEXAS DEPARTMENT OF LICENSING AND REGULATION

T.A.S. INSPECTION WORKSHEET Article 9102, T.C.S.

PROJECT NO.: EABPRJA8000020 INSPECTION : EAB20080693151 REVISION OF: EAB2008069190R PAGE: 1

PROJECT:HEMAN MARION SWEATT TRAVIS CO COURTHOUSEFACILITY:HEMAN MARION SWEATT TRAVIS CO COURTHOUSEOWNER:TRAVIS COUNTYARCHITECT:TRAVIS CO FACILITIES MANAGEMENTINSPECTOR:RESPONDEK, HOLLY R.

DATE: 12/12/07

UNACCEPTABLE

UNACCEPTABLE

4.4 PROTRUDING OBJECTS

4.4.1 General

We the space (see Fig. 8(e)).

***VIOLATION: ON THE 5TH FLOOR, THE DRINKING FOUNTAIN LOCATED ON THE ACCESSIBLE ROUTE TO THE WOMEN'S RESTROOM PROTRUDES 18-1/2" INTO THE ACCESSIBLE ROUTE, WITH LOWEST EDGE NOT CANE DETECTABLE AT 28".

4.6 PARKING AND PASSENGER LOADING ZONES

4.6.1 Minimum Number

Parking spaces required to be accessible by 4.1 shall comply with 4.6.2 through 4.6.5. Passenger loading zones required to be accessible by 4.1 shall comply with 4.6.5 and 4.6.6.

***VIOLATION: THREE STREET ACCESSIBLE PARKING SPACES ARE PROVIDED FOR FACILITY. NO VAN ACCESSIBLE SPACES ARE PROVIDED AS REQUIRED.

4.6.2 Location



Accessible parking spaces serving a particular building shall be located on the shortest accessible route of travel from adjacent parking to an accessible entrance. In parking facilities that do not serve a particular building, accessible parking shall be located on

PROJECT NO.: EABPRJA8000020 INSPECTION : EAB20080693151 REVISION OF: EAB2008069190R PAGE : 2

PROJECT: HEMAN MARION SWEATT TRAVIS CO COURTHOUSE FACILITY: HEMAN MARION SWEATT TRAVIS CO COURTHOUSE INSPECTOR: RESPONDEK, HOLLY R.

DATE: 12/12/07

the shortest accessible route of travel to an accessible pedestrian entrance of the parking facility. In buildings with multiple accessible entrances with adjacent parking, accessible parking spaces

shall be dispersed and located closest to the accessible parking spaces ***VIOLATION: ACCESSIBLE PARKING IS NOT PROVIDED IN THE RESERVED (EMPLOYEE) PARKING LOT, AS REQUIRED PER TAS 4.1.2(5) (a). ACCESSIBLE PARKING IS REQUIRED TO BE PROVIDED IN EACH TYPE OF PARKING AREA, IN CONFORMANCE WITH TABLE 2. PER TAS TABLE 2, A MINIMUM OF ONE SPACE IS REQUIRED FOR A TOTAL OF 1 TO 25 SPACES, AND A MINIMUM OF TWO ACCESSIBLE SPACES IS REQUIRED FOR A TOTAL OF 25 TO 50 SPACES ACCESSIBLE SPACES IS REQUIRED FOR A TOTAL OF 25 TO 50 SPACES IN LOT.

(1) Parallel Parking

Parallel parking is discouraged unless it can be situated so that persons entering and exiting vehicles will be out of the flow of traffic. If parallel parking is located on a street, driveway, or any other area where vehicular traffic exists, the space shall be designed and located so that users are out of the flow of traffic (see Figure 9(a)).

***VIOLATION: THERE IS A DESIGNATED ACCESSIBLE SPACE PROVIDED ON GUADALUPE STREET. IT IS A PARALLEL SPACE THAT DOES NOT PROVIDE SPACE FOR ENTERING AND EXITING THE VEHICLE. (IT IS THE SAME WIDTH AS REGULAR STREET PARKING). REFER TO TAS FIG. 9(a).

UNACCEPTABLE

4.7 CURB RAMPS

4.7.6 Built-up Curb Ramps

Built-up curb ramps shall be located so that they do not project into vehicular traffic lanes or into spaces that would interfere with persons entering or exiting parked or standing vehicles (see Fig. 13).

***VIOLATION: BUILT UP CURB RAMP IS PROVIDED FOR TWO 10TH STREET PARKING SPACES ON THE SOUTH SIDE OF BUILDING. THIS CURB RAMP PROJECTS INTO THE ACCESS AISLE FOR THE PARKING SPACES, WHICH IS NOT PERMITTED.

UNACCEPTABLE

4.8.4 Landings

Ramps shall have level landings at bottom and top of each ramp and each ramp run. Landings shall have the following features:

(1) Width

4.8 RAMPS

The landing shall be at least as wide as the width of the ramp run leading to it.

(2) Length



PROJECT NO.: EABPRJA8000020 INSPECTION : EAB20080693151 REVISION OF: EAB2008069190R PAGE: 3

PROJECT: HEMAN MARION SWEATT TRAVIS CO COURTHOUSE FACILITY: HEMAN MARION SWEATT TRAVIS CO COURTHOUSE INSPECTOR: RESPONDEK, HOLLY R.

DATE: 12/12/07

The landing length shall be a minimum of 60 in (1525 mm) clear.

(4) Doorways

If a doorway is located at a landing, then the area in front of the doorway shall comply with 4.13.6.

***VIOLATION: RAMP PROVIDED AS THE ONLY ACCESSIBLE ENTRANCE ON THE NORTH SIDE OF FACILITY DOES NOT HAVE A CLEAR LANDING AT THE TOP OF THE RAMP. AN EXISTING DOOR/GATE OPENING OF IS LOCATED IN WHAT SHOULD BE THE 5' LONG TOP LANDING.

UNACCEPTABLE

Variance

4.10 ELEVATORS

4.13 DOORS

4.10.9 Floor Plan of Elevator Cars



The floor area of elevator cars shall provide space for wheelchair users to enter the car, maneuver within reach of controls, and exit from the car. Acceptable door opening and inside dimensions shall be as shown in Fig. 22. The clearance between the car platform sill and the edge of any hoistway landing shall be no greater than 1-1/4 in (32 mm).

***VIOLATION: THREE CENTRAL ELEVATORS ACT AS THE ACCESSIBLE ROUTE TO ALL LEVELS OF THE FACILITY. ELEVATOR FLOOR PLANS ARE 62" WIDE BY 42-1/2" DEEP, WHERE MINIMUM CAB REQUIREMENTS PER FIGURE 22 ARE 68" WIDE BY 51" DEEP. AT LEAST ONE ACCESSIBLE ROUTE IS REQUIRED TO BE PROVIDED TO THE ALTERED AREAS ON THE 4TH AND 5TH FLOORS.

UNACCEPTABLE

4.13.6 Maneuvering Clearances at Doors

Minimum maneuvering clearances at doors that are not automatic or power-assisted shall be as shown in Fig. 25. The floor or ground area within the required clearances shall be level and clear.

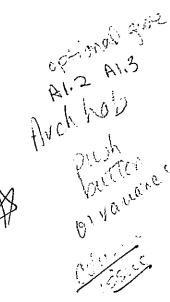
EXCEPTION: Entry doors to acute care hospital bedrooms for in-patients shall be exempted from the requirement for space at the latch side of the door (see dimension "x" in Fig. 25) if the door is at least 44 in (1120 mm) wide.

***VIOLATION: 18" IS REQUIRED AND NOT PROVIDED ON THE PULL SIDE OF WOMEN'S RESTROOM 430 DOOR. REFER TO TAS FIGURE 25(a) PULL SIDE.

***VIOLATION: DOOR AT MEN'S RESTROOM 429 DOES NOT PROVIDE 12" CLEAR ON THE PUSH/LATCH SIDE OF DOOR, AS REQUIRED PER TAS FIGURE 25(a) PUSH SIDE. DOOR HAS BOTH A CLOSER AND A LATCH. WISEX SIGN NOT YET

4.13.9 Door Hardware

Handles, pulls, latches, locks, and other operating devices on accessible doors shall have a shape that is easy to grasp with one hand and does not require tight grasping, tight pinching, or twisting



MOUNTED.

PROJECT NO.: EABPRJA8000020 INSPECTION : EAB20080693151 REVISION OF: EAB2008069190R PAGE: 4

PROJECT: HEMAN MARION SWEATT TRAVIS CO COURTHOUSE HEMAN MARION SWEATT TRAVIS CO COURTHOUSE FACTLTTY INSPECTOR: RESPONDEK, HOLLY R.

DATE: 12/12/07

of the wrist to operate. Lever-operated mechanisms, push-type mechanisms, and U-shaped handles are acceptable designs. When sliding doors are fully open, operating hardware shall be exposed and usable from both sides. Hardware required for accessible door passage shall be mounted no higher than 48 in (1220 mm) above finished floor.

***VIOLATION: KNOB HARDWARE IS PROVIDED ON DOOR 514, WHERE LEVER OR OTHER EASY TO GRASP SHAPE IS REQUIRED.

4.13.11 Door Opening Force

The maximum force for pushing or pulling open a door shall be as follows:

(1) Fire doors shall have the minimum opening force allowable by the appropriate administrative authority.

- (2) Other Doors.
 - (a) exterior hinged doors: (Reserved).
 - (b) interior hinged doors: 5 lbf (22.2N)
 - (c) sliding or folding doors: 5 lbf (22.2N)

These forces do not apply to the force required to retract latch bolts or disengage other devices that may hold the door in a closed position.

***VIOLATION: 17 POUNDS OF FORCE IS REQUIRED TO OPEN DOOR 514, WHERE A MAXIMUM OF FORCE OF 5 POUNDS IS REQUIRED.

4.16 WATER CLOSETS

4.16.5 Flush Controls

Flush controls shall be hand operated or automatic and shall comply with 4.27.4. Controls for flush valves shall be mounted on the wide side of toilet areas no more than 44 in (1120 mm) above the floor.

***VIOLATION: THE FLUSH CONTROL IN WOMEN'S 430 IS LOCATED ON THE NARROW SIDE OF WATER CLOSET, WHERE REQUIRED TO BE ON THE WIDE SIDE.

4.17 TOILET STALLS

4.17.2 Water Closets

Water closets in accessible stalls shall comply with 4.16.

*** VIOLATION: WOMEN'S 430 WATER CLOSET IS LOCATED 11" FROM SIDE WALL (GRAB BAR) TO THE CENTER OF WATER CLOSET, WHERE REQUIRED TO BE 18" TO THE CENTER OF WATER CLOSET.

Grab bars complying with the length and positioning shown in Fig. 30(a), 30(b), 30(c), and 30(d) shall be provided. Grab bars may be mounted with any desired method as long as they have a gripping surface at the locations shown and do not obstruct the required clear

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UNACCEPTABLE

VARIATION: W (GRAB BAR) TO TH THE CENTER OF WAY ANCH LAND . 4.17.6 Grab Bars

PROJECT NO .: EABPRJA8000020 INSPECTION : EAB2008069315I REVISION OF: EAB2008069190R 5 PAGE:

HEMAN MARION SWEATT TRAVIS CO COURTHOUSE PROJECT: HEMAN MARION SWEATT TRAVIS CO COURTHOUSE FACILITY: INSPECTOR: RESPONDEK, HOLLY R.

DATE: 12/12/07

floor area. Grab bars shall comply with 4.26.

***VIOLATION: IN WOMEN'S RESTROOM 430, NO REAR GRAB BAR IS PROVIDED, AS REQUIRED. THE SIDE GRAB BAR EXTENDS TO 30" FROM THE REAR WALL, WHERE REQUIRED TO EXTEND TO A MINIMUM OF 52".

***VIOLATION: IN MEN'S RESTROOM 429, NO REAR GRAB BAR IS PROVIDED, AS REQUIRED. THE SIDE GRAB BAR EXTENDS TO 30" FROM THE REAR WALL, WHERE REQUIRED TO EXTEND TO A MINIMUM OF 52".

UNACCEPTABLE 4.19 LAVATORIES AND MIRRORS

4.19.4 Exposed Pipes and Surfaces

Hot water and drain pipes under lavatories shall be insulated or otherwise configured to protect against contact. There shall be no sharp or abrasive surfaces under lavatories.

***VIOLATION: PIPES UNDER LAVATORIES IN WOMEN'S 430 AND MEN'S 429 ARE NOT INSULATED OR OTHERWISE PROTECTED FROM CONTACT, AS REQUIRED.

4.22 TOILET ROOMS

Toilet facilities required to be accessible by 4.1 shall comply with

4.22.1 Minimum Number Toilet facilities required to be accessible by 4.1 shall comply wit 4.22. Accessible toilet rooms shall be on an accessible route. ***VIOLATION: 5TH FLOOR ALTERATIONS AFFECT PRIMARY FUNCTION (REMOV WALL AT OFFICE 500B), THEREFORE RESTROOMS SERVING ALTERED AREA ARE REQUIRED TO COMPLY WITH TAS. 5TH FLOOR RESTROOMS DO NOT PROVIDE ACCESSIBLE STALLS, URINALS OR LAVATORIES AND DO NOT PROVIDE PROPER MANEUVERING CLEARANCES AT DOORS. SIGNAGE ON 5TH FLOOR RESTROOM DOC INDICATE "HANDICAP RESTROOM LOCATED ON LEVELS 2 & 4". PROVIDING ALTERNATE RESTROOMS CAN ONLY BE REVIEWED THROUGH THE VARIANCE PROCE IF THE 5TH FLOOR RESTROOMS CANNOT BE BROUGHT INTO COMPLIANCE. ***VIOLATION: 5TH FLOOR ALTERATIONS AFFECT PRIMARY FUNCTION (REMOVED MANEUVERING CLEARANCES AT DOORS. SIGNAGE ON 5TH FLOOR RESTROOM DOORS ALTERNATE RESTROOMS CAN ONLY BE REVIEWED THROUGH THE VARIANCE PROCESS,

4.22.3 Clear Floor Space

The accessible fixtures and controls required in 4.22.4, 4.22.5, 4.22.6, and 4.22.7 shall be on an accessible route. An unobstructed turning space complying with 4.2.3 shall be provided within an accessible toilet room. The clear floor space at fixtures and controls, the accessible route, and the turning space may overlap, however; the only turning space provided shall not be located within a stall.

***VIOLATION: WOMEN'S 430, THE ONLY TURNING SPACE PROVIDED IS LOCATED WITHIN THE STALL, WHERE REQUIRED TO BE PROVIDED IN THE AREA OUTSIDE THE STALL.

4.24 SINKS

4.24.5 Clear Floor Space

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PROJECT NO .: EABPRJA8000020 INSPECTION : EAB20080693151 REVISION OF: EAB2008069190R PAGE : 6

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PROJECT: HEMAN MARION SWEATT TRAVIS CO COURTHOUSE FACILITY: HEMAN MARION SWEATT TRAVIS CO COURTHOUSE INSPECTOR: RESPONDEK, HOLLY R.

DATE: 12/12/07

dme NOTE 344080 1 3.0 + 1 3.1 + 3.2

J K1.6 A1.7

A clear floor space at least 30 in by 48 in (760 mm by 1220 mm) complying with 4.2.4 shall be provided in front of a sink to allow forward approach. Sinks installed in alcoves deeper than 24 in require additional maneuvering area (see Figure 4(e)). The clear floor space shall be on an accessible route and shall extend a maximum of 19 in (485 mm) underneath the sink (see Fig. 32).

***VIOLATION: SINK PROVIDED IN ROOM 204 PROVIDES A TOE CLEARANCE THAT EXTENDS 5-1/4' ABOVE THE FLOOR. SINK PROVIDED IN ROOM 327 HAS TOE CLEARANCE OF 4-1/2" ABOVE THE FLOOR. PER TAS FIGURE 32, A MINIMUM OF 9" CLEAR IS REQUIRED ABOVE THE FLOOR.

AVCANOD. ***VIOLATION: SINK PROVIDED IN ROOM 500F PROVIDES ONLY A 22-3/4" WIDE CLEAR FLOOR SPACE, WHERE A MINIMUM WIDTH OF 30" IS REQUIRED. oping. 21-4" 3-1 "/4"

Hot water and drain pipes exposed under sinks shall be insulated or otherwise configured so as to protect against contact. There shall be no sharp or abrasive surfaces under sinks.

V Sinh fifts and *** VIOLATION: SINK PROVIDED IN ROOM 500F DOES NOT PROVIDE PIPE Clocked W [protection, as required. - No model taking place \$12008 UNACCEPTABLE 4.30 SIGNAGE

4.30.6 Mounting Location and Height

Where permanent identification is provided for rooms and spaces, signs shall be installed on the wall adjacent to the latch side of the door. Where there is no wall space to the latch side of the door, including at double leaf doors, signs shall be placed on the nearest adjacent wall. Mounting height shall be 60 in (1525 mm) above the finish floor to the centerline of the sign. Mounting location for such signage shall be so that a person may approach within 3 in (76 mm) of signage without encountering protruding objects or standing within the swing of a door (see Fig. 43(e)).

***VIOLATION: SIGNAGE IS PROVIDED ON DOOR 514, WHERE REQUIRED TO BE PROVIDED ON THE WALL ADJACENT TO THE LATCH SIDE OF DOOR.

OWO# 3440TS Cancelled 348124

1 4.1 + 4.2

FEXAS DEPARTMENT OF LICENSING AND REGULATION

Houston Regional Office 5425 Polk Street, Suite G40 Houston, Texas 77023 (713)924-6300 fax (713) 921-3106 San Antonio Regional Office 321 Center Street, Suite W-101 San Antonio, Texas 78202 (2IRAWBCOUNTY223FMD) RECEIVED

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MAR-08-200

TRAVIS COUNTY FACILITIES MANAGEMENT DEPT CAROLYN O'HARA, PROJECT MANAGE 1010 LAVACA ST. AUSTIN, TX 78701

EABPRJA5838375

Re: TRAVIS COUNTY COURTHOUSE 1ST FLOOR DISTRICT CLERK REMODEL 1000 GUADALUPE ST. AUSTIN, TX 78701

Dear Sir / Madam

The referenced facility has been inspected and found not to be in compliance with some of the provisions of the Architectural Barriers Act, Texas Government Code, Chapter 469.

The non-complying items noted on the enclosed inspection report must be corrected and verification of completed corrections (in writing) must be furnished to this office within 90 days from the date of this letter. If compliance can not be accomplished within the specified time, please contact this office as soon as possible.

Please note, this determination does not address the requirements of the Americans with Disabilities Act (ADA), (P.L. 101-336), or any other state, local or federal requirement. For information on the ADA, please contact the United States Department of Justice, Civil Rights Division at (202)514-0301.

If you have any questions concerning the results of the inspection, or the requirements of the Architectural Barriers Act, or if you are not the owner of record for this facility, contact ROBERT SIMPSON at (210)223-6866.

Please reference the EABPRJ number in all future correspondence pertaining to this project.

Enclosure: Inspection Report

:565

Last Updated 08-08-08 at 2:30 pm

TEXAS DEPARTMENT OF LICENSING AND REGULATION

T.A.S. INSPECTION WORKSHEET Article 9102, T.C.S.

PROJECT NO.: EABPRJA5838375 INSPECTION : EAB20060650451 REVISION OF: EAB2006064996R PAGE: 1

PROJECT:1ST FLOOR DISTRICT CLERK REMODELFACILITY:TRAVIS COUNTY COURTHOUSEOWNER:TRAVIS COUNTY FACILITIES MANAGEMENT DEPTARCHITECT:TRAVIS CO. FACILITIES MANAGEMENT DEPT.INSPECTOR:SIMPSON, ROBERT

DATE: 03/02/06

UNACCEPTABLE

4.3 ACCESSIBLE ROUTE

4.3.1 General

All walks, halls, corridors, aisles, skywalks, tunnels, general circulation routes, and other spaces that are part of an accessible route shall comply with 4.3.

*** VIOLATION ***

NO FULLY COMPLIANT ACCESSIBLE ROUTE IS PROVIDED FROM THE ACCESSIBLE PARKING SPACES ON GUADALUPE ST. TO THE ALTERED AREA AS REQUIRED. SEE 4.6.1; 4.7.1; AND 4.8.2 BELOW.

(5) Vehicle Hazards

Accessible routes shall be located so that users are not required to wheel or walk behind parked vehicles (except the one they operate or in which they are a passenger) or in traffic lanes.

(1) Parallel Parking

Parallel parking is discouraged unless it can be situated so that persons entering and exiting vehicles will be out of the flow of traffic. If parallel parking is located on a street, driveway, or any other area where vehicular traffic exists, the space shall be designed and located so that users are out of the flow of traffic (see Figure 9(a)).

4.6.3 Parking Spaces

Accessible parking spaces shall be at least 96 in (2440 mm) wide. Parking access aisles shall be part of an accessible route to the building or facility entrance and shall comply with 4.3. Two accessible parking spaces may share a common access aisle (see Fig. 9b). Parked vehicle overhangs shall not reduce the clear width of an accessible route. Parking spaces and access aisles shall be level

PROJECT NO.: EABPRJA5838375 INSPECTION : EAB20060650451 REVISION OF: EAB2006064996R PAGE: 2

| PROJECT : | 1ST FLOOR DISTRICT CLERK REMODEL |
|------------|----------------------------------|
| FACILITY: | TRAVIS COUNTY COURTHOUSE |
| INSPECTOR: | SIMPSON, ROBERT |

DATE: 03/02/06

with surface slopes not exceeding 1:50 (2%) in all directions.

*** VIOLATION ***

SIXTEEN ACCESSIBLE PARKING SPACES ARE PROVIDED IN THE LOT ADJACENT TO THE ALTERED BUILDING. NONE ARE DESIGNATED ACCESSIBLE. DESIGNATED ACCESSIBLE PARKING SPACES ON GUADALUPE ST. (PARALLEL PARKING) DO NOT PROVIDE ACCESS AISLES OR CURB RAMPS AS REQUIRED. USERS MUST UNLOAD IN THE FLOW OF TRAFFIC. SEE 4.3.1(5) ABOVE.

UNACCEPTABLE 4.7 CURB RAMPS

4.7.1 Locations

Curb ramps complying with 4.7 shall be provided wherever an accessible route crosses a curb.

*** VIOLATION ***

CURB RAMPS ARE NOT PROVIDED AT THE CURB ON GUADALUPE ST. TO SERVE DESIGNATED ACCESSIBLE PARKING SPACES.

UNACCEPTABLE 4.8 RAMPS

4.8.2 Slope and Rise

The least possible slope shall be used for any ramp. The maximum slope of a ramp in new construction shall be 1:12. The maximum rise for any run shall be 30 in (760 mm) (see Fig. 16). If it is technically infeasible because of space limitations for curb ramps and ramps to be constructed on existing sites or in existing buildings with a slope of 1:12 or less, ramps may have slopes and rises as allowed in 4.1.6(3)(a).

*** VIOLATION ***

THE RAMP SERVING THE ACCESSIBLE ENTRANCE TO THE COURTHOUSE HAS A RUNNING SLOPE OF 11.1% FOR THE FIRST SEVEN FEET FROM THE TOP LANDING. NOWHERE SHALL THE RUNNING SLOPE EXCEED 8.33%.

UNACCEPTABLE

4.16 WATER CLOSETS

4.16.2 Clear Floor Space

Clear floor space for water closets not in stalls shall comply with Fig. 28. Clear floor space may be arranged to allow either a left-handed or right-handed approach.

*** VIOLATION ***

AT ACCESSIBLE WATER CLOSETS IN THE MEN'S AND WOMEN'S TOILET ROOMS SERVING THE ALTERED AREA, PAPER SEAT COVER DISPENSERS ARE MOUNTED 1 1/2" ABOVE THE REAR GRAB BARS. PER FIG. 28, ONLY GRAB BARS AND TOILET COMPLIANT PAPER DISPENSERS SHALL BE MOUNTED WITHIN THE CLEAR FLOOR SPACE OF THE ACCESSIBLE WATER CLOSETS. UNACCEPTABLE

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Budget Adjustment: 11510

| Fyr_Budget Type: 2008-Reg | Author: 14 - DRAPER, AMY | Created: 7/21/2008 10:52:39 AM | |
|---------------------------|--|--------------------------------|--|
| PBO Category: Transfer | Court Date: Tuesday, Aug 12 2008 | Dept: FACILITIES MANAGEMENT | |
| Just: Newbudget | Transfer savings from Post Road Ph 2/Drug Court project to the HMS Courthouse to correct AE issues | | |

| From Account | Acct Desc | Project | Proj Desc | Amount |
|---------------------------------------|---------------------------|---------|-------------------|--------|
| 001-1405-821-8102 | PURCHSD SERV-BLDG IMPROVM | KPR002 | POST ROAD REMODEL | 49,324 |
| | | | | 49,324 |
| To Account | | Project | | Amount |
| 001-1405-822-5004 | REPRS-BLDG STRUCT & EQUIP | | | 49,324 |
| · · · · · · · · · · · · · · · · · · · | | | | 49,324 |

ApprovalsDeptApproved ByOriginator14AMY DRAPERDepOffice14AMY DRAPER

Date Approved 7/21/2008 2:24:59 PM 7/21/2008 2:25:00 PM

- Deri 8/8/08

| Amount | Dept Transferred Into | Date | Explanation | |
|--|--|---------------------------------|--|--|
| \$4,254,933 | | | Beginning Balance | |
| (\$9,414) (\$350,000) | Facilities TNR | 10/2/07 10/10/07 | Lease Contracts, Drug Court and Parking Eastside Service Center | |
| (\$20,000) (\$10,000) (\$32,879) | Records Management Records Management Constable Pct. 2 | 10/16/07 10/16/07 11/6/07 | | |
| (\$5,400) | Medical Examiner | 11/8/07 | Parking Leases | |
| (\$36,000) | County Attorney | 11/13/07 | Legal Services - Hamilton Pool | |
| (\$35,000) | Facilities | 11/27/07 | Earnest money for Building Purchase | |
| (\$160,000) | TNR | 11/30/07 | Park Rangers Mobile Data Computers | |
| (\$19,900) | EMS | 12/11/07 | Line Item Correction | |
| (\$1,796) | Constable Pct. 1 | 1/15/08 | POPS Promotion | |
| (\$25,000) | TNR | 2/12/08 | Envision Central Texas | |
| (\$802,500) | Facilities | 2/19/08 | Purchase Bldg 5335 Airport Blvd. | |
| (\$5,520) | PBO | 3/11/08 | Executive Manager Recruitment | |
| (\$2,000) | Records Management | 4/8/08 | Partial Use of Internet Live Streaming Earmark | |
| (\$34,620) | General Admin | 4/15/08 | Travis Central Appriasal Dist. 3rd Qtr. Fees | |
| (\$74,452) | PBO | 4/22/08 | Establ Temp Slot, Exec Mgr. PBO Succession | |
| \$802,500 | Facilities | 5/12/08 | Reimbursement 910 Rusk Bldg Purchase | |
| (\$5,000) | Medical Examiner | 5/13/08 | Medical Examiners Accreditation Expense | |
| (\$46,000) | Facilities | 5/27/08 | CJC 3rd Floor Moves | |
| (\$110,000) | Emergency Services | 6/10/08 | Fuel STAR Flight | |
| (\$450,000) | TNR | 6/10/08 | Centralized Fuel | |
| (\$12,000) | County Attorney | 7/15/08 | Outside Counsel | |
| (\$24,999) | TNR | 7/22/08 | Technical Correction to Interlocal Agreement | |
| \$2,784,953 | Current Balance | | | |

AZ,784,953 Current Balance
 Possible Euture Expenses Against Allocated Reserve Proviously Identified:

| Amount | Explanation | | | |
|---------------|--|--|--|--|
| (\$23,050) | Cadaver Transport Increase | | | |
| (\$8,000) | Accreditation & Equipment Expenses | | | |
| (\$15,000) | Secure Shredding | | | |
| (\$23,000) | Channel 17 Webstream | | | |
| (\$20,000) | Hazmat contracted disposal services | | | |
| (\$30,000) | ISM Software Licenses for phone | | | |
| (\$75,000) | Indigent Attorney Fees | | | |
| (\$250,000) | Indigent Attorney Fees | | | |
| (\$40,000) | Offsite Storage | | | |
| (\$182,875) | County Court at Law #8 | | | |
| (\$112,000) | CSCD Day Treatment Center Lease | | | |
| (\$100,000) | Civil Courthouse Planning/Programming | | | |
| (\$500,000) | Capital Murder Case Costs | | | |
| (\$250,000) | Additional Indigent Attorney Fees (markup) | | | |
| (\$80,000) | FACTS Data Mgmt | | | |
| (\$100,000) | Inmate Psychiatric Services | | | |
| (\$1,808,925) | Total Possible Future Expenses (Earmarks) | | | |
| \$976,028 | Remaining Allocated Reserve Balance After Possible Future Expenditures | | | |

Last Updated 08-08-08 at 2:30 pm Capital Acquisition Resources Account Reserve Status (001-9800-981-9891)

| Amount | Dept Transferred Into | Date | Explanation | | | |
|---------------|----------------------------------|----------|--|--|--|--|
| \$4,206,937 | | | Beginning Balance | | | |
| (\$1,942,798) | ITS | 10/2/07 | Tiburon Ver. 7 Upgrade | | | |
| (\$4,519) | Constable Pct. 2 | 11/6/07 | IT & Office Equipment & Furniture | | | |
| \$230,840 | ŢNR | 11/13/07 | | | | |
| (\$9,900) | Facilities | 11/27/07 | | | | |
| \$26,500 | TNR | 11/27/07 | | | | |
| (\$250,000) | TNR | 11/30/07 | Blake-Manor Rd Hike & Bike | | | |
| \$19,900 | EMS | 12/11/07 | Line Item Correction | | | |
| (\$33,057) | Tax | 12/18/07 | Remittance Processing Device (RPD) replacement | | | |
| (\$40,530) | Facilities | 1/15/08 | Post Road - Elevator Emergency Repairs | | | |
| (\$87,166) | Facilities | 2/12/08 | Gault/CJC Complex Chiller Emergency Repair | | | |
| (\$2,000,000) | Facilities | 2/19/08 | Purchase Bldg 5335 Airport Blvd | | | |
| (\$1,106) | Constable Pct. 3 | 4/8/08 | Technical Correction | | | |
| (\$38,660) | Facilities | 4/15/08 | Security Fencing @ 5335 Airport Blvd. | | | |
| \$1,140,298 | ITS | 4/9/08 | Reimbursement Resolution-Tiburon Ver. 7 | | | |
| (\$10,078) | Facilities | 5/13/08 | Security Fencing @ 5335 Airport Blvd. | | | |
| (\$190,619) | TNR | 5/16/08 | Replacement Vehicles | | | |
| (\$27,000) | Тах | 5/27/08 | FACTS Software Upgrade | | | |
| (\$550,000) | Facilities | 5/27/08 | Pct. 2 Office Building | | | |
| (\$275,000) | Facilities | 6/10/08 | ITS Disaster Recovery Center | | | |
| (\$25,000) | Facilities | 6/24/08 | Eastside Service Center Security Items | | | |
| (\$84,375) | Criminal Courts | 6/24/08 | County Court at Law #8 Sound System | | | |
| (\$37,419) | TNR | 8/5/08 | Replacement Vehicles | | | |
| \$17,248 (| \$17,248 Current Reserve Balance | | | | | |

Possible Future Expenses Against CAR Identified During the FY07 Budget Process:

| Amount | Explanation |
|------------|--|
| (\$12,000) | Constable Pct. 2 - Vehicle Furnishings |
| (\$13,620) | District Clerk - Records Tracking - Printers |
| (\$25,620) | Total Possible Future Expenses (Earmarks) |

(\$8,372) Remaining CAR Balance After Possible Future Expenditures

Last Updated 08-08-08-08-08-09 Compensation Reserve Status (001-9800-981-9803)

| Amount | Dept Transferred Into | Date | Explanation |
|----------|-------------------------|------|-----------------------------------|
| \$83,430 | | | Beginning Balance - Green Circles |
| | | | 1 1 |
| | | | |
| | | | |
| \$83,430 | Current Reserve Balance | | |

Jail Overcrowding Reserve Status (001-9800-981-9813)

| Amount | Dept Transferred Into | Date | Explanation |
|-------------|-------------------------|----------|------------------------------|
| \$453,040 | | | Beginning Balance |
| (\$103,400) | Sheriff | 11/27/07 | Out-of-County Inmate Housing |
| \$349,640 | Current Reserve Balance | | |

Juvenile Justice TYC (001-9800-981-9829)

| Amount | Dept Transferred Into | Date | Explanation |
|-----------|-------------------------|------|-------------------|
| \$750,000 | | | Beginning Balance |
| | | | |
| | | | |
| \$750,000 | Current Reserve Balance | | |

Psychiatric Services Sheriff Status (001-9800-981-9835)

| Amount | Dept Transferred Into | Date | Explanation |
|-------------|-------------------------|---------|-----------------------------|
| \$100,000 | | | Beginning Balance |
| (\$100,000) | Sheriff | 1/29/08 | Inmate Psychiatric Services |
| | | | |
| | | | |
| \$0 0 | Current Reserve Balance | | |

Annualization Reserve Status (001-9800-981-9890)

| Amount | Dept Transferred Into | Date | Explanation | |
|-----------|-----------------------|------|-------------------|--|
| \$653,176 | | | Beginning Balance | |
| , , | | | 0 0 | |
| | | | | |
| | | | | |
| | | | | |

\$653,176 Current Reserve Balance

| | Unallocated Reserve | status (001) | -9800-981-9898) |
|---------------|-------------------------|--|-----------------------------------|
| Amount | Dept Transferred Into | Date | Explanation |
| \$40,355,884 | | 5 | Beginning Balance |
| (\$2,325,000) | Facilities | 10/2/07 | Property at 910 Lavaca |
| (\$3,483,000) | Facilities | 12/4/07 | Reimbursement Resolution for |
| • | • | | Eastside Serv Ctr, CJC/Gault and |
| | | | SMART Treatment Fac. |
| \$673,000 | Facilities | 4/2/08 | Reversal of Reimbursement Resolu. |
| \$2,325,000 | Facilities | 4/21/08 | Reimbursement Resolution for |
| | | | property at 910 Lavaca |
| \$1,810,000 | Facilities | 5/28/08 | Reimbursement Resolution for CJC |
| | | | 3rd Floor Renovations |
| \$1,000,000 | Facilities | 6/9/08 | Reimbursement Resolution for , |
| | | | CJC/Gault |
| \$40,355,884 | Current Reserve Balance | Constant of the second se | |

Unallocated Reserve Status (001-9800-981-9898)

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Please consider the following item for: 8-12-08

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 application to the Corporation for National and Community Service for Health and Human Services RSVP Program to support a portion of staff's salary and program operations.
- b) Approve grant contract with the Texas Task Force on Indigent Defense to continue Mental Health Public Defenders Office grant in FY 09.
- c) Approve grant contract with National Institute of Corrections for Offender Workforce Development Specialist Training Program in Criminal Justice Planning.
- d) Approve grant contract with Texas Department of Family and Protective Services for Health and Human Services to be reimbursed for expenditures under Title IV-E of the Federal Social Security Act.
- e) Approve grant contract with the Office of Attorney General for Juvenile Probation to promote compliance with Travis County court orders regarding child access and visitation.
- f) Approve grant contract with the Office of the Governor's Criminal Justice Division for Civil Courts to create and implement a Family Drug Treatment Court program for child welfare involved parents with substance abuse 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 <u>Human Resources Department (854-9165)</u> A change in your department's personnel (reclassifications, etc.) <u>Purchasing Office (854-9700)</u>
- Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

_____Contract, Agreement, Policy & Procedure

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8/12/2008

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.

| | | | Grant | Grant | County | Indirect | | | |
|--------|--------------|---|--------------------------|-------------|-----------|----------|------------|--------------|--------|
| | Dept | Grant Title | Period | Amount | Match | Costs | FTEs Notes | Notes | Page # |
| App | Applications | SUC | | | | | | | 1. AQ |
| ø | 58 | 58 RSVP | 10/1/2008 - 9/30/2000 | \$61,281.00 | | | 0.5 | 1 | 10 |
| Con | Contracts | | 1007 100 11 | | | | | | |
| q | 55 | Travis County Mental health Public Defenders Office | 10/1/2008 - 9/30/2000 | \$375,000 | \$250,000 | | 8 | 6 | 56 |
| S | 55 | Offender Workforce Development Specialist Training Program | 9/15/2008 - 3/15/2010 | \$25,000 | | | | 1 | 66 |
| p | 58 | Title IV-E Child Welfare Services | 9/1/2008 - 9/30/2009 | \$78,709 | | | | 1 | 131 |
| e | 45 | Access and Visitation | 09/1/2008 - 8/31/2010 | \$52,248 | \$5,540 | | | - | 142 |
| Ł | 22 | 22 Drug Court (State) Program | 9/1/2007 - 8/31/2008 | \$84,419.75 | | | 1 | 1 | 182 |
| Notes: | .S. | | | | | | | | |

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.

| | | Ŭ | Grant | 0 | County | Local | | Cm. Ct. Approval |
|----------|--|-------|-----------|----------------|-----------|------------|-----------|---------------------|
| Dept | Dept Name of Grant | v | Amount | | Match | (Donation) | FTE_{s} | Date |
| 24 | Formula Grant - Indigent Defense Grants Program | ى⇔ | 424,700 | | | | | 10/2/2007 |
| 49 87 | Hazard Mitigation Grant for DR-1709 | | \$588,307 | • • | \$196,102 | | | 11/6/2007 |
| 00 | 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 | ى | 31,356 | | x | | | 1/2/2008 |
| 45 | Juvenile Accountability Block Grant (JABG)- Discretionary Funds Drug Court/In-Home Family Services Grant | ى | 177,686 | € | 19,743 | | 0.25 | 1/29/2008 |
| 45 | Juvenile Accountability Block Grant (JABG)- Local Funds-Juvenile Assessment Center Grant | €7 | 80,889 | (9) | 8,988 | | 1.5 | 1/29/2008 |
| 45 | Victims of Crime Act (VOCA) | ى | 24,906 | ى | 6,227 | | 0.5 | 1/29/2008 |
| 40 | Supervised Visitation and Safe Exchange Grant | € | 133, 333 | | | | | 2/12/2008 |
| 19 | Underage Drinking Prevention Program | ى | 177,976 | ₩ | 107,282 | | ŝ | 2/12/2008 |
| 23 | Project Safe Neighborhoods | ى | 2,500 | | | | | 2/12/2008 |
| 24 | | €7 | 188,474 | | | | Ţ | 2/19/2008 |
| 19 | С | ى | 90,000 | | \$48,462 | | 0 | 2/26/2008 |
| 37 | TXDOT Selective Traffic Enforcement Program - FY 2009 STEP Wave | \$47∓ | 19,997 | | \$3,816 | | | 3/4/2008 |

| 0007/1/6 | 3/4/2008 | 3/11/2008 | 3/11/2008 | 3/25/2008 | 3/25/2008 | 4/1/2008 | 4/1/2008 | 4/1/2008 | 4/8/2008 | 4/15/2008 | 4/15/2008 | 4/15/2008 4/15/2008 | 4/15/2008 | 4/15/2008 |
|--|--|--|---------------------------|-------------------------------|--|--|-----------------------|--|--|--|---------------------------------|---|--|---|
| | | | 3 | | | | | | 8 | 12 | · | 15 | , | 7 |
| \$4,500 | \$4,500 | | | | | \$50,000 | | | | | | | | |
| | | | | \$91,203 | | \$950,000 | \$2,770 | \$60,215 | \$250,000 | \$315,608 | | \$230,886 | | |
| | | 28,000 | 400,000 | 489,937 | 106,905 | 1,000,000 | 27,527 | 60,215 | 375,000 | 655,094 | 11,665 | 230,020 7,500 | 2,000 | 15,000 |
| | | \$ | ى | ∽ | € | ∽ | \$ | \$ | \$ | ⇔ | \$∕9- 1 | ∳ ∳ | ⇔ | \$9 |
| Grant - | ant - | rention | | | ning | rban | | rant | nders | ft | | aces | g | tion |
| Commute Solutions Innovative Grant - Rideshare Incentives | Commute Solutions Innovative Grant - Rideshare Website Portal | Juvenile Justice and Delinquency Prevention (JJDP)-Intensive In-Home Family Services Grant | Juvenile Drug Court Grant | Parenting in Recovery Project | 2007 Law Enforcement Terrorism Planning Program Grant | Milton Reimers Ranch Park - TPWD Urban Outdoor Recreation Grant | Access and Visitation | Emergency Management Performance Grant | Travis County Mental Health Public Defenders Office | SCATTF - Sheriff's Combined Auto Theft Task Force | USDA School Commodities Program | Americorps Help America Vote Act Making Polling Places Accessible | Help America Vote Act Provide the Same Opportunity for Access and Participation to Individuals with Disabilities | Help America Vote Act Grant Texas Election Administration Management "TEAM" Compatibility Grant Award Agreement |

| 37 | State Criminal Alien Assistance Program - SCAAP 08 | √ \$ \$ | \$ 49,894,309 | | | | 4/29/2008 |
|----|--|-----------------------|--------------------|--------------|----------|----------------|----------------------|
| | Mental Health Court Expansion- Collaborative Opportunities for Positive Experiences (COPE) | \$ | 200,000 | \$50,434 | | 1.5 | 4/29/2008 |
| | TCEQ LIRAP Local Initiative Projects 2008 Phase XXVI Emergency Food and Shelter Program #08104 | ₩ ₩ | 373,217 101,533 | \$373,217 | | | 5/6/2008 5/6/2008 |
| | SVCI (Seniors and Volunteers for Childhood Immunization) | | | | \$4,000 | 0.25 | 5/6/2008 |
| | RSVP | \$ | 61,281 | | | 0.5 | 5/6/2008 |
| | Residential Substance Abuse Treatment | ⇔ | 109,356 | \$36,452 | | 0 | 5/13/2008 |
| | Office of Parental Representation | ى | 150,000 | \$53,446 | | 3 | 5/13/2008 |
| | Office of Child Representation | ⇔ | 150,000 | \$53,446 | | 3 | 5/13/2008 |
| | Target - Law Enforcement Grant | | | | \$2,000 | | 6/10/2008 |
| | Del Valle Composting Grant FY09 Regional Solid Waste Grants Program | ∳ | 28,653 | | | | 6/10/2008 |
| | Offender Workforce Development Specialist Training Program | ₩ | 25,000 | | | | 6/17/2008 |
| | A Cultural Resources Survey of Rural Properties in Northeast Travis County | ى | 5,000 | \$5,000 | | | 6/17/2008 |
| | Strengthening Youth Mentoring Through | | | | | | |
| | Community Partnerships COPS FY 2008 Technology Program - Firing | | \$500,000 | | | 1 | 6/17/2008 |
| | Range Phase II | | \$350,738 | | | | 6/24/2008 |
| | Project Safe Neighborhoods | | \$117,582 | | | ~~~ | 7/1/2008 |
| | 2008 Byrne Justice Assistance Grant (JAG) | | \$70,002 | | | | 7/1/2008 |
| | | | \$23,800 | \$23,800 | | | 7/8/2008 |
| | Drug Court Program | | \$84,420 | \$0 | | 1 | 7/22/2008 |
| - | Total Outstanding | \$ 21 | 57,758,435 | \$ 2,947,312 | \$65,000 | 54.25 | |

| | I he following is a list of grants that have been received by Travis County since October 1, 2007 | ve been received by | Travis County. | since October 1, 200 | 7 | | |
|----------|---|--|-------------------------|---------------------------|-------------------|-------|-------------------------|
| | | | | | | | Cm. Ct. |
| Dept | Dept Name of Grant | Grant Amount | County Match | Local Funds (Donation) | Indirect Costs | FTF.s | Approval Date |
| 58 37 | AmeriCorps 2007 Byrme Lustice Accietance Court A.C. | | \$223,358 | | | 16 | 10/2/2007 |
| 55 | Travis County Mental Health Public Defenders Office | \$ 203,846 \$ 500,000 | \$125,000 | | | × | 10/9/2007 10/16/200 |
| 49 19 | FY 07 HCP Land Acquisition Assistance Family Violence Accelerated Prosecution Propram | \$ 5,742,500 \$ 90,837 | \$1,914,167 \$63.260 | , | | c | 10/16/200 |
| 23 24 | Project Safe Neighborhoods | * 20,00 \$ 95,000 * 270,011 | 007,004 | | | | 11/13/200 11/13/200 |
| 45 | Juvenile Assessment Center [Juvenile Accountability Block Grant (JABG)-Local Funds] | 100,04180,943 | \$8,994 | | | ← ← | 11/13/200 |
| 45 | Drug Court/In-Home Family Services Grant [Juvenile Accountability Block Grant (JABG)-Discretionary Funds] | \$ 117,500 | \$13,056 | | | | 11/20/200 |
| 45 | Juvenile Justice and Delinquency Prevention (JJDP)- Intensive In-Home Family Services Grant | \$ 41,818 | | | | | 11/20/2007 |
| 22 37 | Drug Court (State) Program 2007 State Criminal Alien Assistance Program | <pre>\$ 100,000 \$1,224,221</pre> | | | | | 11/20/2007 12/4/2007 |

F 11 1 to that he is a list of follomin. H.

FY 2008 Grants Approved by Commissioners Court

Last Updated 08-08-08 at 2:30 pm 01 07 07 07 01 2007 $\overline{0}$ 12/11/200712/4/20071/29/20081/15/20081/29/20082/19/2008 1/2/20080.5 2 ~~~

\$ 14,837

\$36,452

\$427,700 \$109,356

Formula Grant-Indigent Defense Grants Program

Residential Substance Abuse Treatment

45

58

45

Parenting in Recovery Project

LIHEAP Weatherization Assistance program

58 24

\$201,192

\$145,942

DOE Weatherization Assistance Program Amendment

(SCAAP)

58

\$88,000

\$500,000

\$41,800

Court Order Parent Education Project (COPE)

\$5,696

\$56,958

| 2/26/2008 | Last Update 3/4/2008 | 4/8/2008 80 p | 4/8/2008 ac 4/15/2008 m m | 4/15/2008 4/22/2008 5/20/2008 5/20/2008 |
|---|---|---|--|---|
| | | 0.25 | | |
| | | | | |
| \$500,000 | | | \$1,000 | |
| | \$139,980 | | \$3,000 | \$23,800 |
| \$500,000 | \$250,000 | \$8,424 | \$6,000 \$240,000 | \$400 \$23,800 \$11,665 \$25,817 |
| Travis Co. East Metropolitan Park, TPWD Project #50. 00338-Amendment | Northridge Acres Non-Border Colonia Fund Application Non-Border Colonia Fund, Texas Community Development Program, Office of Rural Community Affairs | SVCI (Seniors and Volunteers for Childhood Immunization) | Manor Historic Resources Survey National School Lunch Program/School Breakfast Program | Global Youth Services Day Mini Grant Retired and Seniors Volunteer Program (RSVP) USDA School Commodities Program SAVNS Statewide Automated Victim Notification Service |
| 49 | 49 | 58 | 17 45 | 45 58 45 12 |

| | | Original | - | Ē | Total | Cm. Ct. |
|-------|--|--------------|---------------------------|---------|-----------------------------------|------------------|
| Dept | Dept Name of Grant | Amount | Amendment Amount | Revised | I otal FTEs Revised Associated | Approval Date |
| * 58 | * 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 | Total Outstanding | \$ 1,219,572 | \$ 1,219,572 \$ 2,125,693 | ' ∽ | 1.00 | |

* Original Grant Column shows Beginning FY'08 Amount

7

FY 2008 Grants Summary Report

Amended Grant Applications

| Report |
|----------|
| Summary |
| Grants ! |
| FY 2008 |

Permission to Continue

| Cm. Ct. Approval Date for Continuation | 10/9/2007 | 10/30/2007 | 10/30/2007 | 1/15/2008 | 2/19/2008 |
|---|----------------------------|----------------------------|--|--|----------------------------------|
| Cm. Ct. Original Approval Date | FY 2002 | FY 2002 | 10/16/2007 | 9/4/2007 | |
| Total FTEs | 1 | 1 | ∞ | 3 | 2 |
| Continuation Amount Total | \$160,041 | \$160,041 | 88,748 | 278,726 | |
| CO | | | € | € | |
| Original Original Grant County Mmount Match | | | | \$ 107,282 | |
| Original Grant Amount | | | | \$ 171,443 | \$ 187,470 |
| Name of Dept Grant | 24 Drug Diversion Court | 24 Drug Diversion Court | 55 Travis County Mental Health Public Defenders Office | 19 Underage Drinking Prevention Program | 22 Drug Court (State) Program |

| 6/24/2008 | 7/22/2008 |
|--|---|
| ~ 1 | 16 32.00 |
| | \$0 \$ 461,706 16 56 \$ 116,276 \$ 1,149,262 32.00 |
| | ∽ ∽ |
| \$ 8,994 | \$0 \$116,276 |
| \$ 80,943 \$ | \$ - \$ 439,856 |
| 45 Juvenile Accountability Block Grant (JABG)-Local Funds-Juvenile Assessment Center Grant | 58 Americorps \$ - Total Outstanding \$ 439,8 |

9

GRANT SUMMARY SHEET

| Check One: | A | Application Approval: | \boxtimes | Permission to Cont | inue: |
|-----------------|--------|-----------------------|-------------|---------------------|--|
| | | Contract Approval: | | Status Report: | |
| Department/Divi | ision: | Travis County Health | n and Human | Services and Vetera | ns Service |
| Contact Person: | | John C. Bradshaw | | | ······································ |

| Contact Person: | John C. Bradsnaw |
|-----------------|---------------------|
| Title: | Contract Specialist |
| Phone Number: | 854-4277 |

| Grant Title: | RSVP | | ······································ | |
|---------------|-----------------|--------------------|--|-----------|
| Grant Period: | From: | 10/1/2008 | To: | 9/30/2009 |
| Grantor: | Corporation for | National and Commu | unity Service | 111700121 |

| Check One: | New: | Continuation: | Amendment: |
|------------------|-----------------|---------------|------------|
| Check One: | One-Time Award: | Ongoing Av | ward: 🛛 |
| Type of Payment: | Advance: | Reimburser | nent: 🛛 |

| Grant Categories/ Funding Source | Federal Funds | State Funds | Local Funds | County Match | In-Kind | TOTAL |
|-------------------------------------|------------------|----------------|----------------|-----------------|---------|--------|
| Personnel: | 38,991 | | | | | 38,991 |
| Operating: | 22,290 | | | | | 22,290 |
| Capital Equipment: | | | | | | 0 |
| Indirect Costs: | | | | | | 0 |
| Total: | 61,281 | 0 | 0 | 0 | 0 | 61,281 |
| FTEs: | 0.50 | | | | | 0.50 |

| Performance Measures | Projected FY 08 Measure | Progress To Date: | | | | Projected FY 09 Measure |
|---|-------------------------------|--------------------------|-------------|-------------|---------|-------------------------------|
| Applicable Depart. Measures* | 12 | 12/31/07 | 3/31/08 | 6/31/08 | 9/30/08 | |
| Number of volunteers | 1100 | 866 | 939 | 994 | | 1100 |
| Number of volunteer hours | 225,000 | 62,459 | 127,270 | 198,025 | | 225,000 |
| Estimated savings to taxpayers | \$3,462,750 | \$961,244 | \$1,958,685 | \$3,047,605 | | \$3,462,750 |
| Measures For Grant | | | | | | |
| The grant measures are the same as the department measures. | | | | | | |
| · · · · · · · · · · · · · · · · · · · | | | | | | |

*The performance measure totals are cumulative.

| Auditor's Office Approval: 🛛 | Staff Initials: | |
|----------------------------------|-----------------|--|
| Auditor's Office Comments: EH | | |
| | | |

PBO Recommendation:

Health and Human Services requests Commissioners Court approval of a grant application for the RSVP program from the Corporation for National and Community Service. The grant provides \$61,281 in resources to support the Retired Seniors Volunteer Program. These funds pay a portion of the RSVP staff's salary with the remainder being used to support the program's operations.

The grant requires a 10% county match for the grant that is met through the department's existing budget. No additional funds are required.

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 Retired Senior Volunteer Program uses grant money from the Corporation for National and Community Service to help pay salary and operating expenses. RSVP provides valuable volunteer services to the residents of Travis County in such areas as health and nutrition, education, public safety and human needs. Current level of service includes recruiting 1100 volunteers who will donate 225,000 hours for savings of more than \$3,400,000 to county taxpayers. This grant enhances the current activities of RSVP.

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

This grant provides approximately 18% of the RSVP budget. The grant requires a 10% cash match of \$6,128 from the General Fund. The General Fund budget for RSVP more than covers the match requirement.

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 county is required to provide a 10% (\$6,128) cash match. This is more than covered by the current RSVP budget. No additional funds are required.

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

The current indirect cost rate assigned to TCHHSVS by the consultant Maximus is .4548. At this rate, the cost for grant administration would be \$27,871. The grant budget is divided into two major categories: personnel expenses and volunteer expenses. The money cannot be taken from volunteer expenses because the grantor requires that at least 25% of the grant be spent in this

area. If the money is taken from personnel expenses, there is not enough money elsewhere in the RSVP budget to cover the shortfall that would result.

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.

RSVP is federally mandated through the Older Americans Act. The RSVP program would have to seek funding from other sources, including the General Fund, if the Corporation for National and Community Service reduced or discontinued this grant.

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

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 Corporation for National and Community Service grant provides funding to help RSVP achieve the performance measures described on page 1. The grant measures are the same as the department measures.



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:July 30, 2008TO:Members of the Commissioners Court

FROM:

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

SUBJECT: RSVP Grant Application to Corporation for National and Community Service

Proposed Motion:

Consider and take appropriate action to approve a \$61,281 grant application by RSVP to the Corporation for National and Community Service for FY'09.

Summary and Staff Recommendation:

Grant funds from the Corporation for National and Community Service (CNCS) help pay for RSVP salary and operating expenses. Grant funds from CNCS and other sources make up approximately 25% of the RSVP budget. The remaining 75% comes from the Travis County General Fund.

CNCS provides two grants for Travis County RSVP: the \$61,281 grant and another one for \$23,800 which is passed through the Texas Department of Aging and Disability Services (DADS).

TCHHSVS staff recommends approving this application.

Budgetary and Fiscal Impact:

The FY'09 grant is \$61,281. Travis County is required to provide a 10% cash match. This is more than covered by the current RSVP budget. No additional funds or staff are required. This grant follows the county fiscal year (10/1/08 – 9/30/09).

Issues and Opportunities:

Grant funds from CNCS help RSVP provide valuable services to the residents of Travis County in such areas as health and nutrition, education, public safety and economic development. These funds will help RSVP maintain its current level of service for FY'09. Current level of service includes recruiting 1,100 volunteers who will donate 225,000 hours for savings of more than \$3,400,000 to county taxpayers.

Background:

The RSVP Program is mandated by the Older Americans Act as a way to provide volunteer opportunities for adults 55 years old and older. CNCS has funded RSVP since 1975.

Cc: Deborah Britton, Division Director, Community Services, TCHHSVS Fred Lugo, Manager, RSVP 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



PART I - FACE SHEET

| APPLICATION FOR FEDERAL ASSISTANCE Modified Standard Form 424 (Rev.02/07 to confirm to the Corporation's eGrants System) | | | System) | 1. TYPE OF SUBMISSION: Application X Non-Construction | | |
|---|------------------------|---|--|--|---|---------------------------------------|
| 2a. DA TE SUBMITTED TO CORPOR FOR NA TIONAL AND COMMUNITY SERVICE (CNCS): | | 3. DATE RECEIVED BY STATE: 4. DATE RECEIVED BY FEDERAL AGENCY: | | STATE APPLICATION IDENTIFIER: | | |
| 2b. APPLICATION ID: 09SR091281 | 4. DATE | | | FEDERAL IDENT | IFIER: | |
| 5. APPLICATION INFORMATION | . J 11 | | | 08SRWTX002 | | |
| LEGAL NAME: Travis County Depa | irtment of Human Serv | ices the | NAMEANDCO | | ON FOR PROJECT DIRECTO | |
| DUNS NUMBER: 030908842 | | | PERSON TO B area codes): | E CONTACTED ON N | ATTERS INVOLVING THIS , | R OR OTHER APPLICATION (give |
| ADDRESS (give street address, city, state, zip code and county): PO Box 1748 | | NAME: Fred Lugo | | | | |
| Austin TX 78767 - 1748 | | | | UMBER: (512) 854 | -4105 | |
| County: Travis | | | | (512) 854-4131 | | |
| | | | | | d.lugo@co.travis.tx.us | |
| EMPLOYER IDENTIFICATION NUME 746000192 | 3ER <u>(</u> EIN): | | 7. TYPE OF AP | PLICANT: | | |
| | | | | ernment - County ernment, Municipal | | |
| TYPE OF APPLICATION (Check ap | propriate box). | | | с., милкіраі | | |
| | NEW/PREVIOUS GRA | NTEE | | | | |
| | AMENDMENT | | | | | |
| Amendment, enter appropriate lette | r(s) in box(es): | | | | | |
| A UGMENTATION B. BUDG | ET REVISION | | | | | |
| NO COST EXTENSION D. OTHER | (specify below); | | | | | |
| | | | 0.000 | | | |
| | | | 9. NAME OF FED | DERAL AGENCY: | | |
| a. CATALOG OF FEDERAL DOMES | | | | | al and Community | Service |
| b. TITLE: Retired and Senior Volum | teer Program | 3ER: 94.002 | 11.a. DESCRIPTIV | E TITLE OF APPLICA | NT'S PROJECT: | |
| AREAS AFFECTED BY PROJECT (I | | | Travis County RSVP | | | |
| Travis County, Texas | La Chies, Counties, St | ates, etc): | 11.6. CNCS PROC | GRAM INITIA TIVE (IF | ANY): | |
| PROPOSED PROJECT: START DA | TE: 10/01/07 EN | VD DATE: 09/30/10 | | | | |
| ESTIMATED FUNDING: Year #: 2 | | | 14. CONGRESSIO | | a.Applicant TX 21 | b.Program TX 21 |
| a. FEDERAL | | | 16. IS APPLICATIC ORDER 12372 PRO | IN SUBJECT TO REVI | EW BY STATE EXECUTIVE | |
| | \$ 61,281. | 00 | | 0200; | | |
| APPLICANT | \$ 384,628. | 00 | | | ICATION WAS MADE AVAI RDER 12372 PROCESS FOR | LABLE |
| . STATE | \$ 23,800.0 |)0 | | ON: | | ۲ |
| LOCAL | \$ 348,404.0 | 10 | DATE: | | | |
| OTHER | | | A NO. PROGRAM | M IS NOT COVERED I | BY E.O. 12372 | |
| PROGRAMINCOME | | 0 | | | | |
| TOTAL | \$ 0.00 | | 17. IS THE APPLICA | NT DELINQUENT ON | ANY FEDERAL DEBT? | |
| O THE BEST OF NY KNOW | \$ 445,909.0 | | | if "Yes," attach an | explanation. X NO | C |
| | BODY OF THE APPLI | IN THIS APPLICATION/F | REAPPLICATION AR | E TRUE AND CORREC | CT, THE DOCUMENT HAS B | EEN |
| PED NAME OF AUTHORIZED REPRE | SENITATIVE: | r | | - | ASSURANCES IF THE ASS | ISTANCE |
| d Lugo | ASCALLY | b. TITLE: Project Director | | | C. TELEPHONE NUMBER: | |
| INA TURE OF AUTHORIZED REPRES | ENTATIVE | | | | (512) 854-4105 | |
| 2 | | | | | e. DA TE SIGNED: | |
| amuel T. Bisc avis County Jud | nvo | | an a | | | · · · · · · · · · · · · · · · · · · · |
| | ve | | | | | |

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Narratives

Strengthening Communities

Travis County, established in 1938, covers an area of 989 square miles and can be divided into three sections: the hill country to the west, the flatlands to the east, and the highly populated section in between. The most recent demographic data indicates that the overall population increase between 2002 and 2005 was 4.2%, or 35,700 additional residents. In 2005, the total number of Travis County residents was 866,349.

90% of the population is 59 and younger. Children 18 and under, make up the largest age group in the county (25% of the total population). Persons 45 -- 64 years old increased by almost 12% from a 2002 population of 167,258 to 187,241 in 2005. This age group makes up 22% of the population. The smallest portion is the elderly, those greater than 65, who make up 7% of the population.

The number of Hispanic residents in Travis County continues growing at a faster rate than other ethnicities. In 2005, 32% of the total population (866,349) identified as Hispanic or Latino, compared with 30% of the population (830,649) in 2002.

While the number of residents identifying "White-alone" or African-American as their racial background have both grown slightly in the period from 2002-05 (by 3,776 and 1,635 respectively), these two groups represent smaller percentages of the total population: "White-alone" has declined from 58% to 53%, the Black or African American population has remained relatively unchanged, slipping only from 7.8% (65,449 residents) in 2002 to 7.7% (67,084) in 2005.

In 2005, the annual income of an estimated 135,240 Travis County residents fell below the poverty level (\$9,570 for an individual and \$19,350 for a family of four).

Narratives

- Travis County's poverty rate (15.7%) is higher than the national percentage of individuals living below the poverty line (13.3%) but significantly lower than the Texas estimate (17.6%).

- Of the estimated 211,768 children in Travis County, 44,463 (21.0%) were living at or below the Federal Poverty Line in 2005.

- The percentage of families with children under 18 years of age living in poverty increased 7% over the last four years.

While the number and percent of children in poverty followed a downward trend from 19.5% (39,498) in 2002 to 12.7% (27,594) in 2004, 2005 data reveals a significant increase to 21.0% (44,463 children). While this increase does not follow American Community Survey trends, it is consistent with school data on children eligible for free or reduced lunch programs. During the four-year period of 2002-2005, Texas Education Agency data show a 26% increase in the number of economically disadvantaged students in Travis County.

Latinos continue to have the highest number of people living in poverty followed by Whites, Blacks and Asians. This trend remained consistent from 2002 to 2005 regardless of sampling size.
ACS indicates a significant increase from 2004 to 2005 in the number of Asian and Black people (3832 and 9078, respectively) living in poverty.

Travis County RSVP will provide volunteer support to public, non-profit, and proprietary health-care organizations located in Travis County. RSVP, in partnership with volunteer stations and volunteer connector organizations, will leverage its existing capacity as the county's leader in older adult volunteer service to implement strategies that will have a positive impact in desired areas of service. Locally, desired community impact service areas are identified through a community partnership of

Narratives

community service providers, funders, business leaders, and community representatives collectively known as the Community Action Network. These issue areas and community needs are also identified through the categorical service model established by the Corporation for National and Community Service, and the Corporation's strategic plan. The primary issue areas that RSVP proposes to address include health and human services, education, environment, public safety, and community and economic development. These issue areas were selected for two reasons. First, there is documented need in Travis County within these areas. Second, program resources, including volunteers, can be most effective in addressing specific needs to service gaps in the areas identified within. Two strategies of primary importance that RSVP proposes to address include: engaging more baby boomers in volunteer service and leveraging volunteers to build the capacity of nonprofit organizations. These two areas were selected because of documented need and the Corporation's focus in these areas. RSVP will implement plans focused on fundraising, volunteer recruitment, and systems or process development and management to make an even more profound difference.

Ensuring community-wide awareness of RSVP will focus on repositioning RSVP as more meaningful to volunteers, particularly baby boomers, and increasing visibility and improving public awareness of the project. To accomplish this, RSVP will implement new branding communication strategies; capitalize on community events; and draw public awareness to RSVP, volunteers and their service, as well as to specific projects. Public outreach methods will include the dissemination of information about project successes through press releases, soliciting interviews and coverage of the project. Print media outreach will be maintained in area news publications and the RSVP newsletter. PSAs and brief local coverage will be aired on local networks and stations. Speaking engagements to civic organizations, retiree groups, faith-based groups, and corporate employee volunteer programs will be scheduled. Additionally, a web site will be maintained that provides information about the program

Narratives

and project success.

Community groups in which older adult service is represented and is integrated in planning initiatives or potential plans include the Community Action Network and the Area Agency on Aging. The Community Action Network reports and makes recommendations on strategies to address various community needs. RSVP staff will participate in planning initiatives and collaborate with agencies that work with the Community Action Network (City, County, United Way, foundations, business sector) to integrate older adult volunteer service into their plans for meeting community needs. The AAA is responsible for developing an area-wide plan for addressing specific issues pertaining to aging. RSVP will partner with agencies that address issues in the AAA plan to integrate RSVP volunteers in their agency plan for meeting community needs. RSVP will also serve in an advisory capacity for councils, organizations, or committees that promote older adult service as a means to more effectively address community needs, e.g. Austin Groups for the Elderly, the Texas Senior Advocacy Coalition, and the Aging Services Council.

Recruitment and Development

According to a Corporation for National and Community Service study released in 2007, Austin, Texas came in third on the list of cities that lead the country in volunteerism. The study attributes high volunteerism to shorter commutes and a high concentration of nonprofits. Researchers also said that higher education levels increase civic involvement. Given this research, RSVP aims to increase volunteering in Travis County and attract baby boomers by:

- providing a greater variety of opportunities that appeal to a wide range of volunteers age 55 and older through its internal programs and volunteer stations;

- developing volunteer opportunities that are based on location, i.e. geographically based;
- developing volunteer opportunities that require specific skills and education;

Narratives

- developing volunteer opportunities that develop additional skills;

- providing educational opportunities in partnership with community institutions, organizations, and agencies;

- providing more appealing recruitment incentives; and

- partnering with volunteer connector organizations to strengthen the culture of responsibility and service, and to develop and implement specific projects that address community needs.

RSVP's internal processes to ensure a high quality volunteer experience will also include developing service descriptions that specify the duties of the volunteers, providing orientation, offering training and skill development, and supervising volunteers.

Stations will be asked to describe how the volunteer's service affects the station's ability to accomplish their goals. Understanding the role between volunteer, service delivery, and achieving program outcomes enables stations to more effectively communicate the importance of volunteer service to funders, service recipients, program advocates, and the volunteer. Having a clear understanding of one's functions and impact will enable the volunteer to reflect on the importance of their service and the effect it has in their own life. Also, RSVP will highlight the meaning of service by mentioning program accomplishments and success stories in the program's newsletter and website.

RSVP will facilitate leadership development and address member's needs by soliciting periodic feedback from volunteers about their service, concerns, and ideas on how to strengthen their volunteer experience. RSVP staff will seek feedback on an ongoing basis every time personal contact is made with a volunteer. Formally, this will be accomplished by issuing an annual survey to volunteers.

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Staff considers four primary factors that help target program recruitment efforts: the type of volunteer activity, the level of experience needed, the skills required, and physical requirements. Recruitment vehicles will include presentations, fairs and expos, broadcast and written media, online recruitment, recruitment incentives, and collaborations with other volunteer connector organizations as follows: 1) RSVP will conduct four recruitment presentations/quarter through corporate volunteer programs, corporate retirement meetings and preretirement workshop, faith-based organizations, civic organizations, senior centers, and community-based agencies, 2) RSVP will participate in 1 fair/qtr, 3) RSVP will advertise the need for volunteers and opportunities in the RSVP newsletter, 4) RSVP will write 1 article/quarter for newspaper publication, 5) RSVP will make 2 broadcast media appeals for volunteers/year, 6) RSVP will annually solicit input from other volunteers and Advisory Council members for recruitment plans, 7) RSVP will sponsor an annual membership drive for RSVP volunteers, 8) RSVP will utilize an online volunteer application, as well as volunteer opportunity search engine, 9) RSVP will promote member benefits through volunteer connector organizations.

Strategies for retention include: 1) providing orientation to all new members, 2) sending welcome cards to new members, 3) conducting follow-up with volunteers one month after recruitment, 4) conducting follow-up with volunteers one month after placement to ensure satisfaction with their assignment, 5) reviewing hours reported monthly to identify volunteers that are not reporting, 6) making personal contact with those volunteers who are not reporting, 7) contacting volunteers once every six months to stimulate interest in upcoming events, programs, and volunteer opportunities, and 7) developing educational, social, and cultural activities for members.

Formal recognition will occur at an annual banquet. Volunteers will be honored for their service to

Narratives

the community, recognized for the length and amount of service. Also, RSVP will print one volunteer spotlight/month in the RSVP newsletter, submit volunteer spotlights to local newspapers quarterly, and nominate volunteers for community service awards.

Training and technical assistance will be provided as follows. Project staff: 2 staff development opportunities/year. Volunteers: orientation and training by project or station staff. Station supervisor: orientation to clarify roles and responsibilities, training as needed. Community groups: training on partnership and collaboration development, program development, and orientation to RSVP.

Program Management

Critical community needs have been identified in Travis County through a partnership of community service providers, funders, business leaders, and community representatives collectively known as the Community Action Network (CAN). RSVP will identify agencies that address community needs by referencing CAN documents. RSVP will also rely on agencies to make known their role in providing services that address community needs. Agencies will utilize volunteers to implement strategies that have a positive impact in achieving their program goals or address their needs. RSVP will collaborate with eligible service providers to develop plans and service opportunities that address specific community needs. The management of volunteer stations will be based on agreements maintained in a Memorandum of Understanding and in documents that describe relationships between partner agencies in community need areas. Other applicable management issues, such as training and supervision will be provided by the volunteer station.

Assessment will be conducted through qualitative and quantitative measurement. Qualitative measurement: surveys will be distributed annually to volunteers to determine program satisfaction. Quantitative measurement: PFI programs will track units of service or other specific measures

Narratives

monthly. RSVP staff will work in collaboration with partner agencies to collect relevant data. Assessment and evaluation of information will be conducted bi-annually by an Advisory Council committee or review team. The achievement of other program goals will be reviewed and evaluated by an Advisory Council committee or review team.

RSVP will maintain a volunteer management database and/or tracking systems for all volunteer service activities. Data entered into a database will include the number of volunteers participating in a project, the number of hours served, and the types of activities in which volunteers served. The management and collection of other information, activities, service outputs, and outcomes will be outlined in specific PFI statements. Data will be collected and reported monthly. Data will be reviewed on a quarterly basis by an Advisory Council committee or review team. If programmatic issues or concerns are identified, the volunteer coordinator, project director, and a partner agency representative will work together to develop corrective action plans.

Travis County, the project's sponsor, provides RSVP with the necessary support to ensure accountability and efficient and effective use of available resources. This includes administrative support, inventory maintenance, record keeping, facilities support and financial management. Additionally, general purpose financial statements are audited annually in accordance with auditing standards applicable to financial audits contained in "Government Auditing Standards."

RSVP utilizes the expertise of program staff, sponsor staff, and Advisory Council members to secure additional cash and in-kind support to enhance or expand the project. The fundraising committee of the Advisory Council will be responsible for identifying project areas that need support and areas where expansion could affect the project's ability to address priority community needs. The

Narratives

fundraising committee will secure support primarily through the business sector and projects raising from \$15,000 to \$25,000 annually, depending on the scope of need. Funds will support staff development, recognition, marketing and outreach, personnel, and volunteer mileage reimbursement. Program and sponsor staff will research grant opportunities. RSVP will also convey specific budget requests to the project sponsor during the annual budget process. Requests will be made on an as needed basis.

Organizational Capacity

Sponsorship of RSVP is vital to the continued existence of RSVP in Travis County and contributes toward the accomplishment of meeting community needs through the recruitment and placement of older adults in appropriate volunteer assignments. Travis County, RSVP's local sponsor, recognizes the importance of RSVP volunteers in meeting growing community challenges. RSVP volunteers are viewed as critical elements of the community's service delivery infrastructure and are part of the formula that helps community-based programs achieve their goals. Additionally, in recognition of the value of volunteer service by RSVP volunteers and the successful management of this federal program, Travis County will provide approximately 77% of the financial support needed to meet projected costs. Providing this level of support enables the project to implement strategies and accomplish its goals, e.g. developing recruitment and marketing materials, providing appropriate recognition of volunteers, providing staff development, upgrading technological systems, maintaining a safe work environment, and eliminating barriers to volunteer service.

RSVP of Travis County began in July of 1972 and has maintained sponsorship through Travis County since 1975. In 2006, 1128 RSVP volunteers donated 247,000 hours of service to 163 non-profit and public agencies in Travis County. In recognizing the importance of RSVP volunteer service toward contributing to the overall health of the community, Travis County provides the necessary support to continue the program's purpose. Organizationally, RSVP benefits from the resources of Travis County

Narratives

for critical support including administrative support, record keeping, financial management, facilities management, equipment, supplies, purchasing procedures, and personnel management. RSVP relies on one community outreach coordinator, one membership development coordinator, two program development coordinators, one administrative secretary, one director, and the varied expertise of 20-25 Advisory Council members to enhance the program's capacity. The staff collectively bring over 40 years of experience in volunteerism or older adult issues. The project director brings 20 years of experience in volunteer management and human services planning in senior issues.

Project performance is reported quarterly to the Travis County Planning & Budget Office. Performance measures and accomplishments addressed in this report are reviewed by the Planning & Budget Office to ensure compliance with projected performance goals and objectives. Additionally, project staff review performance on a quarterly basis to discuss areas of concern, successes, and strategies for improvement.

Other

Not applicable.

PNS Amendment (if applicable)

Not applicable.

For Official Use Only Work Plan/Performance Measures Total Number of Unduplicated Volunteers: 1100

| Services externory: Cubinal Peritage | | |
|--|---|-------------------------|
| Tetal # Samons: 14 | Total # Valunteers: 120 Total | # Clients: 0 |
| Part 1: Need | | NAME OF TRANSPORT |
| Community Need | | |
| Not applicable | | |
| art 2: Action Plan | | |
| Service Activities | | |
| Service for performing arts programs such | as house managing, tour guides, docents. | |
| Anticipated Input | | |
| Not applicable | | |
| Anticipated Accomplishments/Outputs | Period of 1st - 4th quarters Accomplishment: | Performance Measure: |
| Not applicable | | |
| Anticipated Intermediate Impact/Outcome Summary | Period of 1st - 4th quarters Accomplishment: | Performance Measure: |
| Not applicable | | |
| Anticipated End Impact/Outcome | Period of 1st - 4th quarters | Performance |
| Summary | Accomplishment: | Measure: |
| Not applicable | | |
| Service Category: Tutoring and Child (Eleme | entary) Literacy | |
| Total # Stations: 10 | | Clients: 80 |

Part 1: Need

Community Need

Because of the diminishing success of students in public schools across the country, the U.S.

Department of Education has mandated each state to implement programs to ensure that every child

does learn and becomes successful by implementing programs that include community involvement

and support. In Austin, volunteers through the Volunteers in Schools program are used to help local

students achieve their goals in school and to be successful in all their accomplishments.

Part 2: Action Plan

Service Activities

PLANNED SERVICE ACTIVITIES: RSVP volunteers will volunteer in local schools to provide support to students, faculty, administration and working with parents. Volunteers will work directly with the school faculty to identify the areas in which volunteers will serve. Faculty will assign and supervise the volunteer and their tasks.

Anticipated Input

ANTICIPATED INPUT: 40 RSVP volunteers will volunteer in local elementary, middle and high schools mentoring students, assisting in the school library, reading to students, tutoring, working with literacy programs, assisting school staff, and helping with after-school programs.

| Anticipated Accomplishments/Outputs | Period of 1st - 4th quarters Accomplishment: | Performance |
|---|---|-------------|
| Summary | | Measure: |
| ANTICIPATED OUTPUT: Volunteers will prov | vide academic achievement activities thro | ough |
| tutoring, mentoring, in-class assistance, reading | g, literacy and after-school academic prog | grams. |
| These academic achievement activity sessions o | occur in 30 minute or more sessions. | |

INDICATOR: Number of academic achievement sessions.

TARGET: Baseline target is 1000 academic achievement sessions per year.

HOW MEASURED: Monthly volunteer reporting forms and rosters.

| Anticipated Intermediate Impact/Outcome | Period of 1st-4th quarters Accomplishment: | Performance Measure: |
|--|---|-------------------------|
| Summary ANTICIPATED INTERMEDIATE OUTCOME: | Schools will report increased community | nivadaro. |
| involvement and support. | | |

INDICATOR: Percent of schools reporting increased community involvement and support.

TARGET: 80% of schools report increased community involvement and support.

HOW MEASURED: Survey given at the end of the school year.

| Anticipated End Impact/Outcome Summary | Period of Accomplishment: | 1st-4th quarters | Performance Measure: |
|---|---------------------------|-------------------|-------------------------|
| ANTICIPATED END OUTCOME: Schools will r | eport increased stu | Ident achievement | during the |
| school year. | | | |

INDICATOR: Percent of schools reporting increased student achievement during the school year.

TARGET: 80% of schools will report that their students increased student achievement during the school year.

HOW MEASURED: Survey given at the end of the school year.

| Service Category: Other Education | | |
|---|--|---|
| Total # Stations: 7 | Total # Volunteers: 35 Total | # Clients: 0 |
| Part 1: Need | | |
| Community Need | | |
| Not applicable | | |
| Part 2: Action Plan | | |
| Service Activities | | |
| Activities such as adult literacy, book lendi | ng programs, reading, book recording, libra | ry assistance, |
| and computer literacy in educational organ | | · , |
| Anticipated Input | | al 1971 Altri ye eta tari ya Manaziri ya shikara |
| Not applicable | | |
| Anticipated Accomplishments/Outputs | Period of 1st - 4th quarters Accomplishment: | Performance Measure: |
| Summary | | |
| | For Official Use Only | |

Work Plan/Performance Measures

Not applicable

| Anticipated Intermediate Impact/Outcome | Period o Accomplishment | f 1st - 4th quarters | Performance Measure: |
|---|--|--|---|
| Summary | | | measure: |
| Not applicable | | | |
| Anticipated End Impact/Outcome | Period or Accomplishment | f 1st - 4th quarters | Performance |
| Summary | Accompnishment | | Measure: |
| Not applicable | | | |
| Service Category: Other Day nonment | | | |
| Total & Stations: 5 | Total # Venimeni | s: 25 Taxil # | Clients: 0 |
| Part 1: Need | | | |
| Community Need | | | |
| Not applicable | | | |
| Part 2: Action Plan | | | - Territory and an in- |
| Service Activities | | | |
| | | | |
| Lanu and water conservation variation on | an amount is a second sec | | |
| Land and water conservation, vegetation pre- | eservation and restoration | on, recycling, waste | e reduction, |
| wildlife protection | eservation and restoration | on, recycling, waste | e reduction, |
| wildlife protection | eservation and restoration | on, recycling, waste | e reduction, |
| | eservation and restoration | on, recycling, waste | e reduction, |
| wildlife protection Anticipated Input Not applicable | | a da kara sa | |
| wildlife protection Anticipated Input Not applicable Anticipated Accomplishments/Outputs | | on, recycling, waste lst - 4th quarters | Performance |
| wildlife protection Anticipated Input Not applicable Anticipated Accomplishments/Outputs Summary | Period of | a da kara sa | |
| wildlife protection Anticipated Input Not applicable Anticipated Accomplishments/Outputs | Period of | a da kara sa | Performance |
| wildlife protection Anticipated Input Not applicable Anticipated Accomplishments/Outputs Summary Not applicable | Period of Accomplishment: Period of | a da kara sa | Performance Measure: Performance |
| wildlife protection Anticipated Input Not applicable Anticipated Accomplishments/Outputs Summary | Period of Accomplishment: | l st - 4th quarters | Performance Measure: |
| wildlife protection Anticipated Input Not applicable Anticipated Accomplishments/Outputs Summary Not applicable Anticipated Intermediate Impact/Outcome | Period of Accomplishment: Period of | l st - 4th quarters | Performance Measure: Performance |
| wildlife protection Anticipated Input Not applicable Anticipated Accomplishments/Outputs Summary Not applicable Anticipated Intermediate Impact/Outcome Summary Not applicable | Period of Accomplishment: Period of Accomplishment: Period of | l st - 4th quarters | Performance Measure: Performance Measure: |
| wildlife protection Anticipated Input Not applicable Anticipated Accomplishments/Outputs Summary Not applicable Anticipated Intermediate Impact/Outcome Summary Not applicable Anticipated End Impact/Outcome | Period of Accomplishment: Period of Accomplishment: | 1st - 4th quarters 1st - 4th quarters | Performance Measure: Performance |
| wildlife protection Anticipated Input Not applicable Anticipated Accomplishments/Outputs Summary Not applicable Anticipated Intermediate Impact/Outcome Summary Not applicable | Period of Accomplishment: Period of Accomplishment: Period of | 1st - 4th quarters 1st - 4th quarters | Performance Measure: Performance Measure: Performance |
| wildlife protection Anticipated Input Not applicable Anticipated Accomplishments/Outputs Summary Not applicable Anticipated Intermediate Impact/Outcome Summary Not applicable Anticipated End Impact/Outcome Summary Not applicable | Period of Accomplishment: Period of Accomplishment: Period of Accomplishment: | 1st - 4th quarters 1st - 4th quarters | Performance Measure: Performance Measure: Performance |
| wildlife protection Anticipated Input Not applicable Anticipated Accomplishments/Outputs Summary Not applicable Anticipated Intermediate Impact/Outcome Summary Not applicable Anticipated End Impact/Outcome Summary | Period of Accomplishment: Period of Accomplishment: Period of Accomplishment: | 1st - 4th quarters 1st - 4th quarters 1st - 4th quarters | Performance Measure: Performance Measure: |

Part 1: Need

| | Contraction of the Article States of the Art | |
|------------------------------|--|--|
| | | |
| | | |
| | | |
| | | |
| volunteer programs e.g. | planning, resource | development, |
| | | |
| | | |
| | | |
| Period of Accomplishment: | 1st - 4th quarters | Performance Measure |
| | | |
| Period of Accomplishment: | 1st - 4th quarters | Performance Measure: |
| | | |
| Period of Accomplishment: | 1st - 4th quarters | Performance Measure: |
| | | |
| Delivery Systems/Comm | anity | |
| Total # Volumeers | 110 Total # C | 0. Lisere |
| | tation, technology cons Period of Accomplishment: Period of Accomplishment: Period of Accomplishment: | Period of 1st - 4th quarters Accomplishment: Period of 1st - 4th quarters Accomplishment: |

Community Need

COMMUNITY NEED: Last year, the Community Action Network reported that local nonprofit agencies had experienced an increase in demand for services while seeing a decline in local government funding and generally stagnant individual giving. Additionally, foundation funding has declined. With 5,000 nonprofits in Austin alone, competition for funds is increasing. RSVP volunteers will dedicate significant time to organize and participate in the fundraising efforts of local agencies. Through their efforts, RSVP volunteers will help agencies increase or maintain current funding.

Part 2: Action Plan

Service Activities

SERVICE ACTIVITY: In the course of a year, 110 RSVP volunteers will work on fund-raising events for a variety of nonprofit organizations. Some of the nonprofits have annual fundraising events, and some have ongoing fundraising activities. Assignments may include selling raffle tickets for nonprofit agencies, holiday gift sponsorships for clients served through human needs organizations, coordinating thrift/craft sales events, participating in golf tournaments or other annual events, and other special projects as requested.

Anticipated Input

ANTICIPATED INPUT: 110 RSVP volunteers will work on fundraising events at 11 different local nonprofits and report 3,000 hours of service. Volunteers will receive orientation for all fundraising events by the agency staff. Volunteers working on year-round fundraising will receive training when they have their initial orientation.

Anticipated Accomplishments/Outputs Period of 1st-4th quarters Accomplishment: Performance Measure: Me

INDICATOR: Number of fundraising events/activities in which RSVP volunteers participated.

TARGET: RSVP volunteers will help with six fundraising events/activities.

HOW MEASURED: Monthly reporting forms and rosters.

Indicator:

INDICATOR: Number of fundraising events/activities in which RSVP volunteers participated.

Target:

How Measured. Volunteer Record/Log

6#

Description:

Logs distributed to and returned from volunteers. Nonprofit staff verification.

| Anticipated Intermediate Impact/Outcome Summary | Period of Accomplishment: | 1st-4th quarters | Performance Measure: X |
|--|------------------------------|----------------------|---------------------------|
| ANTICIPATED INTERMEDIATE OUTCOME | : Fundraising effort | s of RSVP volunteers | will enable |
| nonprofit organizations to maintain funding lev | vels. | | |

INDICATOR: Collective monetary value raised through fundraising activities, e.g. special events,

raffles, donations and sales.

TARGET: Through their collective efforts, RSVP volunteers will raise \$100,000.

HOW MEASURED: A survey will be issued to all participating agencies by the end of the contract

year.

Indicator:

Collective monetary value raised through fundraising activities, e.g. special events, raffles, donations, and sales. Target: 100000#

How MeasuredSurvey

Description: Survey issued to participating agencies by end of contract year.

| Anticipated End Impact/Outcome | Period of 1st-4th quarters Accomplishment: | Performance Measure: X |
|--|---|---------------------------|
| Summary ANTICIPATED END OUTCOME: Agencie | es and organizations who utilize RSVP volu | unteers in their |
| fundraising efforts will maintain programs | and services. | |

INDICATOR: Percentage of agencies who utilize RSVP volunteers in their fundraising efforts that

maintain services and programs.

Work Plan/Performance Measures

TARGET: 70% of agencies that utilize RSVP volunteers in their fundraising efforts efforts will

maintain their services and programs.

HOW MEASURED: A survey will be issued to all agencies involved by the end of the contract year.

Indicator:

INDICATOR: Percentage of agencies who utilize RSVP volunteers in their fundraising efforts that maintain services and

fintal // Volunteersy is

Lotal # Client

programs.

Target: 70%

How Measured Survey

Description:

Survey issued to participating agencies by end of the contract year.

otal # Stations: 8

Service Category: Social Services Planning & Delivery Systems/Gentrumity Organization

Part 1: Need

Community Need

COMMUNITY NEED: Last year, the Community Action Network's Community Overview reported that local nonprofit agencies have experienced an increase in demand for services while seeing a decline in local government funding, stagnant individual giving, and a decline in foundation funding. As a result, the 5,000 nonprofits in Austin are becoming more reliant on the services of volunteers to offer stability and help their agency maintain client services and programs. By recruiting volunteers for non-profit organizations, RSVP volunteers can help the agency maintain and continue to offer services and programs to their clients.

Part 2: Action Plan

Service Activities

SERVICE ACTIVITY: In an effort to offer sustainability to local non-profit agencies, RSVP volunteers will recruit volunteers for those agencies. RSVP volunteers will recruit volunteers for nonprofit organizations, including theatres, hospitals, visitor's bureau, police department, schools, civic groups, and senior centers. Volunteers will recruit volunteers while volunteering at the agency

and socializing with friends and family. Volunteers will be able to provide membership materials and information about RSVP to potential volunteers.

Anticipated Input

ANTICIPATED INPUT: Thirty RSVP volunteers will each spend 12 hours recruiting volunteers for non-profit organizations. They will be provided with recruitment packets that will include RSVP and membership information. RSVP staff will train the volunteers on how to effectively recruit volunteers.

Anticipated Accomplishments/Outputs Period of 1st-4th quarters Performance Summary ANTICIPATED OUTPUT: PSVB volumeteementillement in the last of the second second

ANTICIPATED OUTPUT: RSVP volunteers will recruit new volunteers for non-profit agencies.

INDICATOR: Number of new volunteers recruited.

TARGET: 60 new volunteers will be recruited.

HOW MEASURED: Volunteer recruitment logs and membership forms will identify who recruited

the volunteer.

 Anticipated Intermediate Impact/Outcome
 Period of 1st-4th quarters
 Performance

 Summary
 ANTICIPATED INTERMEDIATE IMPACT/OUTCOME: New volunteers recruited by RSVP

volunteers will serve at nonprofit organizations where they are placed.

INDICATOR: Percentage of volunteers recruited by RSVP volunteers who serve at nonprofit organizations where they are placed.

TARGET: 80% of volunteers recruited by RSVP volunteers will serve at non-profit organizations

where they are placed.

HOW MEASURED: Monthly reporting forms, agency logs

| Anticipated End Impact/Outcome | Period of 1st-4th quarters Accomplishment: | Performance Measure: |
|--|---|-------------------------|
| Summary ANTICIPATED END IMPACT/OUTCOME | | |
| volunteers will help those agencies maintain | and continue to offer services and program | ns to their |
| clients. | | |

INDICATOR: Percentage of agencies who maintain and continue to offer their services and programs to clients with the help of volunteers recruited by RSVP volunteers.

TARGET: 70 % of agencies will report that they maintained their services and programs to clients with the help of volunteers recruited by RSVP volunteers.

HOW MEASURED: A survey will be given to all agencies involved by the end of the contract year.

| Selvice Category | A Social Services Planning | & Delivery Systems Community | |
|-------------------------------|----------------------------|------------------------------|------------------|
| Section in the section of the | Organiz: | | |
| | | | 0 |
| | Lotal 7 Xistions: 3 | Total # Volumeers: | Total # Clients: |

Part 1: Need

Community Need

COMMUNITY NEED: Texas has the fourth-largest population of older adults (3.1 million over age 60 or 13 percent of the population). It is estimated that 4.45 % of Texans require some form of assistance to maintain their independent living status. The Texas Department of Aging and Disability Services (DADS) is the state agency which oversees services for the aging and disabled populations in Texas. In 2004, DADS commissioned The Aging Texas Well Indicator Survey (conducted in the spring of 2004). The Aging Texas Well Indicator Survey is an analysis of the well-being of older

Texans. The Aging Texas Well Indicator Survey found that poor physical health kept 29 percent of older Texans from performing their daily activities, work or recreation for one day or more in the past month and 12 percent reported difficulty performing one or more activity of daily living (e.g., driving, walking, bathing, eating, dressing, and getting around inside the home) due to a chronic conditions. The Survey also found that 10.2 percent of Texans age 60 and older have difficulty organizing and preparing their bills. Older adults use almost 36 percent of all prescribed drugs placing many at risk of misuse and possibly overdose. The US Census 2004 American Community Survey indicates that 13 percent of Texans (noninstitutionalized, 5 years or older) have a disability. Children with chronic disabilities are equally at risk of losing their independence simply due to the demands that attentive care places on the family

support systems.

In order for nonprofits to provide the services for Independent Living, their capacity to recruit and manage community volunteers must be enhanced. According to the Urban Institute's Volunteer Management Capacity Study published in 2004, most nonprofits find that volunteers increase the quality and scope of their services, reduce costs, and increase public support for their organization. **Part 2: Action Plan**

Service Activities

PLANNED SERVICE ACTIVITIES: Five RSVP members will be assigned to three nonprofit organizations (volunteer stations) to develop in-house Volunteer Management Systems which will enable the organization to recruit and manage community volunteers who will provide direct and supportive services designed to foster independent living among Texas' aging and disabled populations. These Volunteer Management System activities may include volunteer management activities such as planning, publicity and outreach for recruiting, database management, volunteer training, recognition, presentations, developing brochures, staffing exhibit booth and others.

Anticipated Input

ANTICIPATED INPUT: The RSVP program sponsors will help recruit and screen at least five RSVP members. RSVP program sponsors will maintain required insurance coverage for members, and will coordinate an annual recognition for the volunteers. RSVP Program Sponsors will provide specialized skill-based training in volunteer management. Volunteer stations will provide additional training and orientation to the RSVP member/s and the community volunteers they will recruit and manage.

 Anticipated Accomplishments/Outputs
 Period of 1st-4th quarters
 Performance

 Summary
 ANTICIPATED OUTPUT: RSVP members will be assigned to nonprofit volunteer stations to recruit

 and manage community volunteers to support independent living services in their communities.

INDICATOR: Number of RSVP members assigned to develop volunteer management system capacity at volunteer stations.

TARGET: Five RSVP members assigned to three volunteer stations

HOW MEASURED: RSVP member placement logs

 Anticipated Intermediate Impact/Outcome
 Period of 1st-4th quarters
 Performance

 Summary
 Summary
 Measure:
 Measure:

 ANTICIPATED INTERMEDIATE OUTCOME: Nonprofit volunteer stations will report an increase
 in the number of community volunteers recruited at the nonprofit organization since RSVP

 members were assigned to help with this capacity area.
 Measure:

INDICATOR: Percent increase in the number of community volunteers recruited for the participating volunteer stations where RSVP members serve as community volunteer managers.

TARGET: 2% increase in the number of community volunteers recruited for the participating volunteer stations.

HOW MEASURED: Pre- and Post- surveys of nonprofit volunteer stations.

Anticipated End Impact/OutcomePeriod of
Accomplishment:1st-4th quarters
Measure:Performance
Measure:SummaryANTICIPATED END OUTCOME: By the end of the program year, nonprofit volunteer stationsusing RSVP members will report they have been able to enhance their capacity to manage and/ordevelop a community volunteer program due to adoption of and or increased utilization of volunteermanagement practices and systems.

INDICATOR: Percent of participating volunteer stations who report they were able to develop a recruitment plan and/or recruiting community volunteers to enhance their services.

TARGET: At least 80% of participating nonprofit volunteer stations report they have been able to enhance their capacity to manage and/or develop a community volunteer program due to RSVP volunteer involvement.

HOW MEASURED: Annual survey of volunteer stations.

| gregate Moal | 8 | | | | 15k |
|---------------|--|-------------|---|---------------------------------------|--|
| # Stations: 1 | 0 | Total # Vol | unteers: 100 | Total # Clients: 0 | |
| | | | | | |
| | | | | | |
| | 12/12/12/12/12/14/14/14/14/14/14/14/14/14/14/14/14/14/ | | and the second second second second second second | # Stations: 10 Total # Volumeers: 100 | # Stations: 10 Total # Volumeers: 100 Total # Clients: 0 |

Part 2: Action Plan

Service Activities

Food preparation, food service, cashiering, sanitation.

Anticipated Input

Not applicable

| Accomplishment: | 1st - 4th quarters | Performance Measure: |
|--|--|---|
| | | inououre. |
| | | |
| Dariad of | 1-4 44 | 1. 1882 - 1934 S. 1984 |
| | ist - 4th quarters | Performance Measure: |
| | | medsure: |
| | | |
| | 1st - 4th quarters | Performance Measure: |
| an an the state of | Den fan Astrin en ferenne. Den fan Sterne | Wied Suie. |
| | | , |
| | | |
| | Period of Accomplishment: | Period of 1st - 4th quarters Accomplishment: Period of 1st - 4th quarters |

Part 1: Need

Community Need

COMMUNITY NEED: The major hospitals in the Austin metroplex now serve a population of 870,000 people. In the course of a calendar year, these hospitals collectively serve 1,082,067 individuals. Although most receive outpatient care, 13% (140,668) are seen in the emergency room or are admitted to the hospital. Budgetary constraints limit the effective patient to staff ratio (e.g., 20 to 1), and do not permit personnel to attend to many of the non-medical, yet significant needs of the patients. Hospitals have relied heavily on volunteer support in the past, and will continue to do so in the future. The goal of the RSVP Hospital Program is to help develop a volunteer force in each hospital (230 total) to aid in ensuring proper care and attention each patient and patient's family deserves, thereby providing significant monetary value of service to the respective hospitals.

Part 2: Action Plan

Service Activities

SERVICE ACTIVITY: Volunteers will serve at eight major hospitals in the Austin Area: Brackenridge, the Heart Hospital of Austin, North Austin Medical Center, Seton Medical Center,

Seton East, Seton Northwest, South Austin Hospital, and St. David's Medical Center.

By providing non-medical support in the hospitals, these volunteers help sustain staff productivity. When volunteers are not available to work the information desks, for example, staff must be pulled from other activities to cover. This lessens staff service in medical or administrative areas and negatively impacts hospital operations.

RSVP volunteers are among the many that will staff these hospitals seven days a week at the information desk, phone reception, the gift shop, delivering mail, flowers & literature, transporting patients, and assisting in the ER & Intensive Care waiting rooms.

Anticipated Input

ANTICIPATED INPUT: 230 RSVP volunteers will serve a total of 5,000 hours. RSVP volunteers who serve in various capacities throughout the hospitals, will receive orientation and training from hospital administrative staff.

| Anticipated Accomplishments/Outputs | Period of 1st-4th quarters Accomplishment: | Performance Measure: |
|---|---|-------------------------|
| Summary | | |
| ANTICIPATED ACCOMPLISHMENT/OUT | TPUT: RSVP volunteers will participate in d | esignated |
| non-medical service activity areas identified | by the hospital that enable hospital staff to | attend to |
| essential medical and administrative needs. | | |

INDICATOR: Number of hospital service activity areas per hospital in which RSVP volunteers participate.

TARGET: RSVP volunteers will participate in 4 hospital service activity areas per hospital.

HOW MEASURED: Hospital & individual monthly reports.

| Anticipated Intermediate Impact/Outcome | Period of 1st-4th quarters Accomplishment: | Performance Measure: |
|---|---|--|
| Summary | | |
| ANTICIPATED INTERMEDIATE OUTCO | ME: By providing support in non-medical s | ervice areas, |
| volunteers will provide savings to hospitals. | | |
| INDICATOR: Value of hours served by vol | unteers in areas that would otherwise be pro | ovided by |
| medical or administrative personnel. | | · |
| TARGET: \$100,000. | | |
| HOW MEASURED: Logged hours of hospit | tal volunteer work | |
| Anticipated End Impact/Outcome | Period of 1st-4th quarters Accomplishment: | Performance |
| Summary | | Measure: |
| ANTICIPATED END OUTCOME: Hospitals | s will report that staff productivity was susta | ined due to |
| volunteer support. | | |
| | | |
| INDICATOR: Percentage of hospitals report | ting that staff productivity was sustained du | e to |
| volunteer support. | | |
| | | |
| TARGET: 85% of hospitals surveyed report t | that staff productivity was sustained due to v | volunteer |
| support. | | |
| HOW MEASURED: RSVP Hospital Program | n Survey | |
| Service Gategory: Immunization | | |
| Total # Stations: 2 | Total # Ve <u>lunic</u> ers: 40 Total # C | lients: 1067 |
| | An electron second | and the second |

Community Need

COMMUNITY NEED: To be properly protected from a number of life-threatening diseases, every child should receive a series of five vaccinations by the age of two. Out of the 15,000 live births a year in Travis County, an estimated 10,800 (72%) of the children under two have been adequately immunized. The remaining 4,800 are at risk for serious diseases. Public awareness of the need for early childhood protection, and more importantly - parental education, must be greatly improved.

The goal of this project is to educate the hospitalized mothers of newborns to the importance of timely immunizations, and to maintain contact with the parent by phone and shot-reminder cards over the next two years. The RSVP program is designed to follow the highly successful "Seniors & Volunteers for Childhood Immunization" model (SVCI program) piloted by the University of North Texas and RSVP - Denton.

Part 2: Action Plan

Service Activities

RSVP volunteers will visit mothers of newborns in St. David's Hospital. The volunteers will provide them with information packets and a discussion of the importance of following an immunization schedule. The information provided includes immunization sites and a request for vital information from the mother for follow-up purposes. The object is to enroll the mother in a tracking system established by immunization reminder cards and telephone calls prior to the infant's age of 2, 4, 6, and 12 months. Calls will verify the infants' immunizations at clinics or doctors' offices, and resulting data will be given to the University of North Texas.

Anticipated Input

ANTICIPATED INPUT: A total of 40 volunteers will work as hospital volunteers, substitutes, information packet assemblers, reminder-card mailers, callers and data processors.

| Anticipated Accomplishments/Outputs | Period of Accomplishment: | 1st-4th quarters | Performance Measure: |
|-------------------------------------|------------------------------|------------------|-------------------------|
| Summary | | | modoure, |

ANTICIPATED OUTPUT: Mothers of newborns in the hospital will receive information about immunizations from RSVP volunteers.

INDICATOR: Number of mothers of newborns in the hospital receiving information about immunizations from RSVP volunteers.

TARGET: 1067 mothers of newborns in the hospital will receive information about immunizations.

HOW MEASURED: monthly reporting log

| Anticipated Intermediate Impact/Outcome | Period of 1st-4th quarters Accomplishment: | Performance Measure: |
|--|---|-------------------------|
| Summary | | |
| ANTICIPATED INTERMEDIATE OUTCOME | : Mothers of newborns visited in the ho | ospital |
| receiving information about immunizations wi | ill enroll in the SVCI program. | |

INDICATOR: Percentage of mothers visited who enroll in the SVCI program.

TARGET: 90% of mothers visited will enroll in the SVCI program.

HOW MEASURED: monthly reporting log, SVCI database

| Anticipated End Impact/Outcome | Period of Accomplishment: | 1st-4th quarters | Performance Measure: |
|--------------------------------------|------------------------------|----------------------|-------------------------|
| Summary | | | |
| ANTICIPATED END OUTCOME: Newborns en | rolled in SVCI prog | ram will complete al | ll required |

immunizations required within 2 years.

INDICATOR: Percentage of newborns enrolled and maintained in the SVCI program who complete

all required immunizations within 2 years.

TARGET: 80% of newborns enrolled and maintained in the SVCI program will complete all required immunizations within 2 years.

HOW MEASURED: SVCI Survey

| | | A Real States and the second | Same and the second second |
|--|------------------------------|--|-------------------------------|
| Total # Stations: 15 | Total # Volunteer | s: 60 Total (| Clients: 0 |
| Part 1: Need | | | |
| Community Need Not applicable | | | |
| Part 2: Action Plan | | | Watters of the second |
| Service Activities | | | |
| Assistance with emergency assistance, chor | e services, advocacy and | d various in-home ; | assistance for |
| education materials for programs such as c and caring for terminally ill or frail clients i | n hospice or in-home ca | re settings; services | |
| mental health, mental retardation, and phy | sical disabilities program | ns | |
| | | | |
| Anticipated Input Not applicable | | | |
| | Period of Accomplishment: | 1st - 4th quarters | Performance Measure: |
| Not applicable Anticipated Accomplishments/Outputs Summary | Accomplishment: | 1st - 4th quarters 1st - 4th quarters | 김 영영 영상가 약 것을 만들어 가지? 하면 것이다. |

| Senior Center Programs (| Non-Residentiai) | |
|--|--|---------------------------|
| Touche Spaces 5 | State of the second | spal # Cligges: 0 |
| Part 1: Need | | |
| Community Need | | |
| Not applicable | | |
| Part 2: Action Plan | | |
| Service Activities | a de la compañía de la | |
| Involving older adults in activities that prom | ote physical well-being and socializat | ion, e.g. leading |
| | | |
| exercise classes, conducting arts and crafts. | Also, assistance with administrative p | rogram support. |
| Anticipated Input | | |
| Not applicable | | |
| Anticipated Accomplishments/Outputs | Period of 1st - 4th quarter | s Performance |
| Summary | Accomplishment: | Measure |
| Not applicable | | |
| | Period of 1st - 4th quarter | |
| Anticipated Intermediate Impact/Outcome | Accomplishment: | S Performance Measure: |
| Summary | | |
| Not applicable | | |
| Anticipated End Impact/Outcome | Period of 1st - 4th quarters | Performance |
| Summary | Accomplishment: | Measure: |
| Not applicable | | |
| Service Category: Other Human Needs | | |
| | | |

Part 1: Need

Community Need

COMMUNITY NEED: According to the 2000 U.S. Census, 7% of the citizens in Travis County are 65 years of age and older. This represents 54,824 individuals. The Texas Health and Human Services Commission estimates that of individuals 65 and older, more than 13,000 have disabilities that interfere with Activities of Daily Living. These disabilities threaten the ability of individuals to maintain their independence and live in their own homes. Survey data from AARP indicates that the vast majority of older adults want to remain independent and live out their lives in their own homes.

The alternative to independence is often institutional care that costs an estimated six times more than care provided in the home.

The goal of the Independent Living Program is to help 500 individuals remain independent at home. RSVP will address this need by increasing the number of volunteers who either participate in volunteer programs through caregiver or other human service organizations providing related services.

Part 2: Action Plan

Service Activities

SERVICE ACTIVITY: RSVP volunteers will work in collaboration with several organizations including the American Cancer Society, the Austin Caregivers Association, Family Eldercare Services, the Meals on Wheels & More Programs & the We Care program. Volunteers will provide home meal delivery, minor home repairs, guardianship assistance, friendly calls/visits, and transportation to shop or to medical appointments. By providing these services either directly or indirectly to relatively homebound elderly individuals, some 500 clients will be served.

Anticipated Input

ANTICIPATED INPUT: 85 volunteers will provide home meal delivery, minor home repairs, guardianship assistance, friendly calls/visits, and transportation to shop or to medical appointments. These volunteers will contribute over 5,000 hours of service annually, many of them using their own cars for client transportation.

| Anticipated Accomplishments/Outputs | Period of 1st-4th quarters Accomplishment: | Performance Measure: |
|---|---|-------------------------|
| Summary ANTICIPATED OUTPUT: Annually, 500 c | lients will receive services through designa | ted programs |
| offering assistance that enables elders to live | e independently. | |

INDICATOR: Number of clients served by RSVP volunteers through designated programs.

TARGET: 500 clients will be served by RSVP volunteers through designated programs.

HOW MEASURED: Volunteer participation and hours of service in the respective programs will be gathered from information received in the RSVP Reporter monthly report. In addition, the 11 agencies will provide the number of clients served per service call.

 Anticipated Intermediate Impact/Outcome
 Period of 1st-4th quarters
 Performance

 Summary
 Summery
 Measure:

 ANTICIPATED INTERMEDIATE OUTCOME: Clients assisted by RSVP volunteers working

 through the Independent Living Program will get their immediate needs met.

INDICATOR: Percent of clients assisted by the RSVP volunteers working through the Indpendent Living Program who get their immediate needs met.

TARGET: 85% of the clients assisted by the RSVP volunteers working through the Independent Living Program will get their immediate needs met.

HOW MESURED: RSVP Log & agency information per category of service.

| Anticipated End Impact/Outcome | Period of 1st-4th quarters Accomplishment: | |
|---|---|-------------------|
| Summary | | |
| ANTICIPATED END OUTCOME: Clients ser | ved will maintain independence due, i | in part, to |
| assistance provided by the RSVP caregiver vol | unteers. (In this case "independence' | ' means that they |
| have not been moved to an institutional/nursi | ng facility for full-time care. Activitie | s of RSVP |
| volunteers support agency efforts to enable the | e elderly to continue to live in their ho | omes.) |

INDICATOR: Percentage of clients who have not been moved to an institutional/nursing facility.

TARGET: 85% of clients assisted who have not been moved to an institutional/hursing facility.

HOW MEASURED: RSVP log, phone verification logs with the participating volunteers, agency

reports.

| Total # Stations: 10 | Total # Violatica: | s: 60 Total # | Clients: 0 |
|--|------------------------------|----------------------|---|
| art 1: Need | | | der Daze a |
| Community Need | | | |
| Not applicable | | | |
| art 2: Action Plan | | | anti-seller antique est |
| Service Activities | | | |
| Provision of companionship and outreach to | o clients in nursing hom | nes; advocacy and su | pport in |
| homelessness and housing, senior issues; dis | aster preparedness and | relief | |
| Anticipated Input | | | |
| Not applicable | | | |
| Anticipated Accomplishments/Outputs | Period of Accomplishment: | 1st - 4th quarters | Performance |
| Summary | Accomplianment. | | Measure: |
| Not applicable | | | |
| Anticipated Intermediate Impact/Outcome | | 1st - 4th quarters | Performance |
| Summary | Accomplishment: | | Measure: |
| Not applicable | | | |
| | Period of | 1st - 4th quarters | Provide states |
| Anticipated End Impact/Outcome | Accomplishment: | ist - 4th quarters | Performance Measure: |
| Summary | | | |
| Not applicable | | | |
| Service Category: Other Public Safety | | | |
| | | | A STATE OF A |

Community Need Not applicable

Part 2: Action Plan **Service Activities** Includes education programs for youth and seniors in areas such as frauds/scams and crime avoidance; community policing; client assistance in safe place shelters **Anticipated Input** Not applicable Period of 1st - 4th quarters Performance Anticipated Accomplishments/Outputs Accomplishment: Measure: Summary Not applicable Period of 1st - 4th quarters Performance Anticipated Intermediate Impact/Outcome Accomplishment: Measure: Summary Not applicable Period of 1st - 4th quarters Performance Anticipated End Impact/Outcome Accomplishment: Measure: Summary Not applicable

For Official Use Only Required Documents

| Document Name | <u>Status</u> |
|---|-------------------------|
| Aggregate Dollar Amounts of funding | Already on File at CNCS |
| Articles of Incorporation | Already on File at CNCS |
| Board of Directors | Not Applicable |
| CPA Certification | Already on File at CNCS |
| Community Advisory Group names and addresses | Already on File at CNCS |
| List of the names of any Funding Organizations/Sources | Already on File at CNCS |
| Negotiated Indirect Cost Agreement | Not Applicable |
| Organizational Chart | Already on File at CNCS |
| Project Director's Job Description | Already on File at CNCS |
| Roster of Volunteer Stations | Already on File at CNCS |
| Statement of date of last A133 audit | Already on File at CNCS |
| Statement of whether applicant is subject to A133 audit | Already on File at CNCS |

Travis County RSVP

Travis County Department of Human Services

| Application ID: 09SR091281 | | | Budg | et Dates: | |
|--|-------|-----------------------------|------------|---------------|---------------|
| | | Total Amt | CNCS Share | Grantee Share | Excess Amount |
| Section I. Volunteer Support Expenses | | | | | |
| A. Project Personnel Expenses | | 272,947 | 29,765 | 236,660 | 6,522 |
| B. Personnel Fringe Benefits | | 7,173 | 472 | 6,701 | (|
| FICA | | 17,086 | 1,845 | 15,241 | (|
| Health Insurance | | 45,288 | 3,701 | 41.587 | (|
| Retirement | | 29,516 | 3,188 | 26,328 | (|
| Life Insurance | | 474 | 20 | 454 | (|
| | Total | \$99,537 | \$9,226 | \$90,311 | \$(|
| C. Project Staff Travel | | | | | |
| Local Travel | | 644 | 144 | 500 | (|
| Long Distance Travel | | 4,807 | 2,766 | 2,041 | (|
| | Total | \$5,451 | \$2,910 | \$2,541 | \$(|
| D. Equipment | | | | <i>4_,</i> | |
| E. Supplies | | 1,020 | 0 | 1,020 | C |
| F. Contractual and Consultant Services | | 300 | Û Û | 300 | (|
| I. Other Volunteer Support Costs | | 4,712 | 872 | 3,840 | - |
| J. Indirect Costs | | 4,712 | 072 | 3,040 | C |
| Section I. Subtotal | | £202.007 | A 40 770 | | • |
| Section II. Volunteer Expenses | | \$383,967 | \$42,773 | \$334,672 | \$6,522 |
| A. Other Volunteer Costs | | | | | |
| | | | | | |
| Meals | | 0 | 0 | 0 | C |
| Uniforms | | 0 | 0 | 0 | C |
| Insurance Recognition | | 3,409 | 1,594 | 1,815 | C |
| Volunteer Travel | | 18,333 | 8,630 | 9,703 | 0 |
| volumeer maver | Total | 40,200 | 8,284 | 31,916 | 0 |
| Section II. Subtotal | TOLA | \$61,942 \$61,942 | \$18,508 | \$43,434 | \$0 |
| | | | \$18,508 | \$43,434 | \$0 |
| Budget Totals | | \$445,909 | \$61,281 | \$378,106 | \$6,522 |
| Funding Percentages | | | 13.9% | 86.1% | |
| Required Match | | | n/a | | |
| # of years Receiving CNCS Funds | | | n/a | | |

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Section I. Volunteer Support Expenses

A. Project Personnel Expenses

| Position/Title -Qty -Annual Salary -% Time | CNCS Share | Grantee Share | Total Amount | Excess Amount |
|--|------------|------------------|--------------|------------------|
| Project Director: - 1 person(s) at 63433 each x 100 % usage | 29,765 | 33,668 | 63,433 | 0 |
| Administrative Assistant: - 1 person(s) at 34586 each x 100 % usage | 0 | 34,586 | 34,586 | 0 |
| Program Development Coordinator: - 1 person(s) at 48134 each x 100 % usage | 0 | 48,134 | 48,134 | 0 |
| Project Development Coordinator: - 1 person(s) at 41658 each x 100 % usage | 0 | 41,658 | 41,658 | 0 |
| Community Outreach Coordinator: - 1 person(s) at 43478 each x 100 % usage | 0 | 36,956 | 43,478 | 6,522 |
| Membership Development Coordinator: - 1 person(s) at 41658 each x 100 % usage | 0 | 41,658 | 41,658 | 0 |
| CATEGORY Totals | 29,765 | 236,660 | 272,947 | 6,522 |

B. Personnel Fringe Benefits

| Item -Description | CNCS Share | Grantee Share | Total Amount | Excess Amount |
|--|------------|------------------|--------------|------------------|
| FICA: salary x 0.062 | 1,845 | 15,241 | 17,086 | 0 |
| Health Insurance: (months on payroll x % of salary x \$629) - (sponsor adjustment) | 3,701 | 41,587 | 45,288 | 0 |
| Retirement: Contribution to retirement determined as (salary x 0.095) - (sponsor adjustment) | 3,188 | 26,328 | 29,516 | 0 |
| Life Insurance: (months on payroll x \$3.18 x \$ of salary) - sponsor adjustment | 20 | 454 | 474 | 0 |
| Longevity: Longevity pay: 1200 Lugo, 660 Sprager, 420 Reeves, 180 Campbell, 180 Sparks | 0 | 2,640 | 2,640 | 0 |
| Worker's Compensation: (salary x 0.21083 x 0.0064) | 40 | 497 | 537 | 0 |
| FICA - Medicare: salary x 0.0146 | 432 | 3,564 | 3,996 | 0 |
| CATEGORY Totals | 9,226 | 90,311 | 99,537 | 0 |

C. Project Staff Travel

Local Travel

| Purpose -Calculation | CNCS Share | Grantee Share | Total Amount | Excess Amount |
|----------------------|------------|------------------|--------------|------------------|
| | | | | |



| CATEGORY Tota | | 500 | 644 | |
|--|-----|-----|-----|---|
| Staff travel within Travis County @ county-designated rate: \$0.485/mile | 144 | 500 | 644 | 0 |

Long Distance Travel

| Purpose -Destination -Trans. Amount -Meals/ Lodging -Other Travel | CNCS Share | Grantee Share | Total Amount | Excess Amount |
|---|------------|------------------|--------------|------------------|
| Staff travel to meetings/conferences on volunteerism, national service, older adult issues: National Senior Corps Conference; Governor's Volunteer Leadership Conference; National Conference on Volunteering and Service; Texas Senior Corps Conference. Government per diem @ \$34/day. Lodging @ estimated \$124/day (excluding taxes) San Francisc- Meals 2,407 Lodging/Trans 2,400 Other 0 | 2,766 | 2,041 | 4,807 | 0 |
| CATEGORY Totals | 2,766 | 2,041 | 4,807 | 0 |

D. Equipment

| Item/Purpose -Qty -Unit Cost | CNCS Share | Grantee Share | Total Amount | Excess Amount |
|------------------------------|------------|------------------|--------------|------------------|
| CATEGORY Totals | 0 | 0 | 0 | 0 |

E. Supplies

| Item/ Purpose -Calculation | CNCS Share | Grantee Share | Total Amount | Excess Amount |
|--|------------|------------------|--------------|------------------|
| Office supplies: Allocation of \$68/month based on historical spending | 0 | 820 | 820 | 0 |
| Educational, communication supplies: Allocation of \$17/month based on historical spending | 0 | 200 | 200 | 0 |
| CATEGORY Totals | 0 | 1,020 | 1,020 | 0 |

F. Contractual and Consultant Services

| Purpose -Calculation | CNCS Share | Grantee Share | Total Amount | Excess Amount |
|--|------------|------------------|--------------|------------------|
| Long Distance Service: Telephone long distance government rate; allocation of \$4/month based on historical spending | 0 | 50 | 50 | 0 |
| Software Maintenance Agreement: \$250/year for Volunteer Reporter maintenance agreement | 0 | 250 | 250 | 0 |
| CATEGORY Totals | 0 | 300 | 300 | 0 |

I. Other Volunteer Support Costs

| Item | CNCS Share | Grantee Share | Total Amount | Excess Amount | |
|------|------------|------------------|--------------|------------------|--|
| | [] | [| | <u> </u> | |



| Training and Seminars. Registration for Gov's Vol Leadership Conf, Natl Sr Corps Conf, Natl Conf on Volunteering and Svc; Tx Sr Corps Conf: | 0 | 600 | 600 | 0 |
|---|-----|-------|-------|---|
| Other Purchased Services. Printing (development and update of outreach and orientation materials).: | 872 | 3,120 | 3,992 | 0 |
| Professional Memberships. Includes Natl Sr Corps Assn., Tx Sr Corps Assn.: | 0 | 120 | 120 | 0 |
| CATEGORY Totals | 872 | 3,840 | 4,712 | 0 |

J. Indirect Costs

| Calculation -Rate Type -Claimed -Cost Basis -Rate | CNCS Share | Grantee Share | Total Amount | Excess Amount |
|---|------------|------------------|--------------|------------------|
| CATEGORY Totals | 0 | 0 | 0 | 0 |
| SECTION Totals | 42,773 | 334,672 | 383,967 | 6,522 |
| PERCENTAGE | 11% | 87% | | |

Section II. Volunteer Expenses

A. Other Volunteer Costs

| Item -Description | CNCS Share | Grantee Share | Total Amount | Excess Amount |
|---|------------|------------------|--------------|------------------|
| Meals: | 0 | 0 | 0 | 0 |
| Uniforms: | 0 | 0 | 0 | 0 |
| Insurance: Accident, personal liability and excess auto liaibility. CIMA formula: (most recent months active # of volunteers x \$1.40) + (most recent months active # of volunteers x \$0.85) + (25% most recent months active # of volunteers x \$3.75) | 1,594 | 1,815 | 3,409 | 0 |
| Recognition: \$17-\$18/person for recognition costs | 8,630 | 9,703 | 18,333 | 0 |
| Volunteer Travel: Mileage reimbursement at \$0.20/mile up to 100 miles/ month. | 8,284 | 31,916 | 40,200 | 0 |
| CATEGORY Totals | 18,508 | 43,434 | 61,942 | 0 |
| SECTION Totals | 18,508 | 43,434 | 61,942 | 0 |
| PERCENTAGE | 30% | 70% | | |

| BUDGET Totals | 61,281 | 378,106 | 445,909 | 6,522 |
|---------------|--------|---------|---------|-------|
| PERCENTAGE | 14% | 85% | | |

Source of Funds

Section

Description

| Section I. Volunteer Support Expenses | Travis County | |
|---------------------------------------|---------------|--|
| Section II. Volunteer Expenses | Travis County | |

GRANT SUMMARY SHEET

| Check One: | Application Approval: | Permission to Continue: |
|---------------------|-------------------------------|--------------------------------|
| | Contract Approval: | Status Report: |
| Department/Division | Criminal Justice Planning (MH | PD)/ Justice and Public Safety |
| Contact Person: | Kimberly Pierce | |
| Title: | Planning Manager CJP | |
| Phone Number: | 854-4759 | |

| Grant Title: | Travis County Mental Health Public Defenders OfficeFrom:10/1/2008To:9/30/2009 | | | | |
|---------------|---|--|--|--|--|
| Grant Period: | | | | | |
| Grantor: | Texas Task Force on Indigent Defense | | | | |

| Check One: | New: | Continuation: 🛛 Amendment: |
|------------------|-----------------|----------------------------|
| Check One: | One-Time Award: | Ongoing Award: 🔀 |
| Type of Payment: | Advance: 🛛 | Reimbursement: |

| Grant Categories/ Funding Source | Federal Funds | State Funds | Local Funds | County Match | In-Kind | TOTAL |
|-------------------------------------|------------------|----------------|----------------|-----------------|---------|----------|
| Personnel: | | 334,968 | | 223,312 | | 558,280 |
| Operating: | | 40,032 | | 26,688 | | 66,720 |
| Capital Equipment: | | 0 | | | | 0 |
| Indirect Costs: | | 0 | | | | 0 |
| Total: | 0 | 375,000 | 0 | 250,000 | 0 | 625,000* |
| FTEs: | 8.00 | | | | | 8.00 |

| Performance Measures | Projected FY 08 | | Progress | To Date: | | Projected FY 09 |
|-------------------------------------|--------------------|----------|----------|----------|---------|--------------------|
| Applicable Depart. Measures | Measure | 12/31/07 | 3/31/08 | 6/31/08 | 9/30/08 | Measure |
| Total Legal Cases Accepted | 500 | 88 | 178 | 269 | | 500 |
| Total Social Work Cases Accepted | 1,200 | 98 | 213 | 333 | | 1,200 |

It should be noted that the MHPDO is currently installing a case management software package and is currently unable to track some of the information such as cases diverted from jail or the court system. The Office has contracted with DefenderData and the database and reporting capability are near completion. To date, the Office has been tracking its data on an excel spreadsheet; the new system will be available soon to provide a full complement of performance indicators.

Auditor's Office Contract Approval: Staff Initials:

Auditor's Office Comments:

*Please see cover memo explaining how the grant will be awarded in two parts.

PBO Recommendation:

This grant contract is for the continuation of the Mental Health Public Defender's Office managed by Criminal Justice Planning. The FY09 Preliminary Budget includes a \$250,000 grant match in CJP to cover Travis County's portion of the grant for next year. Please see the department memo explaining that the TTFID will be issuing their funds in two parts. There will be a grant contract amendment later in the year. This grant has been reviewed and approved by the Auditor's Office

PBO recommends approval of this grant contract.

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 Mental Health Public Defender Office (MHPDO) provides legal representation to those who have been charged with a crime, are indigent, and have been diagnosed with an Axis-1 mental illness. This five year program, funded by a grant from the Texas Task Force on Indigent Defense (TTFID) and Travis County, has been fully staffed and operational since November 2007. This grant award covers FY 09, the second full year of the program.

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

The total program cost is \$625,000. According to the grant provisions, Travis County is to provide matching funds at 20% the first year, 40% the second year, 60% the third year, and 80% the fourth year. The balance for each year will be funded by the TTFID. FY09 will be the second year of the grant; therefore, the county match will be 40% or \$250,000. Please note that due to an error by TTFID, the award in FY09 will come in two separate pieces. This award is for \$330,776 and the county's match is \$220,517. A second award expected in September will provide the balance of \$44,224 from the TFID and note the remaining amount of the county's match of \$29,483. The two awards combined will equal the TFID contribution of \$375,000 and \$250,000, for a total of \$625,000.

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 County will provide a \$250,000 match from the General Fund for FY 09.

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

The program does not have an indirect cost allocation as per terms of the grant.

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 County will formally evaluate the effectiveness of the Mental Health Public Defender Office to determine if the program will continue after the grant has ended. If continuation is recommended, the County will identify full funding for the program at that time.

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

As funding for mental health and mental retardation services has been cut, many people who have been unable to obtain needed community services have migrated to the criminal justice system. Many of these people are indigent and require court-appointed counsel. However, few criminal defense attorneys have the expertise to adequately address mental health or mental retardation issues, and fewer still have the support they need to connect their clients to social services and treatment options. More important, there is no institutional voice within the criminal justice system for defendants with mental illness or mental retardation. As a result, programs that would help get and keep these defendants out of the criminal justice system are not developed.

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

The MHPDO office will aid in the County's effort to more effectively manage the jail population, as well as provide continued assistance to mental health defendants. In June 2005, the Travis County criminal court judges established a MH Wheel, which currently consists of 10 lawyers who are specially trained to deal with defendants with serious mental health issues. The development of the MH Wheel has improved the quality of representation provided to indigent defendants with serious mental health issues. However, many wheel attorneys are the first to admit that they do not have the resources to address their clients' legal issues, and, at the same time, get their clients what they most need—access to medication and/or services while in jail and a connection to services and treatment in the community once they are released.

Staffed with attorneys, social/case workers, and two administrative positions, the MHPDO can represent clients in their criminal cases, while at the same time connecting them to available services and treatment options. In addition, the MHPDO will supports the Mental Health (MH) Wheel attorneys in their efforts to provide this type of holistic representation to their clients. The office also seeks out systemic solutions to get and keep defendants with mental illness or mental retardation out of the criminal justice system.

We currently track several performance measures that indicate volume and types of both legal and social work cases; types of referral; case dispositions; and attorney and case worker case loads. This information will assist in the effort to improve the operations of the office and will aid in the overall evaluation of the effectiveness of the program. CRIMINAL STICE PLANNING DEPARTMENT





RECEIVED

08 JUL 32 PM 4:28

TRAVIS COUNTY PLANNING & BUDGET OFFICE

MEMORANDUM

To: Katie Petersen, Planning and Budget

Through: Roger Jefferies, Executive Manager, Justice and Public Safety

From: Kimberly Pierce, Manager, CJP

Date: July 31, 2008

Subject: Mental Health Public Defenders Office, FY09 Budget (Texas Task Force on Indigent Defense)

Please reference grant number 212-79-DO8

On July 17, 2008, staff received the Texas Task Force on Indigent Defense's (TTFID) Statement of Grant Award in the amount of \$330,776 for the Mental Health Public Defender Office (MHPDO). This amount was \$44,224 less than the anticipated amount of \$375,000. Note that the expected FY09 match by Travis County of \$250,000 had likewise been reduced by \$29,483 to \$220,517.

Following contact with the TTFID, it was learned that they had used the program's original budget distribution between personnel and operating expenses to base their award. And from the allocation for operating expenses they had deducted the equipment line item totaling \$44,224 which had been initially provided in FY08 for one-time start up costs. Including the match amount for the equipment line item of \$29,483 resulted in a total cut to the grant of \$73,807. This caused a significant problem with the program budget for FY09.

During FY08 when the MHPDO was being staffed, CJP received permission from the TTFID to modify the budget and move monies from the equipment and other non-personnel service line items into personnel to cover salaries for newly hired staff. Salaries were higher than had been anticipated in the grant application. This reduced the amount of non-personnel services. With the cut by TTFID, the MHPDO program would not have had enough money to cover non-personnel services in FY '09.

We were able to speak with Jim Bethke of TTFID and document these approved changes to the original budget. Mr. Bethke agreed to restore the \$44,224 (with a corresponding restoration of County match money of \$29,483). The transaction must be approved by their board which meets

later this month (August 27th). Following approval by the TTFID board, we will forward an amendment to this grant award that will restore the grant to its full value.

I am requesting to proceed forward with the amount that has been awarded thus far to meet the TTFID deadline for response to the award letter. I feel confident following the TTFID Board's meeting, the additional funding for FY09 will be forthcoming.

| Currently | |
|---------------------|-----------|
| Total FY09 Budget | \$551,293 |
| TFID @ 60% | \$330,776 |
| Travis County @ 40% | \$220,517 |
| • 🤆 | |

 Expected FY09 Budget (after 8/27)

 Total FY09 Budget
 \$625,000

 TFID @ 60%
 \$375,000

 Travis County @ 40%
 \$250,000

Attachments:

Statement of Grant Award Grant Summary Sheet

Rodney Rhoades, Planning and Budget Jeanette Kinard, Mental Health Public Defenders Office Jim Bethke, Texas Task Force on Indigent Defense Cindy Finnegan, Criminal Justice Planning Kristy Vargas, Criminal Justice Planning Christine Lego, Emergency Services & Justice and Public Safety DeDe Bell, County Auditor's Office



TEXAS TASK FORCE ON INDIGENT DEFENSE

205 West 14th Street, Suite 700 Tom C. Clark Building (512)936-6994 P.O. Box 12066, Austin, Texas 78711-2066

www.courts.state.tx.us/tfid

CHAIR:

THE HONORABLE SHARON KELLER Presiding Judge, Court of Criminal Appeals DIRECTOR: MR. JAMES D. Bethke

VICE CHAIR: THE HONORABLE OLEN UNDERWOOD

July 24, 2008

The Honorable Samuel T. Biscoe P.O. Box 1748 Austin, TX 78767-1748 VIA FAX: 512-854-9535

Dear Judge Biscoe:

I am pleased to inform you that the Texas Task Force on Indigent Defense has awarded Travis County a FY09 Discretionary Grant in the amount of **\$330,776** in response to your application titled **Travis County Mental Health Public Defender Office.** Your Statement of Grant Award for fiscal year 2009 is attached. Please sign and return via fax the first two pages of the Statement of Grant Award to fax number 512-475-3450 on or before **August 18, 2008**. You do not need to mail a copy.

Congratulations to Travis County on taking the lead in Texas by developing this indigent defense program. If you have any questions or need clarification on the information contained in this letter or attached Statement of Grant Award, please contact Whitney Stark at the Task Force Office at (512) 936-6996.

Sincerely,

Sharon Keller Chair, Task Force on Indigent Defense Presiding Judge, Court of Criminal Appeals

Copy: Roger Jeffries, Criminal Justice Planning Director, Via Fax: (512) 854-4417

Task Force on Indigent Defense Statement of Grant Award FY2009 Discretionary Grant

Grant Number:212-79-D08Grantee Name:Travis CountyProgram Title:Travis County Mental Health Public Defender OfficeGrant Period:10/1/2008-9/30/2009Grant Award Amount:\$330,776

The Task Force on Indigent Defense (Task Force) has awarded the above-referenced grant for indigent defense services. The authorized official named on the grant application must sign this Statement of Grant Award and return it to the Task Force by August 18, 2008. Requests to return the award statement after this date must be submitting from the County judge to the Task Force grants administrator in writing. The grantee will not receive any grant funds until this notice is executed and returned to the Task Force. Funding is provided as listed in the categories in the table below:

| Direct Costs | |
|---|---------|
| 1) Personnel (Total Number of FTEs: 8_) | 324,823 |
| 2) Fringe Benefits | 121,463 |
| 3) Travel and Training | 8,500 |
| 4) Equipment | 0 |
| 5) Supplies | 22,507 |
| 6) Contract Services | 74,000 |
| Total Direct Costs | 978,046 |
| Indirect Costs: | |
| 7) Indirect Costs | 0 |
| Total Indirect Costs | 0 |
| Total Proposed Costs | 551,293 |
| Less Cash from Other Sources | 220,517 |
| Total Amount Funded by Task Force | 330,776 |

Standard Grant Conditions:

- The authorized official for the grantee accepts the grant award.
- The authorized official, financial officer, and program director, referred to below as grant officials, agree to the terms of the grant as written in the Request for Applications issued on December 21, 2007, including the rules and documents adopted by reference in the Task Force on Indigent Defense's Grant Rules in Title 1, Part 8, Chapter 173, Texas Administrative Code.
- The grant officials understand that a violation of any term of the grant may result in the Task Force placing a temporary hold on grant funds, permanently deobligating all or part of the grant

FY2009 Travis County Statement of Discretionary Grant Award Page 1 of 4 funds, requiring reimbursement for funds already spent, or barring the organization from receiving future grants.

- Disbursement of funds is always subject to the availability of funds.
- The grant officials agree to follow the grant terms contained in the "Required Conditions and Report" contained in Attachment A.
- Any plan documents submitted to the Task Force must continue to meet all grant eligibility requirements.

Special Grant Conditions:

The grant officials understand that they must satisfy all special conditions placed on this grant as listed below before receiving any funds:

The authorized official for this grant program has read the preceding and indicates agreement by signing this Statement of Grant Award below:

Signature of Authorized Official

Name & Title (must print or type)

Date

Attachment A

Required Conditions and Reports

Program Requirements

In addition to the program requirements stated in the Request for Applications (RFA) these specific program requirements apply to this funded program:

- --- The county will submit reports to obtain reimbursement of expended funds based on actual expenditures. The reimbursements will be based proportional to the county's required match;
- The County must maintain a public defender board to consisting of: (1) two county commissioners or their appointees; (2) two criminal court judges; (4) one criminal defense attorney not on the Mental Health Wheel; (5) one criminal defense attorney on the Mental Health Wheel; and (6) one mental health advocate. The purpose of this board is to recommend the selection of the Chief Public Defender and to provide guidance and assistance in developing internal office policy when necessary;
- 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 is responsible for determining overload. The Chief Public Defender must notify the public defender board in writing if an exception to the caseload standards is authorized;
- The County must provide a copy of the program evaluation reports developed by any independent evaluator hired by the county or selected by the Task Force.

Activity

Travis County seeks to improve the quality of representation to indigent defendants with serious mental illness by establishing a Mental Health Public Defender Office ("MHPD"). Staffed with attorneys, social/case workers, and two administrative positions, the MHPD will represent clients in their criminal cases and will help connect them to available services and treatment options. In addition, the MHPD will support the Mental Health (MH) Wheel attorneys in providing holistic representation to their clients. The office also will seek systemic solutions to get and keep defendants with mental illness out of the criminal justice system.

Project evaluation

This grant requires quarterly progress reports to provide information on the effectiveness of the program. The Task Force grant administrator will construct an on-line progress report that best reflects the actual work being performed in this program and is consistent with the FY2007 Discretionary Grant Statement of Grant Award. The county will be able to request modifications to the on-line report when the performance measures are determined to not accurately reflect the work performed.

Timeline for Reporting and Fund Distribution

Reports will be submitted on-line over the Internet.

| Reporting Period | Type Report Due | Date Report Due | Expected Fund Distribution Date |
|-----------------------------|--|-------------------|------------------------------------|
| October through December | Budget Status Report Progress report | January 15, 2009 | January 2009 |
| January through March | Budget Status Report Progress report | April 15, 2009 | April 2009 |
| April through June | Budget Status Report Progress report | July 15, 2009 | July 2009 |
| July through September | Final Budget Status Report Final Progress report | November 16, 2009 | November 2009 |

| Check One: | Applicati | on A | Approval | : | | | Permi | ssion to | Contin | ue: | | |
|--|----------------------------------|--------|----------------|-----|-------------------------------|--------|---------|--------------|--------|-------|---------|----------|
| | Contract | App | roval: | | \boxtimes | | Status | Report: | | |] | |
| Department/Division | 1: Crimin | al Ju | stice Pla | ann | ing/55 | | | | | | | |
| Contact Person: | Roger. | Jeffe | ries | | | | | | | | | |
| Title: | Crimin | al Ju | stice Pla | ann | ing Depa | artmo | ent He | ead | | | | |
| Phone Number: | (512) 8 | 54-4 | 1759 | | | | | | | | | |
| Grant Title: | Offender | Wo | rkforce l | Dev | /elopmei | nt Sp | eciali | st Traini | ng Pro | gram | | |
| Grant Period: | From | 1: | | 9/ | 15/08 | | | То: | | 3/15 | 5/10 |) |
| Grantor: | National | Insti | tute of C | Cor | rections | (NIC | C) | | | | | |
| Check One: | New: 🔀 |] | | | Contin | uatio | n: [| | Ameno | dment | : | |
| Check One: | One-Tim | e Av | vard: [| 3 | | | Ong | oing Aw | ard: [| | | |
| Type of Payment: | Advance | \geq | 3 | | | | Reir | nbursem | ent: | | | |
| Grant Categories/ Funding Source | Federal Funds | | State Funds | | Loca Fund | | | unty atch | In-Ki | ind | T | OTAL |
| Personnel: | | 0 | | 0 | | 0 | | 0 | | 0 | | 0 |
| Operating: | \$25,00 | 0 | | 0 | | 0 | | 0 | | 0 | | \$25,000 |
| Capital Equipment: | | 0 | | 0 | | 0 | | 0 | | 0 | | 0 |
| Indirect Costs: | | 0 | | 0 | | 0 | | 0 | | 0 | | 0 |
| Total: | \$25,00 | 0 | | 0 | | 0 | | 0 | | 0 | | \$25,000 |
| FTEs: | | 0 | | 0 | | 0 | | 0 | | 0 | | 0 |
| FY08Progress To Date:FYPerformance MeasuresMeasureMe | | | | | Projectec FY 09 Measure | | | | | | | |
| | | | ***** | | | 6/30/0 | | | | | | |
| # of referral rec'd by partners | eferral rec'd by OWDS n/a ers | | | | 7 | 75 | 130 | 2 | 280 | | 700 | |
| # of referrals placed by OWDS partners | in to jobs | | n/a | | n/a | 2 | 20 | 35 | | 95 | | 240 |
| # of OWDS partners of fiscal year | by end | | n/a | | n/a | - 1 | .0 | 10 | | 10 | | 46 |
| Auditor's Office Co Auditor's Office Co | - | prov | val: 🛛 | L | Sta | iff In | itials: | | | | <u></u> | |

GRANT SUMMARY SHEET Check One: Application Approval: Permission to Continue:

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PBO Recommendation:

This is a one time award from the National Institute of Corrections with no grant match or continuing obligation. The grant contract has been reviewed and approved by the Auditor's Office.

PBO recommends approval of this grant contract.

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 a current program?

The National Institute of Corrections has offered to provide a one-time \$25,000 grant to Travis County to train a cohort of 36 community members in two separate training sessions in 2009 in Travis County with the purpose of certifying them to become Offender Workforce Development Specialists (OWDS).

OWDS certification training was initially provided to Travis County by NIC as the first phase of a two-phase program development process begun in 2007. The first phase of the process was training a ten-person Travis County team to become certified as OWDS. This was accomplished at three (3) one-week training sessions in Tampa, Florida in 2007 at no expense to the county.

The goal for the second phase of program, and the purpose for this grant, is to have the local tenperson team train an additional 36 community members in Travis County in the same OWDS curriculum. The proposed training will result in a total of 46 local partners in Travis County who are certified to assist ex-offenders with obtaining and maintaining employment.

This NIC grant funding will enhance the existing Travis County Ex-Offender Workforce Development program by providing additional manpower to help ex-offenders in our community obtain employment.

2. Departmental Resource Commitment:

What are the long term County funding requirements of the grant?

There are no long term funding requirements.

3. County Commitment to the Grant:

Is a county match required? If so, how does the department propose to fund the grant match?

There is no required match for this grant funding.

4. Indirect Cost Allocation:

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

This grant has no indirect cost allocation.

5. County Commitment to the Program:

Upon discontinuation of grant by grantor will the program, 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.

This one time NIC funding will not impact the continuation of the Offender Workforce Development Program in Travis County. No additional funding will be needed nor requested for this training project.

6. New Program?

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

This is not a new program. The training is one-time funding to complete the Travis County requirement to train local OWDS trainers, increasing Travis County's capacity to assist exoffenders in obtaining employment.

7. Explain how this program will affect current operations.

Please tie the performance measures for this program back to the critical performance measures for your department or office.

We are anticipating that with the additional OWDS partners, the program can increase the annual number of employment related referrals from 700 to 2,760, and the number of job placements from 240 to over 1,104 annually. This increase is expected following the training and deployment of the 36 new partners in mid-FY 09.



CRIMINAL STICE PLANNING DEPARTMENT

P.O. Box 1748, Austin, TX 78767, (512) 854-4415, FAX (512) 854-4417



MEMORANDUM

To: Katie Petersen, PBO

From: Roger Jefferies, JPS Executive Manager

Through: Kimberly Pierce, CJP Planning Manager Mary E. Moran, Offender Workforce Development

Date: July 31, 2008

Subject: National Institute of Corrections (NIC) Cooperative Agreement Award

Travis County's Offender Workforce Development program has been awarded a \$25,000 grant from the National Institute of Corrections (NIC) to train twenty-five (25) additional Offender Workforce Development Specialists beginning September 15, 2008 and ending on March 14, 2010. There is no county match required.

Attached is the Grant Summary Worksheet, the NIC's Cooperative Agreement Award page (requiring the signature of Judge Biscoe), and the NIC's Grant Reporting Guidelines. Additional copies of the award package will be delivered to appropriate personnel.

Cc: DeDe Bell, Auditor Christine Lego, Financial Analyst, Emergency Services Kristy Vargas, Administrative Associate, CJP

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U.S. Department of Justice

National Institute of Corrections

Washington, DC 20534

COOPERATIVE AGREEMENT AWARD

| AWARDEE: | AWARD AMOUNT: |
|-------------------------------------|----------------------------|
| Travis County, Texas | \$25,000 |
| STATE: TX | DATE OF AWARD: JUL 18 2008 |
| AWARD PERIOD: | AWARD NUMBER: |
| September 15, 2008 - March 14, 2010 | 08K103GJV5 |
| CFDA: 16.601 | |

In accordance with the provisions of 18 United States Code 4351-4353 and on the basis of the awardee's application, the National Institute of Corrections (NIC) hereby grants to the foregoing awardee an award in the amount shown above.

This cooperative agreement is subject to the awardee's application representations and the general Cooperative Agreement Conditions set forth in the NIC Financial Management Guidelines for Awardees. It is subject also, if indicated below, to the Special Conditions attached to this cooperative agreement award. The cooperative agreement shall become effective, as of the date of award, upon return to the National Institute of Corrections of a duplicate copy of this award executed on behalf of the awardee in the space provided below.

Accepted for the Awardee:

' L 1

Morris L. Thigpen, Director National Institute of Corrections

Signature of Duly Authorized Official

Typed Name & Title of Official

COOPERATIVE AGREEMENT AWARD DATA

THIS AWARD IS NOT SUBJECT TO SPECIAL CONDITIONS ACCOUNTING CLASSIFICATION CODE: 02-100-T-FP07004003-901-JV5-4103 DOCUMENT CONTROL NUMBER: 148018



U.S. Department of Justice

National Institute of Corrections

Washington, DC 20534

COOPERATIVE AGREEMENT PROJECT SUMMARY

Award Number: 08K103GJV5

Application Number: 08K103A001

INSTRUCTIONS: This project is supported under the provisions of the United States Code 4351-4353. For further information, please contact the NIC staff member or project director listed below. Please identify by award number.

| 1. NIC STAFF CONTACT Francina Carter | | 2. PROJECT DIRECTOR (NAME/ADDRESS/PHONE) Mary Moran Travis County, Texas | | | |
|---|--|--|--|--|--|
| 3. TITLE OF PROJECT Offender V Development Specialist Training | | 5501 Airport Boulevard, Suite 203A Austin, TX 78751 512-854-9555 | | | |
| 4. NAME AND ADDRESS OF AWAR | RDEE | 5. NAME AND A | DDRESS OF SUBAWARDEE | | |
| Travis County, Texas | | N/A | | | |
| 5501 Airport Boulevard, Suite Austin, TX 78751 | 203A | 6. TOTAL AMOUNT OF AWARD | | | |
| | | N/A | | | |
| 7. AMOUNT OF AWARD | 8. PERIOD OF AV | WARD | 9. AWARD DATE | | |
| \$25,000 | September 15, 2 March 14, 2010 | 008 - JUL 18 2008 | | | |
| 10. APPLICANT CONGRESSIONAL DISTRICT 1-3 | | 11. PROJECT CONGRESSIONAL DISTRICT Nationwide | | | |
| 12. SUMMARY DESCRIPTION OF PE Travis County, Criminal Justice F Development Specialist (OWDS) practitioners to qualify for Global staff of the agency, its partnering | lanning Departme training programs Career Developn | s during the next 1 nent Facilitator ce | 8 months to train 36 rtification. Trainees will include | | |

services to offenders post release. OWDS training will enhance the knowledge and skills of staff to utilize the programs and services available to ex-offenders and employers in Travis County to assist ex-offenders in finding and retaining employment. SAMUEL T. BISCOE



TRAVIS COUNTY ADMINISTRATION BUILDING P.O. BOX 1748 ROOM 520 AUSTIN, TEXAS 78767 (512) 854-9555

June 18, 2008

Dr. Morris L. Thigpen National Institute of Corrections 320 First Street NW, Room 5007 Washington, DC 20534

Dear Dr. Thigpen:

Please accept this application for a Cooperative Agreement between Travis County and the National Institute of Corrections (NIC) to provide Offender Workforce Development Specialist (OWDS) training to selected correctional staff and staff from our community partner agencies.

Travis County's Offender Workforce Program is focused on finding sustainable and career path employment for ex-offenders in our community, which match with the concepts taught in the OWDS curriculum. The Offender Workforce Program would greatly benefit from a partnership with NIC, which would also substantially improve our resources to connect our county staff, probation and parole staff, and those agencies outside the corrections agency to better meet the employability needs of ex-offenders.

The Criminal Justice Planning Department will be monitoring the grant. Mary E. Moran will serve as the Department's representative for the Cooperative Agreement. If there are any questions, you may contact Ms. Moran at (512) 854-6497 or e-mail her at <u>mary.moran@co.travis.tx.us</u>.

Thank you for your consideration of this application. We look forward to a very successful and cooperative partnership.

Sincerely,

17. Biocol

Samuel T. Biscoe County Judge

APPLICATION FOR

| омв | Approval | No. | 0348-0043 |
|-----|----------|-----|-----------|
|-----|----------|-----|-----------|

5A

| FEDERAL ASSIST | ANCE | 2. DATE SUBMITTED | | Applicant Identifier | |
|--|---|----------------------|---|--|--|
| | | | 3, 2008 | | |
| 1. TYPE OF SUBMISSION: Application | Preapplication | 3. DATE RECEIVED B | | State Application Identifier | |
| Non-Construction 5. APPLICANT INFORMATIO | Construction Non-Construction N | 4. DATE RECEIVED B | FEDERAL AGENCY | Federal Identifier | |
| Legal Name: Travis County,Texa | | | Organizational Unit: Criminal Just | ice Planning Department | |
| Address (give city, county, Sta | te, and zip code): | | | number of person to be contacted on matters invo | |
| 5501 Airport Blvd., S Austin, TX 78751 | | | this application (give a Mary E. Mora (512) 854-64 | area code) In, OWDS | |
| 6. EMPLOYER IDENTIFICATI | ON NUMBER (EIN): 0 1 9 2 | | 7. TYPE OF APPLIC | ANT: (enter appropriate letter in box) | |
| 8. TYPE OF APPLICATION: Revision, enter appropriate le A. Increase Award B. De D. Decrease Duration Other | etter(s) in box(es) | Revision | A. State B. County C. Municipal D. Township E. Interstate F. Intermunicipal G. Special District | H. Independent School Dist. I. State Controlled Institution of Higher Learning J. Private University K. Indian Tribe L. Individual M. Profit Organization N. Other (Specify) | |
| | | | 9. NAME OF FEDERA | AL AGENCY: | |
| | | | National Institute | of Corrections | |
| 10. CATALOG OF FEDERAL | DOMESTIC ASSISTANCE NU | MBER: | 11. DESCRIPTIVE TI | LE OF APPLICANT'S PROJECT: | |
| 12. AREAS AFFECTED BY PR County 13. PROPOSED PROJECT | unty Staff Development OJECT (Cities, Counties, Sta 14. CONGRESSIONAL DIS | l es , etc.): | - | | |
| Start Date Ending Date | a. Applicant | | | | |
| 9/15/08 3/15/10 | 1-3 | | b. Project | 1-3 | |
| 5. ESTIMATED FUNDING: | | | 16. IS APPLICATION S ORDER 12372 PRO | SUBJECT TO REVIEW BY STATE EXECUTIVE | |
| I. Federal | S | 25,000 | | | |
| . Applicant | \$ | .00 | AVAILABLE | PLICATION/APPLICATION WAS MADE TO THE STATE EXECUTIVE ORDER 12372 OR REVIEW ON: | |
| . State | \$ | .00 | | | |
| . Local | \$ | .00 | DATE | | |
| Other | \$ | .00 | b. No. 2 PROGRAM IS NOT COVERED BY E. O. 1237 | | |
| Program Income | \$ | .00 | FOR REVIEW 17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT | | |
| TOTAL | S | 25,000 | Yes If "Yes," att | ach an explanation. | |
| D. TO THE BEST OF MY KNOW OCUMENT HAS BEEN DULY TTACHED ASSURANCES IF T | TO THORALED DI THE GUY | INNING BODY OF THE | | N ARE TRUE AND CORRECT, THE APPLICANT WILL COMPLY WITH THE | |
| Type Name of Authorized Reprised T. Biscoe | esentative b. | Title | c. | Jelephone Number | |
| Signature of Authorized Repres | entative | County Judge | (| 5/2) 854-9555 Date Signed | |
| evious Edition Usable | Bisiae | | | 6-17-08 | |
| thorized for Local Reproduction | | | | Standard Form 424 (Rev. 7-97) | |

Prescribed by OMB Circular A-102

| Standard Form 424A (Rev. 7-97) Prescribed by OMR Circular A 400 | Standa | | | | | Previous Edition Usable |
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| 0.00 | | | \$ | 4 | | 5. Totals |
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| (9) | \$ (1) | 5 000 00 | \$ | | 16.601 | 1. Training |
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| | | | Estimated Unobligated Funds | Estimated Ur | Domestic Assistance | Function |
| | | MMARY | SECTION A - BUDGET SUMMARY | SEC | Catalon of Eastand | Grant Program |

BUDGET INFORMATION - Non-Construction Programs

SECTION A - BUDGET SUMMARY

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OMB Approval No. 0348-0044

| | | | | | 23. Remarks: |
|-------------|------------------------|----------------------|--------------------------------------|---|------------------------------------|
| | | harges: | 22. Indirect Charges: | | Chicor Charges. |
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| (e) TOTALS | (d) Other Sources | (c) State | (b) Applicant | | |
| | | ESOURCES | SECTION C - NON-FEDERAL RESOURCES | (a) Grant Program | |
| | | | | 2201 | |

Last Updated 08-08-08 at 2:30 pm

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| (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the cooperative agreement, the employee will- | B. The awardee may insert in the space provided below the site(s) for the performance of work done in connection with the specific cooperative agreement: | | | | | | |
|--|--|--|--|--|--|--|--|
| (1) Abide by the terms of the statement; and | Place of Performance (Street address, city, county, state, zip | | | | | | |
| (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction; | code) | | | | | | |
| (e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such | | | | | | | |
| conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, National Institute of Corrections (NIC), 320 First Street, NW, Room 5007, Washington, D.C. 20534. Notice shall include | Check if there are workplaces on file that are not identified here. | | | | | | |
| the identification number(s) of each affected cooperative agreement; | DRUG-FREE WORKPLACE (AWARDEES WHO ARE INDIVIDUALS) | | | | | | |
| (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted- | As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for awardees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620- | | | | | | |
| (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or | A. As a condition of the cooperative agreement, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the cooperative agreement; and | | | | | | |
| (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; | drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; United to a binnet drug during the conduct of any cooperative agreement activity, I certifying will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, NIC, 320 First Street, NIW, Report | | | | | | |
| (g) Making a good faith effort to continue to maintain a drug- free workplace through implementation of paragraph (a), (b), (c) , (d), (e), and (f). | Department of Justice, NIC, 320 First Street, NW, Room 5007, Washington, D.C. 20534 | | | | | | |
| As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications. | | | | | | | |
| 1. Applicant Name and Address: Samuel T. Biscore, 314 W. 114 St. Austin, | | | | | | | |
| Offender Workforce 18701 | | | | | | | |
| 2. Application Number and/or Project Name | 3. Applicant IRS/Vendor Number | | | | | | |
| <u>Samuel T. Biscoe, Travis</u> 4. Typed Name and Title of Authorized Representative | County Judge | | | | | | |
| Samuel T. Biscoe | 6-17-08 Date | | | | | | |
| - 0 | | | | | | | |

- Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
- 10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- 11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

- 12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
- 14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- 15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
- 16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- 17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
- Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

| Signature of authorized certifying official Samuel T. Broise | County Judge |
|---|----------------|
| APPLICANT ORGANIZATION | DATE SUBMITTED |
| Travis County, Texas | June 17, 2008 |

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

Letter of Intent and Grant Proposal to National Institute of Corrections for Travis County Offender Workforce Development Program Training

Submitted: June 18, 2008

Mission Statement

Travis County is committed to providing a quality, effective workforce development program to assist ex-offenders in our community with finding and retaining jobs and becoming responsible members of their families, workforce, and the Travis County.

Partnership Narrative

In June 2007, Travis County Criminal Justice Planning was invited by the National Institute of Corrections (NIC) to form a 12-member team representing Travis County. This team participated in the Offender Workforce Development Specialist (OWDS) training program which targets individuals who are interested in working with ex-offenders with employment, job retention, and career development.

The first phase of this training led the team to become Certified Offender Workforce Development Specialists at sessions in Tampa, Florida in 2007. The second phase, which is the purpose of this application, is to enter into a cooperative agreement with NIC to conduct a similar training in Travis County. NIC has agreed to fund this training with a grant award in the amount of \$25,000 to the county.

By entering into this cooperative agreement with NIC, the OWDS team will be able to expand the number of community partners trained to assist ex-offenders with entering the workforce. Thirty-six new team members, in a variety of criminal justice, social service and employment professions, will become certified to help offer sustainable employment, job readiness services and job retention skills to ex-offenders.

The Travis County Offender Workforce Development Program is designed to enhance the employability of ex-offenders by working with partnering agencies to eliminate barriers to employment, build long term partnerships with community service providers, and to develop sustainable employment opportunities with local businesses and the local workforce agency (Work Force Solution Capital Area).

The additional NIC OWDS training and resources will enable the existing ten-member Travis County OWDS team and the new proposed 36 OWDS trainees to link networks of partnering agencies existing in Travis County to increase employment and reduce the recidivism rate while improving the quality of life of ex-offenders and their families.

If approved for the cooperative agreement, the intention of the Travis County OWDS team is to provide two separate intensive training sessions for up to thirty-six professionals in corrections, employment, and related fields no later than March, 2010. Funds from the grant will be used to purchase the curriculum from the National Career Development Association (NCDA), obtain a

facilitator and provide supplies. Those successfully completing the training and testing will be certified as Global Career Development Facilitators (GCDF) by the National Board of Certified Counselors, Center on Credentialing and Education (CCE).

Roles and Responsibilities

As outlined in the Administrative Overview Handbook for the Offender Workforce Development Specialist Partnership Training, the Travis County Criminal Justice Planning Department understands the roles and responsibilities of NIC and the Travis County OWDS team. These roles and responsibilities were taken into account prior to submitting an application for the cooperative agreement and are highlighted below:

National Institute of Corrections Responsibilities -

- 1. To provide funding, not to exceed \$25,000, to the Criminal Justice Planning Department, through a cooperative agreement for the use in meeting the cost of developing an OWDS training that meets all course requirements.
- 2. To provide an Offender Workforce Development Specialist Instructor (OWDS-I) onsite during the first training and to provide OWDS Training Performance Evaluations.
- 3. To provide technical assistance in the development of plans and strategies for the provision of OWDS training.
- 4. To assist in meeting Global Career Development Facilitators (GCDF) certification requirements by providing on-site monitoring for one of the OWDS training classes.
- 5. To facilitate the application process to the National Board of Certified Counselors and Center on Credentialing and Education (CCE) for consideration of the GCDF certification.
- 6. To make available for duplication, OWDS training materials which include posters, preand post-tests, quizzes PowerPoint presentations and videos. Copyrighted materials must be purchased through NCDA, funded through the grant.
- 7. To provide the appropriate certificates of completion as applicable during the period of the cooperative agreement.
- 8. To provide a list service and web page for the purpose of providing current information to OWDS training partners.
- 9. To provide ongoing information to ensure the curriculum training materials are current.
- 10. To provide "Master Trainer" consultation services to the Travis County OWDS team as requested by NCDA.

Travis County OWDS Team Responsibilities -

- 1. To designate a site coordinator who will facilitate the program locally and be present throughout the program's activities.
- 2. Three months prior to the training, submit to the National Board of Certified Counselors and Center on Credentialing and Education (CCE) the OWDS curriculum and agenda for the training requirements for trainee certification as GCDF.
- 3. To develop a performance evaluation for conducting an OWDS training.

- 4. To support NIC's efforts by evaluating its training and provide requested data and information relative to each trainee's knowledge, performance, and impact on the services provided by the Travis County OWDS Team.
- 5. To collaborate with other agencies providing offender employment services.
- 6. To provide a strategic plan within 90 days of grant award, for the provision of OWDS training to a minimum of 36 trainees over an 18-month period.
- 7. To provide appropriate training equipment, facilities, and materials. The training facility will have a large main training room (1200 square feet minimum) and at least two adjacent or nearby breakout rooms (400 square feet minimum each).
- 8. To provide all necessary support services, including registrar services, processing applications, registration, trainee medical forms and the documentation of the trainee's completion.
- 9. To duplicate, as necessary, training materials to include posters, pre and post tests, quizzes, PowerPoint presentations, and videos.
- 10. To select trainees based on their ability to meet GCDF certification requirements or professional certification.
- 11. To ensure trainees attend training sessions and accommodate those that who may need to make-up study sessions.
- 12. To strictly adhere to the OWDS curriculum approved by the National Board of Certified Counselors, Center on Credentialing and Education, for use by NIC Training Partners that meet the minimum requirements for GCDF trainee certification.
- 13. To fully support the completion of all pre and post practicum and out of class assignments, and evaluation instruments used by the participants.
- 14. To encourage and support trainee certifications as GCDF through the National Board of Certified Counselors, Center on Credentialing and Education, Inc.
- 15. To support trainee applications of abilities, knowledge, and skills as an OWDS.
- 16. To ensure that tests and quizzes will be kept locked and secure by the Travis County Criminal Justice Planning Department.

Proposed Methodology

There are currently ten (10) certified instructors from Travis County representing the Texas Department of Criminal Justice (TDCJ), Federal Probation, Network for Life (a faith-based transitional housing program), Goodwill (local non-profit), Capital Idea (local non-profit), Work Force Solutions Capital Area, A New Entry (a faith-based employment program), and the City of Austin. All have successfully completed the 180-hour OWDS training. The team is committed to participating in the OWDS training for which Travis County is applying.

Based on the applicant's biography sheets and resume, the training team will select up to thirtysix participants for two separate OWDS trainings. All selected applicants will meet the criteria set forth by NIC. Ideally, it is expected that the participants will have a master's degree in counseling or a related field or a bachelor's degree and five years experience in the area of employment, rehabilitative services, or workforce development. Paraprofessionals from our partners that may not be degreed but are continuing to build upon their education, knowledge and skills will be considered. The first OWDS training will take place within two (2) one-week time frames and one (1) two-day session starting in March 2009. The second training will be similarly structured and will follow later in the summer. Each session is four weeks apart to allow the group time to complete their follow-up assignments. Training will take place at a central location in Travis County for the convenience of the trainees who may commute.

As a result of the trainings, thirty-six new OWDS will have the knowledge to assist the ex-offender population with employment services and opportunities. The chart includes the estimated target numbers for referrals and job placements we ant cipate on an annual basis from these newly certified OWDS, plus the existing team of 10 members, which should be significantly higher than the current targets for FY 09:

Annualized Targeted Performance Output Following Training

| # of OWDS team members at end of FY 09 | 46 |
|--|-------|
| Annual # of referrals received by OWDS partners (after full complement of partners is deployed) | 2,760 |
| Annual # of referrals placed in to jobs by OWDS partners (after full complement of partners is deployed) | 1,104 |

Proposed Budget*

| Item | Estimated Cost | Justification |
|---|----------------|-----------------------------|
| NIC Instructor Manuals | \$600.00 | 0@\$60.00 |
| Copying & binding for NIC participant manuals | \$1,850.00 | 37@\$50.00 |
| Supplemental NIC materials for participants | \$6,660.00 | 3 7 @ \$180.00 |
| NIC Assessment Packets | \$11,100.00 | 3 7 @ \$300.00 |
| Copying and binding for follow-up assignments | \$3,700.00 | 3 7 @ \$100.00 |
| Contract for Facilitator | \$750.00 | 1 faci itator @\$750.00 |
| Office Supplies | \$340.00 | To be i sed by facilitators |
| Total * All budget numbers muse 1 | \$25,000.00 | To be a sea by facilitators |

* All budget numbers were developed with assistance from NIC; bused on 36 trainees and one extra copy of all materials.

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Conclusion

The Travis County OWDS Team plans to utilize this \$25,000 award to fund training in Travis County to enhance the knowledge and skills of community partners on how to assist ex-offenders with finding jobs and with understanding the programs and services available to ex-offenders and employers in Travis County. We anticipate that the addition of these partners will result in a significant increase in the number of ex-offenders who find and retain employment.

3 at 2:30 pm

U.S. Department of Justice

Last updated 08-08-08 at 2:30 pm

National Institute of Corrections

Washington, DC 20534

JUL 18 2008

Samuel Biscoe Travis County, Texas 5501 Airport Boulevard, Suite 203A Austin, TX 78751

REF: NIC Cooperative Agreement Award 08K103GJV5 Travis County, Texas

Dear Mr. Biscoe:

We are pleased to inform you of the approval of your application "Offender Workforce Development Specialist Training." The amount of the cooperative agreement award is \$25,000.

The cooperative agreement period shall run from September 15, 2008 - March 14, 2010; however, before funds can be advanced or reimbursed, one of the two enclosed original award documents must be countersigned by your authorized certifying representative and returned to the National Institute of Corrections, 320 First Street, N.W., Room 5007, Washington, D.C. 20534, ATTN: Executive Assistant.

Enclosed are three packages: 1) instructions and copies of the required programmatic report -*Project Director's Checklist for Quarterly/Final Progress Report(s)*; 2) instructions for the completion of required financial reports (copy enclosed); and 3) instructions for payment through Electronic Funds Transfer (EFT). To request an Advance or Reimbursement (see H-3 Report Form) of funds, please follow the instructions under Items 2 and 3 above.

We look forward to working with you.

Respectfully,

Morrie I. Thigner

Morris L. Thigpen Director

Enclosures

COOPERATIVE AGREEMENT NO.: 08K103GJV5

Period of Award: September 15, 2008 THRU March 14, 2010

Instructions for Completion of Required Financial Reports

Listed below are three types of financial reports (copies attached) that must be prepared and submitted to the National Institute of Corrections (NIC) on a regular basis. If additional reports are needed, you may reproduce these reports; obtain copies from NIC's web site (<u>www.nicic.org</u>) - see the section on cooperative agreements, which can be found under the heading titled "ABOUT US"; or from <u>www.grants.gov</u>:

- H-1 Financial Status Report
- H-2 Federal Cash Transactions Report
- H-3 Request for Advance or Reimbursement
- A. Request for Advance or Reimbursement (H-3) You must complete this report form to request funds. If you require an initial advance, please complete and submit this form as soon as possible. You have the option of requesting an advance and/or reimbursement of funds on a monthly or quarterly basis. The first report must begin with the first day of the "award period."

We cannot process your request for payment unless you are registered with the Central Contractor Registration (CCR). Please see the attached "Instructions for Payment Through Electronic Funds Transfer (EFT)" or visit http://www.ccr.gov.

- B. Federal Cash Transactions Report (H-2) This report is optional. If you choose to submit this report, you may submit it on a monthly or quarterly basis. The first report must begin with the first day of the "award period."
- C. Financial Status Report (H-1) This report must be completed on a <u>QUARTERLY</u> basis (every three months). The first report must begin with the first day of the "award period."

Based on the above, your quarterly report periods are as follows:

-2-

September 15, 2008 thru December 14, 2008 December 15, thru March 14, 2009 March 15, 2009, thru June 14, 2009 June 15, thru September 14, 2009 September 15, thru December 14, 2009 December 15, thru March 14, 2010*

All fiscal matters should be directed to Brenda Maynor, Grants Management Specialist, National Institute of Corrections, 320 First Street, N. W., Room 5007, Washington, D. C. 20534 (202-307-6173 or 1-800-995-6423, ext. 76173).

You may submit your reports via mail (see above address); fax (202-307-3361); or e-mail (<u>bmaynor@bop.gov</u>).

*March 14, 2010 - you, "THE AWARD RECIPIENT" have 90 days after this date to liquidate any outstanding obligations. All funds must be obligated by March 14, 2010.

Revised April 2008

FINANCIAL STATUS REPORT

(Short Form)

| | (Follow instruct | ions on the back) | | |
|--|--|----------------------------|-----------------------|------------------------|
| 1. Federal Agency and Organizational Element to Which Report is Submitted | 2. Federal Grant or Other By Federal Agency | Identifying Number Assign | ed | OMB Approval Page of |
| National Institute of | , second signify | | | No. |
| Corrections | | | • . • | 0348-0038 |
| 3. Recipient Organization (Name and complete a | address, including ZIP code) | | | pa |
| | | | | |
| 4. Employer Identification Number | 5. Recipient Account Num | ber or Identifying Number | 6. Final Benort | 7. Basis |
| | | | | Cash Accrual |
| B. Funding/Grant Period (See instructions) | 1 | 9. Period Covered by th | | |
| From: (Month, Day, Year) | To: (Month, Day, Year) | From: (Month, Day, | Year) | To: (Month, Day, Year) |
| 0. Transactions: | | | | |
| | | Previously Reported | ll This | III Cumulative |
| a. Total outlays | | hepohed | Period | |
| b. Recipient share of outlays | | | | |
| c. Federal share of outlays | | | | |
| d. Total unliquidated obligations | | | | |
| | | | | |
| e. Recipient share of unliquidated obligation | S | | | |
| f. Federal share of unliquidated obligations | | | | |
| g. Total Federal share(Sum of lines c and f) | | | | |
| h. Total Federal funds authorized for this fund | ding period | | | |
| i. Unobligated balance of Federal funds/Line I | h minus line g) | | | |
| a. Type of Rate (Place *X* in | | 11_ | | |
| Indirect Provisio Expense b. | | termined |] Final | Fixed |
| | c. Base | d. Total Amount | | Federal Share |
| Remarks: Attach any explanations deemed nea | cessary or information required | t by Federal sponsoring ag | | |
| legislation. | | y and openbering age | ancy in compliance w | vith governing |
| | | | | |
| Contraction | | | | |
| Certification: I certify to the best of my know unliquidated obligations are to | ledge and belief that this re | port is correct and comple | ete and that all outi | ays and |
| unliquidated obligations are for ed or Printed Name and Title | or the purposes set forth in t | he award documents. | | , |
| | | Tei | ephone (Area code, | number and extension) |
| ature of Authorized Certifying Official | | | | |
| United Opennying Onicial | | Dat | e Report Submitted | |
| | | 1 | | 1 |

Please return original to: National Institute of Corrections 320 First Street, NW - Room 5007 Washington, D.C. 20534 ATTN: Brenda Maynor

86

(Short Form)

Public reporting burden for this collection of information is estimated to average 90 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0038), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

Please type or print legibly. The following general instructions explain how to use the form itself. You may need additional information to complete certain items correctly, or to decide whether a specific item is applicable to this award. Usually, such information will be found in the Federal agency of its terms and conditions of the award. You may also contact the Federal agency directly.

| em | Entry | Iten | n Entry |
|----|--|------|---|
| 1, | 2 and 3. Self-explanatory. | | the value of in-kind contributions applied, and the ne increase or decrease in the amounts owed by the recipien |
| 4. | Enter the Employer Identification Number (EIN) assigned by the U.S. Internal Revenue Service. | | for goods and other property received, for service performed by employees, contractors, subgrantees an other payees, and other amounts becoming owed under |
| 5. | Space reserved for an account number or other identifying number assigned by the recipient. | | programs for which no current services or performances ar required, such as annuities, insurance claims, and othe benefit payments. |
| 6. | Check yes only if this is the last report for the period shown in item 8. | 10b. | Self-explanatory. |
| 7. | Self-explanatory. | 10c. | Self-explanatory. |
| 8. | Unless you have received other instructions from the awarding agency, enter the beginning and ending dates of the current funding period. If this is | 10d. | Enter the total amount of unliquidated obligations, including unliquidated obligations to subgrantees ar contractors. |
| | a multi-year program, the Federal agency might require cumulative reporting through consecutive funding periods. In that case, enter the beginning and ending dates of the grant period, and in the rest of these instructions, substitute the term "grant | | Unliquidated obligations on a cash basis are obligation incurred, but not yet paid. On an accrual basis, they a obligations incurred, but for which an outlay has not y been recorded. |
| | period" for "funding period." | | Do not include any amounts on line 10d that have be included on lines 10a, b, or c. |
| 9. | Self-explanatory. | | |
| 10 | The numose of columns I, II, and III is to show the | | On the final report, line 10d must be zero. |

- 10. The purpose of columns I, II, and III is to show the effect of this reporting period's transactions on cumulative financial status. The amounts entered in column I will normally be the same as those in column III of the previous report in *the same funding period*. If this is the first or only report of the funding period, leave columns I and II blank. If you need to adjust amounts entered on previous reports, footnote the column I entry on this report and attach an explanation.
- 10a. Enter total program outlays less any rebates, refunds, or other credits. For reports prepared on a cash basis, outlays are the sum of actual cash disbursements for direct costs for goods and services, the amount of indirect expense charged, the value of in-kind contributions applied, and the amount of cash advances and payments made to subrecipients. For reports prepared on an accrual basis, outlays are the sum of actual cash disbursements for direct charges for goods and services, the amount of indirect expense incurred,

applied. 11d. Enter the total amount of indirect costs charged during the

11b. Enter the indirect cost rate in effect during the reporting

11c. Enter the amount of the base against which the rate was

11e. Enter the Federal share of the amount in 11d.

10e. f, g, h, h and i. Self-explanatory.

11a. Self-explanatory.

period.

report period.

Note: If more than one rate was in effect during the period shown in item 8, attach a schedule showing the bases against which the different rates were applied, the respective rates, the calendar periods they were in effect, amounts of indirect expense charged to the project, and the Federal share of indirect expense charged to the project to date. .

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| | | | L NO. 0348-0003 |
|--|---|---|---|
| FEDERAL CASH | TRANSACTIONS REPORT | 1. Federal sponsonng agency and organizational ele is submitted | |
| (See instructions on the back. assistance agreement, attach | If report is for more than one grant or completed Standard Form 272A.) | National Institute of | Corrections |
| 2. RECIPIENT ORGANIZATIC | 2. RECIPIENT ORGANIZATION | | 5. Recipient's account number or |
| Name: | | number | identifying number |
| A / | | 6. Letter of credit number | 7. Last payment voucher number |
| and Street: | Number | | |
| | | | |
| City, State | | Give total numbers 8. Payment Vouchers credited to | |
| and ZIP Code: | | your account | 9. Treasury checks received (whether or not deposited) |
| | | 10. PERIOD COVERED BY THIS REPORT | |
| 3. FEDERAL EMPLOYER | - | FROM (month, day, year) | TO (month, day, year) |
| IDENTIFICATION NO. | | I | |
| | a. Cash on hand beginning of reporting | period | \$ |
| | b. Letter of credit withdrawls | | |
| 11. STATUS OF | c. Treasury check payments | | |
| FEDERAL | d. Total receipts (Sum of lines b and c) | Manuary and a second | |
| CASH | e. Total cash available (Sum of lines a and | | |
| | f. Gross disbursements | | |
| (See specific instructions | g. Federal share of program income | | |
| on the back) | h. Net disbursements (Line f minus line g) | | |
| | i. Adjustments of prior periods | | |
| | j. Cash on hand end of period | | \$ |
| 12. THE AMOUNT SHOWN | 13. OTHER INFORMATION | | |
| ON LINE 11j, ABOVE, REPRESENTS CASH RE- | a. Interest income | | \$ |
| QUIREMENTS FOR THE ENSUING Days | b. Advances to subgrantees or subcontrac | tors | \$ |

14. REMARKS (Attach additional sheets of plain paper, if more space is required)

| 15 | • | CERIFICATION | | |
|--|--|-----------------------------------|--------|---|
| I certify to the best of my knowledge and belief that this report is true in all respects and | AUTHORIZED | SIGNATURE | | DATE REPORT SUBMITTED |
| that all disbursements have been made for the purpose and conditions of the grant or agreement. | all disbursements have CERTIFYING made for the purpose and itions of the grant or OFFICIAL | TYPED OR PRINTED NAME AND TITLE | í | TELEPHONE (Area Code, Number, Extension) |
| THIS SPACE FOR AGENCY US | E Please y | return original to Brenda Maynor: | 320 F1 | al Institute of Corrections rst Street, NW-Room 5007 gton, D.C. 20534 |

INSTRUCTIONS

Public reporting burden for this collection of information is estimated to average 120 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0003), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

Please type or print legibly. Items 1, 2, 8, 9, 10, 11d, 11e, 11h, and 15 are self explanatory, specific instructions for other items are as follows:

| ltem | Entry | Item | Entry |
|------|--|------|---|
| 3 | Enter Employer Identification Number (EIN) assigned by the U.S. Internal Revenue Service or the FICE (institution) code. | | benefits if treated as a direct cost, interdepartmental charges for supplies and services, and the amount to which the recipient is entitled for indirect costs. |
| 4 | If this report covers more than one grant or other agreement, leave items 4 and 5 blank and provide the information on Standard Form 272A, Report of Federal | 11g | Enter the Federal share of program income that was required to be used on the project or program by the terms of the grant or agreement. |
| | Cash Transactions - Continued. Enter Federal grant number, agreement number, or other identifying numbers if requested by sponsoring agency. | 11i | Enter the amount of all adjustments pertaining to prior periods affecting the ending balance that have not been included in any lines above. Identify each grant or agreement for which adjustment was made, and enter |
| 5 | This space reserved for an account number or other identifying number that may be assigned by the recipient. | | an explanation for each adjustment under "Remarks." Use plain sheets of paper if additional space is required. |

- 11j Enter the total amount of Federal cash on hand at the end of the reporting period. This amount should include all funds on deposit, imprest funds, and undeposited funds (line e, less line h, plus or minus line i).
 - 12 Enter the estimated number of days until the cash on hand, shown on line 11j, will be expended. If more than three days cash requirements are on hand, provide an explanation under "Remarks" as to why the drawdown was made prematurely, or other reasons for the excess cash. The requirement for the explanation does not apply to prescheduled or automatic advances.
- Enter the amount of interest earned on advances of 13a Federal funds but not remitted to the Federal agency. If this includes any amount earned and not remitted to the Federal sponsoring agency for over 60 days, explain under "Remarks." Do not report interest earned on advances to States.
- 13b Enter the amount of advance to secondary recipients included in item 11h.
- 14 In addition to providing explanations as required above, give additional explanation deemed necessary by the recipient and for information required by the Federal sponsoring agency in compliance with governing legislation. Use plain sheets of paper if additional space is required.

- This space reserved for an account number identifying number that may be assigned by the recipient.
- Enter the letter of credit number that applies to this report. 6 If all advances were made by Treasury check, enter "NA" for not applicable and leave items 7 and 8 blank.
- Enter the voucher number of the last letter-of-credit 7 payment voucher (Form TUS 5401) that was credited to your account.
- Enter the total amount of Federal cash on hand at the 11a beginning of the reporting period including all of the Federal funds on deposit, imprest funds, and undeposited Treasury checks.
- 11b Enter total amount of Federal funds received through payment vouchers (Form TUS 5401) that were credited to your account during the reporting period.
- 11c Enter the total amount of all Federal funds received during the reporting period through Treasury checks, whether or not deposited.
- 11f Enter the total Federal cash disbursements, made during the reporting period, including cash received as program income. Disbursements as used here also include the amount of advances and payments less refunds to subgrantees or contractors; the gross amount of direct salaries and wages, including the employee's share of

| REOUR | | | | 0348-0 | 004 | | PAGES | |
|---|---|-----------------------------|---------------------------|---------------------------------------|---------------------------------------|--------------------------------|-------|--|
| REOUE Last Updated 08-08-0 OR F | J8 at 2:30 pm | MENT | | | | 2. BASIS OF REQUEST | | |
| | | | TYPE OF | | REIMBURS | | | |
| (Se | e instructions on b | ack) H-3 | PAYMENT REQUESTED | b [™] the applicable □ FINAL | | | | |
| | 3 FEDERAL SPONSORING AGENCY AND ORGANIZATIONAL ELEMENT TO WHICH THIS REPORT IS SUBMITTED | | 4 FEDERAL GRANT OR OTHER | | | 5 PARTIAL PAYMENT REQUES | | |
| National Institute of Corrections | | BY FEDERAL | NUMBER ASSIGNED AGENCY | | NUMBER FOR THIS REQUES | ភ | | |
| 6 EMPLOYER IDENTIFICATION | La occorra | | | | | | | |
| NUMBER | | 'S ACCOUNT NUMBER | 8. FROM (month, da | | RED BY THIS RE | QUEST TO (month, day, year) | | |
| | | | | | (C (nonth, day, year) | | | |
| 9 RECIPIENT ORGANIZATION | | | 10. PAYEE (WT | nere check is to be s | sent if different than i | lem 9) | | |
| Name | | | Name | | | | | |
| Number | | | Number | | | | | |
| and Street | | | and Street: | | | | | |
| City, State | | | City, State | | | | | |
| and ZIP Code: | | | and ZIP Code | | | | | |
| 11. | COMPUTATIO | N OF AMOUNT OF R | FIMBURSEN | FNITS/ADVAN | CES DEQUEST | ED | | |
| | | (a) | (b) | LATSIADVAN | (c) | | | |
| PROGRAMS/FUNCTIONS | S/ACTIVITIES - | | | | | TOTAL | | |
| a. Total program | (As of cale) | \$ | s | | s | | | |
| outlays to date | | | | ······ | ъ | \$ | | |
| b Less: Cumulative progra c. Net program outrays (Line | | | | | | | | |
| line b) d. Estimated net cash outlay | is for advance | | | | | | | |
| period | | | | | | | | |
| e. Total (Sum of lines c & d) | | | | | | | | |
| 1. Non-Federal share of amo | unt on line e | | | | | | | |
| g. Federal share of amount (| on line e | | | | | | | |
| h Federal payments previou | sly requested | | | | | | | |
| Federal share now request minus line h) | | | | | • • • • • • • • • • • • • • • • • • • | | | |
|). Advances required by | | | | | | | | |
| month, when requested by Federal grantor | 1st month | | | | | | | |
| agency for use in making prescheduled advancés | 2nd month | | | | | | | |
| 12 | 3rd month | | | D | | | | |
| | | ALTERNATE COMPI | | RADVANCES | ONLY | | | |
| a Estimated Federal cash or | | | | | | \$ | | |
| b Less: Estimated balance | | hand as of beginning of adv | ance period | | | | | |
| c Amount requested (Line a 13 | minus line b) | | DTICIO | | | \$ | | |
| | SIGNA | | RTIFICATIO | | | DATE REQUEST | | |
| I certify that to the be knowledge and belief the d | ata on the | | | | | SUBMITTED | | |
| reverse are correct and that were made in accordance | all outlays | | | | | | | |
| grant conditions or other a | with the TYPED | OR PRINTED NAME AND TITLE | | | | TELEPHONE (AREA | | |
| and that payment is due an been previously requested. | | | | | | CODE NUMBER, EXTENSION) | | |
| been previously requested. | | | | | | | | |

This space for agency use

AUTHORIZED FOR LOCAL REPRODUCTION

Please return original to:

One copy retained by awardee.

(Contrued on Reverse)

National Institute of Corrections 320 First Street, NW - Room 5007 Washington, D.C. 20534 Attn: Brenda Maynor

STANDARD FORM 270 (Rev. 7-97) Prescribed by OMB Circulars A-102 and A-110



NATIONAL INSTITUTE OF CORRECTIONS' INSTRUCTIONS FOR PAYMENT THROUGH ELECTRONIC FUNDS TRANSFER

Under the Federal Financial Assistance Management Improvement Act (P.L. 106-107) all applicants seeking assistance and/or services (via grants, cooperative agreements or reimbursement agreements between agencies) from the National Institute of Corrections (NIC) must have a DUNS (Data Universal Numbering System) number. You may obtain a DUNS number by calling the DUNS request line at 1-866-705-5711 or 1-800-333-0505. You may also reach them online at http://www.dnb.com.

Please have the following information available when requesting your DUNS number:

- 1. business name;
- 2. business address;
- 3. business telephone number(s);
- 4. ownership information;
- 5. legal structure of business;
- 6. primary line of business; and
- 7. number of employees

No financial information is required and there is no charge to receive a number.

In addition to the above, you must also register with the Central Contractor Registration (CCR). The CCR collects, validates, stores and disseminates data needed for "Electronic Funds Transfer" (EFT). For further information regarding registration and instructions, please visit <u>http://www.ccr.gov.</u>

If you have previously filed an "ACH Vendor/Miscellaneous Payment Enrollment Form;" or have already registered with Dun and Bradstreet and CCR and there have been no changes since your last submission, please disregard the above until such time that your information needs to be updated.

Please remember that we cannot process your request for payment unless the above information is on file and up-to-date. Again, this is the payment method for "Electronic Funds Transfer."

March 2006

Cooperative Agreement Award No: 08K103GJV5 Period of Award: September 15, 2008 - March 14, 2010

Instructions for Completion of Required Programmatic Reports

The Project Director's Quarterly Reports should be submitted every three months. A copy is attached. Please feel free to reproduce as needed. The first quarter begins with the effective date of the award. Therefore, reports are due as follows:

Quarterly Report Period Report Due (due 30 days after end of reporting period)

| September 15, 2008 - December 14, 2008 | January 14, 2009 |
|--|------------------|
| December 15, 2008 - March 14, 2009 | April 14, 2009 |
| March 15, 2009 - June 14, 2009 | July 14, 2009 |
| June 15, 2009 - September 14, 2009 | October 14, 2009 |
| September 15, 2009 - December 14, 2009 | January 14, 2010 |
| December 15, 2009 - March 14, 2010 | June 14, 2010* |

* Final report is due 90 days after the cooperative agreement has closed.

Questions regarding the above may be directed to Francina Carter, Program Manager at 202-514-0117. All programmatic reports should be mailed to Francina Carter at the National Institute of Corrections, 320 First Street, NW, Room 5007, Washington, DC 20534.



NATIONAL INSTITUTE OF CORRECTIONS AWARDEE PROJECT DIRECTOR CHECKLIST FOR QUARTERLY/FINAL PROGRESS REPORT(S)

<u>PART I</u>

| AWARDEE | COOPERATIVE | COOPERATIVE AGREEMENT NO. | | | | |
|---|--------------|---------------------------|---------------|-----|---|--|
| | AWARD PERIC | D: From_ | | _To | | |
| TITLE OF PROJECT: | EXTENSION: | From_ | | _To | | |
| | | | | | | |
| PREPARED BY: | PERIOD OF RE | PORT | | | | |
| | From | To | | | | |
| (Signature and Date) | | | | | | |
| (Name and Title) | | | | | - | |
| PART II: General Administration | | | | | | |
| • Have quarterly financial reports bee | n submitted? | | | | | |
| E E and O a start | | YES | NO | NA | | |
| a. First Quarter b. Second Quarter | ٤ | | | | | |
| c. Third Quarter | | | | | | |
| d. Fourth Quarter | | | | | | |
| e. Fifth Quarter | | | - | | | |
| f. Sixth Quarter | | *********** | | | | |
| | | | | | | |
| • Are there special conditions to be co | omplied | | | | | |
| with during this quarter. If yes, exp | | | | | | |
| to what extent there has been compl | | | | | | |
| | | Talan Talana ang Pa | | | | |
| Are there problems that need resolur agreement adjustment notice? If yes narrative section. | • | | | | | |

| | | YES | NO | NA |
|-----------------|--|-----|----|------|
| ۲ | Are there any questions or problems that NIC should take action on to assist awardee? If yes, explain in the narrative section. | | | |
| • | If a cooperative agreement extension request has been made, has this request been officially approved by NIC via an cooperative agreement adjustment notice? | | | |
| ۲ | Are there any significant program or budget changes being proposed which affects the project? If yes, explain in the narrative section. | | | |
| Þ | Are there items or outstanding correspondence that need to be followed up? If yes, explain in the narrative section. | | | |
| \underline{P} | ART III: Personnel and Budget Analysis | | | |
| * | Have project staff and/or consultants as projected in the application been employed according to the proposed timelines? If no, explain in the narrative section. | | | |
| ۲ | Do the functions of each project staff member adhere to those described in cooperative agreement application? If not, explain in the narrative section. | | | |
| • | Has the project been implemented/operating within the approved budget plan estimate? | | | |
|] | PART IV: Program Analysis | | | |
| ı | Have any modifications been made relative to current goals, objectives, and action plans. | | | |
| | If yes, include revised goals, objectives, and/or action plans as an attachment to this progress report. | | | |

Revised July 23, 1998

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| | | YES | NO | NA |
|---|---|------------------|----------|------------------|
| ٠ | Are any plans being made for the continuation of the program at the conclusion of the project? | | | |
| ۲ | Describe the major areas of significant progress to date in Please refer to current goals, objectives and/or action plan | the implem s. | entation | of this project. |
| | | | | |
| | | | | |
| ۲ | Are there significant expected/unexpected findings? | | | |
| | | | | |
| • | Describe in detail the nature and extent of any difficulties | in the follo | wing are | as: |
| | Organization of Project: | | | |

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• Delivery of Program and Services:

• Other (i.e., commitment of resources, management):

PART V: Project Closeout (LAST QUARTER ONLY.)

How has or will results of project influence present or future operations/practices of your agency/organization?

Does the final report, including any documents, manuals, etc, contain sensitive findings that YES___NO____ should not be made public?

If yes, briefly explain:

As e there significant project findings which be of use/benefit for NIC and the field? YES___NO____

If yes, briefly explain:

In looking back over the course of the project, could anything have been done differently by ۲ you or NIC to improve outcome (budget, approach, staffing, what is not included in process, etc.)?

Briefly describe, in measurable terms, the impact of this project: ₽

Chapter 4.3

Revised July 23, 1998

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U.S. Department of Justice National Institute of Corrections



Financial Management Guidelines

for

Cooperative Agreement Awardees

Last Updated 08-08-08 at 2:30 pm

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Circulars and Common Rules Applicable to Grants and Cooperative Agreements

For the most up-to-date information, please refer to the following, as required according to your type of organization:

Circulars

Circulars cover administrative requirements, cost principles and audit requirements. Although there are six circulars, you are only covered by three of them, depending on type of entity. (All of these circulars are at: <u>http://www.whitehouse.gov/omb/circulars/index.html</u>)

States, local governments, and Indian Tribes

A-87 for cost principles A-102 for administrative requirements, and A-133 for audit requirements

Educational Institutions (even if part of a State or local government)

A-21 for cost principles A-110 for administrative requirements, and A-133 for audit requirements

Non-Profit Organizations

A-122 for cost principles A-110 for administrative requirements, and A-133 for audit requirements

Federal Acquisition Regulations (for profit organizations)

http://www.arnet.gov/far

Common Rules

Non-Discrimination; Equal Employment Opportunities; Policies and Procedures (28 CRF Part 42) <u>http://www.access.gpo.gov/nara/cfr/waisidx_04/28cfr42_04.html</u>

Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Units of Government (28 CFR Part 66) http://www.access.gpo.gov/nara/cfr/waisidx_04/28cfr66_04.html

Government-wide Debarment and Suspension (Nonprocurement) (28 CFR Part 67) http://www.access.gpo.gov/nara/cfr/waisidx_04/28cfr67_04.html

New Restrictions on Lobbying (CFR Part 69) http://www.access.gpo.gov/nara/cfr/waisidx_04/28cfr69_04.html

Government-wide Requirements for Drug-free Workplace (Grants) (28 CFR Part 83) http://www.access.gpo.gov/nara/cfr/waisidx_04/28cfr83_04.html

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CHAPTER 1

FORWARD

1. Purpose

This Guideline Manual has been prepared as a reference source and guide for program and financial questions arising in administration of cooperative agreements made in accordance with the provisions of 18 U4351-4353, Juvenile Justice and Delinquency Prevention Act of 1974, Pub. Law 93-415 (herein after referred to as the "Act") by the National Institute of Corrections (NIC). It should be used in conjunction with the OMB Circulars referred to in the text and included in the Appendices because these Circulars serve as the basis for many of NIC's rules and procedures.

2. Scope

The provisions of this Guideline Manual apply to all Department of Justice, National Institute of Corrections cooperative agreements and, consequently, is of concern to all recipients of NIC assistance funds.

3. Content

The coverage of this Guideline Manual includes requirements and suggestions as to accounting systems and records, allowability of costs, financial reports, and the award and payment of cooperative agreement funds. No manual could properly address all program and fiscal administration problems and needs that are reasonably expected to arise in a cooperative agreement program. Accordingly, the NIC has sought in this manual to relate the NIC program to the Act and the general fiscal policies and procedures applicable to federal aid programs such as reflected in OMB Circulars A-21, A-87, A-102, A-110, A-122, and A-133.

CHAPTER 2

GENERAL COOPERATIVE AGREEMENT ADMINISTRATION

1. Awardee Recipient Agency Supervision and Monitoring Responsibility

- A. <u>The awardee has responsibility</u> for assuring proper administration of cooperative agreements under the NIC cooperative agreement program including responsibility for:
 - Proper conduct of the financial affairs of any sub-recipient insofar as they relate to programs or projects for which NIC cooperative agreement funds have been made available and
 - (2) Default in which the awardee may be held accountable for improper use of funds.
- B. <u>The awardee has responsibility</u> for abiding by the provisions of the cooperative agreement and the applicable OMB Circulars.
- C. <u>When the awardee is the ultimate recipient</u> of funds the following approvals are authorized. (See OMB Circular A-102 or OMB Circular A-110, whichever is applicable.) An awardee may transfer, among direct cost object class budget categories, the following:
 - (1) The cumulative amount of five percent of the cooperative agreement budget or \$10,000, whichever is greater (for cooperative agreement budgets in excess of \$100,000) or
 - (2) A cumulative five percent change of the cooperative agreement budget (for cooperative agreements of \$100,000 or less).

Any transfer that would require prior approval in accordance with the applicable OMB Cost Principle Circular is to be sought before the transfer can be made.

- D. <u>The awardee shall request in writing from NIC prior approval for:</u>
 - (1) Any cumulative amount of transfers exceeding the limitations set forth in paragraph (C1 or C2) above.
 - (2) Extensions of project periods beyond the approved duration.
 - (3) Cost items normally requiring approval of the awarding agency (see Chapter 4, Section 3).
 - (4) Changes of substance in project activities, design, or research plans as set forth in the approved application.
 - (5) Changes in the project director or key professional personnel identified in the approved application.

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(6) All other deviations from an NIC cooperative agreement.

2. Allowability of Costs

The allowability of costs incurred under NIC cooperative agreements shall be determined in accordance with the general principles of allowability and standards for selected cost items set forth in OMB Circulars A-21, A-87, or A-122, and in this Guideline Manual.

- A. <u>Each individual project supported</u> under the NIC cooperative agreement program will be subject to a separate cooperative agreement application incorporating a detailed budget of proposed project costs. Cooperative agreement funds may be expended only for purposes and activities set forth in the approved project plan described in the awardee's application and in accordance with the approved budget set forth in the application or otherwise accompanying the award notice. Funds remaining unexpended at the completion of the cooperative agreement period must be returned by check payable to the National Institute of Corrections.
- B. <u>The budget narrative will set forth</u> the details of cost items specified in Chapter 4 as requiring specific prior approval.
- C. <u>Award of the cooperative agreement will constitute approval</u> in each instance of specified cost items, therefore "prior approval" items included in cooperative agreement applications will receive consideration and approval or disapproval as part of the award process.
- D. <u>This Manual requires the specific approval of NIC</u> when changes in any of the budget categories exceed the limitations set forth in paragraph 1C(1) or 1C(2) of this chapter, or, when after award, the awardee proposes to incur costs for prior approval items not originally approved as part of the cooperative agreement award process. These items will then receive consideration and subsequent approval or disapproval by NIC in those "approval" instances.
- E. <u>Changes among items within one of the budget categories</u> may be made by the awardee without prior approval but will otherwise remain subject to the cost allowability and budget requirements of this manual and the applicable OMB Circular.
- F. <u>Limitation of travel and subsistence charges</u> by awardee is to levels allowed under Federal travel regulations (or lower at the option of the awardee) including use of less than first class accommodations in air and rail travel and applicable per diem at the time the expense is incurred. Exceptions to this requirement must have the prior approval of NIC.

3. General Requirements and Principles of Fiscal Administration

A. <u>Financial Records</u>. (Note the record retention requirements in OMB Circulars A-102 or A-110.) Each recipient of assistance shall keep such records as NIC shall prescribe. This includes records which fully disclose the amount and disposition by the recipient of the proceeds of such assistance, total cost of the project in connection with which such assistance is given or used, and the amount of that portion of the cost of the project supplied by other sources, and such other records as will facilitate an

effective audit. These provisions apply to all recipients of assistance, whether primary or sub-recipient.

- B. <u>Conditions of Financial Administration</u>. All NIC cooperative agreements are awarded subject to "conditions of fiscal administration" to which awardees expressly agree and must adhere. Portions of this Guideline Manual which prescribe or further delineate rules, policies, or requirements of fiscal administration are incorporated by reference in such "conditions of fiscal administration."
- C. <u>Special Conditions</u>. In addition, cooperative agreements may include special conditions related to financial administration, and, where this is the case, these are to be considered a continuing requirement for eligibility and use of funds.
 - (1) Authority. In support of the foregoing, NIC is authorized to establish appropriate fiscal regulations, rules, and procedures such as provided in this Guideline Manual.

4. Conflict of Interest

- A. <u>In the use of NIC Cooperative agreement funds</u>, awardee officials or employees shall avoid any action which might result in, or create the appearance of:
 - (1) Using their official positions for private gain,
 - (2) Giving preferential treatment to any person,
 - (3) Losing complete independence or impartiality,
 - (4) Making an official decision outside official channels, or
 - (5) Affecting adversely the confidence of the public in the integrity of the Government or the program. (Note especially the conflict of interest provisions in OMB Circulars A-102 or A-110.)

5. Professional Services

The requirement with respect to contracting for services with individuals, other governmental units, or non-governmental organizations, including contractors and consultants, where services may be engaged and charged to NIC-funded cooperative agreement is as follows.

- A. <u>Arrangements with individuals</u> must ensure that:
 - (1) Dual compensation is not involved (i.e., the individual may not receive compensation from his/her regular employer and the retaining awardee or subawardee for work performed during a single period of time even though the services performed benefit both);
 - (2) The contractual arrangement is written, formal, proper, and otherwise consistent with the awardee's usual practices for obtaining such services;
 - (3) Time and/or services for which payment is to be made and rates of compensation are supported by adequate documentation; and

- (4) Transportation and subsistence cost for travel performed are at an identified rate consistent with the awardee's general travel reimbursement practices and at levels consistent with existing Federal travel regulations.
- B. <u>Arrangements with other government units</u> shall ensure that the work or services for which reimbursement is claimed must be directly and exclusively devoted to cooperative purposes and charged at rates not in excess of actual costs to the "contractor" government agency.
- C. Arrangements with nongovernment organizations shall ensure that:
 - (1) The arrangement is written, formal, proper, and consistent with the usual practice and policies of the awardee or subawardee in contracting for or otherwise obtaining services of the type required;
 - (2) Indirect costs or overhead charges in cost-type arrangements are based on an audited or negotiated rate previously approved by a state or Federal agency or are based on an indirect cost submission reflecting actual cost experience during the contractor's last annual or other recently completed fiscal period; and
 - (3) The customary fixed fee or profit allowance in cost-type arrangements does not exceed 10 percent of total estimated costs.
- D. <u>Compensation for individual consultant services</u> is to be reasonable and consistent with that paid for similar services in the marketplace. Consideration will be given to compensation including fringe benefits for those individuals whose employers do not provide the same. The following is the policy in regard to compensation of various classifications of consultants who perform like-type services:
 - (1) Consultants associated with educational institutions. The maximum rate of compensation that will be allowed is the consultants's academic salary projected for 12 months, divided by 260. These individuals normally receive fringe benefits that include sick leave for a full 12 month period even though they normally only work 9 months per year in their academic positions.
 - (2) Consultants employed by state and local government. Compensation for these consultants will only be allowed when the unit of government will not provide their services without cost.
 - (3) Consultants employed by commercial and nonprofit organizations. These organizations are subject to competitive bidding procedures.
 - (4) Independent consultants. The rate of compensation for these individuals must be reasonable and consistent with that paid for similar services in the marketplace. Compensation may include fringe benefits.
- E. <u>An awardee should not circumvent the requirements</u> set forth under the aforementioned paragraphs by contracting for a fixed product that would not be subject to the professional services fee limitation. This is particularly significant in contracting for the services of individuals. If any of the requirements outlined above

are not met, prior approval must be obtained from the awarding agency or state agency, whichever is applicable.

Awardees must maintain payroll, time, and attendance or other documentation to support the fees paid under an NIC project. Failure to document such fees may result in an audit exception or disallowance of the amounts paid.

6. Audit Requirements

A. <u>Cooperative agreements to agencies of State and local governments</u>. Cooperative agreements to State and local governments are subject to the audit provisions of OMB Circular A-13. In brief, State and local government agencies that receive \$300,000 or more a year in Federal financial assistance are to have themselves audited annually. The audit shall be conducted in accordance with the provisions of the Single Audit Act of 1984, P.L. 98-502, and OMB Circular A-133. Consequently, whoever performs the audit should be familiar with the provisions of the Act and the OMB Circular.

State and local governments receiving less than \$300,000 a year in federal financial assistance are exempt from Federal audit requirements for that year (except as noted in Subpart B, paragraph 215a of the circular) but are still governed by the audit requirements of applicable State or local law or regulation.

B. <u>Cooperative agreements to other than State or local governments</u>. Cooperative agreements to organizations that are not State or local governments (e.g. universities, hospitals, research foundations, commercial corporations) are subject to the same audit provisions as stated above in OMB Circular A-133 (as confirmed in OMB Circular A-110, Subpart C, paragraph 26a.)

It is the awardee's responsibility to arrange for the audit and follow through on any recommendations that the auditor may make. The Federal government always has the right to perform an audit itself even if an audit has been performed in accordance with OMB Circular A-133.

7. Required Reports

The awardee shall submit quarterly programmatic and monthly or quarterly financial reports to NIC on a regular basis and a final programmatic and financial report upon completion of the award project. The awardee may publish the results of award activity at its own expense. Any media product (written, visual, or sound), whether produced at the awardee's or Government's expense, shall contain the following statement:

"Prepared under Cooperative Agreement Number_______ from the National Institute of Corrections, U.S. Department of Justice. Points of view or opinions stated in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."

8. Close Out of Cooperative Agreements

OMB Circulars A-102 or A-110 prescribe procedures for the closeout of cooperative agreements which are hereby incorporated by reference as applicable to all NIC cooperative

agreement recipients.

9. Termination of Cooperative Agreement

A Cooperative Agreement may be terminated unilaterally at any time before the date of completion, in whole or in part, by the Director of NIC for failure to comply with any terms or conditions or with project goals or plans set forth in the awardee's application, or literally for the convenience of the United States of America. The awardee shall be notified in writing of any decision to terminate for the reasons described and shall be allowed a reasonable time, where feasible, to terminate project operations or seek support from other sources.

No termination shall affect cooperative agreement obligations or costs incurred prior to receipt of notice of termination, provided such obligations or costs were properly incurred and are otherwise allowable. Funds shall not be considered obligated solely by virtue of awardee's commitments to participating agencies or project contractors for work or services not yet performed.

10. Antideficiency Act

Nothing contained herein shall be construed to obligate the parties to any expenditure or obligation of funds in excess or in advance of appropriation in accordance with the Antideficiency Act, 31 U.S.C. 1341.

CHAPTER 3

ACCOUNTING SYSTEMS AND FINANCIAL RECORDS (See OMB Circular A-102 or OMB Circular A-110)

1. General

A. <u>Purpose</u>

This chapter offers guidance as to the establishment and maintenance of suitable accounting systems for awardees and sub-recipients executing NIC programs. Awardees are free to follow their established financial procedures so long as these provide the means through which compliance with fiscal requirements of NIC cooperative agreements can be achieved and verified.

B. <u>Requirements</u>

- (1) It is essential that the awardees' cooperative agreement accounting system provide effective financial controls. Awardees should recognize that audits will be made by federal auditors, independent auditing organizations, or both. Unless commonly accepted standards of financial responsibility have been followed, these audits may result in the disallowance of expenditures for which the awardee will be liable.
- (2) The minimum accounting system requirements set forth in subsequent text were formulated giving due consideration to reporting and statutory requirements of the Congress, the Treasury Department, the Office of Management and Budget, and the General Accounting Office. Continuing review and revision of these requirements will be undertaken as developing experience reveals the need for improvement or the potential for greater effectiveness.

2. Accounting System Standards

The financial responsibility of awardees and their sub-recipients is parallel to that of NIC. Each must govern its affairs so that it may properly discharge the trust which accompanies the authority to expend public funds. The awardee must establish and maintain fiscal control and accounting procedures which assure that Federal funds available for the conduct of the cooperative agreement programs and projects are disbursed properly.

A. <u>Criteria</u>. Adequate accounting systems should meet the following criteria:

- (1) Accounting records should provide information needed to identify adequately the receipt of funds under each cooperative agreement awarded and the expenditure of funds for each cooperative agreement, by object class of expenditure.
- (2) Entries in accounting records should refer to subsidiary records and/or documentation which support the entry and can be readily located.
- (3) The accounting system should provide accurate, complete and current financial reporting information.

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- (4) The accounting system should be integrated with a system of internal controls adequate to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency, and encourage adherence to prescribed management policies.
- B. <u>Management Information</u>. In addition to the control and documentation of financial activities, the financial system can be an important instrument for managerial decision. Proper use of financial information will assist in determining what activities merit priority or emphasis, where efficiency can be improved, and how resources can be best utilized.
- C. Objectives. The objectives of any accounting system are to:
 - Provide management with financial data to assist in the planning, control, measurement, and evaluation required for the efficient and economical operation of the organization and its programs;
 - (2) Provide management control of funds and other assets so as to insure that the expenditure of funds and use of other property is in conformance with applicable laws and regulations;
 - (3) Insure, by means of cost and property control and prudent management, that optimal use is made of all resources;
 - (4) Meet any requirements for reporting periodically on financial operations and,
 - (5) Classify and present projected and historical costs as required for budgeting purposes.

3. Supervision and Monitoring Responsibility

The awardee has primary responsibility for assuring proper administration of funds awarded. This includes responsibility for the proper conduct of the financial affairs of any sub-recipient insofar as they relate to programs or projects for which the NIC funds have been made available and for default in which the awardee may be held accountable for improper use of cooperative agreement funds.

- A. <u>Delegation of Responsibility</u>. Awardees may delegate to another organization a portion of the responsibility for carrying out a program or project component. In such cases, the agreement between the awardee and its sub-recipient should indicate the agreed scope of work to be performed by the latter.
- B. <u>Awardee Responsibilities for Accounting by Sub-Recipients</u>. Where the conduct of a program or program component is so delegated, the awardee is, nevertheless, responsible for performance of all aspects of the program, including proper accounting for expenditure of funds by the sub-recipients. These responsibilities also include:
 - (1) Review of Sub-Recipient Financial Operations. The awardee should see, among other things, that adequate records are maintained in current condition.
 - (2) Recording Sub-Recipient Financial Activities. The sub-recipient agreement or

other obligation, as well as advances and financial activities, should be recorded in the books of the awardee in summary form. Sub-recipient expenditures should be recorded in the books of the awardee, or evidenced by report forms duly filed by the sub-recipient, according to the major object classification categories used for NIC reporting and budgeting.

- (3) Budgeting and Budget Review of Sub-Recipient Financial Operations. The awardee should see that each sub-recipient prepares an adequate budget on which its contractual commitment will be based. The detail of each sub-recipient project budget must be maintained on file by the awardee.
- (4) Non-Federal Contributions. In some cases, the awardee may furnish matching shares. In those instances, the awardee shall be bound by the provisions of OMB Circulars A-102 and A-110.
- (5) Reporting Irregularities. Awardees are responsible for reporting promptly to NIC the nature and circumstances surrounding any financial irregularities discovered. Failure to report known irregularities may result in penalties or sanctions.

4. Elements of Accounting Systems – General Account Structure

- A. <u>General System Elements</u>. Accounting systems involve a series of operations relating to the classifying, recording, summarizing, and reporting of transactions performed. The elements of the system should consist of an account structure, the accounting records, source documents, financial reports, and the procedures that prescribe the manner in which these operations are performed.
- B. <u>Minimum Accounting Requirements</u>. This Guideline Manual seeks to identify minimum accounting requirements for cooperative agreements. Compliance with these requirements will assist awardees and their sub-recipients in meeting financial report requirements and preparing internal financial reports to satisfy program information needs. At the outset, an account structure adequate to the demands of the cooperative agreement and awardee fiscal responsibilities must be developed and utilized.

5. Accounting for Awardee Contributions and Matching Shares

- A. <u>Total Cost Budgeting and Accounting</u>. Accounting for cooperative agreements should be structured and executed on a "total program cost" basis. That is, total program costs, including Federal cooperative agreement funds, matching shares, and any other fund sources (other Federal cooperative agreements, private foundation cooperative agreements, etc.) should be the foundation for fiscal administration and accounting for NIC cooperative agreements. The value, appropriateness and allowability of costs funded with awardee contribution is determined in the same manner and under the same principles as the allowability of costs funded from the Federal cooperative agreement, in accordance with the provisions of OMB Circulars A-102 and A-110.
- B. Records of Matching on Cost Sharing Contributions. Where the requirement for

awardee contributions is indicated, records must be maintained which show the amount and timing of contributions. These records are subject to audit and allowability in the same manner and to the same extent as books and records dealing with the receipt and disposition of Federal cooperative agreement funds.

6. Maintenance and Retention of Records

- A. <u>Maintenance</u>. Records shall be maintained in an orderly manner and shall be available for audit purposes to the NIC or the Comptroller General of the United States or their authorized representatives. Awardees are expected to see that records of different Federal fiscal periods are separately identifiable and so maintained that information desired can be readily located. Awardees are also obliged to protect records adequately against fire or other damage. When records are stored away from the awardee's principal office, a written index of the location of records stored should be on hand and ready access should be assured. Awardees may, at their option, microfilm any pertinent records.
- B. <u>Coverage</u>. Source documents for NIC cooperative agreement administration purposes also include copies of all sub-cooperative agreements and awards. As well as applications and required sub-recipient fiscal reports. Adequate time and attendance accounting for full-time, part-time and intermittent employees, and for individual consultants whose compensation is charged to cooperative agreement programs is required in accordance with the applicable OMB Cost Principle Circular. Awardees shall insure maintenance of supporting records of cooperative agreement expenditures in sufficient detail and itemization to show the exact nature of each expenditure. Such records should clearly indicate to which major budget category and sub-item within the category an expenditure is chargeable. Each expenditure shall be referenced to a supporting purchase order, contract, voucher, invoice, or bill properly approved.
- C. <u>Retention Period</u>. Records of the awardee and its sub-recipients including books of original entry, source documents supporting accounting transactions, the general ledger, subsidiary ledgers, personnel and payroll records, cancelled checks, and related documents and records must be retained for a period of three years. The retention period starts from the date of the submission of the final expenditure report (H-l) or, for cooperative agreements which are renewed annually, from the date of the submission of the annual expenditure report. The three-year retention period is qualified as follows:
 - (1) Records for non-expendable property acquired with Federal cooperative agreement funds shall be retained for three years after final disposition of the property.
 - (2) When cooperative agreement records are transferred to or maintained by the Federal awarding agency, the three-year retention requirement is not applicable to the awardee.
 - (3) Records must be retained beyond the three-year period if an audit is in progress and/or the findings of a completed audit have not been satisfactorily resolved. If an audit is completed and the findings are resolved prior to the three-year

period, records will be retained until the end of the three years.

- (4) Records must be retained beyond the three-year period if a suit, claim, or dispute is undertaken between the government and the awardee. Once the suit, claim, or dispute is resolved, the records may be disposed of.
- (5) The NIC may request transfer of certain records to its custody from awardees when it determines that the records possess long-term retention value. In those cases NIC then becomes responsible for the records.
- (6) Unless otherwise required by law, no awardee will place restrictions which would limit public access to the records except when records must remain confidential for the following reasons:
 - (a) Prevent a clear unwarranted invasion of personal privacy.
 - (b) Specifically required by Executive Order or statute to be kept secret.
 - (c) Commercial or financial information obtained from a person or a firm on a privileged or confidential basis.
 - (d) Any other information which can be exploited for the purpose of illegal gains.

7. Cash Depositories

Recipients of Federal funds are encouraged to deposit these funds in a bank with FDIC coverage. Although NIC does not require physical segregation or the establishment of any eligibility requirement for cash depositories, it does recommend that awardees deposit funds in financial institutions owned or controlled by minorities.

CHAPTER 4

ALLOWABILITY OF COSTS

SECTION 1. GENERAL

1. Authority

This chapter deals with the rules and principles applicable in determining costs properly chargeable to cooperative agreements awarded by the National Institute of Corrections under 18 USC 4351-4353. It is based on the standardized cost allocation and allowability principles prescribed for all Federal cooperative agreements as contained in Circulars A-21, A-87, A-122 and 48 CFR Part 31.

2. Applicability of OMB Circulars A-21, A-87, and A-122, and 31 CFR Part 200

OMB Circular A-21 "Cost principles for educational institutions" forms the basis for determining costs related to institutions of higher education. OMB Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments," forms the basis for determining costs related to federally supported projects performed by state and local governments and Indian tribes. OMB Circular A-122 provides "Cost Principles for Non-Profit Organizations." Profit making organizations are subject to the cost principles for commercial organizations as stated in 48 CFR Part 31. These references provide the basis for a uniform approach to determining costs and to promoting efficiency and better relationships between awardees and the federal government. They are designed to provide that federally assisted programs bear their fair share of costs allowable under these principles except where restricted or prohibited by law. No provision for profit or other increment above cost is intended. Accordingly, these directives are to be regarded as applicable to all cooperative agreement awardees and sub-recipients receiving NIC funds and will guide NIC's administration, audit, and cost determinations with respect to such funds and their use by awardees.

3. Basic Principles

The policy guides and general allowability set forth in the OMB Circulars adequately define NIC's policies and assumptions concerning cost determinations in connection with awards and the programs and projects to which they relate. The basic criteria in determine or examining allowability of costs will be the extent to which cost items contribute to the purposes and execution of the cooperative agreement program and are so applied. It will be assumed:

- A. <u>That awardees will each bear their appropriate share</u> of allocated costs as allowable not only under the Circulars but also under applicable State and local law or regulation.
- B. <u>That awardees and their sub-recipients will accept responsibility</u> for expending and accounting for NIC funds in a manner consistent with:
 - (1) Pertinent agreements and program objectives, and
 - (2) Policies and procedures that apply uniformly both to federally assisted and other activities of the awardees.

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- C. <u>That awardees and their sub-recipients</u> have the primary responsibility for employing whatever form of organization and management techniques necessary to assure proper and efficient fiscal administration and cost allocation, including accounting, budgeting, reporting, auditing and other review controls.
- D. <u>That costs pertinent to carrying out unrelated functions</u> of government (i.e., unrelated to correctional programs receiving cooperative agreement support) are not allowable and there can be no recognition of "profit" or other increment above true cost to a awardee in carrying out NIC cooperative agreements.

4. Cost Related Provisions of the Act

It should be noted that the OMB Circulars do not identify the circumstances or dictate the extent of awardee participation in the financing of particular cooperative agreement programs. Matching requirements of various Federal programs are unaffected by the OMB Circulars and where authorizing legislation contains explicit restrictions on the reimbursement of particular costs, such restrictions are also unaffected. The NIC basic legislation does not provide for matching requirements; accordingly, awardees will receive 100% funding. Therefore, it is the determination of NIC that, in order to maximize the availability of federal funds, careful scrutiny of costs budgeted in applications will be of paramount significance.

5. Contents of OMB Circulars A-21, A-87, and A-122, and 31 CFR Part 200

The pertinent text of these Circulars will be found in the Appendices of this Manual. The four sets of OMB cost principles applicable to all of NIC's cooperative agreements appear in:

<u>OMB Circular A-21</u>. "Cost Principles for Educational Institution." This Circular is applicable to all cooperative agreements awarded to public or private institutions of higher education.

<u>OMB Circular A-87</u>. "Cost Principles for State and Local Governments." This Circular is applicable to all cooperative agreements awarded to agencies of State or local government except public colleges and universities and hospitals.

<u>OMB Circular A-122</u>. "Cost Principles for Non-Profit Organizations." This Circular is applicable to all cooperative agreements awarded to private non-profit organizations that are not colleges or universities with the exception of those organizations listed in Attachment C to the Circular.

<u>48 CFR Part 31</u> "Contracts with Commercial Organizations." This set of cost principles is applicable all to cooperative agreements awarded to profit-making organizations.

The nature of the organization receiving the cooperative agreement determines which set of cost principles applies to its cooperative agreement. Similarly, for sub-recipients, the nature of the sub-recipient determines which set of cost principles is subject to its sub-award. For the most part, the four sets of cost principles are similar in what they recognize as allowable and unallowable costs. There are, however, a sufficient number of differences among them

to require a prudent awardee to be familiar with the specific set applicable to its cooperative agreement.

6. Interpretation and Explanation

- A. <u>Costs Allowable with NIC Approval</u>. Subsequent discussion will deal primarily with NIC policies and rules concerning those costs for which prior NIC approval is required.
- B. <u>Costs Generally Allowable and Unallowable</u>. In addition to costs outlined in this manual, limited interpretation and expansion of text in the OMB Circulars with respect to overall cost allocation or composition principles, costs generally allowable and costs generally unallowable has been provided in those areas where questions
 - have been frequently raised or ambiguities identified by awardees which prevent them from proceeding with assurance as to correct adherence to or proper interpretation of requirements.
- C. <u>Future Modification or Adjustment</u>. Where no amplification of OMB Circular text is deemed necessary, no commentary has been offered. It is only with reference to questions or subjects which call for further explanation or policy definition that additional guidance has been provided. In such cases, the NIC's rules and policies will be subject to modification or adjustment to conform to future issuances or instructions applicable to all Federal cooperative agreement-in-aid programs which seek to further elaborate and standardize the cost allowability principles of the circulars.

7. Reasonableness of Cost

These definitions of reasonableness are added as an amplification of the Circulars. A cost is reasonable if, in its nature or amount, it does not exceed that which would be incurred by an ordinarily prudent person in the conduct of business or Government service. The question of reasonableness of specific costs must be scrutinized with particular care in connection with awards which may not be subject to effective competition. What is reasonable depends upon a variety of considerations and circumstances involving both the nature and amount of the cost in question. In determining the reasonableness of a given cost, consideration shall be given to:

- A. <u>Whether the cost is of a type</u> generally recognized as ordinary and necessary for the conduct of the awardee's functions or the performance of the cooperative agreement or necessary for Government service or the cooperative agreement;
- B. <u>The restraints or requirements imposed</u> by such factors as generally accepted sound business practices, arm's length bargaining, Federal and State laws and regulations, and cooperative agreement terms and specifications;
- C. <u>The action that a prudent organization</u> would take in the circumstances considering its responsibilities to its employees, the Government and the public at large; and
- D. <u>Significant deviations from the</u> established practices of the awardee which may unjustifiably increase the cooperative agreement costs.

8-9. Reserved

SECTION 2. COST REVIEW, APPROVAL, AND MONITORING

10. Prior Cost Approval

- A. <u>Requirement</u>. Written approval of cooperative agreement costs will be required for cost items identified in the OMB Circulars as requiring prior approval and for costs determinations specified in other sections of the Circulars as requiring explicit awarding agency approval except as limited or modified by subsequent paragraphs of this section of the Guideline Manual.
- B. <u>Form</u>. Requests offering adequate justification or description to permit review of allowability must be in writing either:
 - (1) Through inclusion in the budget or other component of a cooperative agreement or sub-cooperative agreement application, or,
 - (2) As a separate letter or written request.

11. Prior Cost Approval Responsibilities

- A. <u>Administrative Authorities</u>. Administration of the cost, principals and standards will be vested in one authority: The National Institute of Corrections. Review of those costs requiring awarding agency approval reserved for the NIC are enumerated in this chapter and written approvals will be requested from and issued by the NIC.
- 12.-15. Reserved

SECTION 3. COSTS ALLOWABLE WITH APPROVAL OF AWARDEE AGENCY

16. General – Costs Requiring Approval

- A. Cost requiring prior approval by an OMB Circular and awardee type.
 - Each OMB Circular specifies the types of costs for which the awardees must obtain prior approval. Awardees should be familiar with the Circulars applicable to them and should seek prior approval from NIC for any costs subject to the requirements. Further guidance is included in this Section.

A-21 (Colleges and Universities)

- capital expenditures for general purpose buildings, equipment, and land, including automatic data processing equipment.
- capital expenditures for specialized equipment exceeding \$1,000 unit cost, including automatic data processing equipment.
- capital expenditures for improvements to land, buildings, or equipment.
- pre-agreement costs.
- special arrangement and alteration costs.

- foreign travel costs.
- domestic travel exceeding the amount specified in the cooperative agreement by 25% or \$500, which ever is less.

A-87 (State and Local Governments and Indian Tribes)

- automatic data processing equipment acquisition.
- building space and related facilities acquisition.
- insurance and indemnification.
- management studies.
- pre-agreement costs.
- professional services.
- proposal costs.

A-122 (Nonprofit organizations)

- capital expenditures for general purpose equipment, including automatic data processing equipment.
- capital expenditures for specialized equipment exceeding \$1,000 in acquisition cost, including automatic data processing equipment.
- capital expenditures for land, buildings, or improvements there to.
- organization costs.
- participant support costs.
- pre-agreement costs.
- special arrangement and alteration costs.
- foreign travel.

31. CFR Part 200 (For Profit Organizations)

- automatic data processing leasing and purchase costs.
- independent research and development, bid and proposal costs.
- insurance and indemnification.
- pre-agreement costs.

- capital expenditures for general purpose equipment and specialized equipment exceeding \$1,000 acquisition cost.
- B. Cost Categories.

Several types of cooperative agreement costs requiring prior NIC approval are listed in this section (see paragraph 17 through 26.) It is not NIC's intention to require approval of all charges but only for those cost aspects or elements that specifically require approval by the federal agency. For example, although automatic data processing costs are discussed in this section and are allowable, only the purchase or other acquisition of automatic data processing equipment requires specific prior approval by NIC.

C. Expenditure Levels.

The establishment of dollar expenditure levels noted in the following paragraphs where individual NIC approval is not required is intended to furnish blanket approval for modest cooperative agreement-related outlays within the pertinent cost category. Costs above such levels are subject to the prior approval requirements and awardees should submit appropriate data and justification for prior approval of such costs.

17. Automatic Data Processing

A. <u>Requirement</u>.

Prior approval is required only for the acquisition of equipment whether by outright purchase, lease-purchase agreement or other method of purchase.

B. <u>Definition</u>.

The following is the definition of automatic data processing equipment. General purpose, commercially available ADP components and the equipment created from them, regardless of use, size, capacity or price, which are designed to be applied to the solution or processing of a variety of problems or applications. This definition includes:

- (1) Digital, analog or hybrid computer equipment;
- (2) Auxiliary or accessorial equipment such as data communications terminals, source data automation recording equipment (e.g., optical character recognition equipment. and other data acquisition devices), and data output equipment (e.g., digital plotters, computer output micro-films) etc., to be used in support of digital, analog, or hybrid computer equipment; whether cable connected, wire connected, radio connected or self-standing, and whether selected or acquired with a computer or separately;
- (3) PCAM (Punch Card Accounting Machines) whether used in conjunction with or independently of digital, analog, or hybrid computers.
- C. Qualifications and Exclusions.
 - Analog computers are covered only when computers of this type are being used as equipment peripheral to a digital computer.

- (2) Items of ADP equipment that are
 - (a) physically incorporated in a weapon, or
 - (b) manufactured under a developmental contract, are excluded from the above definition.
- (3) Accessories such as tape cleaners, tape testers, magnetic tapes, paper tapes, disc packs and the like are excluded.

18. Building Space and Related Facilities

- A. <u>Rental Cost</u>. Prior written approval is not required where:
 - (1) The total rental space requirement, including space for files, conference, mail, supply, reproduction, and storage rooms, is not in excess of 150 square feet per employee (space required for intermittent and/or part-time employees may be included).
 - (2) The rental charge is certified in writing by the awardee or sub-awardee (document on file with cooperative agreement fiscal records) to be consistent with the prevailing rates in the area.
- B. <u>Maintenance and Operation</u>. Prior approval is not required where maintenance and operation expenses, when added to any space rental costs, are estimated to be consistent with the prevailing rates in the area.
- C. <u>Rearrangements and Alterations</u>. Prior approval is not required when the total estimated rearrangement and alteration costs under any cooperative agreement or sub-cooperative agreement is less than \$1,500. For costs in excess of such amount, justification must normally show that:
 - (1) The building involved is in reasonably good condition with a life expectancy of five or more years;
 - (2) The costs are true rearrangement or renovation costs as distinguished from new construction or expansion of an existing building;
 - (3) Total rearrangement or renovation costs do not exceed 25 percent of the current value of the building;
 - (4) Some limit other than above, was established that is reasonable.
- D. <u>Depreciation and Use Allowances</u>. Charges in conformity with the principles and rules on "depreciation and use allowances" contained in the cost principles are allowable. Prior NIC approval is required only when depreciation or use allowances are to be charged, for appropriate reason, on temporarily idle or excess facilities in publicly owned buildings.
- E. <u>Occupancy Under Rental Purchase or Lease with Option to Purchase Agreement</u>. Prior approval of costs of occupancy under arrangements of this type for awardees must be provided by the NIC.

19. Equipment and Other Capital Expenditures

(See paragraph 49 of this chapter for Awardee Procurement Standards and Procedures).

NIC cooperative agreement funds may be expended for equipment. The OMB cost principles provide that the cost of equipment and other capital assets, including repairs which materially increase their useful life, is allowable "when such procurement is specifically approved by the Federal awarding agency."

NIC approval requirements will be as follows:

- A. <u>Inclusion of equipment in the cooperative agreement application budget</u> with sufficient detail to indicate the types, quantity and estimated costs of items desired or,
- B. Submission of a separate request for approval providing similar information.
- C. <u>Cost Allowability Principles</u>. In reviewing equipment acquisition budgets and proposals, the following cost allowability principles should be kept in mind:
 - (1) Equipment required for the conduct of NIC cooperative agreement projects should be budgeted for and purchased only after determination by responsible awardee officials that no other equipment owned by the awardee is available for the effort.
 - (2) Cooperative agreement funds should not be used to provide reimbursement for the purchase price of equipment already owned by the awardee or sub-recipient other than through permissible depreciation of use allowances actually charged to the awardee. This would not apply to equipment owned by a State or local government central purchasing department and held in stock available for issuance and sale to the awardee or other awardee government offices.
 - (3) If equipment purchased is used commonly for two or more Federal cooperative agreement programs or for a Federal cooperative agreement program and a non-federally funded awardee activity, appropriate proration of cost to each activity involved must be effected.
 - (4) Allowability of the costs of equipment purchased with Federal funds will be reduced to the extent of resale or recovery value where use of such equipment for carrying out the purposes of the cooperative agreement project is discontinued (during the life of the project) or use for law enforcement purposes is discontinued (after completion of the project) unless all credits relating to such contingencies are applied to offset or reduce cooperative agreement charges.

20. Insurance and Indemnification

Inclusion of insurance or indemnification costs in the approved cooperative agreement budget or award is normally a precondition for allowability of such costs. However, separate requests for approval may also be made. Note that the treatment of insurance costs differs among the different sets of cost principles.

21. Management Studies

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Prior approval of costs of management studies as defined in OMB Circular A-87 is required only if the studies are to be performed by agencies other than the awardee.

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22. Pre-agreement Costs

Prior approval is required for "pre-agreement costs" either by inclusion in the cooperative agreement application or by separate submission and approval prior to formal approval by the NIC of the cooperative agreement application.

23. Proposal Costs

Prior approval by NIC is required for proposal costs, either by inclusion in the cooperative agreement or by separate submission.

24. Professional (Including Contract and Consultant) Services

(See paragraph 49 of this chapter for Awardee Procurement Standards and Procedures.)

- A. <u>The requirements of professional services</u> with respect to arrangements with individuals, other government units and non-government organizations are as follows:
 - (1) Arrangements with INDIVIDUALS shall insure that:
 - (a) It is NIC policy that the daily rate for consultants and specialists is \$350 per day including fringe benefits. This rate is based upon an eight-hour day. It is recognized an eight-hour day may include preparation, evaluation and travel time in addition to the actual performance. Documentation is necessary to substantiate performance time. Note the provisions of the applicable cost principles for guidance on methods of documentation.
 - (b) The individual is not an employee of the executive branch of State government;
 - (c) Dual compensation is not involved (i.e., individuals may not receive compensation both from their regular employers and the retaining awardee for work performed during a single period of time even though the services performed benefit both);
 - (d) The compensation is reasonable and consistent with that paid for similar work in other activities in the same geographic area;
 - (e) The retainer arrangement is formal and proper and otherwise consistent with the awardee's usual practices for obtaining such services;
 - (f) Time and/or services for which payment will be made and rates of compensation will be supported by adequate documentation; and,
 - (g) Transportation and subsistence costs for travel performed are at an identified rate consistent with the Federal Government general travel reimbursement practices.
 - (2) <u>Arrangements with OTHER GOVERNMENT UNITS</u> shall insure that the work or services for which reimbursement is claimed must be directly and exclusively devoted to cooperative agreement purposes and charged at rates not in excess of actual cost to the performing government agency.

- (3) <u>Arrangements with NON-GOVERNMENT ORGANIZATIONS</u> shall insure that:
 - (a) The arrangement is formal and proper and consistent with the usual practice and policies of the awardee in contracting for or otherwise obtaining services of the type required;
 - (b) Indirect costs or overhead charges in cost-type arrangements are based on an audited or negotiated rate previously approved by a State or Federal agency or are based on an indirect cost submission, reflecting actual cost experience during the contractor's last annual or other recently completed fiscal period; and,
 - (c) The fixed fee or profit allowance in cost-type contracts does not exceed 10 percent of total estimated costs.
- (4) An awardee should not circumvent the requirements of Chapter 4, paragraph 24A (l) and (3) by contracting for a product which would not be subject to the professional services fee limitation. This is particularly significant in contracting for the services of individuals.
- B. If any of the conditions outlined in Chapter 4, paragraph 24A (1), (2) or (3) are not met, prior approval must be obtained from NIC.

25. Foreign Travel

Foreign travel is defined as any travel outside of the United States and its territories and possessions. Foreign travel costs are allowed only when:

- A. <u>The travel has received specific prior approval by the NIC.</u>
- B. <u>Each separate foreign trip</u> must be specifically approved by the NIC. In seeking approval the awardee should indicate who is to travel, why, where, for how long, and what the expected travel and per diem costs will be.

26-29. Reserved

SECTION 4. COSTS GENERALLY ALLOWABLE

30. Commentary

This section supplements the cost principles and responds to points on which questions have been frequently raised.

31. Compensation for Personal Services

- A. <u>Two or More Federal Cooperative Agreement Programs</u>. Where salaries apply to personnel of two or more cooperative agreement programs, proration of cost to each cooperative agreement involved must be made based on the documented amount of time or effort expended on each cooperative agreement.
- B. Extra Work

- (1) An employee may be employed by a awardee in addition to his or her full-time job provided the work is performed on the employee's own time and:
 - (a) The compensation is reasonable and consistent with that paid for similar work in other activities of the awardee;
 - (b) The employment arrangement is approved and proper under State or local regulations or awardee policy, and;
 - (c) The time and/or services provided are supported by adequate documentation.
- (2) Such employment arrangements should normally be made by the awardee directly with the individual (to avoid problems arising from overtime, holiday pay, night differential or related payroll regulations) unless there has been a transfer or loan of the employee for which his or her regular as well as overtime services provided are to be charged to or reimbursed by the awardee. Overtime and night differential payments are allowed only to the extent that payment for such services is in accordance with the policies of the awardee. The overtime should be prorated among the various jobs based on the amount of time and effort expended on each.
- (3) Payment of these premiums will be for work performed by cooperative agreement employees in excess of the established work week (usually 40 hours). Payment of continued overtime is subject to periodic review by NIC.
- C. <u>Cooperative Agreement Purposes and Dual Compensation</u>. Time charges of awardee employees assigned to cooperative agreement programs may be reimbursed or recognized only to the extent they are directly and exclusively related to cooperative agreement purposes or proper for inclusion in indirect costs. In no case is dual compensation allowable (see note). That is, an employee of a State and local government may not receive compensation from his or her agency and from an NIC awardee or sub-recipient for work purportedly performed during a single period of time (e.g., 1 p.m. to 5 p.m.) even though such work may benefit both activities.
 - NOTE: Full time university academic appointments do not preclude paid reimbursement for consultant services under the dual compensation ban where university arrangements specifically permit the faculty member to consult during a specified number of days or portions of the work week or other employment period.

32. Conferences, Symposia and Workshops

Charges to a cooperative agreement may include conference or meeting arrangements, publicity, registration, salaries of personnel, rental of staff offices and conference space, recording or translation services, postage and telephone charges, and travel expenses (including transportation and subsistence) for faculty, speakers, or participants. Each of these items, when related to cooperative agreement purposes, is recognized as an allowable cost under the cost principles. Cooperative agreement funds may not be used for honoraria (i.e., payments to participating individuals or guests other than for documented professional nservices actually rendered at reasonable compensation rates), entertainment, sports tickets, visas, passport charges, tips, bar charges, personal telephone calls, or laundry charges for participants or guests.

33. Project Income

Awardees are required to account for program income related to projects financed in whole or in part with Federal funds and if the income is added to the project, to report such income to NIC on the H-l and H-2 financial reports.

- A. <u>Interest</u>. States, and any agency or instrumentality of a State, shall not be held accountable for interest earned on cooperative agreement funds. Indian Tribes are not accountable for interest earned. All other awardees shall return any interest earned on cooperative agreement funds to the National Institute of Corrections. In this respect, awardees and sub-recipients shall so order their affairs as to insure minimum balances in their respective cooperative agreement accounts.
- B. <u>Royalties</u>. Royalties received from copyrights and patents during the cooperative agreement period shall be retained by the awardee and added to the funds already committed to the program. Royalties received after expiration of the cooperative agreement period are not accountable to NIC.
- C. <u>Sale of Property</u>. The policy governing the proceeds from the sale of real and personal property purchased with project funds is covered in OMB Circulars A-102 and A-110.
- D. <u>Other</u>. All other program income earned during the cooperative agreement period shall be retained by the awardee and, in accordance with the cooperative agreement, shall be either:
 - (1) Added to funds committed to the project by the awarding agency and the awardee and be used to further eligible program objectives; (this is the usual NIC requirement) or
 - (2) Deducted from the total project costs for the purpose of determining the net costs on which the Federal share of costs will be based.

34-37. Reserved

SECTION 5. COSTS GENERALLY UNALLOWABLE

38. Compensation of Federal Employees

Salary payments, consulting fees or other remuneration of full-time Federal employees are unallowable.

39. Travel of Federal Employees

Costs of transportation, lodging, subsistence, and related travel expenses of NIC employees are unallowable charges against NIC cooperative agreements. Travel expense of other Federal employees may be reimbursed from cooperative agreement funds (in accordance with federally established rates) when:

- A. <u>It has been included</u> as an identifiable item in the funds budgeted for the project or subsequently submitted for NIC approval and,
- B. <u>Participation of the Federal</u> employee has been approved by the employee's department or agency.

40. Bonuses or Commissions

The awardee or sub-recipient is prohibited from paying any bonus or commission to any individual for the purpose of obtaining approval of an application for NIC assistance.

41. Reserved

42. Lobbying

(See OMB Circular A-122 for detailed guidance.)

- A. <u>In summary, the following types</u> of lobbying activities are unallowable with cooperative agreement funds:
 - electioneering at the Federal, State, or local level and support of such entities as campaign organizations and political action committees (PAC's);
 - (2) most direct lobbying of the Congress and state legislatures to influence legislation. Note, however, that lobbying in the form of technical or factual presentations to Congress or State legislatures, at their request, is allowable;
 - (3) lobbying of the Executive Branch of the Federal government in connection with decision to sign or veto enrolled legislatures;
 - (4) efforts to use State or local officials to lobby Congress or State legislatures;
 - (5) grass roots lobbying concerning either Federal or State legislation; and
 - (6) legislative liaison activities in support of unallowable lobbying activities.
- B. <u>These provisions are not to be construed</u> as limiting expenses for the purposes of testimony before legislative bodies reviewing the effectiveness of cooperative agreement programs or to prevent introduction and support in the State legislatures of general statutory reform, such as criminal code revisions, etc.

43-44. Reserved

SECTION 6. GENERAL COST PRINCIPLES

45. Cost Allocation Plans - Central Support Services

State agencies may not charge the cost of central support services supplied by the State except pursuant to a "cost allocation plan" approved by the Department of Health and Human Services as provided in Attachment C, D, and E to OMB Circular A-87. This may be on a provisional, final or predetermined rate basis.

46. Indirect Costs

- A. <u>Approved Plan Available</u>
 - (1) The NIC will accept any indirect cost rate or allocation plan previously approved for any State agency, local unit of government or any other public or private organization by any Federal agency on the basis of allocation methods substantially in accord with those set forth in OMB Circular A-87.
 - (2) Where federally approved rates are used as the basis for charging indirect costs to NIC cooperative agreement funds, a copy of the Federal agency approval document should be promptly furnished.
- B. <u>No Existing Approved Plan</u>
 - (1) Where there is no existing federally approved rate for the organization, indirect costs may not be charged to NIC cooperative agreement funds on the basis of predetermined fixed rates or negotiated lump sum unless the rate is approved by NIC.
 - (2) In those instances where there is no existing federally approved rate, flat amounts not in excess of 10 percent of direct labor costs (excluding fringe benefits) may be allowed.
 - (3) Where flat rates are accepted in lieu of approved indirect costs and/or rates, awardees may not also charge expenses normally included in overhead pools, (e.g., accounting services, legal services, building occupancy and maintenance, etc.), as direct costs. Awardees are encouraged to seek maximum indirect cost absorption as a means for broader and more concentrated application of Federal funds to direct NIC activities.

47. Deviations from Submitted Budgets – Allowability of Costs

NIC recognizes the needs which will arise for departure from or adjustment of previously submitted budget estimates in cooperative agreement applications. The most carefully formulated estimates must respond to future events, experience, and special contingencies, problems or costs not always susceptible of advance determination. Therefore, awardees may transfer among direct cost expenditure categories a cumulative amount up to 5 percent of the cooperative agreement budget or \$10,000, whichever is greater (for cooperative agreement budgets in excess of \$100,000) or a cumulative 5 percent change of the cooperative agreement budget for cooperative agreements of \$100,000 or less.

Transfers exceeding these limitations require prior approval of NIC.

48. Reserved

49. Awardee Procurement Standards and Procedures

(See OMB Circular A-102 and A-110 in the Appendix.)

A. <u>Purpose</u>. The following paragraphs provide standards for use by awardees in establishing procedures for the procurement of supplies, equipment, and other services with NIC cooperative agreement funds. These standards are furnished to insure that such materials and services are obtained in an effective manner and in

compliance with the provisions of applicable Federal law and Executive Orders.

- B. <u>Content</u>. The policies set forth in this paragraph supplement paragraphs 19 and 24 of this chapter of the Manual. These policies and standards do not relieve the awardee of the contractual responsibilities arising under its contracts. The awardee is the responsible authority, without recourse to NIC, regarding the settlement and satisfaction of all contractual and administrative issues arising out of any procurement entered into in support of a cooperative agreement. This includes but is not limited to: disputes, claims, protests of award, source evaluation or other matters of a contractual nature. Matters concerning violation of law are to be referred to such local, State, or Federal authority as may have proper jurisdiction.
- C. <u>Minimum Requirements</u>. Awardees may use their own procurement procedures and forms which reflect applicable State and local law, rules and regulations provided that any procurement made with Federal and cooperative agreement funds adhere to the standards set forth herein and in the OMB Circulars.
- D. <u>Standards of Conduct</u>. The awardee shall abide by a code or standard of conduct which shall govern the performance of its officers, employees, or agents in contracting with and expending NIC cooperative agreement funds. Awardees' officers, employees or agents, shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or potential contractors. To the extent permissible by State or local law, rules or regulations, such standards shall provide for penalties, sanctions, or other disciplinary actions to be applied for violations of such standards by either the awardee officers, employees, or agents, or by contractors or their agents.
- E. <u>Adequate Competition</u>. All procurement transactions, regardless of whether negotiated or advertised and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. The awardee shall be alert to organizational conflicts of interest or noncompetitive practices among contractors which may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work and/or requests for proposals for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement.
- F. <u>Procurement Procedures</u>. The awardee shall establish procurement procedures which provide for, as a minimum, the following procedural requirements:
 - (1) Proposed procurement actions shall be reviewed by awardee officials to avoid purchasing unnecessary or duplicate items. Where appropriate, an analysis shall be made of lease and purchase alternatives to determine which would be the most economical and practical means of procurement.
 - (2) Invitations for bids or requests for proposals shall be based upon a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive announcements, contain features which unduly restrict competition. "Brand name or equal" description may be used as a means to define the performance or

other salient requirements of a procurement. When so used, the specific features of the named brand which must be met by applicants must be clearly specified.

- (3) Positive efforts shall be made by awardees to utilize small business and minority owned business sources of supplies and services. Such efforts should allow these sources the maximum feasible opportunity to compete for awards to be performed utilizing NIC cooperative agreement funds. Such positive efforts may include, where feasible, the breakout of work that could be readily handled by small business or minority firms; and shall include the aggressive recruitment of small business and minority firms for bidders list. No mandatory "set-aside" or quota of awards to small minority businesses is required by NIC.
- (4) The type of procuring instruments used (i.e., fixed price awards, cost reimbursable awards, purchase orders, incentive awards, etc.), shall be appropriate for the particular procurement and for promoting the best interest of the cooperative agreement program involved. The "cost-plus-a-percentage-ofcost" method of awarding cooperative agreements shall not be used.
- (5) Formal advertising with adequate purchase description, sealed bids, and public openings shall be the preferred method of procurement unless negotiation pursuant to paragraph 49f (6) is necessary to accomplish sound procurement. However, procurement of \$25,000 or less need not be so advertised unless otherwise required by State or local law or regulations. Where such advertised bids are obtained, the awards shall be made to the responsible bidder whose bid is responsive to the invitation and is most advantageous to the awardee, price and other factors considered. (Factors such as discounts, transportation costs, taxes, may be considered in determining the lowest bid.) Invitations for bids shall clearly set forth all requirements which the bidder must fulfill in order for its bid to be evaluated by the awardee. Any or all bids may be rejected when it is in the awardee's interest to do so, and such rejections are in accordance with applicable State and local law, rules, and regulations.
- (6) Procurement may be negotiated if it is impracticable and unfeasible to use formal advertising. Notwithstanding the existence of circumstances justifying negotiation, competition shall be obtained to the maximum extent practicable.
- G. <u>Cooperative Agreement Awards</u> shall be made only with responsible parties who possess the potential ability to perform successfully under terms and conditions of a proposed procurement. Consideration shall be given to such matters as integrity, record of past performance, financial and technical resources, or accessibility to other necessary resources.
- H. <u>Procurement Records</u> or files for purchases in excess of \$25,000 shall provide at least the following pertinent information: justification for the use of negotiation in lieu of advertising, awardee selection, and the basis for the cost or price negotiated.
- I. <u>A System for Cooperative Agreement Administration</u> of the award shall be

maintained to assure awardee conformance with terms, conditions and specifications of the award, and to assure adequate and timely follow-up of all purchases.

- J. <u>Provisions for Awards</u>. The awarding agency shall include, in addition to provisions to define a sound and complete agreement, the following provisions in all awards:
 - Awards shall contain such provisions, or conditions which will allow for administrative or legal remedies in instance where awardees violate or breach award terms, and provide for such sanctions and penalties as may be appropriate.
 - (2) All award amounts which are in excess of \$25 000 shall contain suitable provisions for termination by the awarding agency including the manner by which it will be effected and the basis for settlement. In addition, such awards shall describe conditions under which the award may be terminated for default as well as conditions where the award may be terminated because of circumstances beyond the control of the awardee.
 - (3) All cooperative agreement awards in excess of \$25,000 shall include provisions for compliance with Executive Order No. 11246, entitled, "Equal Employment Opportunity," as supplemented in Department of Labor Regulations (41 CFR, Part 60). Each awardee shall be required to have an affirmative action plan which declares that it does not discriminate on the basis of race, color, religion, creed, national origin, sex, and age and which specifies goals and target dates to assure the implementation of that plan. (The awarding agency shall establish procedures to assure compliance with this requirement by awardees and to assure that suspected or reported violations are promptly investigated.)
 - (4) All cooperative agreement awards for repair of physical facilities shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR, Part 3). This Act provides that each awardee shall be prohibited from inducing, by any means, any person employed in the completion or repair of public work, to give up any part of the compensation to which otherwise entitled. The awardee shall report all suspected or reported violations to NIC.
 - (5) Where applicable, all cooperative agreements awarded by awardees in excess of \$2,500 which involve the employment of mechanics or laborers shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under Section 103 of the Act, each awardee shall be required to compute the wages of every mechanic and laborer on the basis of a standard work day of 8 hours and a standard work week of 40 hours. Work in excess of the standard workday or workweek is permissible provided that the worker is compensated at a rate of not less than 1½ times the basic rate of pay for all hours worked in excess of 8 hours in any calendar day or 40 hours in the work week. Section107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or

dangerous to health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or awards for transportation or transmission of intelligence.

- (6) Cooperative agreement awards with the principal purpose to create, develop, or improve products, processes or methods, or for exploration into fields which directly concern public health, safety, or welfare; or awards in the field of science or technology in which there has been little significant experience outside of work funded by Federal assistance, shall contain a notice to the effect that matters regarding rights to inventions, and materials generated under the award are subject to the regulations issued by the Federal awarding agency and the awardee.
- (7) All cooperative agreements awarded by the awarding agency shall include a provision to the effect that the awardee, NIC and the Comptroller General of the United States, or any of their duly authorized representatives shall have access for purpose of audit and examination to any books, documents, papers, and records of the awardee that are pertinent to the cooperative agreements received under NIC. On all negotiated awards, pertinent records are deemed to include all cost estimating and actual cost data.
- (8) Cooperative agreements of amounts in excess of \$100,000 shall contain a provision which requires the recipient to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970. Violations shall be reported to the NIC and the Regional Office of the Environmental Protection Agency.
- K. <u>Cooperative Agreement Applications</u>. The procurement procedure and selection basis to be used for awards over \$10,000 or the proposed award must be included as part of the cooperative agreement application. On proposals containing a sole source procurement over \$10,000, a justification for the use of this method must be included and if the contemplated sole source procurement aggregate expenditure is expected to exceed \$10,000, prior NIC approval of the award is required.

50-52. Reserved

CHAPTER 5

FINANCIAL AND PERFORMANCE REPORTS

SECTION 1. APPLICABILITY OF OMB CIRCULARS A-102 AND A-110 FORMS TO NIC

1. General

The manner in which NIC obtains financial information is prescribed by the standards for administration of cooperative agreements contained in OMB Circulars A-102, Appendix 3 and A-110, Appendix 4. These appendices prescribe a set of standard forms which are to be used by awardees for:

A. Reporting financial information to awarding agencies; and

B. Requesting advances and reimbursements when a letter of credit method is not used.

2. Applicability to NIC

All NIC cooperative agreements are subject either to OMB Circulars A-102 or A-110 depending on the nature of the awardee, and to the applicable financial reporting forms.

3. Forms to Use

The following forms shall be used:

- A. <u>Reporting Forms</u>.
 - (1) Financial Status Report H-1. This form is submitted to report the status of funds for ALL cooperative agreements covered by this Manual.
 - (2) Report of Federal Cash Transactions H-2. This form is submitted by all awardees receiving Federal funds with U.S. Treasury checks for ALL cooperative agreements. Only one form, per awardee, is required.
 - (3) Cooperative Agreement Progress Report. This narrative report is submitted for ALL NIC cooperative agreements.
- B. <u>Fund Request Form H-3</u>. Request for Advance or Reimbursement. This form is used for securing cash (See Chapter 5, paragraph 31).

4. Submission Requirements

- A. <u>Reporting Forms</u>. The required financial and performance reporting forms shall be submitted to the NIC as follows (see Chapter 5, Section 3.)
- B. <u>Funds Requests</u>. Requests for advances or reimbursement (Attachment H-3) will be submitted in original and one copy by awardee to NIC.

5. Award Document and Payment of Cooperative Agreement Funds

A. <u>Statement of Award</u>. As cooperative agreement applications are approved by NIC, awardees will receive formal "cooperative agreement award" statements evidencing such action and indicating the amount, type of agreement, and any special conditions

of the cooperative agreement. The award statement will incorporate, by reference or attachment, the cooperative agreement application to which it relates. When issued and accepted by the awardee, it will constitute the operative document obligating and reserving Federal funds for use by the awardee in execution of the program covered by the award.

- B. <u>Acceptance</u>. The awardee must indicate acceptance of the cooperative agreement and any special conditions by returning a signed copy of the award statement to NIC. This will confirm its contractual obligation to utilize funds for purposes stipulated in the cooperative agreement application and the award and to comply with the agreement's conditions and applicable statutory requirements and regulations.
- C. <u>Cooperative Agreement Number</u>. Each cooperative agreement will be numbered by NIC and all future correspondence and references to a cooperative agreement should include this number.

6. Payment of Cooperative Agreement Funds

<u>Annual Requirements</u>. Awardees will receive Federal funds on an "electronic fund transfer" (EFT) basis. That is, upon receipt of a written request for funds from the awardee, funds covering the amount requested for a minimum operational level will be electronically transferred to the awardee's financial institution or its designated fiscal agent.

7. Obligating Federal Funds

Federal funds are obligated by NIC at the time the cooperative agreement is awarded, but only for purposes stipulated in the cooperative agreement application and award, and only for expenditure or obligation by the awardees within the period stated in the cooperative agreement award or generally prescribed by NIC for the type of cooperative agreement involved. <u>Requests for change or extension of the award period</u> must be made in writing **60 days** in advance of expiration.

- A. <u>Federal Obligation Process</u>. Once a cooperative agreement award has been signed by NIC and accepted by the awardee, the amount of the award is entered in the NIC accounts as an obligation of the Federal Government. Appropriated funds are thereby reserved against the cooperative agreement until all monies have been paid or, in case of non-utilization of funds within statutory or other time limits, revert to NIC through cancellation of the unused balance.
- B. <u>Payment to Awardees</u>. Actual disbursement of funds to awardees is handled by the Treasury Department acting on the basis of NIC certifications.

8. Reserved

SECTION 2. GLOSSARY OF ACCOUNTING TERMS FOR OMB CIRCULARS A-102 AND A-110

9. Accrual Basis of Accounting

A method of accounting whereby financial transactions or events are identified with and recorded in the accounting records during the period in which revenue is earned, goods and

1)4

earned assets acquired, and liabilities incurred regardless of when payments are made or collections are received.

10. Accrued Expenditures

The amount paid or the liability incurred for goods and services received, other assets acquired and performance accepted during the accounting period, regardless of when cash payments are made whether invoices have been rendered; or in some cases, whether goods or other tangible property have been physically delivered. As applied to OMB Circulars A-102 and A-110, accrued expenditures are the charges incurred by the awardee or sub-awardee during a given period requiring the provision of funds for:

- A. Goods and other tangible property received.
- B. Services performed by employees, sub-receipents and other payees.

11. Accrued Income

The amount earned during the reporting period (regardless of when collections are received) for commodities, work, or services furnished to an individual, firm, organization or State or local government, for which payments are required and which may be credited to an appropriation or fund. In accordance with OMB Circulars A-102 and A-110, accrued income is earnings during a given period which is a source of funds resulting from:

- A. <u>Services performed</u> by the awardee or sub-awardee.
- B. Goods and other tangible property delivered to purchasers.

12. Advance by Electronic Fund Transfer

Payments made by electronic fund transfer to an awardee upon its request or through the use of a predetermined payment schedule before actual payment is made by the awardee.

13. Cash Basis of Accounting

A method of accounting in which income is credited when received rather than when earned, and expenses are recorded when paid rather than when incurred.

14. Disbursements (Gross)

Payments via electronic fund transfer, including all advances, net of refunds received. As applied to OMB Circulars A-102 and A-110, gross disbursements are the awardee's total cash disbursements or payments made from Federal funds less refunds of Federal funds received during the reporting period.

15. Disbursements (Net)

Gross disbursements less reimbursements and other income collected and credited in the accounts. Net disbursements represent gross disbursements less program income received.

16. Federal Funds Authorized

The amount of the Federal funds authorized in the cooperative agreement award.

17. Obligations

Cooperative Agreement funds cannot be obligated prior to the effective date of the award, unless approved in writing by the Director of NIC, or after the completion date of the

award. Any obligations outstanding as of the completion of the award must be liquidated within 90 days after that date. A awardee may request, in writing, an extension of this period.

18. Outlays

Expenditures made by awardees for a given project or program.

- A. <u>If reporting on a cash basis</u>, outlays represent the sum of:
 - (1) Actual cash disbursements for goods and services;
 - (2) The amount of indirect expenses charged;
 - (3) The value of in-kind contributions applied if applicable; and
 - (4) The amount of cash advances and payments made to sub-recipients.
- B. If reporting on an accrual basis, outlays represent the sum of:
 - (1) Actual cash disbursements by sub-recipients;
 - (2) The amount of indirect expenses incurred;
 - (3) The value of in-kind contributions applied if applicable; and,
 - (4) The amounts owed for goods and other property received and for services performed by employees, contractors, and others, even if not yet paid.

19. Program Income

Earnings by the awardee realized from the cooperative agreement-supported activities. Such earnings exclude interest income and may include, but are not limited to, income from service fees, sales of commodities, usage or rental fees, sale of assets purchased with cooperative agreement funds, and royalties on patents and copyrights earned during the life of the cooperative agreement. If reporting on a cash basis, program income represents the amount of cash income received during the reporting period. If reporting on an accrual basis, program income represents the amount of income earned regardless of when collections are received.

20. Reimbursement by Electronic Fund Transfer

Payment made by EFT to an awardee upon its request after actual payment was made by the awardee.

21. Undelivered Orders

The amount of orders for goods and services outstanding for which the liability has not yet accrued. This amount includes any orders for goods or services for which advance payment has been made, but for which delivery or performance has not yet occurred.

22. Unobligated Balance

The portion of a Federal cooperative agreement which has not been obligated by awardees. It is determined by deducting the cumulative unpaid obligations and outlays as reported by awardees from the Federal funds authorized.

23. Unliquidated Obligations

The amount of obligations incurred by awardees which have not been paid. If reporting on a cash basis, unliquidated obligations represent the total amount of unliquidated obligations for a project or program including unliquidated obligations to sub-awardees. If reporting on an accrual basis, unliquidated obligations represent only the amount of undelivered orders.

24-26. Reserved

SECTION 3. DETAILED INSTRUCTIONS FOR FINANCIAL REPORTS

27. General

This section is designed to present a comprehensive description of the reporting forms. Each report presentation includes the purpose and a general discussion on the contents of the forms.

28. Financial Status Report – H-1

- A. <u>Purpose</u>. The Financial Status Report (refer to Appendix 7) is a quarterly report designed to reflect all information relating to obligations and outlays (Federal and non-federal) for each cooperative agreement.
- B. Submission.
 - (1) A separate H-1 report is required of the awardee for each cooperative agreement.
 - (2) An original of this report is submitted quarterly, within 30 days following the end of the quarter, to NIC. Final reports are due to NIC 90 days following the end of the reporting period or the expiration date of the cooperative agreement.

C. <u>Instructions</u>.

- Item 1 Federal Agency and Organizational Element. Enter the awarding agency (National Institute of Corrections.)
- Item 2 Federal Cooperative Agreement Number or Other Identifying Number. Enter the Federal cooperative agreement number assigned by NIC.
- Item 3 Name and Address of Awardee Organization. Enter the name and complete mailing address, including the zip code, for the awardee organization.
- Item 4 Employer Identification Number. Enter the employer identification number assigned to the organization by the U.S. Internal Revenue Service.
- Item 5 Awardee Account number or identifying number. This item is not applicable. Enter "N/A."
- Item 6 Final Report. When this is the final expenditure report for the cooperative

agreement, enter and "X" in the "yes" box. Enter an "X" in the "no" box when this is an interim report.

- Item 7 Basis of Report. Enter an "X" in the appropriate box to indicate the awardees' method of reporting (cash or accrual.)
- Item 8 Project Period. Enter the mon, day, and year of the beginning and ending period of the cooperative agreement as shown in the Cooperative Agreement Award Letter. If this cooperative agreement period has changed, the dates indicated in this item should agree with the dates shown on the latest approved Cooperative Agreement Adjustment Notice. The dates should be indicated as follows:
 - (a) Month -01 through 12
 - (b) Day 01 through 31
 - (c) Year last two digits of the calendar year
- Item 9 Report Period. Enter the month, day, and year of the beginning and ending dates of the quarter for which this report is prepared. Refer to above paragraph for the proper date format.
- Item 10 Status of Funds. This item presents the obligation and expenditure status of the cooperative agreement. Only the "Total" column will be used for all cooperative agreements.
 - Line a Total Outlays Previously Reported. Enter the total Federal and non-federal program outlays at the beginning of the reporting period. This will be the amount reported on line 10e of the previous H-1 report. Exception: when the cooperative agreement is being reported for the first time, the value will be zero "0."
 - Line b Total Program Outlays This Period. Enter the amount of Federal and on-federal cash outlays reported by the awardee/sub-recipient for the indicated cooperative agreement. This figure includes all program income used to carry out the cooperative agreement.
 - Line c Program Income Credits. Enter the program income included in line b. Total program outlays this period.
 - Line d Net Program Outlays This Period. Enter the result of line b, Total program outlays this period, less line c, Program income credits.
 - Line e Total Program Outlays to Date. Enter the sum of line a, Total outlays previously reported, and line d, Net program outlays this period. This amount represents the cumulative outlays to date of both Federal and non-federal funds.

| Line f | Less: Non-Federal Share of Program Outlays. Enter the |
|--------|--|
| | cumulative non-federal share, if any, (matching contribution) of |
| | the program outlays included in line 3, Total program outlays |
| | to date. |

- Line g Total Federal Share of Program Outlays. Enter the result of line 3, Total program outlays to date, less line f, Non-federal share of program outlays.
- Line h Total Unpaid Obligations. Enter the total Federal and nonfederal unpaid obligations for the cooperative agreement. This amount represents the amount of obligations incurred by the awardee/recipient which have not been paid.
- Line i Less: on-Federal Share of Unpaid Obligations (if ay). Enter he non-federal share of unpaid obligations included on line h, Total unpaid obligations.
- Line j Federal Share of Unpaid Obligations. Enter the result of line h, Total unpaid obligations, less line i, Non-federal share of unpaid obligations.
- Line k Total Federal Share of Outlays and Unpaid Obligations. Enter the sum of line g, Total Federal share of program outlays, and line j, Federal share of unpaid obligations.
- Line I Total Federal Funds Authorized. Enter the total Federal cooperative agreement award amount as defined by the Cooperative Agreement Award Letter or revised by Cooperative Agreement Adjustment Notices.
- Item 11 Indirect Expense. This item is used to show the indirect expense associated with the cooperative agreement and defined prior to the cooperative agreement award. Amount entered in this item shall be the total amount of indirect cost charged during the quarter. The line items and the "Instructions for Preparing the Financial Status Report" are selfexplanatory.
- Item 12 Remarks. This space will be used to provide information necessary to comply with NIC legislative and administrative requirements.
- Item 13 Certification. The contents of this item are self-explanatory. Reports should be certified by an authorized official of the awardee organization before submission.

29. Report of Federal Cash Transactions – H-2

A. <u>Purpose</u>. The report of Federal Cash Transactions (refer to Appendix 6) is a monthly report designed to report Federal cash disbursements made in support of various

cooperative agreement programs and to reflect cash the awardee has on hand. It presents the difference between Federal funds received by and the disbursement of those funds.

- B. <u>Submission</u>. One H-2 report, which reflects current monthly Federal cash transactions for all cooperative agreements, is prepared by each awardee receiving Federal funds through letters of credit or with U.S. Treasury checks either in advance or by reimbursement. This report is submitted monthly, within 15 days following the end of the reporting month. The original copy of this report is submitted by the awardee to NIC.
- C. <u>General Content</u>. Page 1 of the report is submitted by all awardees. Page 2 of the report is used only when the awardee is reporting on more than one cooperative agreement and it shows information for each cooperative agreement. The interrelationship of Page 1 and Page 2 is the net Disbursement Amount for the current period. Therefore, line 11h of Page 1 must be identical to the total of column 6a which is shown on item 7 of Page 2.
- D. Instructions Page 1.
 - Item 1 Federal Agency and Organizational Element. Enter National Institute of Corrections (name of the awarding agency.).
 - Item 2 Name of Awardee Organization. Enter the name and complete mailing address, including the zip code, for the awardee organization.
 - Item 3 Federal Employer Identification Number. Enter the employer identification number assigned to the organization by the U.S. Internal Revenue Service. This number should be used consistently on all reports.
 - Item 4 Federal Cooperative Agreement Number or Other Identifying Number. When this report reflects cash transactions of Federal funds for only one cooperative agreement, enter the Federal cooperative agreement number assigned by the NIC. When reporting on more than one cooperative agreement, leave this item blank.
 - Item 5 Awardee's Account Number or Identifying Number. This item is not applicable. Enter "N/A."
 - Item 6 Letter of Credit Number. When Federal funds are received by U.S. Treasury check, enter "N/A."
 - Item 7 Last Payment Voucher No. When Federal funds are received only by U.S. Treasury check, enter "N/A."
 - Item 8 Number of Payment Vouchers.
 - Item 9 Number of Treasury Checks Received. Enter the total number (count) of U.S. Treasury checks received during the reporting month, whether or not

deposited. The dollar amount of all U.S. Treasury checks reported in this item must equal the amount of Treasury check payments in line 11c.

- Item 10 Report Period (Month, Day, Year.) Enter the beginning and ending dates of the month applicable to this report. The dates should be indicated as follows:
 - (a) Month -01 through 12
 - (b) Day 01 through 31
 - (c) Year Last two digits of the calendar year.

Item 11 Status of Federal Cash. This item presents current month cash transactions of Federal funds at the awardee level.

Line a Cash on Hand Beginning of Period. Enter the total amount of Federal cash on hand at the awardee level at the beginning of the month. This value will be the amount reported on line 11j of the previous month's report.

NOTE: When using this report form for the first time, the value will be the actual amount of Federal cash on hand at the close of business on the day prior to the first reporting day. (For an organization receiving its first cooperative agreement, the amount will be "0".)

- Line b Letter of Credit Withdrawals. When Federal funds are received only by U.S. Treasury check, enter "0."
- Line c Treasury Check Payments. Enter the total of all Federal funds received (whether or not deposited) through U.S. Treasury checks. The amount must equal the total dollar value of the Treasury checks reported in item 9 above.
- Line d Total Receipts. Enter the sum of line b, Letter of Credit Withdrawals, and line c, Treasury Check Payments.
- Line e Total Cash Available. Enter the sum of line a, Cash on hand beginning of period, and line d, Total receipts.
- Line f Gross Disbursements. Enter the total Federal cash disbursements made by the awardee during the reporting period.
- Line g Federal Share of Program Income. Enter the Federal share of program income received by the awardee during the reporting period. Enter only the amount of program income derived from the cooperative agreement-supported activities which is required, by the terms of the cooperative agreement, to be used on the project or program.

- Line h Net Disbursements. Enter the net result of line f, Gross disbursements, less line g, Federal share of program income. When reporting on more than one cooperative agreement, this amount must agree with the total of column 6a as shown in ltem 7 of page 2 of the H-2 report.
- Line i Adjustments of Prior Periods. Enter the amount of all adjustments pertaining to prior periods which affect the cash on hand balance at the end of the reporting month. DO NOT include amounts which have been included in any line above or in column 6a of page 2. In item 14, Remarks, give a full explanation of the adjustment.
- Line j Cash on Hand End of Period. Enter the total amount of Federal cash on hand at the end of the reporting period. This amount should equal the net of line e, Total cash available; less line h, Net disbursements; plus or minus line i, Adjustments.
- Item 12 The Amount in Item 11j Represents Cash Requirements for the Ensuing Days. Enter the estimated number of days until the cash on hand, shown on line 11j, will be expended. This estimate should be based on the predicted disbursement requirements necessary for the subsequent month. If the number of days is more than seven, in Item 14, Remarks, provide an explanation of the amount of the excess cash on hand.
- Item 13 Other Information This item is not required to be completed on the form. Line a Interest Income. Enter "N/A."
 - Line b Advances to Sub-Awardees. Enter "N/A."
- Item 14 Remarks. Provide the following information, if applicable: Explain in detail any adjustments to prior periods included on line 11i above.
- Item 15 Certification. The contents of this item are self-explanatory. Reports should be certified by an authorized official of the awardee organization before submission.

30. Request for Advance or Reimbursement – H-3

- A. <u>Purpose</u>. The Request for Advance or Reimbursement (refer to Appendix 7) is the form used by awardees to request funds. It is used to request both advances and reimbursements by Treasury check.
- B. <u>Submission</u>. A separate form, submitted on a monthly basis, is to be used for each cooperative agreement on which funds are being requested. The original and one copy are to be submitted to NIC.
- C. <u>Instructions</u>. Item 1 Type of Payment Requested.

- Part A. Enter an "X" in the appropriate box to indicate whether the payment requested is an advance or a reimbursement. Check both blocks if the payment requested represents both types of payments.
- Part B. Enter an "X" in the appropriate box to indicate if the funds requested will be the final or a partial payment.
- Item 2 Basis of Request. Enter an "X" in the appropriate box. All requests for advances must be on a cash basis only.
- Item 3 Federal Sponsoring Agency and Organizational Element. Enter National Institute of Corrections.
- Item 4 Federal Cooperative Agreement or Other Identifying Number. Enter the NIC cooperative agreement number assigned.
- Item 5 Partial Payment Request Number. Enter the sequential number of this request for payment for this cooperative agreement.
- Item 6 Employer Identification Number. Enter the employer identification number assigned to the organization by the Internal Revenue Service.
- Item 7 Recipient's Account Number. Leave blank unless needed by the awardee.
- Item 8 Period Covered by this Request. Enter the month, day, and year (two digits for each) for the beginning and ending period of the month that the advance or reimbursement cover.
- Item 9 Recipient Organization. Enter the name and complete mailing address, including zip code, of the awardee organization.
- Item 10 Payee. Fill out only if the payee is different from the awardee organization.
- Item 11 Computation of Amount of Reimbursement Advances Requested. This item is to be filled out only by those recipients that are requesting funds on a reimbursement basis. All recipients requesting funds on an advance basis fill out Item 12.) Only the column headed "Total" should be used. Vertical columns (a) through (c) are not applicable.
 - Line a Total Outlays To Date As Of. Enter the cumulative federal and non-federal outlays for the cooperative agreement and show the month, day, and year of the ending date of the accounting period to which the outlays apply.
 - Line b Less: Cumulative Program Income. If the report is on a cash basis enter the cumulative amount of program income received, if any, that is required to be used for the cooperative agreement

by the terms of the cooperative agreement. If the report is on an accrual basis, enter the amount of program income earned to date.

- Line c Net Program Outlays. Self explanatory.
- Line d Estimated Net Cash Outlays for Advance Period. Leave blank.
- Line e Total. Show the amount on Line c.
- Line f Non-Federal Share of Amount on Line E. Enter the amount of the non-federal share, if any, on line e.
- Line g Federal Share of the Amount on Line E. Enter the amount of the federal share of line e.
- Line h Federal Payments Previously Requested. Enter the cumulative amount of federal payments previously requested.
- Line i Federal Share Now Requested. Enter the result of line g less line h.
- Line j Leave blank.
- Item 12: Alternate Computation for Advances Only. (This item is to be filled out by all awardees requesting Treasury check advances instead of Item 11.) Lines a through c: Self explanatory.

Item 13: Certification. Self explanatory. Note: In the space for agency use, NIC will use this space to indicate approval of the awardee's request for payment. The statement "Approval for Payment" shall be dated and certified by an authorized NIC official.

31. The Cooperative Agreement Progress Report

This report serves as the narrative performance report for all cooperative agreements and is submitted on a regular basis to the NIC

32-36. Reserved

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APPENDICES

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U.S. Department of Justice

National Institute of Corrections

Washington, DC 20534

AUDITS SPECIAL CONDITIONS

Audits of Institutions of Higher Education, Hospitals, and Other Non-Profit Institutions (OMB Circular A-133)

The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133. This must be performed in accordance with GOA's <u>Government Auditing Standards</u>. In conjunction with the beginning date of the award, the audit report must cover the period <u>date</u> and to <u>date</u>. The audit report must be submitted no later than <u>date</u> and for each audit cycle thereafter covering the entire award period as originally approved or amended. The management letter must be submitted with the audit report. Subsequent audits must submitted no later than thirteen (13) months after the close of the recipient organization's audited fiscal year. The submission of the audit report shall be as follows:

(USE EITHER (1) OR (2) BELOW, AS APPROPRIATE)*

* 1) When Department of Justice is the Cognizant Agency

An original and one copy of the audit report shall be sent to the (name and address of appropriate DOJ Regional Inspector General for Audit).

A copy of your audit transmittal letter addressed to the regional inspector general shall be sent to Audit Services, Office of the Comptroller, Office of Justice Programs, DOJ, 810 7th Street, NW, Fifth Floor, Washington, DC 20531.

* 2) When Department of Justice is NOT the Cognizant Agency

An original and one copy of the audit report shall be sent to the (name and address of cognizant agency). Also, a copy of the audit report shall be sent to (name and address of appropriate DOJ Regional Inspector General for Audit), and a copy of your audit transmittal letter addressed to the Federal regional inspector general's office shall be sent to Audit Services, Office of the Comptroller, Office of Justice Programs, DOJ, 810 7th Street, NW, Fifth Floor, NW. Washington, DC 20531.

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U.S. Department of Justice National Institute of Corrections



NIC General Conditions for Publications

(including Editorial Guidelines and Instructions for Preparing Written Materials for Publication)

October 1998

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For-Profit Recipients

The recipient agrees to have a financial and compliance audit performed by qualified individuals who are organizationally, personally, and externally independent from those who authorize the expenditure of Federal funds. This audit must be performed in accordance with GAO's <u>Government Auditing Standards</u>. In conjunction with the beginning date of the award, this audit must be performed on an organization-wide basis to ascertain the effectiveness of the financial management systems and internal procedures that have been established to meet the terms and conditions of the cooperative agreement. This audit must cover the organizational fiscal reporting period <u>(date)</u> to <u>(date)</u>. An original and one copy of the audit report shall be submitted to <u>(name and address of appropriate DOJ Regional Inspector General for Audit</u> no later than <u>(date)</u> and for each audit cycle thereafter covering the entire award period as originally approved or amended. The management letter must be submitted with the audit report. Subsequent audits must be submitted no later than thirteen (13) months after the close of the recipient organization's audited fiscal year. Also, a copy of your audit transmittal letter addressed to the regional inspector general shall be sent to <u>Audit Services</u>. Office of the Comptroller, Office of Justice Programs, DOJ, 810 7th Street, NW, Fifth Floor, Washington, DC 20531.

FOR ALL AWARDS

The recipient agrees to submit their corrective action plan with the audit report to the DOJ Regional Inspector General for Audit, when there are findings/recommendations disclosed in the audit report. The corrective action plan should include: (1) specific steps taken to comply with the recommendations; (2) timetable for performance and/or implementation date for each recommendation; and (3) description of monitoring to be conducted to ensure implementation.

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General Conditions

Instructions contained here constitute "General Conditions" that apply to all National Institute of Corrections (NIC) cooperative agreements, contract awards, and technical assistance (TA) projects that entail the preparation of a report or other material for publication and public dissemination.

All documents to be published by NIC must be carefully proofread and free of errors. They must be submitted in hard copy and on an IBM-compatible diskette in WordPerfect. It is NIC's intention to make these documents available via the Internet.

NIC funds may not be used to print any publication or announcement unless:

- a) such printing is specifically included in the approved application and budget,
- b) the document is reviewed and approved for publication by the Director of NIC,
- c) the document adheres to the following conditions.

Any material to be printed with NIC award funds must relate to administrative aspects of the project. This means the printing is necessary to conduct the greater project (e.g., printing of survey forms or handout materials). The material must be submitted to the NIC project manager and approved by NIC prior to the preparation of final copy for printing.

Documents, brochures, announcements, certificates, pamphlets, and other materials developed for public dissemination are covered by these General Conditions.

- 1. All documents prepared with NIC funds are to bear the U.S. Department of Justice and NIC identification on the cover (unless they are only for internal use by the author's agency). Where applicable, the NIC Publications Office will provide reproducible NIC identification and logo material and will advise the author(s) of any other administrative requirements.
- 2. The date (month and year) the publication becomes available to the public must be included on the cover of brochures or the title page of documents.
- 3. Names of authors are **not** to appear on the cover of publications, but may be included on the title page.
- 4. Federal policy restricts the use of government funds for printing (or engraving) stationery, business cards, memo pads, etc., with the names of individuals. NIC policy prohibits the use of federal funds for the printing of these items with the names of projects or programs, unless specific, written permission has been granted by NIC.
- 5. No advertising of any type is to be included in material produced with federal funds, nor is it to be implied that the government endorses or favors any specific commercial product, commodity, or service. Generic terms should be used instead of names of commercial products.

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- 6. NIC funds are not to be used for the preparation, printing, or reproduction of newsletters unless such a product is specifically described in the approved plan and budget.
- 7. News releases announcing or reporting on NIC-funded activity must be approved by NIC prior to release.
- 8. Authors are to ensure that the National Institute of Corrections receives credit for the project. The title page of documents must bear the following statement.

"This document was prepared under cooperative agreement [or contract, or TA event] number ______ from the National Institute of Corrections, U.S. Department of Justice. Points of view or opinions stated in this document are those of the author(s) and do not necessarily represent the official position or policies of the U.S. Department of Justice."

- 9. Only one color of ink may be used in printing materials, unless additional colors are needed for clarity. In such cases, the author(s) should consult with the NIC Publications Office. A different color paper and various ink-shading techniques may be used.
- 10. Brochures, announcements, and documents should be self-mailers (not require envelopes) where feasible and economical.
- 11. Photographs are not to be used except with the concurrence of the NIC project manager and the NIC Publications Office. When used, photographs must contribute to the reader's understanding of the text; they may not be used for decorative or design purposes. Signed releases from any identifiable individuals appearing in a photograph must be furnished to NIC before the document will be printed.
- 12. Authors may copyright work produced under NIC auspices unless specifically restricted from doing so by NIC. If authors do copyright materials, the following statement must appear immediately under the copyright notice on page ii (reverse side of the title page).

"The National Institute of Corrections reserves the right to reproduce, publish, translate, or otherwise use and to authorize others to publish and use all or any part of the copyrighted material contained in this publication."

The author(s) must furnish a letter granting permission to NIC to publish the material, authorize others to do so, and to post the material on the Internet.

Further, where the product developed under NIC auspices contains material(s) copyrighted by others, it must be identified as such and the author(s) must provide NIC with written permission of the copyright holder(s) to publish and use the materials, to authorize others to do so, and to post the material on the Internet. If the copyright holder does not want his/her material included in that posted on the Internet, the author must indicate this to NIC when submitting the final material for printing. Payment of any fees associated with using copyrighted material is the responsibility of the author(s).

- 13. When material not originally developed is included in the document in a verbatim or extensive paraphrase form, the source must be identified. This identification may be in the text or by footnote.
- 14. NIC expects that camera-ready copy prepared with NIC funds will be free of grammatical and typographical errors.

Editorial guidelines and instructions for preparing camera-ready copy for documents (reports) follow. Where special formats are needed to convey the message, the author(s) should consult with the NIC Publications Office.

Editorial Guidelines

- 1. All acronyms must be defined when first used. For example, "the National Institute of Corrections (NIC)."
- 2. Care must be taken to ensure consistency in word usage, hyphenation, indentation, spelling, and capitalization throughout the document. For example, do not use "pre-trial" and "pretrial" interchangeably.
- 3. Consistently use "staff" and "data" as either singular or plural throughout the document.
- 4. Neutral gender is to be used in written materials developed under NIC auspices. "He" is not to be used to mean "he or she." Use "he/she," "his/her," etc. Use of "they" with a plural subject, or the noun to which the pronoun refers (e.g., "correctional officer" instead of "he"), can help ensure neutrality.
- 5. Do not use contractions. For example, avoid "it's," "isn't," "don't," "doesn't." Write the words out.
- 6. Do not use words or phrases that sound demeaning or show personal opinion. For example, avoid "of course," "naturally," "needless to say," "obviously," etc.
- 7. Be careful to use the words "that" and "which" properly.
- 8. Ensure agreement of subjects/verbs and nouns/pronouns (singular or plural). When showing the possessive of an inanimate object, use "its" (e.g., "the association surveyed <u>its</u> membership"). Also, the pronoun "who" refers to people and "that" refers to things. Tenses must also be consistent.
- 9. Personally read the complete document. Computer "spell check" will not find missing words or wrong words, only misspelled words and words that are not in the computer's dictionary. For example, spell check will not identify that the wrong sword was used or "he" instead of "the."
- 10. Be careful with the "search and replace" computer function, as "replace" is frequently inappropriate in instances located by "search."
- 11. Hyphenate compound adjectives unless the first word ends in "ly" (e.g., do not hyphenate "necessarily stringent" regulations, "heavily populated" area). When capitalizing hyphenated words, use initial caps for both words (e.g., "Long-Term Commitments," not "Long-term Commitments").

[&]quot;Use "that" to begin restrictive clauses (essential to the meaning of the sentence); use "which" to begin nonrestrictive clauses (not essential to the meaning of the sentence). Use commas to set off nonrestrictive clauses. Publication Manual of the American Psychological Association, 4th Edition (1994).

- 12. In a series of three or more items, use a comma before "and" and "or" consistently throughout the document.
- 13. Place commas and periods inside quotation marks.
- 14. Present numbers 10 and over as numerals in text. Write out numbers under 10 unless used in direct contrast to numbers 10 and over (e.g., "3 of 15 people").
- 15. Do not reference one-of-a-kind items or sections by number or letter. That is, if there is only one figure or only one appendix, it should not be referenced as Figure 1 or Appendix A. There should never be a 1 or A without a 2 or B.
- 16. Only hyphenate words at the end of a line at a syllable. Use hyphenation when lack of it results in awkwardly short lines of text or gaps between words in full-justified text.
- 17. In preparing camera-ready copy, try to avoid leaving less than two lines of a paragraph at the end of a column or page or at the beginning of a new column or page.
- 18. Avoid blank left-hand pages and very short pages (less than 10 lines) wherever possible. Where a blank page does occur, do not number the blank page, but skip a number in sequence to allow for it. In almost all instances, very short pages can be eliminated by editing the preceding text.
- 19. Limit materials attached to a document as appendixes to those that are germane to the document and will be used by a majority of the readers. Appendixes are supplements and must be self-contained (i.e., not depend on the document for clarity). Likewise, the main document must not depend on an appendix for clarity.
- 20. Make sure that cross references are correct (e.g., between text and tables, parts of the document, and appendixes). Do not refer readers to passages or sections within the document using page numbers (e.g., do not say "see the discussion on page 12").
- 21. Use active voice. For example,

| | Instead of this: | <u>Use this</u> : |
|-----|--|--|
| | The policy was rewritten by the staff. | The staff rewrote the policy. |
| 22. | Avoid unnecessary extra verbs. For example, | |
| | Instead of this: | Use this: |
| | The staff has rewritten the policy. | The staff rewrote the policy. |
| 23. | Avoid starting sentences with "It is," "There is," to eliminate the extra words. For example, | ""There are." Usually these can be changed |
| | Instead of this: | Use this: |
| | There are four sections in this manual. | This manual has four sections. |
| • • | | |

24. Be direct and to the point. For example,

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Instead of this: It shall be the responsibility of the sergeant to review all inmate grievances. <u>Use this:</u> The sergeant shall review all inmate, grievances.

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25. Use simple words and eliminate extra words. For example,

| Instead of this: | <u>Use this:</u> |
|-----------------------|------------------|
| A number of | Some, several |
| At the present time | Now, currently |
| Effect an improvement | Improve |
| Give consideration to | Consider |
| In order to | То |
| In the event that | If |
| Make use of | Use |
| Prior to | Before |
| Until such time | Until |
| Utilize | Use (verb) |
| Utilization of | Use of |
| | |

26. Delete redundant words. For example,

Instead of this: 3 a.m. in the morning Many numerous Incarcerated inmates Whether or not <u>Use this</u>: 3 a.m. Many Inmates Whether

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Instructions for Preparing **Camera-Ready Copy**

Elements of a Document

The elements of a document will vary according to the nature of the work and information being reported. All documents will consist of a title page, contents section, foreword, abstract, executive summary, and text. While the abstract and executive summary will not always be included in the published document, they must be included in drafts submitted to NIC. (These summaries are used by NIC for various purposes.) When a document has additional elements, it should be arranged in the following order and conform to the descriptions that follow:

- 1. Title Page
- 2. Abstract
- 3. Contents
 - List of text sections and headings
 - List of figures
 - List of tables
- 4. Foreword
- 5. Preface

Title Page

Include the following information on the title page.

- Title. The title should clearly and briefly indicate the subject matter of the document. Do not begin the title with "The." If a subtitle is used, it should be subordinate to the main title. When a document is prepared in more than one volume, repeat the primary title and use subtitles to identify volumes.
- Author(s). Give name(s) and title(s).
- Organization or institution. Give name, city, and state. List no more than two organizational levels.
- Date. Give the month and year the work was completed. Do not use a comma between the month and the year.
- Disclaimer.

"This document was prepared under cooperative agreement [or contract or TA event] from the National Institute of Corrections, U.S. Department of Justice. number Points of view or opinions stated in this document are those of the author(s) and do not necessarily represent the official position or policies of the U.S. Department of Justice."

• Copyright notice. When the product of an NIC-funded project is copyrighted, the following statement must be included below the copyright notice on the reverse side of the title page:

- 6. Acknowledgments
- 7. Executive Summary
- 8. Text
- 9. Endnotes/Footnotes
- 10. Glossary
- 11. Bibliography
- 12. Appendix(es).

"The National Institute of Corrections reserves the right to reproduce, publish, translate, or otherwise use and to authorize others to publish and use all or any part of the copyrighted material contained in this publication."

When a document contains materials not originated in the performance of the NIC-funded activity that are copyrighted by other than the author(s), a copyright notice is not included. However, copyrighted portions of the document must be clearly identified. To assure protection of the copyright holder, the copyright notice should be incorporated within related text or captions, given as a footnote for text, or cited with the author's name. Copyright notices must be subordinate in size of type to that of both text and captions. A listing of all copyrighted material, by page and paragraph when applicable, must be included in an acknowledgment, on the inside front cover, or in other front matter.

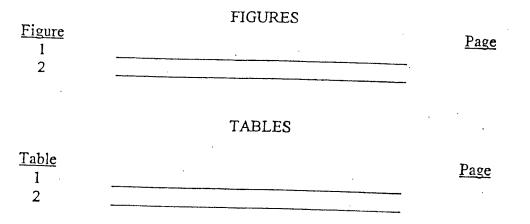
Abstract

The abstract should state the following facts about the project: purpose, scope, methodology, findings, and conclusions. The abstract should not exceed 200 words.

Contents

Include the title and beginning page number of each element of the document: foreword, preface, acknowledgments (if not part of preface), introduction, text divisions (sections) and headings, references, glossary, bibliography, and appendix(es). Subheads to the third level should be included in the Contents.

List the number, title, and page number of each figure and table. These entries should be at the end of the Contents, as follows:



Foreword

The foreword is an introductory statement from the Director of the National Institute of Corrections. The message will be drafted by the author(s) or the NIC project manager for review and revision or approval by the Director.

Preface and Acknowledgments

The preface is a preliminary statement by the author, agency, or institution setting forth the purpose and scope of the project and acknowledging the contributions or assistance of others. If the acknowledgments are lengthy, they should be put in a separate section following the preface.

Executive Summary

The summary should provide the briefest possible condensation of the text, presenting the document in miniature and in such fashion as to be able to stand alone. The summary is comprehensive, stating briefly and clearly (within 20 pages, double-spaced) the purpose, scope, methodology, findings, and conclusions of the project.

NOTE: All pages carrying the above elements should be numbered in lower-case Roman numerals, except the title page (which is considered page i).

Text, including Introduction

Usually the text begins with an introduction. Here, the author should place any preliminary material that prepares a reader for the body of the document, especially information that is necessary for an understanding of what follows. If the document is divided into sections, the introduction should be the first section and should introduce the sections that follow. The first page of the introduction, numbered Arabic numeral one, must be a right-hand page.

The organization of the text is essential to the readability and comprehension of the document. A well-organized text will move smoothly from one fact to the next as information is presented in the various text divisions or referred to in the footnotes, endnotes, figures, tables, bibliography, and appendixes.

The following paragraphs present guidelines for organizing the text into sections and subsections. The details of handling other elements of the text, such as endnotes, footnotes, figures, and tables, are covered in the Manuscript Preparation section of these instructions.

- <u>Sections</u>. Section titles should be chosen with care because the purpose is to give the reader a clue as to what main topic of the document is to be discussed. When listed in the Contents, the section titles give potential readers an idea of the nature and extent of the document. They should be short and to the point.
- <u>Subsections</u>. The author should use subheads to break long and complex sections into subsections. Subheads can also be used to emphasize important points or aspects of the section. Subheads guide the reader and facilitate location of certain passages. Their inclusion in the Contents gives the potential reader a better idea of what is in the document. Like section titles, subheads should be brief, concise, and meaningful.

Some long or complex documents may require sub-subheads and even further subdivisions of long sections to better organize and identify the subject matter. The handling of subheads is covered in the Manuscript Preparation section.

Endnotes/Footnotes

References to sources of information and commentaries that **are not essential** to an understanding of the text are called "endnotes" and are listed in a section following the text. They are referenced by superscript number to passages or words in the text. Guidelines for handling endnotes that are references to sources of information are the same as those given under Bibliography below.

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References that amplify or explain statements and **are necessary** for better comprehension of the text are called "footnotes" and are placed at the bottom of the page or column in which they annotate the text. The author should consider whether some or all of the material treated as footnotes could be included in the text. Numerous footnotes can cause problems and delay in preparing final copy. The handling of footnotes is covered in the Manuscript Preparation section.

Glossary

List and define uncommon words or technical terms in alphabetical order in a glossary. When only a few such words or terms appear, a glossary is not necessary; instead, words can be defined the first time they are used in the text.

Bibliography

In the bibliography, present alphabetically (by authors' last names) a list of sources used in preparing the document.

- <u>Books</u>. Include the following information about books: (a) name of the author(s), the editor(s), or the institution responsible for writing the book; (b) date of publication; (c) full title of book in italics; (d) series or volume number (if any); (e) city of publication; and (f) publisher's name.
- <u>Articles</u>. Include the following information about articles: (a) name of the author(s), the editor(s), or the institution; (b) date; (c) title of article in quotation marks; (d) name of the document or periodical in italics; (e) volume and issue numbers; and (f) page numbers occupied by the article.

Appendix(es)

An appendix should be used for long lists, charts, and/or tables; examples of forms, laws, regulations, policies, or standards; and when the author wishes to provide the reader with further information that is germane to the document. An appendix should not be used as a catch-all for material that is essential to a complete discussion of the subject matter; such material must be included in the text. Nor should an appendix be used to display a mass of information that is not of particular relevance to the document or of interest to the majority of readers.

When more than one appendix is used, designate them as Appendix A, Appendix B, etc. Each should be titled. When only one appendix is used, omit the letter designation. Start each appendix on a new page and continue the pagination sequence of the text. Appendixes must be referenced in sequence in the text. Divider pages should generally not be used between the appendixes.

Manuscript Preparation

This section discusses the preparation of camera-ready copy by word processor. For simplicity, the words "type" and "typing" are used generically.

An electronic file of the document on an IBM-compatible diskette must be submitted to NIC with the final hard copy. This file must be in WordPerfect. The document, including all front pages, text, tables, figures, and appendixes, should be contained in one file so it can be easily made available on the Internet. The file may be compressed, if necessary, to fit on a single diskette.

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Format and Spacing

Documents are usually prepared as $8\frac{1}{2} \times 11$, but a $5\frac{1}{2} \times 8\frac{1}{2}$ format may be used if appropriate for the subject and length of the document. Documents prepared in the $8\frac{1}{2} \times 11$ format may be done in a two-column format or one column across the page. Those done in the $5\frac{1}{2} \times 8\frac{1}{2}$ format should be one column across the page. All flyers must be prepared in a 4×9 format. Camera-ready copy for both $5\frac{1}{2} \times 8\frac{1}{2}$ and 4×9 formats should be prepared on $8\frac{1}{2} \times 11$ sheets of paper, using appropriate margins. Proper trim will be done in printing.

Paragraphs can be flush left with no indent, or indented ¼-inch on double column, or ½-inch on single column. Leave one line space between paragraphs. At least ½-inch (preferably 1-inch on the $8\frac{1}{2} \times 11$ format) margins should be left on both sides; 1-inch margins at the top and bottom for the $8\frac{1}{2} \times 11$ format; and ½-inch top and 1-inch bottom for the $5\frac{1}{2} \times 8\frac{1}{2}$ format. Right and left margins must be equal to accommodate two-side printing. (Page numbers should be placed ½-inch from the bottom edge of the paper, within the 1-inch margin area.)

Start each element (section, appendix, etc.) on a new page. Do not use unnecessary blank pages or divider sheets. Where only a few lines of text appear on a page, attempt to edit or reformat the preceding pages to eliminate the short page.

Camera-Ready (Final) Copy of Text

"Camera"-ready refers to an initial process in printing where a negative is made of each page. Therefore, all pages of the document submitted by the author(s) must be the **original**, single-spaced, typed material that has been proofread and is ready to be copied. (Prior to approval of the document by NIC, a final, edited, double-spaced draft copy of the document must be submitted.)

Type on only one side of sheets of white paper. Only Times Roman and Helvetica typefaces (or comparable typefaces) may be used, the former for text and the latter (if desired) for heads, tables, and charts.

Camera-Ready Copy of Graphics

Graphics consist of illustrations, maps, charts, graphs, photographs, and complex tables. The original artwork of all graphics must be submitted. Where possible, these are to be included in the electronic file. All graphics must be clear and sharp in definition and prepared in black ink only. Only original glossies or satisfactory negatives of photographs are acceptable. Do not use tape on originals. Also, avoid press-on letters.

Corrections

Handwritten inserts, typed inserts, corrections between lines, corrections in margins, and messy corrections are not acceptable in camera-ready copy. If correcting copy manually, use rubber cement or neat cut-ins. Do not use tape on any of the originals.

Page Numbering

Number all pages from the reverse of the title page (ii) to the end of the executive summary in lower case Roman numerals. Number all other pages consecutively, beginning with 1, from the first page of the text to the last page of the document (including appendixes) in Arabic numerals.

In numbering pages, keep in mind that pages are printed back to back; when bound, the even-numbered pages must fall on the left and the odd-numbered pages on the right. Page numbers must be consistently placed the same distance up from the bottom edge of the paper, preferably at ½-inch from the edge. Do not number a blank page, but skip a number in sequence to allow for it and insert a blank sheet of paper in its place.

Section Titles and Subheads

The relative importance of subheads in a section is indicated through the use of point sizes, capitalization, style, and positioning on the page. The different levels of subheads are referred to as first-level subheads, second-level subheads, etc.

Endnotes/Footnotes

Guidelines for typing footnotes follow. (See Elements of a Document section for the distinction between endnotes and footnotes.)

- <u>Placement of footnotes</u>. Footnotes should always be placed at the bottom of the page or column in which they are referenced. Carrying over footnotes from one page or column to the next should be avoided. Footnotes to charts, graphs, figures, and tables should be placed immediately beneath such material.
- <u>Footnote symbols</u>. Footnotes should be marked by symbols in the following sequence on each page: (*) asterisk, (†) dagger, (‡) double dagger, (§) section mark, and (¶) paragraph symbol. (Should more marks be needed, these are then doubled, again in sequence.) The sequence should start again with * on each page. (The use of symbols for footnotes is helpful when a manuscript also has endnotes for citing sources. The endnotes are referenced by superscript numbers.)

Symbols and numbers should come at the end of a sentence, clause, or quotation. Placing symbols or numbers at the end of, or within, section titles and subheads should be avoided; instead, they should be placed in an appropriate spot in the text. If the footnote applies to an entire section, it should be unnumbered and placed at the bottom of the first page of the section.

The text of the footnote should be in the same font as the manuscript, but in a smaller point size. For example, if the text is 12 point, the footnote could be 10 point.

Tables

Whenever a mass of information becomes cumbersome in the text, a table should be considered. Tables should be constructed to present tabular material as simply as possible so the meaning of the data can be easily grasped. Because tabular material can be so varied, extensive, and complex, only a few guidelines are presented here. For more detailed discussion of tabular material, refer to the U.S. Government Printing Office *Style Manual*.

• <u>Placement of tables</u>. Place tables after (but not necessarily immediately after) the first text reference made to them, except in special situations such as when a document contains relatively few text pages and many tables. In those cases, place the tables in numerical sequence at the back of the document. The statement that tables need not be placed immediately after their text reference means that a paragraph or discussion should not be broken awkwardly or

a large blank space left on a page so that the table immediately follows. Continue the text, and place the table later on that page or the next.

If a table is too wide for a page, it may be prepared as a "turn page," positioned so that the page is turned clockwise for reading. If the material will not fit on a turn page, it may be possible to present it across two full pages. If not, the table should be prepared oversize for reduction and a "frame page," stating the table number, title, and page number, should be provided. **Do not** prepare tables as fold-outs without first consulting with the NIC Publications Office.

- <u>Table numbers</u>. Each table must be numbered and referenced in the text by its number, not by such phrases as "the following table," "the table above," etc. Number tables consecutively in Arabic numerals in the order in which they are first mentioned (e.g., Table 1, Table 2). Do not use Roman numerals. When the manuscript contains numerous tables interspersed throughout several or all of the sections of a very lengthy document, number the tables within sections as follows: Table 1-1, Table 1-2, Table 2-1, Table 2-2, etc.
- <u>Table titles</u>. A brief title, following the table number and placed above the body of the table, should identify the nature and content of the material. When the table presents data for specific periods of time (e.g., "Fiscal Year 1998" or "by quarters, 1996-1998") or for specific categories or locations (e.g., "By States and Counties"), that information should be included in the title. When all the figures in a table represent a specific amount—"in thousands of dollars" or "in millions of dollars"—use a subheading to the title (usually enclosed in parentheses) to show this information, or any other units of measurement that apply to the entire table.

Figures

The guidelines for the placement, numbering, and titling of tables also apply to figures. The originals of charts, maps, graphs, drawings, and photographs must be submitted with the camera-ready copy. Where possible, these are to be included in the electronic file.

Revised October 1998

GRANT SUMMARY SHEET

| Check One: | Application Approval: 🗌 Contract Approval: 🔀 Status Report: 🗌 |
|---------------------|---|
| Department/Division | Travis County Health & Human Services and Veteran Services |
| Contact Person: | John C. Bradshaw |
| Title: | Contract Specialist |
| Phone Number: | 854-4277 |

| Grant Title: | Title IV-E Child | Welfare Services | · · · · · · · · · · · · · · · · · · · | |
|---------------|-------------------|---------------------|---------------------------------------|---------|
| Grant Period: | From: | 9/1/08 | To: | 9/30/09 |
| Grantor: | Texas Dept. of Fa | amily and Protectiv | e Services (TDF) | |

| Check One: | New: | Continuation: Amendment: |
|------------------|-----------------|--------------------------|
| Check One: | One-Time Award: | Ongoing Award: 🔀 |
| Type of Payment: | Advance: | Reimbursement: |

| Grant Categories/ Funding Source | Federal Funds | State Funds | Local Funds | County Match | In-Kind | TOTAL |
|-------------------------------------|------------------|----------------|----------------|-------------------|---------|--------|
| Personnel: | 9,671 | | | | | 9,671 |
| Operating: | 69,038 | | | No. Cashe a trach | | 69,038 |
| Capital Equipment. | | | | | | 07,030 |
| Indirect Costs: | | | | | | 0 |
| Total: | 78,709 | 0 | 0 | 0 | 0 | 78,709 |
| FTEs: | | 0.00 | | v | V | 0.00 |

| Performance Measures | Projected FY 08 | | Progress | To Date: | | Projected FY 09 |
|--|---|----------|----------|----------|---------|--------------------|
| Applicable Depart. Measures | Measure | 12/31/07 | | | 9/30/08 | Measure |
| Number of Child Protective Services petitions filed | 420 (cumulative) | 75 | 76 | 77 | | 375 |
| Number of children in conservatorship per month | 1,115 (average over four quarters) | 960 | 925 | 890 | | 1,000 |
| Number of new children entering care | 700 (cumulative) | 100 | 92 | 115 | | 500 |
| Measures For Grant | | | | | | |
| N/A | | | | | | |
| Notes: Title IV-E eligible children a contain performance measures. The estimated FY'09 grant award is | | | | | | |

| Auditor's Office Contract Approval: | Staff Initials:EH |
|-------------------------------------|-------------------|
| Auditor's Office Commonts. | |

PBO Recommendation:

HHS is requesting Commissioners Court approval of a contract with the Texas Department of Family and Protective Services for reimbursement of expenditures under Title IV-E of the Federal Social Security Act.

The request for reimbursement is submitted at the end of each quarter and is based on expenditures for Title IV-E eligible children in foster care. PBO notes there are no additional financial requirements for this grant.

PBO recommends approval of the contract.

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 Texas Dept. of Family and Protective Services (TDFPS) pools certain foster care expenditures made by Texas counties in order to receive federal reimbursement money for the state under Title IV-E of the Federal Social Security Act. The counties, in turn, receive a percentage of this money based on their expenditures for foster care. Travis County submits quarterly requests for reimbursement to TDFPS. The grant funds enhance an existing program.

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

The contract with TDFPS requires Travis County to continue a Child Welfare Board; provide adequate funding for the care of any child in need of protective placement who is under the conservatorship of TDFPS and not eligible for Title IV-E foster care or state-paid foster care and/or Medicaid; provide adequate funds for medical care not covered by Medicaid; and maintain total net child welfare expenditures at a sufficient level.

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 county is reimbursed for a portion of its foster care expenditures on children who are Title IV-E eligible.

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

TCHHSVS is negotiating an Indirect Cost Agreement with TDFPS.

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 county would still have to spend money for foster care even if this reimbursement program were not available.

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 contract with TDFPS will allow Travis County to recover some of the costs associated with providing foster care.



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: TO:

July 30, 2008 Members of the Commissioners Court

IONAL

FROM:

SUBJECT:

Sherri E. Fleming, Executive Manager Travis County Health and Human Services and Veterans Service FY'09 DFPS Child Welfare Services Contract

Proposed Motion:

Consider and take appropriate action to approve the FY'09 Child Welfare Services contract with the Texas Department of Family and Protective Services (DFPS) to allow Travis County to receive partial reimbursement for certain foster care expenses.

Summary and Staff Recommendations:

This contract is part of a mutually undertaken child welfare program by Travis County and DFPS. Travis County receives partial reimbursement for eligible expenditures for children in foster care under the oversight of the Travis County Child Protective Services Board.

DFPS pools certain foster care expenditures made by Texas counties in order to receive federal reimbursement money under Title IV-E of the Federal Social Security Act. Title IV-E was established for the purpose of enabling each state to provide, in appropriate cases, foster care, adoption assistance and transitional independent living programs for children who otherwise would have been eligible for Aid to Families with Dependent Children (AFDC) assistance as the program existed July 16, 1996. The federal reimbursement rate determines the amount counties receive. This rate changes each fiscal year. The rate for FY'08 was 60.56%. The revenue generated by the contract exceeds the in-kind administrative contribution required for processing the claims.

TCHHSVS estimates it will receive approximately \$78,709 in reimbursements for FY'09. (This estimate is based on current expenditures and the federal reimbursement rate for FY'08.)

TCHHSVS staff recommends approving this contract.

Budgetary and Fiscal Impact:

This contract is required to establish a mechanism for reimbursement of certain eligible foster care expenditures. TCHHSVS prepares a claim for DFPS at the end of each quarter based on expenditures for Title IV-E eligible foster children in the county and sends it to the County Auditor for review. TCHHSVS then submits the claim to DFPS. The funds are sent to the county and certified to be used by the Child Protective Services Board to meet the needs of the growing foster care population. This FY'09 contract runs from 9/1/08 - 9/30/09. This will bring it into sync with the county's FY'10 fiscal year.

Issues and Opportunities:

This contract allows Travis County to be reimbursed for a portion of its expenditures for those children in foster care who are Title IV-E eligible.

Background:

Travis County has submitted claims for reimbursement under this contract since FY'99.

Cc: Jim Lehrman, Director, Office of Children's Services, TCHHS/VS 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

Contract #23380186

Renewal #<u>09-1</u>

THIS RENEWAL ("Renewal") is entered into by and between the **Texas Department of Family and Protective Services**, ("Department"), and <u>Travis</u> ("County").

I. Recitals

WHEREAS, the Department and the County entered into a contract ("Contract") for the provision of Title IV-E child welfare services through August 31, 2008;

WHEREAS, pursuant to the terms of the Contract, the Department and the County desire to renew the Contract;

WHEREAS, pursuant to the federal requirements regarding the principle of contemporaneous statistics set forth by the U.S. Department of Health and Human Services Division of Cost Allocation's Best Practices Manual, the Department and the County desire to modify the Contract to reflect the federal fiscal year (October – September) in lieu of Texas' fiscal year (September – August);

WHEREAS, pursuant to Section II, A of the Contract, the parties will ensure that budget documents contained in the Contract accurately reflect this Renewal and will modify budget documents as necessary; and

WHEREAS, the County is ready, willing, and able to provide the services requested and the Department desires that the Contractor do so.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereby agree as follows:

II. Effect of Renewal on Contract

- A. Unless modified herein, the terms and conditions of the Contract remain in full force and effect.
- B. Section III of the Contract is modified by deleting "This Contract shall automatically renew for one fiscal year at a time through <u>August 31, 2012</u>, unless sooner terminated as described herein []" and replacing it with the following: "This Contract shall automatically renew on a federal fiscal year basis through September 30, 2012, unless sooner terminated as described herein."
- C. Pursuant to the terms and conditions of this Renewal, this Renewal shall be effective <u>September 1</u>, 2008 through <u>September 30, 2009</u> to enable the Contract to include and eventually coincide with the federal fiscal year.

IN WITNESS WHEREOF, the parties have duly executed this Renewal to be effective September 1, 2008.

Texas Department of Family and Protective Services

Travis County

Signature

Printed Name: Shelia Brown

Printed Title: Regional Director

Signature Printed Name: <u>Samuel T. Biscoe</u> Printed Title: County Judge

Date

| Summary | | |
|---|--|--------------------------|
| County: Travis | | |
| Contract No.: 23380186 | 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1 | |
| Contract Period: 9/1/08 - 9/30/09 | | |
| Cost Category | Amount | Total |
| A. Administration | State and the state of the | |
| A.1. Direct Personnel Salaries | \$34,830.32 | Education and the |
| A.2. Direct Personnel Fringe Benefits | \$13,898.00 | |
| A.3. Direct Personnel Travel | \$608.00 | |
| A.4. Direct Material & Supplies | \$0.00 | |
| A.5. Direct Equipment (Rent/Lease/Purchase) | \$0.00 | |
| A.6. Direct Other Costs | \$0.00 | |
| Total Administration | 网络汉国新闻和汉朝 | \$49,336.32 |
| B. Training | | the second second second |
| Total Training | | \$0.00 |
| C. Supplemental Foster Care Maintenance Costs | | Internation of the |
| Total Supplemental Foster Care Maintenance | | \$114,000.00 |
| Grand Total (Includes Administration, T | raining and Maintenance) | \$163,336.32 |

Contractor Certification

BY:

Signature

Date

Samuel T. Biscoe, Travis County Judge

Printed Name & Title

Budget for Title IV-E County Contract

| | Administration A.1. Direct Personnel Salaries | ttion nel Salarie | | | |
|-----------------------------------|--|--|---------------------------------------|-------------------------------------|---|
| County: Travis | | | 2 | and the second second | |
| Contract No.: 23380186 | | | | | |
| Contract Period: 9/1/08 - 9/30/09 | | | | | |
| Position or Title | A No. of Positions or Titles | B Avg. Monthly Salary per Position | C % of Time on IV-E Contract | D No. of Months of Service | E Total AxBxCxD |
| Accountant Associate | - | \$2,976.95 | %06 | 13 | \$34,830.32 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | | Total Direc | t Personne | el Salaries | Total Direct Personnel Salaries \$34,830.32 |

Note: Please refer to instructions. There is one Accountant Associate who handles all voucher requests from the Child Welfare Board and prepares the quarterly Title IV-E billings. This person spends approximately 156 hours each month on these activities. This works out to be 90% of this nerson's time at work. Time sheets are

Form 2030IvE June 2007

Budget for Title IV-E County Contract

| | Administration A.2. Direct Personnel Fringe Benefits | |
|---|---|-------------|
| County: Travis | Sector Contract I hinge Denenta | |
| Contract No.: 2338 | | |
| Contract Period: 9 | | |
| | Type of Fringe Benefits | Total |
| FICA | (\$2,976.95 x 13 mos x .062 x .90) | \$2,159.0 |
| Hospitalization | (\$629 per month x 13 months x .90) | \$7,359.0 |
| Life Insurance | (\$6.55 per month x 13 months x .90) | \$77.0 |
| Retirement | (\$2,976.95 x 13 mos x .1071 x .90) | \$3,730.0 |
| Workers Compensat (\$2,976.95 x 13 mos | | \$68.0 |
| Medicare | (\$2,976.95 x 13 mos x .0145 x .90) | \$505.00 |
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| | Total Direct Personnel Fringe Benefits | \$13,898.00 |

Note: Please refer to instructions.

Budget for Title IV-E County Contract

| Administration A.3. Direct Personnel Travel | |
|--|--|
| County: Travis | enter in de l'enter d'unité |
| Contract No.: 23380186 | ************************************** |
| Contract Period: 9/1/08 - 9/30/09 | |
| Type of Travel Expense Note: Only Include Travel <u>NOT</u> related to Personnel Training | Total |
| Travel to and from TDFPS Office (80 miles per month x 13 months x .585 cents) | \$608.00 |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| Total Direct Personnel Travel | \$608.00 |

Note: Please refer to instructions.

| C. Supplemental Foster Care Maintenance (N/A for County Legal Service Contrats) | |
|--|--------------|
| County: Travis | |
| Contract No.: 23380186 | |
| Contract Period: 9/1/08 -9/30/09 | |
| (IV-E eligible child specific costs) | Total |
| Allowances | |
| Clothing | \$82,000.00 |
| Day Care (limited) | |
| Gifts | \$21,000.00 |
| Graduation Expenses | |
| Personal Items | |
| School Supplies | \$11,000.00 |
| Reasonable Child Specific Travel | |
| Other | |
| Total Child Care | \$114,000.00 |

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Note: Please refer to instructions.

GRANT SUMMARY SHEET

| Check One: | Application Approval: 🗌 Contract Approval: 🔀 Status Report: 🗌 |
|----------------------|---|
| Department/Division: | Juvenile Probation/ Domestic Relations Office |
| Contact Person: | Alan Miller |
| Title: | Financial Analyst |
| Phone Number: | (512) 854-5628 |

| Grant Title: | Access and Visi | tation | | |
|---------------|------------------|------------|-----|---------|
| Grant Period: | From: | 09/1/08 | To: | 8/31/10 |
| Grantor: | Office of Attorn | ey General | | |

| Check One: | New: | Continuation: 🛛 Amendment: |
|------------------|-------------------|----------------------------|
| Check One: | One-Time Award: 🛛 | Ongoing Award: |
| Type of Payment: | Advance: | Reimbursement: |

| Grant Categories/ Funding Source | Federal Funds | State Funds | Local Funds | County Match | In-Kind | TOTAL |
|-------------------------------------|------------------|----------------|----------------|-----------------------|---------|----------|
| Personnel: | | | \$0 | \$5,540 | | \$5,540 |
| Operating: | \$52,248 | | | | | \$52,248 |
| Capital Equipment: | | | | and the second second | | |
| Indirect Costs: | | | | | | |
| Total: | \$52,248 | 0 | \$0 | \$5,540 | 0 | \$57,788 |
| FTEs: | | | | | | |

| Performance Measures | Projected FY 09 | | Progress 7 | Fo Date: | | Projected FY 10 |
|--------------------------------------|--------------------|--|------------|----------|---------|--------------------|
| Applicable Depart. Measures | Measure | 12/31/08 | 3/31/09 | 6/31/09 | 9/30/09 | Measure |
| Orientation Sessions (hours) | 84 | | | | | 84 |
| Individuals Attending Orientation | 125 | | | | | 125 |
| Parent Education (hours) | 216 | | - | | | 216 |
| Group Attendance | 996 | | | | | 996 |
| Joint Case Planning Meetings | 65 | | | | | 65 |
| Families Referred to Counseling | 17 | | | | | 17 |
| Counseling Sessions Attended | 204 | | | | | 204 |
| Measures For Grant | | | | | | |
| Orientation Sessions (hours) | 84 | | | | | 84 |
| Individuals Attending Orientation | 125 | | | | | 125 |
| Parent Education (hours) | 216 | ······································ | | | | 216 |
| Group Attendance | 996 | | | | | 996 |

| Joint Case Planning Meetings | 65 | 65 |
|---------------------------------|-----|-----|
| Families Referred to | 17 | 17 |
| Counseling | | |
| Counseling Sessions Attended | 204 | 204 |

| Auditor's Office Contract Approval: 🛛 | Staff Initials: | |
|---------------------------------------|-----------------|--|
| Auditor's Office Comments: DB | | |

PBO Recommendation:

Juvenile Probation is requesting Commissioners Court approval of a grant contract with the Office of the Attorney General for the Access and Visitation Grant. The purpose of this program is to promote compliance with Travis County court orders regarding child access and visitation. The grant requires a cash match that is met through existing resources.

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?

This Contract is to continue the existing Access and Visitation grant program through FY 2010.

The grant funds the on-going Cooperative Parenting Program, which promotes compliance with Travis County court orders regarding child access and visitation. This grant supports contracted services for counseling at LifeWorks and program operating expenses. This grant funds the instructor for the Cooperative Parenting Classes, attended by both applicants to DRO for visitation enforcement and by parents in family litigation ordered by the Travis County District Courts.

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

There are no long term County funding requirements associated with 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 grant requires at least a 10% match. To meet this requirement, \$5,540 as been included as the County's match and will be covered by utilizing the salary of the part time visitation attorney.

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 allowed under this grant.

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 Cooperative Parenting Project 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 project as well as other areas of Domestic Relations Office.

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

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.

Grant-funded contractors provide client assistance in the Access and Visitation program that cannot be provided at Domestic Relations because of conflicts of interest. These services include instruction of the Cooperative Parenting Program classes and family and individual counseling. The program evolves but staffing has remained the same since 1998. The grant is critical in stretching the resources of the staff in order to meet performance measures and continue to offer services to every family that requests assistance.

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

| 10: | Travis Gatlin, PBO |
|-------|-----------------------------|
| | Senior Budget Analyst |
| FROM: | Me due |
| | Estela P. Medina |
| | Chief Juvenile Probation Of |

THROUGH:

Alan Miller Financial Analyst

SUBJECT: FY09/10 Access and Visitation Contract

DATE: July 24, 2008

Juvenile Probation Domestic Relation's Office is requesting approval to submit an application for funding through the Office of the Attorney General's for the Access and Visitation Grant through 2010. The Department is requesting funding in the amount of \$52,248 and will supply the 10% required match through existing funds.

The grant funds the on-going Cooperative Parenting Program, which promotes compliance with Travis County court orders regarding child access and visitation. This grant supports contracted services with LifeWorks for counseling. This allows parents in the visitation enforcement program another option for optimal co-parenting. This grant funds the instructors for the Cooperative Parenting Classes, attended by both applicants to DRO for visitation enforcement and by parents in family litigation ordered by the Travis County District Courts.

Please review this item and place it on the **August 5 2008** Commissioner's Court Agenda for their consideration and signature. If you have any questions, please give me a call at ext. 4-5628.

Thank you in advance for your attention to this request.

CC: Cecelia Burke Scott Doyal Erin Hittman Esther Lopez Jim Connolly Dede Bell Sylvia Mendoza

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

1 2 4 4

CONTRACT FOR ACCESS AND VISITATION GRANT BETWEEN THE OFFICE OF THE ATTORNEY GENERAL OF THE STATE OF TEXAS AND THE TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

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CONTRACT FOR <u>ACCESS AND VISITATION GRANT</u> BETWEEN THE OFFICE OF THE ATTORNEY GENERAL OF THE STATE OF TEXAS AND THE TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

Contract Number: 09-C0000

ARTICLE 1 INTRODUCTION

SECTION 1.1 PARTIES

This Contract ("Contract") is entered into by and between the Office of the Attorney General of the State of Texas ("OAG") and Travis County Juvenile Probation Department ("Contractor"). The OAG and the Contractor may be referred to in this Contract individually as a "Party" and collectively as "Parties."

SECTION 1.2 AUTHORITY

This Contract is entered into pursuant to 42 U.S.C. §669b, which enables states to establish and administer programs to support and facilitate non-custodial parents' access to and visitation with their children.

SECTION 1.3 PURPOSE OF CONTRACT

1.3.1 Background

This Contract establishes the conditions under which the OAG shall provide funding to the Contractor in accordance with applicable state and federal laws, regulations, and rules. Grants to states for access and visitation programs are funded under the Catalog of Federal Domestic Assistance ("CFDA") 93.597 and are regulated under Title 45 of the Code of Federal Regulations ("C.F.R.").

The enabling legislation for the access and visitation programs requires that federal funds be used by states "... to establish ... programs to support and facilitate non-custodial parents' access to and visitation of their children." The State of Texas has chosen to select programs offering services in one or more of the following activities for funding: mediation (both voluntary and mandatory); counseling; education; development of parenting plans; visitation enforcement (including monitoring, supervision, litigation, and neutral drop-off and pickup); development of guidelines for visitation; alternative custody arrangements; and alternative dispute resolution (other than mediation).

1.3.2 <u>Source of Funding</u>

Funds paid by the OAG to the Contractor under this Contract are Access and Visitation Grant funds awarded to the OAG by the U.S. Department of Health and Human Services ("DHHS").



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SECTION 1.4 DEFINITIONS

All terms defined below shall remain capitalized throughout this Contract when reference is to the definitions listed below.

| TERM | DEFINITION |
|-------------------------------|--|
| Auditing Entities | The Office of the Attorney General of the State of Texas, the Texas State Auditor's Office, the U.S. Department of Health and Human Services, the Comptroller General of the U.S., or any of their duly authorized representatives or successors. |
| Contractor | The entity identified in Section 1.1. The Contractor is also a sub-recipient of the Access and Visitation Grant funds. |
| Controlled Correspondence | Numbered and tracked correspondence on important Contract-related issues. Pursuant to Section 5.1, the OAG shall manage the controlled correspondence process. |
| Cost Incurred | Cost principle as outlined in Table 3, which include the accrued method of accounting or costs actually paid. |
| Equipment | Is not allowed for Access and Visitation Grants. Nonexpendable, tangible, personal property that has a useful life of more than one year and per unit acquisition cost of \$1,000.00 or more. |
| Non-Custodial Parent (NCP) | An individual who owes, or is alleged to owe, a duty of child support and who does not have primary custody of the child needing support. |
| Office Supplies | Personal property other than "Equipment." |
| Salary | The gross salary, including payroll-related taxes, for an employee. |
| State of Texas | Also referred to as "state," this term means or includes the OAG. |

SECTION 1.5 CONTRACTOR'S WARRANTIES

In executing this Contract with the Contractor, the OAG relies on the Contractor's following warranties. Any warranty found to be false shall constitute a material breach of this Contract and serve as grounds for termination of this Contract:

1.5.1 Compliance with Federal Procedures

- The Contractor shall comply with 45 C.F.R. 303.109 regarding monitoring, evaluating, and reporting data.
- The Contractor is conducting and shall continue to conduct its access and visitation program in an effective and efficient manner.
- The Contractor shall comply with federal evaluation, reporting, and data collection requirements.
- The Contractor's Access and Visitation program contains safeguards to ensure the safety of parents and children.

1.5.2 <u>The Contractor's Ability and Experience</u>

The Contractor warrants that it, including its subcontractors, is an existing provider of the services and deliverables contemplated by this Contract and that the Contractor has the skills, qualifications, expertise, financial resources, and experience necessary to perform the responsibilities of this Contract in an efficient, cost-effective manner, with a high degree of quality and responsiveness, and has performed similar services for other public or private entities in the past two years.

1.5.3 <u>The Contractor Understands OAG's Needs</u>

The Contractor warrants that, during the grant application process, it has had the opportunity to review and fully understand the Access and Visitation Grant program and understand the OAG's objectives in entering into this Contract. Based on such review and understanding, the Contractor currently has the capability to satisfy the terms and conditions of this Contract.

1.5.4 The Contractor Is Authorized to Execute This Contract

The Contractor warrants that it has been duly authorized to execute this Contract and perform the responsibilities herein and that no approval, authorization, or consent of any governmental or regulatory agency is required to be obtained in order for the Contractor to enter into this Contract and perform its obligations hereunder. Further, the Contractor assures the OAG that it has obtained all licenses, certifications, permits, and authorizations necessary to perform the responsibilities of this Contract and currently is in good standing with all regulatory agencies that regulate any or all aspects of the Contractor's business or operations. The Contractor shall maintain all required certifications, licenses, permits, and authorizations during the term of this Contract.

1.5.5 Efficiency and Cost-Effectiveness

The Contractor warrants that it shall use its best efforts to perform the responsibilities of this Contract in the most efficient and cost-effective manner practicable, consistent with the required level of quality.

SECTION 1.6 CONTRACTOR'S AFFIRMATIONS AND CERTIFICATIONS

The Contractor shall comply with Section 11 of the Access and Visitation Grant Application, State Fiscal Years 2009 and 2010. The Contractor affirms the following statements are true. Any statement found to be false shall constitute a material breach of this Contract and serve as grounds for termination of this Contract:

- The Contractor has not given, offered to give, nor intends to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract;
- The Contractor shall comply with all applicable certifications required by federal law and, upon execution of this Contract, shall sign all applicable certifications, attached and referenced in Section 9.8.1.

SECTION 1.7 CONSTRUCTION OF THIS CONTRACT

1.7.1 Global Drafting Conventions

The terms "include," "includes," and "including" are terms of inclusion and, where used in this Contract, are deemed to be followed by the words "without limitation."

Unless explicitly stated otherwise, any references to "Sections," "Articles," "Exhibits," or "Attachments" are deemed to be references to the Sections, Articles, Exhibits, and Attachments to this Contract.

1.7.2 Contract Headings

The Article and Section headings in this Contract are for reference and convenience only and may not be considered in the interpretation of this Contract.

ARTICLE 2 TERM OF THIS CONTRACT

SECTION 2.1 CONTRACT START

This Contract shall commence on September 1, 2008.

SECTION 2.2 CONTRACT END AND EXTENSION

Contract shall automatically expire on August 31, 2009. Based on satisfactory performance by the Contractor and compliance with all terms and conditions of this Contract, the OAG, at its discretion, may extend the expiration date of this Contract to any date up to August 31, 2010. No commitment of funds is permitted prior to the first day or subsequent to the last day of the term of this Contract.

ARTICLE 3 SCOPE OF WORK AND PARTY RESPONSIBILITIES

SECTION 3.1 SCOPE OF WORK

The Contractor shall provide direct services to its clientele in the manner prescribed hereunder and in accordance with its Access and Visitation Grant, as may be revised, and as supported by any supplemental submission of project milestones, goals, objectives and action items, which is incorporated by reference herein, and made a part hereof, for all intents and purposes. At least one representative must attend the annual OAG Access and Visitation Conference.

Upon written approval from the OAG, performance measures/indicators may be modified by the Contractor or by the OAG without the necessity of amending this contract. The following summary sets forth the services to be provided by the Contractor pursuant to this contract:

3.1.1 Types of Services

3.1.1.1 THE CONTRACTOR SHALL PROVIDE

- Cooperative Parent Education, joint case management meetings, alternative dispute resolution services, and visitation enforcement services;
- staff for the parenting negotiations that meet the following minimum qualifications:
 - completion of dispute resolution training;
 - completion of advanced family law mediation training;
 - 1 year experience conducting family law mediation/negotiation.

3.1.1.2 OAG SHALL PROVIDE

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- project oversight and coordination through technical assistance and provision of resources as necessary;
- assistance to the Contractor's staff to ensure compliance with federal and state grant guidelines;
- an OAG liaison for programmatic reports and compliance for direct services as well as programmatic questions;
- best practices guidance in the provision of Access & Visitation services to Texas families;
- public information regarding other grantees' services;
- compilation and maintenance of statistics necessary for the federal annual report.

SECTION 3.2 DUTIES OF CONTRACTOR

The Contractor shall provide direct services to its clientele in the manner prescribed hereunder and in accordance with its Access and Visitation Grant Application, State Fiscal Years 2009 and 2010, a copy of which is attached hereto and made a part hereof. The Contractor's Access and Visitation program must include one or more of the following services, as required by 42 U.S.C. §669B(a):

- alternative dispute resolution (other than mediation);
- mediation (both voluntary and mandatory);
- counseling, including crisis intervention; reunification; therapeutic supervision, parental alienation, cooperative parenting, parent-child therapy, or other family related therapy;
- education (multi-media, community outreach, classroom, etc.), including but not limited to, cooperative parenting classes, or other education materials presented to increase participants' knowledge for effective, positive parenting of children and youth, coping with divorce/separation issues, never married issues;
- reduction of conflict between parents;
- development and interpretation of parenting plans and their practical, day-to-day implications;

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- visitation enforcement (including monitoring, supervision, litigation, and neutral drop-off and pick-up); and
- development of guidelines for visitation and alternative custody arrangements.

The Contractor shall provide the specific services detailed in the Scope of Work and in Attachment B, Performance Indicator Report.

3.2.1 Quality of Performance

The OAG expects the Contractor's performance under this Contract to continuously meet or exceed performance criteria over the term of this Contract. It is the intent of the OAG to establish a good working relationship with the Contractor and make a good faith effort to resolve problems identified by either the OAG or the Contractor. Identification of problems by either the OAG or the Contractor shall be sufficiently detailed to enable the Parties to make prompt decisions as to the best method for resolving the problem and continuing within the established time frames for performance under this Contract.

3.2.2 <u>Contractor's Performance Measures</u>

Satisfactory performance by the Contractor under this Contract shall be measured by:

- adherence to each of the terms and conditions of this Contract, including the latest amendments or budget adjustments;
- adherence to grant guidelines for reimbursement of invoices in Section 4.3;
- adherence to the performance indicators, in accordance with this Contract; and
- adherence to completing the Service Provider Work Sheet.

An addition or deletion of a service(s), as described in 3.1.1, Scope of Work, and 3.2, Duties of Contractor, requires an amendment to this Contract and a Performance Indicator Adjustment. The OAG may adjust service levels of existing performance measures/indicators for the Contractor through a Performance Indicator Adjustment.

3.2.3 OAG Monitoring and Acceptance

The OAG shall notify the Contractor in writing of any deficiencies in the Contractor's performance. The Contractor shall, within five (5) business days of receipt of the notice of a deficiency, provide the OAG with a detailed written plan ("Corrective Action Plan") to correct or resolve the deficiency. The Corrective Action Plan must provide a detailed explanation of the reasons for the cited deficiency, the Contractor's assessment or diagnosis of the cause, and a specific proposal to cure or resolve the deficiency. The Corrective Action Plan is subject to approval of the OAG, which approval shall not unreasonably be withheld. The OAG may offer a solution to the deficiency in its notice of deficiency. If the OAG does recommend a solution and the Contractor does not incorporate this recommendation in its Corrective Action Plan, it must state why in the Corrective Action Plan.

If the Parties are unable to agree upon a Corrective Action Plan, the OAG may escalate the issue to the Contractor's executive management and OAG executive management. The OAG executive management or representatives and the Contractor's executive management shall agree to a Corrective Action Plan.

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For purposes of this Contract, a deficiency includes a specific action of the Contractor that:

- violates a provision of this Contract or a provision of the regulations and rules listed in Table 3 in Section 4.2;
- fails to meet an agreed performance indicator; or
- represents a failure of the Contractor to be reasonably responsive to a reasonable request of the OAG for information, assistance, or support within the timeframe specified by the OAG.

3.2.4 No Suspension of Contract

Notwithstanding the submission and acceptance of a Corrective Action Plan, the Contractor remains responsible for achieving all required performance indicators. The acceptance of a Corrective Action Plan shall not excuse prior failure to meet performance indicators, relieve the Contractor of its duty to comply with performance indicators, or prohibit the OAG from pursuing other appropriate remedies for continued substandard performance. If the Contractor is aware that a problem exists and fails to report the problem to the OAG, the Contractor continues to be responsible for meeting the program objectives and performance indicators established in this Contract. Under these circumstances, the OAG shall not be liable for any detrimental consequences to the Contractor.

3.2.5 OAG's Remedies

The OAG, at its own discretion, may impose one or more of the following remedies for each deficiency and shall determine the scope and severity of the remedy on a case-by-case basis:

- Conduct accelerated monitoring of the Contractor. Accelerated monitoring means more frequent or more extensive monitoring shall be performed by the OAG than would routinely be accomplished;
- Require additional, more detailed, financial and/or programmatic reports be submitted by the Contractor in accordance with this Contract;
- Require the Contractor to obtain additional technical or management assistance and/or make modifications in business practices;
- Modify this Contract to reduce the amount of services or deliverables provided by the Contractor, with a corresponding adjustment to the Contract amount and budget, and instead seek another contractor to perform those removed services or deliverables; or
- Terminate or decline to extend this Contract.

ARTICLE 4 FINANCIAL MATTERS

SECTION 4.1 THE OAG'S MAXIMUM LIABILITY

Under no event shall this Contract exceed \$26,124 unless amended pursuant to Article 7.

SECTION 4.2 PAYMENT STRUCTURE

This Section is the controlling budget for this Contract. Prior written approval from the OAG is required if the Contractor anticipates the movement of any funds from a funded budget category to an unfunded budget category; or moving more than ten percent (10%) of the fiscal year budget from one funded budget category to another. The OAG may approve shifting more than ten percent (10%) of the funds between categories by Controlled Correspondence. Any change to the total amount of this Contract, stated in Section 4.1, requires a proper amendment to this Contract.

The initial term for this Contract may be extended, by the OAG, from 12 months to 24 months, if the Contractor meets the requirements of this Contract, as determined by the OAG, and if sufficient funds are available. If the Contract is extended to beyond 12 months, funds shall be allocated by Fiscal Year. Table 1, below, identifies the budget categories and amounts for the initial term of this Contract. Table 2, below, provides estimates of the budget categories and amounts should this Contract be extended beyond its initial term. If these initial estimates should change at the time the Contract is extended, Table 2 will be amended to reflect the agreed upon changes.

4.2.1 <u>Table 1. Fiscal Year 2009 (September 1, 2008 through August 31, 2009), see Attachment C for</u> Detailed Program Budget

| Category | Amount |
|------------------------------|--------|
| Salary | \$0 |
| Fringe | |
| Training and In-State Travel | 800 |
| Supplies | 184 |
| Contractual | 25,000 |
| Other | 140 |
| Total | |

4.2.2 Table 2. Fiscal Year 2010 (September 1, 2009 through August 31, 2010)

| Category | Amount |
|------------------------------|-------------|
| Salary | |
| Fringe | \$0 |
| Training and In-State Travel | 0 |
| Supplies | 800 |
| Contractual | 184 |
| Other | 25,000 |
| | 0 |
| Total | \$26,124.00 |

4.2.3 <u>Reimbursable Costs</u>

The OAG shall only reimburse costs incurred and paid by the Contractor during the term of this Contract. The OAG shall only reimburse the Contractor for employee costs that are directly related to performing the responsibilities of this Contract. For all costs submitted for reimbursement by the OAG, the Contractor must comply with the directives of the Access and Visitation Grant award to Texas, the Catalog of Federal Domestic Assistance (CFDA) #93.597, and the guidelines identified in Table 3, below.

Table 3. Reimbursement Regulations and Rules

| Statutory Requirements | Cost Principles | Administrative Requirements | Audit Requirements |
|---------------------------|--------------------------|--------------------------------|--------------------------|
| 42 U.S.C.A. §669b | OMB A-21; A-87; A-22; | OMB A-110; | OMB A-133; |
| | 45 C.F.R. part 74 | 45 C.F.R. part 92 | 45 C.F.R. part 74 |
| Texas Government Code | Uniform Grant Management | UGMS | Texas State Single Audit |
| chapter 783 | Standards (UGMS) | | Circular |

The OAG shall only reimburse the Contractor for the following cost categories and only if the incurred costs are reasonable and necessary:

4.2.3.1 SALARIES

The OAG shall reimburse the direct Salary costs for the Contractor's employees, to the extent those employees perform work under this Contract.

4.2.3.2 FRINGE BENEFITS

The OAG shall reimburse fringe benefits of the Contractor's employees to the extent those employees perform work under this Contract and only if the Contractor provides the same benefits to its employees not performing work under this Contract.

4.2.3.3 TRAVEL EXPENSES

The OAG shall only reimburse the Contractor for employee travel, housing, transportation, meals, or any other such travel-related cost if, prior to any cost being incurred, the Contractor has requested approval for the travel and the OAG has approved the proposed travel in writing. The OAG shall only reimburse the Contractor for approved travel within the State of Texas. The OAG shall only reimburse approved travel costs to the extent it is permitted to reimburse its own employees for travel pursuant to the rules and at the rates prescribed in the State of Texas Travel Allowance Guide, except as otherwise provided in this paragraph. The OAG shall reimburse the Contractor for approved air travel at the actual cost of the airfare, not to exceed the cost of the lowest priced airfare available at the time the travel occurs. Under no circumstances shall the OAG reimburse the Contractor for first class airfare. The OAG shall only reimburse the Contractor for exceed the State Government or conference room rate, plus applicable hotel occupancy taxes, unless prior approval is received from the OAG.

In addition to the invoicing requirements of Section 4.3, the Contractor shall submit to the OAG, within twenty (20) days after the end of the month in which the approved travel expenses were incurred, a copy of the OAG's approval of the travel, receipts for all travel expenses identified on the invoice, and any other information and documentation requested by the OAG.

4.2.3.4 SUPPLIES

The Contractor shall submit original invoices by mail or in person within twenty (20) calendar days of the end of the calendar month in which the costs are incurred.

4.2.3.5 SUBCONTRACTOR EXPENSES

In the event that the Contractor determines that it is necessary or expedient to subcontract for any of the performances specified herein, the OAG shall reimburse the Contractor for the costs needed to perform the responsibilities of this Contract, as long as the subcontract is entered into pursuant to Section 5.5.

4.2.3.6 OTHER DIRECT OPERATING EXPENSES

The OAG may reimburse the Contractor for other expenses not identified in this Section if the expenses are permitted by federal and state laws and regulations and if the Contractor has received OAG written approval prior to incurring the expenses.

COPYING AND PRINTING

The OAG shall reimburse the Contractor for the costs of printing needed to perform the responsibilities of this Contract. Copying expenses incurred by the Contractor for copying existing material do not require prior approval from the OAG and do not need to include the statements required Section 9.2.4. However, if the Contractor develops and/or produces materials for which it intends to request reimbursement from the OAG under this Contract, the Contractor must submit the material to the OAG for prior approval prior to producing, printing, or distributing the material and the Contractor must insert the language required by Section 9.2.4. Additionally, the Contractor is solely responsible for complying with all copyright laws for any existing material it copies.

POSTAGE

The OAG shall reimburse the Contractor for postage costs incurred in the performance of this Contract.

• TELEPHONE

The OAG shall reimburse the Contractor for local and long-distance telephone calls only if the Contractor has a cost allocation plan or another method that accurately distinguishes telephone expenses related to this Contract from those telephone expenses not related to this Contract

4.2.3 No Additional Expenses

The Contractor further agrees that:

- The stated costs for the Contractor's performance of its responsibilities under this Contract represent the only costs that can be reimbursed by the OAG;
- No other costs for tasks, functions, or activities that are incidental or ancillary to the performance of the Contractor's responsibilities under this Contract shall be sought from the OAG, nor shall the failure of the OAG to pay for such incidental or ancillary services and deliverables entitle the Contractor to cease performing its responsibilities due under this Contract; and
- The Contractor shall not be entitled to reimbursement for any task required by this Contract unless and until it has been performed and/or delivered to the OAG in accordance with the terms of this Contract and no partial or progress payments shall be made except as mutually agreed upon by the Parties.



SECTION 4.3 INVOICING AND PAYMENT INFORMATION

The OAG shall reimburse the Contractor for costs under this Contract that are identified in properly submitted invoices, pursuant to this Section, and limited by the total value of this Contract identified in Section 4.1.

4.3.1 <u>Submitting Invoices</u>

The Contractor shall use the invoice form and supporting documentation, provided by the OAG for invoicing costs under this Contract. Electronic or facsimile invoice submissions shall not be accepted. The Contractor shall only submit invoices for costs that are permitted by this Contract.

The Contractor shall include on each invoice the following information:

- the OAG Contract Number;
- a description of each cost and its dollar amount;
- the date each cost was incurred;
- the Contractor's name;
- the Contractor's Tax Identification Number or Social Security Number, as applicable;
- the Contractor's address; and
- the telephone number for the Contractor's Contract Manager.

The Contractor shall submit any additional documentation or explanation the OAG requests to support or document the information on any invoice within the timeframe designated by the OAG in its request.

The Contractor shall address and mail all invoices to:

Office of the Attorney General Accounting Division - Mail Code 003 P.O. Box 12548 Austin, TX 78711-2548

4.3.2 <u>Frequency</u>

The Contractor shall submit original invoices by mail or in person within twenty (20) calendar days of the end of the calendar month in which the costs are incurred.

4.3.3 Final Invoice Requirements

Within twenty (20) calendar days of the end of the final month of the Contract term, the Contractor shall submit a final, close-out invoice. This final, close-out invoice must be labeled "Final Invoice" and must include all expenditures and costs incurred, not previously included on an invoice, for which the Contractor expects to receive reimbursement under this Contract.



4.3.4 OAG Adjustments to Final Invoice Amount

The OAG shall complete its review of all invoices and reports submitted and/or required by this Contract and adjust the final invoice amount based on any remedies or refunds assessed.

4.3.5 Time and Manner of Reimbursement by the OAG

In accordance with the Texas Prompt Payment Act, Chapter 2251, Texas Government Code, the OAG shall reimburse the Contractor for eligible costs identified on a properly prepared original invoice submitted to the OAG pursuant to SECTION 4.3 of this Contract. The OAG shall notify the Contractor of any errors in an invoice submitted no later than the 21st day after the date the OAG receives the invoice. Payment by the OAG under this Contract does not foreclose the OAG's right to recover payments determined to be ineligible, pursuant to Section 4.3.7.

4.3.6 Disputed Invoices

If the OAG disputes payment of all or any portion of an invoice from the Contractor, the OAG shall notify the Contractor of such dispute and both Parties shall attempt, in good faith, to resolve the dispute. The OAG shall not be required to pay any disputed portion of the Contractor's invoice before the dispute is resolved. Notwithstanding any such dispute, the Contractor must continue to perform its responsibilities under this Contract, pending resolution of such dispute so long as the OAG requests the continued performance and continues to pay all undisputed amounts to the Contractor.

If the invoice dispute is resolved in favor of the Contractor, the OAG shall pay the unpaid balance of the invoice in compliance with the Prompt Payment Act, as applicable. If the dispute is resolved in favor of the OAG, the Contractor shall submit a corrected invoice within twenty (20) days of resolution and the OAG shall pay the invoice in accordance with the Prompt Payment Act.

4.3.7 <u>Refunds</u>

If the OAG determines that it has overpaid the Contractor under this Contract, the Contractor shall refund that amount of OAG reimbursement identified by the OAG as an overpayment. The OAG may offset and deduct the amount of the overpayment from any amount owing, as a reimbursement, but unpaid to the Contractor. The Contractor shall refund any overpayment to the OAG within thirty (30) calendar days of receipt of the notice of the overpayment from the OAG.

If any reimbursement, or a portion of a reimbursement, is disallowed as a result of an audit finding that the Contractor failed to follow federal requirements for the Access and Visitation Grant, then the Contractor agrees that the OAG may recoup the disallowed amount from funds payable under this Contract, to the extent the disallowed amount was incurred by the OAG. Such recoupment would occur at the end of the audit protocol contained in OMB Circular A-133. If an audit identifies a disallowed amount after the expiration date of this Contract, the OAG shall send the Contractor notice of the audit results and specifically identify the amount that must be refunded by the Contractor. The Contractor shall refund the disallowed amount to the OAG within thirty (30) calendar days of receipt of the notice of the disallowed amount from the OAG.

The obligations of the OAG and the Contractor in this Refunds Section shall survive this Contract, pursuant to Section 8.5.



SECTION 4.4 AUDIT REQUIREMENTS

The Contractor shall maintain adequate financial records for all work related to this Contract, as directed by 45 C.F.R. Part 92 Subpart C, "Financial Administration", and Sections 92.30 ("Changes"), 92.40 ("Monitoring and reporting program performance"), 92.41 ("Financial reporting"), and 92.42 ("Retention and access requirements for records"), and make such records available for audit. The Contractor also shall maintain such records as are deemed necessary by the OAG to assure proper accounting for all costs, including expenditure of incentive monies, if applicable. All of the records specified in this Section must be retained as subsequently specified in this Section.

The Contractor understands that acceptance of funds under this Contract acts as acceptance of the authority of the Auditing Entities, to conduct an audit or investigation in connection with those funds. The Contractor further agrees to cooperate fully with the Auditing Entities in the conduct of the audit or investigation, including providing all records requested. All records, books, documents, accounting procedures, practices or any other items relevant to the performance of this Contract shall be subject to examination, audit, and reproduction in accordance with all applicable state and federal laws, rules, regulations, or directives, by the Auditing Entities. The Contractor shall direct that any subcontractor with whom it has established a contractual relationship to discharge the Contractor's obligations under this Contract to likewise permit the Auditing Entities to have rights of access to, inspection of, and reproduction of all books and records of the subcontractor(s) that pertain to this Contract. The Contractor shall reimburse the State of Texas for all costs associated with enforcing this provision.

The Contractor shall maintain and retain for a period of three (3) years after the termination of this Contract such records as are necessary to fully disclose the extent of services provided under this Contract, including but not limited to any daily activity reports and time distribution and attendance records, and other records which may show the basis of the allowable cost charges made. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the 3-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 3-year period, whichever is later.

In order to comply with the monitoring and auditing requirements governing this Contract, the Contractor is considered a subrecipient of federal pass-through funds under the CFDA #93.597. All accounting records should identify the source of the funds received by the Contractor under this Contract as Access and Visitation Grant funds passed through from the OAG.

The Contractor shall provide the OAG with an audit completed by an independent auditor. The type of audit will be determined in accordance with OMB Circular A-133. A copy of the entire auditor's report and management letter shall be provided to the OAG within sixty (60) days of the completion of the audit.

If funds are disallowed as a result of an audit finding contained in an audit (by an Auditing Entity) that the Contractor has failed to follow federal requirements for the Access and Visitation Grant program, then the Contractor agrees that the OAG may recoup the loss from the funds payable under this Contract to the extent of the loss incurred by the OAG. Such recoupment would occur at the end of the audit protocol contained in OMB Circular A-133.

SECTION 4.5 FINANCIAL TERMS

4.5.1 <u>Reimbursement Limitations</u>

The grant funds provided by the OAG to the Contractor under this Contract may only be used to pay for ninety percent (90%) of the total cost of the Contractor's Access and Visitation program. The remaining

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ten percent (10%) must be from non-federal sources, either state or local funds and/or in-kind services. The Contractor's ten percent (10%) match shall only come from funds not already committed as matching funds on another grant. If the Contractor wishes to change its funding for the ten percent (10%) match from the funding identified in Attachment C, it shall first obtain the written approval of the OAG. The Contractor shall report its matching contribution in the Access and Visitation budget and in the monthly Financial Status Report ("FSR"), for which the OAG shall provide the Contractor with a template. The Contractor shall comply with the provisions of 45 C.F.R. §92.24 in calculating matching funds.

4.5.1.1 NO SUPPLANTING OR REDUCING OTHER FINANCIAL SUPPORT

Funding from this Contract shall not be used to supplant or reduce financial support that the Contractor receives from other sources. For purposes of this Contract, this means the Contractor may not reduce its current funding, but must use the funds from this Contract to expand or enhance its current level of service.

4.5.1.2 THE CONTRACTOR ASSUMES THE RISK

The Contractor understands and expressly assumes all risks associated with performing its responsibilities under this Contract, including the failure, termination, or suspension of funding to the OAG, delays or denials of required approvals, and cost overruns not reasonably attributable to the OAG. To the extent funding or required approvals are not provided, the Contractor shall not be further obligated to perform the responsibilities of this Contract for which the OAG is unable to provide acceptable assurances of available funding.

4.5.1.3 OAG SUSPENSION OF REIMBURSEMENTS

The OAG may deny or suspend reimbursement:

- For any invoice submitted more than ninety (90) days from the end of the month in which the cost was incurred;
- For failure to provide requested performance reports, financial compliance monitoring reports, data collection, information, and/or supporting documentation;
- For failure to submit independent audit reports, as required by this Contract and the applicable OMB circulars or other applicable law;
- If program requirements are not timely met, as specified in this Contract
- If prior approval is not obtained for any cost that requires prior approval; and
- If the eligibility of the Contractor to receive funding is in dispute, until such dispute is resolved to the OAG's satisfaction.

4.5.2 Method of Purchase and Vesting of Ownership

All goods or services purchased pursuant to this Contract shall be purchased using an outright purchase. Upon installation, acceptance, and payment, the State of Texas shall receive title to any personal property delivered, except as otherwise agreed to in this Contract.

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4.5.3 Buy Texas

The Contractor shall purchase products, materials, and services produced in the State of Texas when they are available at a price and time comparable to products and materials produced outside the state.

4.5.4 Liability For and Payment of Taxes

The Contractor shall pay all taxes resulting from this Contract, including any federal, state, or local income, sales, excise, or property taxes. The OAG is exempt from the payment of sales, excise, and use taxes, taxes on property owned by the OAG, and taxes on tangible personal property subject to a lease-purchase agreement. The OAG shall not be liable to reimburse the Contractor for the payment of such taxes incurred by the Contractor in acquiring any goods or services as a part of any work called for in this Contract and the Contractor's invoice shall not include any amount for such taxes. The OAG shall furnish to the Contractor, upon request, suitable documentation of the OAG's exemption from such taxes on goods and services procured on behalf of the OAG.

4.5.5 Provision of Funding by United States

It is expressly understood that any and all of the OAG's obligations and liabilities hereunder are contingent upon the continued funding of the Access and Visitation Grant by United States Department of Health and Human Services (DHHS). The OAG shall use all reasonable efforts to cooperate with DHHS to ensure that such funds continue to be available. The Parties agree that if future levels of the Access and Visitation Grant funding should lapse, terminate, or become insufficient to continue the activities associated with the Access and Visitation Grant, the OAG, in its discretion, may terminate this Contract, either in whole or in part. In the event of such termination, the OAG shall not be considered to be in default or breach under this Contract, nor shall it be liable for any further payments ordinarily due under this Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination. The OAG shall make best efforts to provide reasonable written advance notice to Contractor of any such termination. In the event of such a termination, the Contractor shall, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. The OAG shall be liable for payments limited only to the portion of work the OAG authorized in writing and which the Contractor has completed, delivered to the OAG, and which has been accepted by the OAG. All such work shall have been completed, per the Contract requirements, prior to the effective date of termination.

4.5.6 <u>Antitrust</u>

The Contractor hereby assigns to the OAG any and all claims for overcharges associated with this Contract under the anti-trust laws of the United States, 15 USCA §1, *et seq.* (1973), and the antitrust laws of the State of Texas, Texas Business & Commerce Code §15.01, *et seq.* (1957).

4.5.7 <u>No Debt Against the State</u>

This Contract shall not be construed as creating any debt by or on behalf of the State of Texas.

SECTION 4.6 MANAGEMENT'S FINANCIAL RESPONSIBILITIES

The Contractor and, if applicable, its governing board, shall bear full responsibility for the integrity of the fiscal and programmatic management of the organization. Such management shall include accountability for all funds and materials received from the OAG; compliance with all terms and conditions of this

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Contract and with all applicable federal and state laws, regulations, and rules; and correction of fiscal and programmatic deficiencies identified through self-evaluation and/or the OAG's monitoring process. Ignorance of any Contract provisions or other requirements contained or referenced in this Contract shall not constitute a defense. Furthermore, the Contractor and, if applicable, its governing board, shall ensure separation of powers, duties, and functions in fiscal and programmatic management operations. To ensure proper separation of powers and duties, for the purposes of fiscal reporting and accountability underlying the preparation of invoices and supporting documentation, the individual responsible shall be a paid employee, not a board member or volunteer. If compliance with the above requirements is neither efficient nor in the best interest of administration of this Contract, the Contractor may seek written approval for alternate operating methods from the OAG. If the OAG approves an alternate operating method, it shall do so either through Controlled Correspondence or an amendment to this Contract, whichever is appropriate pursuant to the terms of this Contract.

ARTICLE 5 CONTRACT MANAGEMENT

SECTION 5.1 CONTROLLED CORRESPONDENCE

In order to track and document requests for decisions and/or information pertaining to this Contract, and the subsequent response to those requests, the OAG and the Contractor shall use Controlled Correspondence. The OAG shall manage the Controlled Correspondence for this Contract. For each Controlled Correspondence document, the OAG shall assign a tracking number and the document shall be signed by the appropriate Party's Contract Manager. The Controlled Correspondence process may be used to document refinements and interpretations of the provisions of this Contract. Controlled Correspondence may also be used to document the cost impacts of proposed changes. However, Controlled Correspondence shall not be used to change pricing or alter the terms of this Contract. Controlled Correspondence shall not be the basis of a claim for equitable adjustment of pricing. Any changes that involve the pricing or the terms of this Contract must be by a Contract amendment. Controlled Correspondence documents shall be maintained by both Parties in on-going logs and shall be come part of the normal status reporting process.

SECTION 5.2 NOTICES AND LIAISONS

5.2.1 -Written Notices Delivery

Any notice required or permitted to be given under this Contract by one Party to the other Party shall be in writing and shall be addressed to the receiving Party at the address hereinafter specified. The notice shall be deemed to have been given immediately if delivered in person to the recipient's address hereinafter specified. It shall be deemed to have been given on the date of certified receipt, if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving Party at the address hereinafter specified.

5.2.2 Notice to the Contractor

The address of the Contractor for all purposes under this Contract and for all notices hereunder shall be:

Honorable Samuel T. Biscoe Travis County Juvenile Probation Department 2515 South Congress Austin, TX 78704

1104

With copies to (registered or certified mail with return receipt is not required for copies):

Ms. Cecelia Burke, Director Domestic Relations Office P.O. Box 1495 Austin, Texas 78767

5.2.3 Notice to the OAG

The address of the OAG for all purposes under this Contract and for all notices hereunder shall be:

Anita Stuckey (or her successor in office) Contract Manager, Family Initiatives, Child Support Division Office of the Attorney General P.O. Box 12017, MC-039 Austin, Texas 78711-2017

With copies to (registered or certified mail with return receipt is not required for copies):

Joseph Fiore (or his successor in office) Managing Attorney, Contracts Attorneys, Child Support Division Office of the Attorney General P.O. Box 12017 Austin, Texas 78711-2017

SECTION 5.3 CONTRACT MANAGERS

5.3.1 The OAG Contract Manager

The OAG Contract Manager for this Contract shall be Anita Stuckey. Changes to the OAG Contract Manager shall thereafter be documented by Controlled Correspondence. The OAG Contract Manager has the authority to:

- sign Controlled Correspondence
- serve as the day-to-day point of contact
- coordinate quality control reviews
- approve invoices
- coordinate meetings with the Contractor
- investigate complaints

The OAG Contract Manager shall have no authority to agree to any:

- Contract amendment
- pricing change



5.3.2 The Contractor's Contract Manager

The Contractor's Contract Manager is Alan Miller, Senior Financial Analyst. Changes to the Contractor's Contract Manager shall hereafter be documented by Controlled Correspondence. The Contractor's Contract Manager has the authority to:

- make decisions regarding the deliverables required by this Contract
- sign Controlled Correspondence
- serve as the day-to-day point of contact
- coordinate quality control reviews
- coordinate meetings with the OAG
- investigate complaints

SECTION 5.4 REPORTING

The Contractor shall submit to the OAG all required financial, program, progress, data collection, and other reports as requested by the OAG, in the form and manner prescribed by the OAG. The Contractor shall submit monthly reports by mail or in person within twenty (20) calendar days of the end of the calendar month in which the costs or grant activities are incurred or delivered.

5.4.1 <u>Reports Required</u>

5.4.1.1 FINANCIAL REPORTS

The Contractor shall file with the OAG financial reports, regardless of whether or not costs have been incurred within the period covered by the applicable report, including an invoice, a Financial Status Report, and a Final Financial Status Report.

5.4.1.2 PERFORMANCE AND STATISTICAL REPORTS

The Contractor shall submit monthly Performance Indicator Reports and Totals by Month Reports, along with the monthly invoice, in a format provided by the OAG. A copy of the Performance Indicator Report only is attached hereto as Attachment B. The Contractor shall submit all requested information contained in the Service Provider Work Sheet with the monthly invoice.

SECTION 5.5 SUBCONTRACTING APPROVAL REQUIRED

It is contemplated by the Parties that the Contractor shall perform the responsibilities of this Contract substantially with its own resources and through the services of its own staff. In the event that the Contractor should determine that it is necessary or expedient to subcontract for any of the performances specified herein, the Contractor shall first transmit to the OAG a true copy of the subcontract the Contractor proposes to execute with a subcontractor and obtain the OAG's written approval for subcontracting the subject performances in advance of executing the subcontract. The Contractor, in subcontracting for any performances specified herein, expressly understands and acknowledges that in entering into such subcontract(s), the OAG is in no manner liable to any subcontractor(s) of the Contractor. In no event shall this provision relieve the Contractor of the responsibility for ensuring that the performances rendered under all subcontracts are rendered so as to comply with all terms of this Contract.

SECTION 5.6 NO ASSIGNMENT BY CONTRACTOR

The Contractor shall not assign its rights under this Contract or delegate the performance of its duties under this Contract without prior written approval from the OAG.

SECTION 5.7 REPORTING FRAUD, WASTE OR ABUSE

The Contractor must report any suspected incident of fraud, waste or abuse associated with the performance of this Contract to any one of the following listed entities:

- the Contract Manager;
- the Deputy Director for Contract Operations, Child Support Division;
- the Director, Child Support Division;
- the Deputy Director, Child Support Division;
- the OAG Ethics Advisor;
- the Director of the OAG Office of Special Investigations;
- the OAG's Agency Integrity Program ("AIP") Hotline (866-552-7937) or the AIP E-mailbox (AIP@oag.state.tx.us);
- the State Auditor's Office hotline for fraud (1-800-892-8348); or the Texas State Auditor's Special Investigation Unit (512) 936-9500.

The report of suspected misconduct shall include (if known):

- the specific suspected misconduct;
- the names of the individual(s)/entity(ies) involved;
- the date(s)/location(s) of the alleged activity(ies);
- the names and all available contact information (phone numbers, addresses) of possible witnesses or other individuals who may have relevant information; and
- any documents which tend to support the allegations.

The words fraud, waste, or abuse as used in this Section has the following meanings:

- Fraud is the use of one's occupation for obtaining personal benefit (including benefit for
- family/friends) through the deliberate misuse or misapplication of resources or assets.
- Waste is the extravagant careless or needless expenditure of funds or consumption of property that results from deficient practices, system controls, or decisions.
- Abuse, being distinct from fraud, encompasses illegal acts or violations of policy or provisions of contracts or grant agreements. When abuse occurs, no law, regulation or provision of a contract or grant agreement is necessarily violated. Rather, the conduct of an individual falls short of behavior that is expected to be reasonable and necessary business practice by a prudent person. An example of abuse would be misuse of the power or authority of an individual's position.

SECTION 5.8 DISPUTE RESOLUTION PROCESS FOR CONTRACTOR BREACH OF CONTRACT CLAIM

The dispute resolution process provided for in Chapter 2260 of the Texas Government Code shall be used, as further described herein, by the OAG and the Contractor to attempt to resolve any claim for breach of contract made by the Contractor:

5.8.1 Written Notice

Any claim by the Contractor for breach of this Contract that the Parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, of the Texas Government Code. To initiate the process, the Contractor shall submit written notice, as required by subchapter B, to the Director of Family Initiatives, Office of the Attorney General, P.O. Box 12017 (Mail Code 039), Austin, Texas 78711-2017. Said notice shall specifically state that the provisions of Chapter 2260, subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of the OAG and the Contractor otherwise entitled to notice under this Contract. Compliance by the Contractor with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, of the Texas Government Code.

5.8.2 Exclusive Process

The contested case process provided in Chapter 2260, subchapter C, of the Government Code is the Contractor's sole and exclusive process for seeking a remedy for any and all alleged breaches of Contract by the OAG, if the Parties are unable to resolve their disputes under this Section.

5.8.3 Condition Precedent

Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this Contract by the OAG nor any other conduct of any representative of the OAG relating to this Contract shall be considered a waiver of sovereign immunity to suit.

5.8.4 OAG Rules

The submission, processing, and resolution of the Contractor's claim is governed by the published rules adopted by the OAG pursuant to Chapter 2260, as currently effective, hereafter enacted, or subsequently amended.

5.8.5 No Suspension of Performance

Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by the Contractor, in whole or in part.

SECTION 5.9 COOPERATION WITH THE OAG

The Contractor must ensure that it cooperates with the OAG and other state or federal administrative agencies, at no charge to the OAG, for purposes relating to the administration of this Contract. The Contractor agrees to reasonably cooperate with and work with the OAG's contractors, subcontractors, and third Party representatives as requested by the OAG.



SECTION 5.10 CONFLICTS OF INTEREST

5.10.1 Safeguard against Conflicts

The Contractor shall establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. The Contractor shall operate with complete independence and objectivity without actual, potential, or apparent conflict of interest with respect to the activities conducted under this Contract.

5.10.2 Disclosure Requirements

The Contractor must disclose any existing or potential conflicts of interest relative to the performance requirements of this Contract and must comply with other disclosure requirements set out below, as applicable. Any relationship that might be perceived or represented as a conflict must be disclosed by the Contractor within fifteen (15) calendar days of its discovery by the Contractor. This disclosure requirement is a continuing obligation throughout the term of this Contract. By executing this Contract, the Contractor affirmed that it has neither given, nor intends to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, at any time during the procurement process or in connection with this Contract to request, in writing, a determination by the OAG when there is a question as to whether a conflict exists. The OAG reserves the right to make a final determination regarding conflicts of interest with respect to the Contractor's relationship with other Parties, whether individual or corporate, public or private, and the Contractor agrees to abide by the OAG's decision.

5.10.3 Violations

A violation of the disclosure requirements applicable to this Contract may constitute grounds for the immediate termination of this Contract. Furthermore, such violation may be submitted to the appropriate state or federal entity for further action.

ARTICLE 6 SECURITY AND CONFIDENTIALITY

SECTION 6.1 SECURITY AND CONFIDENTIALITY REQUIREMENTS

The OAG shall not provide under this Contract any sensitive or confidential information to the Contractor. Any information the Contractor compiles, creates, or comes into contact with as a result of Contractor's duties under this Contract must be maintained and protected in accordance with any federal, state, or local laws and regulations that apply. The Contractor shall establish a method to secure the confidentiality of records, information relating to clients, and any other information that becomes known to the Contractor as a result of this Contract, in accordance with applicable federal and state laws, rules, and regulations. This provision shall not be construed as limiting the OAG's right of access to recipient case records, or other information relating to clients served under this grant, as required by the federal grant application.

SECTION 6.2 CONTRACTOR'S ACCESS TO DATA AND OAG FACILITIES

The Contractor will have no access to any OAG files or any computer images containing secure information. The Contractor will not be using any OAG facilities and whenever Contractor is within an OAG facility, the Contractor will be escorted at all times while on the premises.

SECTION 6.3 SURVIVAL OF PROVISION

The obligations of the Contractor under this Security and Confidentiality Article shall survive this Contract.

SECTION 6.4 INCLUSION IN ALL SUBCONTRACTS

The requirements of this Security and Confidentiality Article shall be included in all subcontracts.

ARTICLE 7 CONTRACT AMENDMENT

SECTION 7.1 AMENDMENTS MUST BE IN WRITING

Any alterations, additions, or deletions in the terms and conditions of this Contract shall be by written amendment executed by both Parties. The Contractor shall not be entitled to payment for any additional services, work, or products that are not authorized by a properly executed Contract amendment.

SECTION 7.2 EXTENSION OF CONTRACT TERM

If an amendment extends the Contract term, the amendment must include revisions to the budget in Sections 4.2.1 and 4.2.2, as necessary, to identify the budget for the extended period.

ARTICLE 8 TERMINATION OF THE CONTRACT

SECTION 8.1 TERMINATION FOR CONVENIENCE OF THE STATE OF TEXAS

The Parties agree that the OAG has the right to terminate this Contract at any time, in whole or in part, without penalty, by providing thirty (30) calendar days advance written notice to the Contractor, if the OAG determines that such termination is in the best interest of the state. In the event of such a termination, the Contractor shall, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. The OAG shall be liable for reimbursing only those expenses incurred by the Contractor that are permitted under this Contract and were incurred prior to the effective termination date. The OAG shall have no other liability including no liability for any costs associated with the termination.

SECTION 8.2 TERMINATION FOR CAUSE

If the Contractor fails to perform its responsibilities in accordance with the provisions of this Contract, or fails to comply with any of the terms or conditions of this Contract, the OAG may, upon written notice of default to the Contractor, immediately terminate all or any part of this Contract. Termination is not an exclusive remedy, but shall be in addition to any other rights and remedies provided in equity, by law, or under this Contract.



Termination of this Contract by the OAG shall be a nonexclusive remedy for cause/default and shall be without prejudice to any other right or remedy of the OAG. The OAG may exercise any other right, remedy, or privilege that may be available to it under applicable law of the state and any other applicable law or proceed by appropriate court action to enforce the provisions of this Contract, or to recover damages for the breach of any agreement being derived from this Contract. The exercise of any of the foregoing remedies shall not constitute a termination of this Contract unless the OAG notifies the Contractor in writing prior to the exercise of such remedy. The Contractor shall remain liable for all covenants and indemnities under the aforesaid agreement. The Contractor shall be liable for all legal fees, and other costs and expenses, including attorney's fees and court costs, incurred by the OAG with respect to the enforcement of any of the remedies listed herein.

SECTION 8.3 TERMINATION DUE TO CHANGES IN LAW

If federal or state laws or regulations or other federal or state requirements are amended or judicially interpreted so that either Party cannot reasonably fulfill this Contract and if the Parties cannot agree to an amendment that would enable substantial continuation of the Contract, the Parties shall be discharged from any further obligations under this Contract.

SECTION 8.4 RIGHTS UPON TERMINATION OR EXPIRATION OF CONTRACT

In the event that this Contract is terminated for any reason, or upon its expiration, the OAG shall retain ownership of all associated work products and documentation with any order that results from or is associated with this Contract in whatever form that they exist.

SECTION 8.5 SURVIVAL OF TERMS

Termination of this Contract for any reason shall not release the Parties from any liability or obligation set forth in this Contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination.

ARTICLE 9 GENERAL TERMS AND CONDITIONS

SECTION 9.1 FEDERAL TERMS AND CONDITIONS

9.1.1 Compliance with Law and Conforming Amendments

The Contractor must comply with all state and federal laws, rules, regulations, requirements, and guidelines applicable to the Contractor: (1) performing its obligations hereunder and to assure with respect to its performances hereunder that the OAG is carrying out the program of child support enforcement pursuant to Title IV, Part D of the federal Social Security Act of 1935 as amended; (2) providing services to the OAG as these laws, rules, regulations, requirements, and guidelines currently exist and as they are amended throughout the term of this Contract.

9.1.2 Civil Rights

The Contractor agrees that no person shall, on the ground of race, color, religion, sex, national origin, age, disability, political affiliation, or religious belief, be excluded from the participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in the administration of, or in connection with, any program or activity funded in whole or in part with funds available under this Contract. The Contractor shall comply with Executive Order 11246, "Equal Employment Opportunity" as

amended by Executive Order 11375, "Amending Executive Order 11246 relating to Equal Employment Opportunity", and as supplemented by regulations at 41 C.F.R. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity Department of Labor".

9.1.3 <u>Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion from</u> Participation in Contracts Exceeding \$100,000.00.

The Contractor certifies, by entering into this Contract, that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. The Contractor shall include this certification requirement in all subcontracts to this Contract that exceed \$100,000. 9.1.4 Records Retention

Contractor shall retain all financial records, supporting documents, statistical records, and any other records, documents, papers or books (collectively referred to as records) relating to the performances called for in this contract. Contractor shall retain all such records for a period of five (5) years after the expiration of the term of this contract, or until the OAG or the United States are satisfied that all audit, claim, negotiation and litigation matters are resolved, whichever period is longer. Contractor shall grant access to all such records to the OAG, the State Auditor of Texas, the United States Department of Health and Human Services and the Comptroller General of the United States (or any of their duly authorized representatives) for the purposes of inspecting, auditing, or copying such records. The requirements of this provision shall be included in all subcontracts.

9.1.5 Environmental Protection

The Contractor shall be in compliance with all applicable standards, orders, or regulations issued pursuant to the mandates of the Clean Air Act (42 U.S.C. §7401 *et seq.*) and the Federal Water Pollution Control Act, as amended, (33 U.S.C. §1251 *et seq.*). The Contractor shall include the requirements of this provision in all subcontracts that exceed \$100,000.

9.1.6 Certain Disclosures Concerning Lobbying

The Contractor shall comply with the provisions of a federal law known generally as the Lobbying Disclosure Acts of 1989, and the regulations of the United States Department of Health and Human Services promulgated pursuant to said law, and shall make all disclosures and certifications as required by law. The Contractor must submit, upon signing this Contract, the Certification Regarding Lobbying and attach the certification to this Contract. This certification certifies that the Contractor shall not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence any officer or employee of any federal agency, a member of Congress, officer or employee of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. §1352. It also certifies that the Contractor shall disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award by completing and submitting Standard Form LLL. The requirements of this provision shall be included in all subcontracts exceeding \$100,000.

9.1.7 State and Local Lobbying

The Contractor shall not use funds provided under this Contract to lobby at the state or local level, in the State of Texas.



9.1.8 Copyright and Patent Infringement

The Contractor shall indemnify and hold harmless the OAG against any claim of copyright or patent infringement arising in connection with the performances required of Contractor pursuant to this Contract. The Contractor shall be liable to pay all costs, damages, and attorneys' fees incurred by the OAG as a result of any claim for the infringement of any United States or internationally protected patent(s) or copyright(s) arising from the use by Contractor in connection with the performances called for in this Contract. The Contractor and the OAG agree to furnish timely written notice to each other of any such claim of copyright or patent infringement.

SECTION 9.2 GENERAL RESPONSIBILITIES

9.2.1 Independent Contractor

It is expressly understood and agreed by both Parties hereto that the Contractor, its officers, agents, employees, and subcontractors are independent contractors and not employees of the OAG. Any payments or other benefits accruing to the Contractor that may be similar to payments or benefits available to employees of the OAG have been determined by the OAG to be the method of contracting that involves the least expense to the State of Texas.

9.2.1.1 BEHAVIORAL CONTROL

This Contract provides the Contractor with instructions regarding the work to be done but not specific instructions on how the work is to be done. The OAG may not provide the Contractor with any training in order for the Contractor to perform its responsibilities under this Contract, unless it is training specifically on OAG processes the Contractor needs to understand in order to perform its responsibilities. OAG has the option of providing limited training opportunities if deemed appropriate.

9.2.1.2 FINANCIAL CONTROL

The Contractor has a significant investment in the work to be performed under this Contract. The Contractor shall only be paid for the work expressly specified in this Contract in amounts expressly specified in this Contract. All other business expenses shall not be reimbursed by the OAG. The Contractor takes the risk of experiencing a profit or loss under this Contract. The Contractor's employees and subcontractors must be paid exclusively by the Contractor for all services performed. The Contractor is responsible for and must comply with all requirements and obligations related to such employees under local, state, and federal law, including minimum wage, social security, unemployment insurance, state and federal income tax, and workers' compensation obligations.

9.2.1.3 RELATIONSHIP OF THE PARTIES

The Contractor does not receive medical insurance, a pension, or paid leave as a result of this Contract. This Contract entirely governs the relationship of the Parties. Except as expressly provided in this Contract, neither the Contractor nor any of its employees, subcontractors, or agents may act, in any sense, as agents or representatives of the OAG or the State of Texas.

9.2.2 <u>No Implied Authority</u>

Any authority delegated to the Contractor by the OAG is limited to the terms of this Contract. The Contractor may not rely upon implied authority and specifically is not delegated authority under this Contract to:

- Make public policy;
- Promulgate, amend, or disregard program policy decisions made by the OAG; or
- Unilaterally communicate or negotiate with any federal or state agency, the Texas Legislature, or Congress on behalf of the OAG. However, the Contractor is required to cooperate fully with the OAG in communications and negotiations with state and federal agencies, as directed by the OAG.

9.2.3 Contractor Indemnification

The Contractor shall hold harmless and indemnify the OAG and its employees, agents, and contractors from and against any and all claims, demands, allegations, suits, actions, judgments, losses, damages, or liabilities, of any nature whatsoever, arising out of or relating to this Contract, or that are made or threatened as a result of this Contract, or that are associated with the performance of this Contract (hereinafter "Claims"). This provision includes any Claim for the infringement of any United States or internationally protected patents or copyrights arising out of the Contractor's or the OAG's use of any equipment, materials, information, or ideas employed or furnished by the Contractor in connection with the performances called for in this Contract. This provision also includes injuries to any persons present on OAG owned, leased, or occupied property or premises, whether or not those persons are OAG employees, and it includes damages to any personal property that is present on OAG owned, leased, or occupied property or premises, whether or not those persons are OAG employees, and it includes damages to any personal property that is present on OAG owned, leased, or occupied property or premises, whether or not those persons are OAG employees, and it includes damages to any personal property that is present on OAG owned, leased, or occupied property or premises, whether or not those persons are OAG employees.

The Contractor shall reimburse the OAG for all expenses incurred by the OAG in defending any and all Claims. The Contractor's obligation to indemnify the OAG and reimburse the OAG's defense costs shall arise at the time notice of a Claim is first provided to either the Contractor or the OAG, regardless of whether or not a claimant has filed suit on the Claim. The Contractor and the OAG agree to furnish, within 10 calendar days of receipt or knowledge of a claim, written notice to each other of any such Claim. Upon the OAG's written demand, the Contractor shall reimburse the OAG, within thirty (30) calendar days of the written demand, for the OAG's costs incurred due to any Claim, including but not limited to, court costs, administrative proceedings costs, expert fees, attorneys' fees incurred by the OAG in defending or investigating Claims, and, any monies necessary to settle any Claim against the OAG.

9.2.4 News Releases, Pronouncements, and Literature

The OAG does not endorse any contractor, vendor, commodity, or service. News releases pertaining to this transaction and/or advertisements, publications, declarations and any other pronouncements by the Contractor using any means or media mentioning the State of Texas or the OAG must be approved in writing by the OAG prior to public dissemination. The Contractor shall place, in any literature describing the services covered under this Contract, notices acknowledging the funding provided by the OAG and DHHS to the Contractor. Such notice shall also be placed in the Contractor's annual reports. The Contractor shall supply the OAG with a copy of any literature, curricula, or multi-media items, such as CDs or DVDs. The Contractor is not required to place such notice in reports that are solely statistical in nature.

9.2.5 Agreement Relating to Debts or Delinquencies Owed to the State

As required by §2252.903, Government Code, the Contractor agrees that any payments due under this Contract shall be directly applied towards eliminating any debt or delinquency including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support.

9.2.6 Force Majeure

9.2.6.1 The OAG shall not be responsible for performance of the Contract should it be prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the OAG.

9.2.6.2 The Contractor shall not be liable to the OAG for non-performance or delay in performance of a requirement under this Contract if such non-performance or delay is due to one of the following occurrences, which occurrence must not be preventable through the exercise of reasonable diligence, be beyond the control of the Contractor, can not be circumvented through the use of alternate sources, work-around plans, or other means and occur without its fault or negligence: fire; flood; lightning strike; weather damage; earthquake; tornado; hurricane; snow or ice storms; equipment break down; acts of war, terrorism, riots, or civil disorder; strikes and disruption or outage of communications, power, or other utility.

9.2.6.3 In the event of an occurrence under Section 9.2.6.2, the Contractor will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail and the Contractor continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. The Contractor shall immediately notify the OAG Contract Manager by telephone (to be confirmed in writing within five (5) calendar days of the inception of such occurrence) and describe at a reasonable level of detail the circumstances causing the non-performance or delay in performance.

SECTION 9.3 SPECIAL TERMS AND CONDITIONS

9.3.1 Permits

The Contractor shall be responsible, at the Contractor's expense, for obtaining any and all permits or licenses required by city, county, state, or federal rules, regulations, law, or codes.

9.3.2 Offshoring

The Contractor shall not transfer funds received under this Contract to offshore accounts. All work to be performed under this Contract shall be performed within the United States of America and its territories.

SECTION 9.4 NON-WAIVER OF RIGHTS

Failure of a Party to require performance by another Party under this Contract shall not affect the right of such Party to require performance in the future. No delay, failure, or waiver of either Party's exercise or

partial exercise of any right or remedy under this Contract shall operate to limit, impair, preclude, cancel, waive, or otherwise affect such right or remedy. A waiver by a Party of any breach of any term of this Contract shall not be construed as a waiver of any continuing or succeeding breach.

SECTION 9.5 NO WAIVER OF SOVEREIGN IMMUNITY

The Parties expressly agree that no provision of this Contract is in any way intended to constitute a waiver by the OAG or the State of Texas of any immunities from suit or from liability that the OAG or the State of Texas may have by operation of law.

SECTION 9.6 SEVERABILITY

If any provision of this Contract is construed to be illegal or invalid, such construction shall not affect the legality or validity of any of its other provisions. The illegal or invalid provision shall be deemed severable and stricken from the Contract as if it had never been incorporated herein, but all other provisions shall continue in full force and effect.

SECTION 9.7 APPLICABLE LAW AND VENUE

The Contractor agrees that this Contract, in all respects, shall be governed by and construed in accordance with the laws of the State of Texas, except for its provisions regarding conflicts of laws. The Contractor also agrees that the exclusive venue and jurisdiction of any legal action or suit concerning this Contract is, and that any such legal action or suit shall be brought, in a court of competent jurisdiction in Travis County, Texas. The Contractor further agrees that all payments shall be due and payable in Travis County, Texas.

SECTION 9.8 ENTIRE AGREEMENT

This Contract represents the entire agreement between the Parties. No prior agreement or understanding, oral or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this Contract.

9.8.1 <u>Contract Documentation</u>

The Contract between the Parties consists of this Contract document and the following attachments:

- <u>Attachment A</u>: Access and Visitation Grant Application
- <u>Attachment B</u>: Performance Indicator Report
- <u>Attachment C</u>: Access and Visitation (AV) Detailed Program Budget
- <u>Attachment D</u>: Certification Regarding Lobbying

All Attachments listed above are attached to this Contract and are incorporated into this Contract for all purposes as though they were written word-for-word into this document.

9.8.2 Order of Documents

In the case of any dispute concerning the Contractor's compliance with the requirements of this Contract, the parties agree that the Contractor's Access and Visitation Application constitutes promised Contractor performance and may be used by the Parties as proof of whether the Contractor is performing as promised. Provided, however, that the Contractor's Access and Visitation Application may not be used by the Contractor to establish a limitation to promised performance. Any limitations in the Contractor's Access and Visitation Application shall only be operative if explicitly set forth in this Contract.

SECTION 9.9 **COUNTERPARTS**

This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

WHEREFORE, the Parties to this Contract hereby acknowledge and affirm that the responsibilities described herein, including all Attachments hereto, are both necessary and authorized. The Parties hereto certify, by signing in the spaces provided below, that this Contract neither requires nor permits either entity to exceed its duties and responsibilities or the limitations of its funding. The Parties hereto bind themselves to the faithful performance of their respective obligations under this Contract. This Contract shall not become valid until signed by duly authorized representatives of both Parties.

TRAVIS COUNTY JUVENILE PROBATION OFFICE OF THE ATTORNEY GENERAL OF DEPARTMENT

TEXAS

HONORABLE SAMUEL T. BISCOE TRAVIS COUNTY JUDGE

ALICIA G. KEY DIRECTOR, CHILD SUPPORT SERVICES

DATE

DATE



Organization Name:

OAG Grant #

Performance Indicator Report **Access and Visitation Grant** FY 2009

Grants Administration Division Attachment B

П8

| Travis County | | | | | | | | | | | | | | | |
|-------------------------------------|------------------|--------|--------|---------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|---------------------------|-------------------|
| | | | | | | | | | | | | | | | |
| Performance Indicator(s) | Annual Target | Sep-08 | Oct-08 | Nov-08 Dec-08 | Dec-08 | Jan-09 | Feb-09 | Mar-09 | Apr-09 | May-09 | Jun-09 | Jul-09 | Aug-09 | Cumulative Achievement | Percent Target |
| New Customer Inquiries | 2,600 | | | | | | | | | | | | | | Reached |
| Orientation Sessions (hours) | 84 | | | | | | | | | | | | | 0 | %0 |
| Orientation Attendees | 125 | | | | | | | | | | | | | 0 | 0% |
| Parent Education (Hours) | 216 | | | | | | | | | | | | | 0 | %0 |
| Group Attendance | 966 | | | | | | | | | | | | | 0 | 0% |
| Joint Case Planning Meetings | 65 | | | | | | | | | | | | | 0 | %0 |
| Counseling sessions attended | 204 | | | | | | | | | | | | | 0 | %0 |
| Counseling referrals (by family) | 17 | | | | | | | | | | | | | 0 | %0 |
| Litigation services provided | 372 | | | | | - | | | | | | | | 0 | . 0% |
| Active Visitation Enforcement cases | 720 | | | | | | | | | | | | | 0 | 0% |
| | | | | | | | | | | | | | | 0 | 0% |
| Outcomes: | | | | | | | | | | | | | | 0 | %0 |
| Parenting Time Increased | 420 | | | | | | | | | | | | | 0 | %0 |

Outcomes: Parenting Time Increased PT not increased

Total

6,119

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420 300

Preparer's Comments

Child Support Division Family Initiatives

Performance Indicator Report Access and Visitation Grant FY 2010

Grants Administration Division AV Grant Attachment B

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| Travis County | ation |
| | Name |
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| | Organization Name: |
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| | OAG Grant # |
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| | Organization Name: OAG Grant # |
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| Performance Indicator(s) | Annual Target | Sep-08 | Oct-08 | Nov-08 | Dec-08 | Jan-09 | Feb-09 | Mar-09 | Apr-09 | May-09 | Jun-09 | Jul-09 | Aug-09 | Cumulative | Percent Target |
|-------------------------------------|------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|-----------------|-------------------|
| New Customer Inquiries | 2,600 | | | | | | | | | | | | | Politevelitelit | Reached |
| Orientation Sessions (hours) | 84 | | | | | | | | | | | | | 0 | |
| Orientation Attendees | 125 | | | | | | | | | | | | | 0 | |
| Parent Education (Hours) | 216 | | | | | | | | | | | | | 0 | |
| Group Attendance | 966 | | | | | | | | | | | | | 0 | |
| Joint Case Planning Meetings | 65 | | | | - | | | | | | - | | | 0 | |
| Counseling sessions attended | 204 | | | | | | | | | | | | | 0 | |
| Counseling referrals (by family) | 17 | | | | | | | | | | | | | 0 | |
| Litigation services provided | 372 | | | | | | | | | | | | | 0 | |
| Active Visitation Enforcement cases | 720 | | | | | | | | | | | | | 0 | |
| | | | | | | | | | | | | | | 0 | |
| Outcomes: | | | | | | | | | | | | | | 0 | |
| Parenting Time Increased | 420 | | | | | | | | | | | | | 0 | |
| PT not increased | 300 | | | | | | | | | | | | | 0 | |
| | | | | | | | | | | | | | | 0 | |
| Fotal | 6 119 | 0 | > | > | | > | , | , | | | | | | 0 | |
| | | | 4 | C. | ¢ | C | c | C | 0 | 0 | 0 | 0 | L U | 5 | |

Access/Visitation Grant FY09 Detailed Program Budget

| Applicant: Program Name: FY09 Amount: Required 10% Match County: | Travis County Cooperative Pa \$26,124 \$2,612 Travis | renting Progr | |
|--|--|-------------------------|--|
| City: Grant Period: | Austin | | |
| Grant Period: | September 1, 2 As of 9/1/08 | | 31, 2009 |
| | FY09 | Organization's Match | Total Project Budge |
| Salary | | | |
| Visitation Enforcement attorney | | 2,700 | 2,70 |
| | | | |
| | | | |
| Salary Total | 0 | 2,700 | 2,70 |
| Fringe | | | |
| | | | |
| | | | |
| | | | |
| Fringe Total | 0 | 0 | |
| Travel | | | |
| OAG Conference | 0 | | |
| In State Training | 0 | | |
| In-State Training Travel Total | 800 800 | 0 | 80 |
| | | | |
| Supplies | | | |
| Office supplies | 184 | | 18 |
| Printing | 0 | | |
| Supplies Total | 184 | 0 | 18 |
| Contractual | 104 | | 10 |
| Cooperative Parenting Program Educators; Counseling | 25,000 | | 25,00 |
| Services | 0 | | 23,00 |
| | 0 | | |
| Contractual Total | 25,000 | 0 | 25,00 |
| Other | | | |
| FCC dues | 140 | | 140 |
| | | | |
| | | | |
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| | | | |
| | | | |
| | | | |
| | | | |
| | | | the second s |
| Other Total | 140 | 0 | 140 |
| ndirect | | | |
| Other Total Andirect A Indirect Total | 140 0 0 | 0 | 140 0 0 |

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal 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.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

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.

Signature

Title

Organization

GRANT SUMMARY SHEET

| Check One: | Re-Application Approval: | Permission to Continue: | | |
|---------------------|------------------------------------|---|--|--|
| | Contract Approval: | Status Report: | | |
| Department/Division | Civil Courts | | | |
| Contact Person: | Darlene Byrne/Peg Liedtke | | | |
| Title: | Judge, 126th Judicial District Cou | Judge, 126th Judicial District Court/Director, Civil Courts | | |
| Phone Number: | (512) 854-9313 or (512) 54-9364 | | | |

| Grant Title: | Drug Court (Sta | te) Program | | |
|---------------|------------------|----------------------|----------------|---------|
| Grant Period: | From: | 09/01/07 | To: | 8/31/08 |
| Grantor: | Office of the Go | vernor's Criminal Ju | stice Division | |

| Check One: | New: | Continuation: Amendment: |
|------------------|-----------------|--------------------------|
| Check One: | One-Time Award: | Ongoing Award: 🛛 |
| Type of Payment: | Advance: | Reimbursement: |

| Grant Categories/ Funding Source | Federal Funds | State Funds | Local Funds | County Match | In-Kind | TOTAL |
|-------------------------------------|------------------|----------------|----------------|-----------------|---------|-----------|
| Personnel: | 32,065.25 | | | | | 32,065.25 |
| Operating: | 48,454.50 | | | Contraction and | | 48,454.50 |
| Capital Equipment: | 3,900.00 | | | | | 3,900.00 |
| Indirect Costs: | | | | | | |
| Total: | 84,419.75 | 0 | 0 | | 0 | 84,419.75 |
| FTEs: | 1 | | | | | 1 |

| Performance Measures | Projected FY 07 | Progress To Date: | | | | Projected FY 08 |
|--|--------------------|-------------------|---------|---------|---------|--------------------|
| Applicable Depart. Measures | Measure | 12/31/07 | 3/31/08 | 6/31/08 | 9/30/08 | Measure |
| Number of eligible individuals participating in the family drug court program. | N/A | N/A | N/A | N/A | N/A | 20 families |
| Number and percentage of participants successfully graduating from the family drug court program. | N/A | N/A | N/A | N/A | N/A | 17/85% |
| Measures For Grant | | | | | | |
| Number of eligible individuals participating in the family drug court program. | N/A | N/A | N/A | N/A | N/A | 20 families |

COOCUME - IV.sedilP.LOCALS - MempXPgrpmacFamily Drug Court GRANT SCMMARY SHEET (Contract Approval, Grant #2087301).doc

| Number and percentage of participants successfully graduating from the family drug court program. | N/A | N/A | N/A | N/A | N/A | 17/85% |
|--|-----|-----|-----|-----|-----|--------|
| Percentage of participants who reenter the child protection system (CPS) while participating in the family drug court program (e.g. new referral to CPS). | N/A | N/A | N/A | N/A | N/A | 15% |
| Percentage of participants who have a new substantiated child protection case following participation in the family drug court program. | N/A | N/A | N/A | N/A | N/A | 15% |

| Auditor's Office Contract Approval: | Staff Initials: |
|-------------------------------------|-----------------|
| Auditor's Office Comments: | |
| | |

PBO Recommendation:

PBO concues

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 Civil Courts are requesting ratification of the reapplication of the funding from the Governor's Office Criminal Justice Division Drug Court (State) Program Grant. Resources secured will allow the Civil Courts to create and implement a Family Drug Treatment Court (FDTC) program for child welfare involved substance abusing parents. Specifically, financial resources secured through this grant will fund the hiring one FTE and needed contractual services.

The implementation of the Travis County Family Drug Treatment Court (FDTC) is vital to families in our community. There is a great need for child abuse and neglect prevention programs that target substance abusing parents. With this interest, the Travis County Civil Courts plan to develop and implement a Family Drug Treatment Court. The purpose of the court is to protect the safety and welfare of children through a court-based system that gives parents the tools they need to become sober, responsible caregivers. Through intensive services, monitoring, and case work, the FDTC will ensure that all children remaining with custodians in drug court will experience safe and nurturing permanent homes.

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

The Civil Courts intend to request subsequent year continuation funding for this program through proposals submitted to the Federal and State government, as well as private foundations.

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

There is no match requirement associated with 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 have not been calculated.

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.

Assuming program effectiveness, the Family Drug Treatment Court program and associated improvements in service delivery will not discontinue upon discontinuance of grant funding. The Civil Courts will leverage existing funds, staff, and County resources to sustain this project. The Civil Courts intend to request subsequent year continuation funding for this project through

proposals submitted to the Federal and State government. Subsequent, the County will have the opportunity to consider investment in the staff positions and the program as well as areas of the Civil Courts.

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

The proposed program will not establish a separate court, but rather a mini court within the main court process. The Civil Courts will incorporate it into the process currently established and one of the judges who currently hears these cases will preside over this court. The proposed programming will provide treatment planning, substance abuse screening, improved case management, etc.

The FDTC is a model that effectively and efficiently processes abuse and neglect cases for both parents and children. It provides parents with the necessary skills to become effective parents, while providing for a safe and stable home environment and, ultimately, provide these children with a better opportunity of becoming productive members of society.

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 implementation of the Travis County Family Drug Treatment Court (FDTC) is vital to families in our community. There is a great need for child abuse and neglect prevention programs that target substance abusing parents. In response, the Travis County Civil Courts plan to develop and implement a Family Drug Treatment Court. The purpose of the court is to protect the safety and welfare of children through a court-based system that gives parents the tools they need to become sober, responsible caregivers. The impact will be recognized in improved service delivery, a decrease in parental substance abuse, and an increase in rate of family reunification, family organization, and cohesion.

To successfully evaluate the performance of the Travis County Family Drug Treatment Court Program, the court will document the implementation and development of the program using a comprehensive process and outcome evaluation design. The design will be used to assess the effectiveness of the program. It is proposed that the Court Coordinator (*grant funded*) will oversee the plan for collection, management, analysis, interpretation, and reporting as required. Resources to support a full scale evaluation of court will later be researched and pursued.

| Last Updated 08- | ysf million |
|---|---|
| Office of the Distr Travis County Cou P.O. Box 174 Austin, Texas 7 | rthouse 18 |
| TO: | Jessica Rio, Assistant Budget Manager Planning and Budget Office |
| FROM: | Darlene Byrne Judge, 126th Judicial District Count |
| SUBJECT: | Funding for Travis County's proposed Family Drug Treatment Court Criminal Justice Division's Drug Court Program Grant Application #2087301 |

DATE: July 31, 2008

At the request of the Governor's Office Criminal Justice Division Drug Court Program, the funding source for the Civil Courts' Family Drug Treatment Court has been changed. Please consider this request for contract approval of the grant funding awarded in the amount of \$84,419.75 for the time period September 1, 2007, through August 31, 2008, to continue the work of the Family Drug Treatment Court (FDTC) for child welfare involving substance abusing parents.

The continued funding of the Travis County Family Drug Treatment Court (FDTC) is vital to families in our community since there is a great need for child abuse and neglect prevention programs that target substance abusing parents.

Please review this item and place it on the Commissioner's Court agenda on **Tuesday**, August **12**, 2008, 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.

 cc: Judge John K. Dietz, Local Administrative Judge Judge Jeanne Meurer, 98th Judicial District Court Peg Liedtke, Civil Courts Director Amanda Ellis, Civil Courts Financial Analyst

Peg Liedtke - Re: Grant Contract Approval Request - Grant #2087301

| KEU LI V | |
|--|--|
| From: Ellen Heath 08 JUL 31 PM 4: 13 | |
| To: Jessica Rio; Peg Liedtke | |
| To: Jessica Rio; Peg Liedtke Date: 7/31/2008 12:41 PM TRAVIS COUNTY Subject: Re: Grant Contract Approval Request - Grant #2087301 PLANNING & BUDGET OFFICE | |
| Subject: Re: Grant Contract Approval Request - Grant #2087301 | |
| CC: Darlene Byrne; DeDe Bell; Jim Connolly; Michelle Gable; Nisha Sharma | |

This Contract has been reviewed by the auditor's office and is ok to go on the agenda.

Ellen Heath Financial Analyst Travis County Auditor's Office 512 854 8821

>>> Peg Liedtke 7/31/2008 10:29 AM >>> Jessica:

Attached please find electronic copies of the following documents:

1) Signed memo, dated July 31, 2008, from Judge Darlene Byrne requesting that grant contract #2087301 be placed on the agenda for Commissioners' Court approval on Tuesday, August 12, 2008;

2) Grant Summary Sheet for Contract Approval;

3) Grant award letter dated July 29, 2008, notifying Judge Biscoe of the grant award with the Statement of Grant Award in the amount of \$84,419.75 and a memorandum dated July 29, 2008, about Grantee Responsibilities from the Director of Programs and Grant Administration.

As outlined on page 26 of the "Guide to Living with the FY 2008 Travis County Budget", I will forward this to the County Auditor's Office for their authorization. Since DeDe Bell is out of the office until Monday, August 4th, by copy of this e-mail, I am forwarding it to Ellen Heath, Nisha Sharma and Michelle Gable instead. Additionally, by copy of this e-mail, I am forwarding these documents to Jim Connolly with the County Attorney's Office for review.

Please let me know if there are any further documents (electronic or hard copy) required from me or the grantor to ensure this *Grant Contract Approval Request* is considered on August 12th by the Court. (I will have hard copies of these documents forwarded to you today, too.) As always, thanks for all your assistance, Jessica.

Regards,

Peg Liedtke Civil Courts Director Travis County, Texas 854-9364



State of Texas Office of the Governor Criminal Justice Division

Rick Perry Governor

July 29, 2008

The Honorable Samuel Biscoe County Judge Travis County 1000 Gaudalupe St. Austin, Texas 78701

Dear Judge Biscoe:

Congratulations on your award! To activate your agency's grant, the Authorized Official must log on to eGrants at <u>https://cjdonline.governor.state.tx.us</u> 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 an 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,

Hen CAL

Ken C. Nicolas Executive Director

Post Office Box 12428 Austin, Texas 78711 (512) 463-1919 (Voice) / (512) 475-2440 (FAX)/ Dial 7-1-1 For Relay Services

OFFICE OF THE GOVERNOR CRIMINAL JUSTICE DIVISION STATEMENT OF GRANT AWARD

Grant Number: Program Fund: Grantee Name: Project Title: Grant Period: Liquidation Date: Date Awarded: CJD Grant Manager: DJ-05-A10-20873-01 DJ-16.738 Edward Byrne Memorial Justice Assistance Grant Program Travis County Family Drug Treatment Court 09/01/2007 - 08/31/2008 11/29/2008 07/29/2008 Lori Melcher

| CJD Award Amount: | \$84,419.75 |
|------------------------|-------------|
| Grantee Cash Match: | \$0.00 |
| Grantee In Kind Match: | \$0.00 |
| Total Project Cost: | \$84,419.75 |

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 This Travis County, Family Drug Treatment Court project was originally awarded from the state Drug Court fund source which includes court costs paid by individuals convicted of a Class B misdemeanor or higher under Chapter 49 of the Penal Code or Chapter 481 of the Health and Safety Code. As of June 30, 2008, the court costs reported to the State Comptroller cannot support the full award amount of this project; therefore, CJD has reduced the original grant to \$15,580.25 which is the amount paid to the agency as of 06/30/08. The balance of the original award, which is \$84,419.75, will be supported with federal Justice Assistance Grant (JAG) funds. The grant period for JAG grant 2087301 will be 09/01/07 to 08/31/08 to support any expenditures that were incurred during the 12 month drug court project period.



State of Texas Office of the Governor Criminal Justice Division

Rick Perry Governor

Memorandum

To:CJD Grant RecipientsFrom:Angie Martin, Director of Programs and Grant AdministrationContact:(512) 463-1919Re:Grantee ResponsibilitiesDate Awarded:July 29, 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 <u>https://:cjdonline.governor.state.tx.us</u>:

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 <u>http://www.whitehouse.gov/omb/circulars/index.html</u> and the State Single Audit Circular issued under the Uniform Grant Management Standards (UGMS) at <u>http://www.governor.state.tx.us/divisions/stategrants/guidelines</u>. Grantees should submit to CJD copies of the results of any single audit conducted in accordance with OMB Circular No. A-133 at <u>http://www.whitehouse.gov/omb/circulars/index.html</u> 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 <u>http://www.lep.gov</u>.

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.

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COUNTY JUDGE'S OFFICE

08 AUG -6 AM 9:07

Please consider the following item for:

Voting Session:

August 12, 2008

I. A. Request made by:

Rodney Rhoades, Executive Manager, Planning & Budget (ext. 9106)

Discuss and take appropriate action on the Clarification Order to increase the hourly rate charged by the Travis County Sheriff and Constables for use of County owned vehicles while performing off duty work.

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: County Judge and Commissioners
- FROM: Rodney Rhoades, Executive Manager
- DATE: August 12, 2008
- SUBJECT: Clarification Order

A. Item Description:

Discussion and any action related to the recommendation of the Efficiency Committee regarding an increase in the hourly rate charged by the Travis County Sheriff and Constables for use of County owned vehicles while performing off duty work.

B. Options:

- 1. Do nothing. This option will leave the current rate charged by the Sheriff and Constables at \$15 per hour.
- 2. Adopt the recommendations set forth by the Efficiency Committee to increase the hourly rate charged to \$20 per hour.
- C. Departmental goal:

To provide the Commissioners Court and the citizens of Travis County with quality services in the most efficient manner possible.

D Background on item:

The Efficiency Committee came to the Commissioners Court in late July to propose recommendations for implementing fuel related reductions or operational changes that would reduce or offset the cost of fuel for the County's fleet. One option that was given was:

1. Increase the per hour rate of off duty deputies vehicle usage charge from \$15 to \$20. This increase will be assessed through the Sheriff and Constable Offices and provided as a "donation" from the Sheriff to the County.

However, no formal action was taken to increase the fee. Therefore we are requesting an adoption of the increased charge from \$15 to \$20 per hour effective immediately. This will allow the Auditor to certify additional revenue in the next estimate.

F. Financial information:

The Auditor will calculate the additional revenue and certify that amount in the next revenue estimate. Currently, there is \$208,000 included in the amended third revenue estimate. It is anticipated that an increase will generate an additional \$70,000 in FY 09.

G. Recommendation:

Option #2 is recommended.

Travis County Commissioners Court Agenda Request

Voting Session <u>August 12, 2008</u> Work Session (Date) (Date)

I. Request:

Request made by: <u>Alicia Perez, Executive Manager</u> <u>Phone # 854-9343</u> 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 \$412,792.13, for the period of July 25, 2008 to July 31, 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)
 90 - H W S- 9NV 80
 JOLJED S. 390NC ALNOOD

TRAVIS COUNTY

HOSPITAL AND INSURANCE FUND

SUPPORTING DETAIL FOR THE

WEEKLY REIMBURSEMENT REQUEST TO

COMMISSIONERS COURT

FOR THE PAYMENT PERIOD

JULY 25, 2008 TO JULY 31, 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.

6

2

TRAVIS COUNTY RECOMMENDATION FOR TRANSFER OF FUNDS

| DATE: | August 12, 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: | July 25, 2008 to August 1, 2008 |
| REIMBURSEMENT REQUESTED FOR THIS PERIOD: | \$412,792.13 |
| 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 \$412,792.13. |

Please see the attached reports for supporting detail information.

Last Updated 08-08-08 at 2:30 pmTRAVIS COUNTY **RECOMMENDATION FOR TRANSFER OF FUNDS**

DATE: TO: FROM: COUNTY DEPT.

August 12, 2008 Susan Spataro, County Auditor Dan Mansour, Risk Manager 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: | July 25, 2008 |
| TO: | July 31, 2008 |

REIMBURSEMENT REQUESTED:

412,792.13 Ŝ

÷.

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

| NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*: | \$ 1,057,561.27 |
|---|--------------------|
| LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY | |
| COMMISSIONERS COURT: August 5, 2008 | \$ (644,769.31) |
| | \$ - |
| Adjust to balance per UHC | \$ 0.17 |
| TOTAL REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**: | \$ 412,792.13 |
| PAYMENTS DEEMED NOT REIMBURSABLE | \$ - |
| TRANSFER OF FUNDS REQUESTED: | \$ 412,792.13 |

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

All claims over \$25,000 (0 this week totaling \$0.00) 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 (\$66,416.30) 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 venified that UHC has complied with the contract. This week credits for stop loss and other reimbursements totaled \$9,390.02.

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.

8-5-08 Date Linda Moore Smith, Director

I Pom Illa

Dan Mansour, Risk Manager

SP- 2, 2 8 Date

Purinton/ Benefit Contract Administrator

8/11 Re Voryan 10 g Norman McRee, Financial Analyst

** 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.

Fri Aug 1 07:05 2008 CDT REF:10095845 FR:United Health Group Last Updated 08-08-08 at 2:30 pm

TO:NOMMAN MCREE

ł

| TO: NORMAN MCREE FAX NUMBER: (512) 854–3 PHONE: (512) 854–3828 | 3128 | | UNITEDHEALTH GROUP AB5 |
|--|---------------------------------|-------------------------|---|
| NOTIFICATION OF AMOUNT (| OF REQUEST FOR: T | RAVIS COUNTY | |
| DATE: 2008-08-01 | | REQUEST AMOU | NT: \$1,057,561.27 |
| CUSTOMER ID: 0000070129 CONTRACT NUMBER: 007012 BANK ACCOUNT NUMBER: 047 FUNDING FREQUENCY: FRIDAY | 254 00709445 75012038 | ADVIC | UMBER: 02:000021 E FREQJENC': DAILY CH BASIS: BALANCE |
| CALCULATION OF REQUEST A + ENDING BANK ACCOUNT BA - REQUIRED BALANCE TO BE + PRIOR DAY REQUEST: | LANCE FROM: 2008 | -07-31 | \$:30,383.75 \$1,538,718.00 \$00.00 |
| - UNDER DEPOSIT: | | | \$1,008,334.25 |
| + CURRENT DAY NET CHARGE + FUNDING ADJUSTMENTS: | 5: | | \$49,227.02 \$00.00 |
| | REQUEST A | MOUNT: | \$1,057,561.27 |
| ACTIVITY FOR WORK DAY: | 2008-07-25 | | |
| CUST PLAN 0632 | CLAIM 522,229.81 | NON CLAIM \$00.00 | NET CHARGE 22,229.81 |
| TOTAL: | 22,229.81 | \$00.00 | \$22,229.81 |
| ACTIVITY FOR WORK DAY: | 2008-07-28 | | |
| | CLAIM 35,395.93 2: 1 of 2 | NON CLAIM \$00.00 | CHARGE |

| 31 | ! |
|----------------|---|
| 07 | ! |
| 2008 | |
| SUBMITTED | |
| COUNTY | |
| TRAVIS | |
| FOR | |
| CHECK REGISTER | |
| CHECK | |
| HEALTHCARE | |
| UNITED | |

| WK END DT 704 0008 | 7/31/2008 | 7/31/2008 | 7/31/2008 | 7/31/2008 | 7/31/2008 | 7/31/2008 | 7/31/2008 | 7/31/2008 | 7/31/2008 | 7/31/2008 | 7/31/2008 | 7/31/2008 | 7/31/2008 | 7/31/2008 | 7/31/2008 | 7/31/2008 | 7/31/2008 | 7/31/2008 |
|-------------------------------|------------|------------|------------|-------------|-------------|-------------|-------------|------------|-------------|-------------|-------------|------------|-------------|------------|-------------|-------------|-------------|-------------|
| TRANS DT | 7/30/2008 | 7/29/2008 | 7/29/2008 | 7/31/2008 | 8/1/2008 | 7/30/2008 | 7/30/2008 | 7/29/2008 | 7/28/2008 | 7/28/2008 | 7/29/2008 | 7/29/2008 | 7/30/2008 | 8/1/2008 | 7/30/2008 | 7/30/2008 | 7/30/2008 | 7/28/2008 |
| TRANS_TYP_CD | 100 | 50 | 50 | 50 | 50 | 50 | 50 | 600 | 600 | 600 | 50 | 50 | 50 | 50 | 50 | 50 | 600 | 600 |
| ISS DT 7/25/2018 | 7/28/2008 | 7/23/2008 | 7/23/2008 | 7/25/2008 | 11/5/2007 | 7/24/2008 | 7/24/2008 | 7/23/2008 | 7/22/2008 | 7/22/2008 | 6/21/2008 | 7/23/2008 | 7/24/2008 | 7/26/2008 | 7/24/2008 | 2/5/2008 | 7/24/2008 | 7/22/2008 |
| CLM_ACCT_NBR | ο ιο | e | n | 16 | | ~ - | Ø | 0 | 0 | 0 | σ | ςΩ | ~ | თ | ~ | - | 0 | 0 |
| CHK NBR GRP_ID 84810243 AH | | 84856571 A | 84856572 A | 37586001 AI | 56425911 AE | 15544731 AE | 45660852 AE | SSN0000CAL | SSN0000C AL | SSN0000C AL | 84856575 AH | 84856573 A | 29860871 AA | 5414578 AE | 84721353 AF | 80232671 AH | SSN0000C AL | SSN0000C AL |
| TRANS AMT SRS DESG NBR | 0.01 03 | -2.11 UT | -3.47 UT | -27.42 Q2 | -34.4 00 | -45.39 Q0 | -58.79 UT | NN 06- | | -372.49 NN | -413.66 UT | -515 UT | -567 UU | -742.5 UU | -837 US | -1132.1 UT | -1664.2 NN | -2716.01 NN |
| | 632 632 | 632 | 632 | 632 | 5972 | 5972 | 632 | 632 | 632 | 632 | 632 | 632 | 632 | 632 | 632 | 632 | 632 | 632 |
| CONTR NBR | 701254 | 701254 | 701254 | 701254 | 709445 | 709445 | 701254 | 701254 | 701254 | 701254 | 701254 | 701254 | 701254 | 701254 | 701254 | 701254 | 701254 | 701254 |

412,792.13

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UHC Payments Deemed Not Reimbursable

For the payment week ending: 07/31/2008

TRANS CODE TRANS_DATE CLAIM GRP ACCT# ISS_DATE CONTR_# TRANS_AMT_SRS_CHK_#

Total:

\$0.00

54

Travis County - Hospital and Self Insurance Fund (526) Journal Entry for the Reimbursement to United Health Care

| TYPE | | MEMBER TYPE | TRANS_AMT | |
|-----------|-----|--------------------|------------|-----------------|
| CEPO | | | | |
| | EE | | | |
| | | 526-1145-522.45-28 | 38,888.35 | |
| | RR | | | |
| | | 526-1145-522.45-29 | 3,805.67 | |
| Total CEI | PO | | | \$42,694.02 |
| EPO | | | | • • • • • • • |
| | EE | | | |
| | | 526-1145-522.45-20 | 132,231.05 | |
| | RR | | | |
| | | 526-1145-522.45-21 | 15,660.27 | |
| Total EPC |) | | | \$147,891.32 |
| PPO | | | | · • • • • • • • |
| | EE | | | |
| | | 526-1145-522.45-25 | 194,500.27 | |
| | RR | | | |
| | | 526-1145-522.45-26 | 27,706.52 | |
| Total PPC |) | | | \$222,206.79 |
| Grand To | tal | | | \$412,792.13 |

For the payment week ending: 7/31/2008

Friday, August 01, 2008

Page 1 of 1

Travis County Commissioners Court Agenda Request

Voting Session

8/12/08 (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:

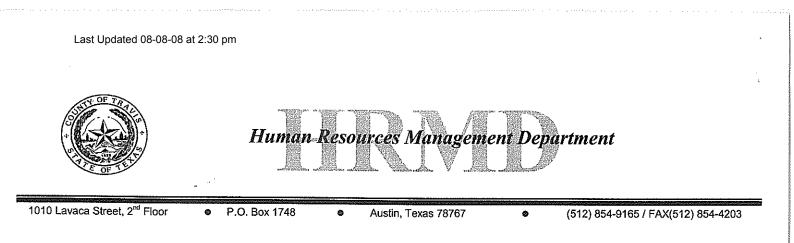
Planning and Budget Office (854-9106)

_____Human Resources Management Department (854-9165)

_____Purchasing Office (854-9700)

____County Attorney's Office (854-9415)

____County Auditor's Office (854-9125)



August 12, 2008

ITEM #:

DATE: August 1, 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 – 6.

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)

WEEKLY PERSONNEL AMENDMENTS --- ROUTINE

| NEW HIRES | | | | an a |
|-------------------|--------|---|--------------------------------|--|
| Dept. | Slot | Position Title | Dept. Requests Level/Salary | HRMD Recommends Level/Salary |
| Constable 3 | 10 | Deputy Constable** | 61 / Step 5 / \$44,275.30 | 61 / Step 5 / \$44,275.30 |
| Constable 5 | 21 | Deputy Constable** | 61 / Step 1 / \$40,950.21 | 61 / Step 1 / \$40,950.21 |
| County Atty | 53 | Law Clerk I (Part-time) | 14 / Minimum / \$15,778.26 | 14 / Minimum / \$15,778.26 |
| County Atty | 84 | Law Clerk I (Part-time) | 14 / Minimum / \$15,778.26 | 14 / Minimum / \$15,778.26 |
| County Atty | 200 | Law Clerk I (Part-time) | 14 / Minimum / \$15,778.26 | 14 / Minimum / \$15,778.26 |
| District Clerk | 132 | Court Clerk I | 13 / Level 4 / \$33,051.20 | 13 / Level 4 / \$33,051.20 |
| Fac Mgmt | 140 | Custodian* | 5 / \$24,960.00 | 5 / \$24,960.00 |
| Probate Court | 9 | Assoc Judge / Magistrate / Ref* (Part-time) | 97 / \$54,075.00 | 97 / \$54,075.00 |
| Sheriff | 1156 | RN Charge Nurse | 21 / Midpoint / \$63,334.75 | 21 / Midpoint / \$63,334.75 |
| Sheriff | 1414 | Cadet** | 80 / Step 1 / \$33,750.91 | 80 / Step 1 / \$33,750.91 |
| Sheriff | 1626 | Security Coord | 12 / Midpoint / \$33,777.95 | 12 / Midpoint / \$33,777.95 |
| TNR | 255 | Road Maint Worker | 8 / \$25,168.00 | 8 / \$25,168.00 |
| * Temporary t | o Regu | lar | ** Actual vs Authorized | |

| Dept. | Slot | Position Title | Dept. Requests Grade/Salary | HRMD Recommends Grade/Salary | **Temporary Status Type Code |
|-----------------------------|-------|---------------------------------|-----------------------------------|------------------------------------|------------------------------------|
| HRMD | 20029 | Office Asst | 8 / \$10.10 | 8 / \$10.10 | 02 |
| JP Pct 3 | 20004 | Office Asst | 8 / \$10.10 | 8 / \$10.10 | 02 |
| Juvenile Court | 50171 | Juvenile Detention Ofcr Asst | 10 / \$11.58 | 10 / \$11.58 | 05 |
| Juvenile Public Defender | 20028 | Law Clerk I | 14/\$15.17 | 14 / \$15.17 | 02 |

| | Y PROMOTIONS / SALA IENTS / TEMPORARY A | | | NSFERS / VOLUNTARY |
|-----------------|---|----------------|---|---------------------|
| Dept. (From) | Slot – Position Title – Salary | Dept. (To) | Slot – Position Title –Salary | Comments |
| Constable 2 | Slot 50002 / Court Clerk I / Grd 13 / \$14.18 | Constable 2 | Slot 50002 / Court Clerk I / Grd 13 / \$15.18 | Hourly rate change. |

| CAREER | CAREER LADDERS – POPS | | | | | | | |
|------------|-----------------------|---|---|-----------------------------|---|--|--|--|
| Dept. | Slot | Current Position Title/Grade | New Position Title/Grade | Current Annual Salary | Proposed Annual Salary | Comments Current HRMD Practice | | |
| Sheriff | 126 | Deputy Sheriff Law Enforcement* / Grd 72 | Deputy Sheriff Sr Law Enfrcmt / Grd 74 | \$47,322.91 | \$51,307.98 | Career Ladder. Peace Officer Pay Scale (POPS). | | |
| Sheriff | 380 | Corrections Officer* / Grd 81 | Corrections Officer Sr* / Grd 83 | \$38,737.92 | \$42,107.10 | Career Ladder. Peace Officer Pay Scale (POPS). | | |
| Sheriff | 525 | Corrections Officer* / Grd 81 | Corrections Officer Sr / Grd 83 | \$38,737.92 | \$42,107.10 | Career Ladder. Peace Officer Pay Scale (POPS). | | |
| Sheriff | 1187 | Cadet* / Grd 80 | Corrections Officer* / Grd 81 | \$33,750.91 | \$38,737.92 | Career Ladder. Peace Officer Pay Scale (POPS). | | |
| Sheriff | 1203 | Cadet* / Grd 80 | Corrections Officer* / Grd 81 | \$33,750.91 | \$38,737.92 | Career Ladder. Peace Officer Pay Scale (POPS). | | |
| Sheriff | 1380 | Cadet* / Grd 80 | Corrections Officer* / Grd 81 | \$33,750.91 | \$38,737.92 | Career Ladder. Peace Officer Pay Scale (POPS). | | |
| Sheriff | 1447 | Deputy Sheriff Law Enforcement* / Grd 72 | Deputy Sheriff Sr Law Enfrcmt / Grd 74 | \$54,358.93 | \$61,081.07 | Career Ladder. Peace Officer Pay Scale (POPS). | | |
| * Actual v | s Auth | orized | | | ar ne telefor szíkászt közete Az a szákéseseteket szíkás | | | |

| Dept. | Slot | Current | New | Current | Proposed | Comments |
|-------------------|------|--|---|------------------|------------------|--|
| | | Position Title/Grade | Position Title/Grade | Annual Salary | Annual Salary | Current HRMD Practice |
| Juvenile Court | 358 | Juvenile Detention Ofcr I* / Grd 11 | Juvenile Detention Ofcr II* / Grd 12 | \$29,920.40 | \$31,416.42 | Career Ladder. Pay is between min and midpoint of pay grade. |

| Dept. (From) | Slot – Position Title – Grade – Salary | Dept. (To) | Slot – Position Title – Grade – Salary | Comments |
|-------------------|---|-------------------|---|--|
| County Atty | Slot 35 / Attorney III / Grd 24 / \$63,939.20 | District Atty | Slot 264 / Attorney III* / Grd 24 / \$63,939.20 | Lateral transfer. Employee transferred to different slot, same position, different department, same pay grade, retains current pay. |
| Juvenile Court | Slot 186 / Juvenile Probation Ofcr III / Grd 15 / \$49,005.29 | Juvenile Court | Slot 390 / Juvenile Probation Ofcr III / Grd 15 / \$49,005.29 | Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay |
| Sheriff | Slot 78 / Licensed Voc Nurse / Grd 15 / \$49,403.75 | Sheriff | Slot 100 / Licensed Voc Nurse / Grd 15 / \$49,403.75 | Lateral transfer. Employed transferred to different slot, same position, same department, same pay grade, retains current pay |
| Sheriff | Slot 100 / Licensed Voc Nurse / Grd 15 / \$49,403.75 | Sheriff | Slot 78 / Licensed Voc Nurse / Grd 15 / \$49,403.75 | Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay. |

| | | NSFERS / VOLUNTARY |
|--|---------------------|--------------------|
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| | TS / TEMPORARY ASSI | |
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| Dept. (Erom) | Slot – Position Title | Dept. | Slot – Position Title | Comments |
|--------------------------|---|--|--|---|
| <u>(From)</u> Sheriff | - Grade - Salary Slot 366 / Security | (To) Sheriff | - Grade - Salary Slot 1647 / Security | Lateral transfer. Employee |
| onenn | Coord* / Grd 12 / | Snerm | Coord / Grd 12 / | transferred to different |
| | \$28,392.00 | | \$28,392.00 | slot, same position, same |
| | | | +======= | department, same pay |
| | | | | grade, retains current pay. |
| Sheriff | Slot 431 / Cert Peace | Sheriff | Slot 645 / Cert Peace | POPS lateral transfer. |
| | Officer Sr / Grd 84 / | | Officer Sr / Grd 84 / | Employee transferred to |
| | \$61,933.04 | | \$61,933.04 | different slot, same |
| | | | | position, same |
| | | | | department, same pay |
| | | | | grade, retains current pay |
| Sheriff | Slot 448 / Cert Peace | Sheriff | Slot 1313 / Cert Peace | POPS lateral transfer. |
| | Officer Sr / Grd 84 / | | Officer Sr / Grd 84 / | Employee transferred to |
| | \$50,718.10 | | \$50,718.10 | different slot, same |
| | | | | position, same |
| | | | | department, same pay grade, retains current pay. |
| Sheriff | Slot 1090 / Victim | Sheriff | Slot 1090 / Victim | Promotion. Pay is |
| | Counselor* / Grd 15 / | | Counselor Sr / Grd 16 / | between min and midpoint |
| | \$36,534.49 | | \$38,361.21 | of pay grade. |
| Sheriff | Slot 1631 / Security | Sheriff | Slot 1021 / Security | Lateral transfer. Employee |
| | Coord / Grd 12 / | | Coord / Grd 12 / | transferred to different |
| | \$38,028.79 | | \$38,028.79 | slot, same position, same |
| | | | | department, same pay |
| 01 :66 | | | | grade, retains current pay. |
| Sheriff | Slot 1647 / Security | Sheriff | Slot 1533 / Security | Lateral transfer. Employee |
| | Coord / Grd 12 / \$32,688.01 | | Coord / Grd 12 / | transferred to different |
| | φ 32,000.0 1 | | \$32,688.01 | slot, same position, same |
| | | | | department, same pay |
| Тах | Slot 130 / Tax | Тах | Slot 75 / Tax Specialist | grade, retains current pay. Lateral transfer. Employee |
| Collector | Specialist I / Grd 12 / | Collector | I* / Grd 12 / | transferred to different |
| | \$29,036.70 | | \$29,036.70 | slot, same position, same |
| | | : | | department, same pay |
| | | | | grade, retains current pay. |
| TNR | Slot 325 / Floodplain | TNR | Slot 504 / On-Site | Promotion. Pay is at |
| | Mgr / Grd 20 / | | Sewage Fac Program | midpoint of pay grade. |
| | \$60,846.58 | | Mgr / Grd 22 / | |
| | | 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1 | \$67,779.09 | |
| Actual vs | Authorized | | | |

| | | N FROM TEMPORARY EMPLO ROUGH SEPTEMBER 30, 2008 | and stand to the stand of the stand of the stand |
|-------|-------|--|--|
| Dept. | Slot | Actual Position Title | EE Status Code |
| HRMD | 50028 | Registered Nurse II | 05 |

BY ORDER OF THE COMMISSIONERS COURT, THE PRECEDING PERSONNEL AMENDMENTS ARE APPROVED.

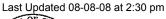
Samuel T. Biscoe, County Judge

Ron Davis, Commissioner, Pct. 1

Sarah Eckhardt, Commissioner, Pct. 2

Gerald Daugherty, Commissioner, Pct. 3

Margaret Gomez, Commissioner, Pct. 4





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:

Voting Session: Tuesday, August 12, 2008

REQUESTED ACTION: APPROVE CONTRACT AWARD FOR UNIFORM RENTAL AND RELATED SERVICES, IFB #B080242-LD, TO THE LOW, RESPONSIVE BIDDER, ARAMARK UNIFORM SERVICES. (TNR, COUNTYWIDE)

Points of Contact:

Purchasing: Loren Breland, 854-4854
Department: TNR, Joe Gieselman, Executive Manager, Christina Jensen, 854-9383
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.

This contract will provide uniform rental and related services for TNR and other County departments.

On June 16, 2008, IFB #B080242-LD was issued to 9 vendors. Three bids were received on July 7, 2008. TNR has reviewed the bids and recommends award to the low, responsive bidder, Aramark Uniform Services. Unifirst qualified their bid with the inclusion of their document titled "Addendum to Travis County IFB/RFP." This document included additional charges and fees not included in their bid. Because of this they did not submit a firm fixed price as required and are non-responsive. G&K Services submitted a "no bid" response.

Contract Expenditures: Within the last 12 months \$82,034.19 has been spent against this requirement.

☐ Not applicable

Contract-Related Information:

| Award Amount: | Estimated Quantity, as needed basis. |
|------------------|---|
| Contract Type: | Annual Contract |
| Contract Period: | September 1, 2008 through August 31, 2009 |

Contract Modification Information:

Modification Amount: \$0.00 Modification Type: N/A Modification Period:

Solicitation-Related Information:

| Solicitations Sent: | <u>9</u> | Responses Received: | <u>3</u> |
|---------------------|----------|----------------------|----------|
| HUB Information: | | % 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): 099-4941-621-6028

Comments: Using departments have individual budgets for these services and enter requisitions on an as needed basis. Account listed is for TNR, the main user.

Statutory Verification of Funding:

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

≻ APPROVED ()

DISAPPROVED ()

BY COMMISSIONERS COURT ON:

DATE

COUNTY JUDGE

. U1/30/2000 II.21 FAA 312 334 4081



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

July 28, 2008

MEMORANDUM

TO:Cyd Grimes, County Purchasing AgentCame B.County FreeFROM:Joseph P. Gieselman, Executive Manager

SUBJECT: Award of Bid, IFB #B080242LD - Uniform Rental and Related Services

TNR has reviewed the above referenced bids and recommends award of all items to the lowest responsive bidder, Aramark Uniform Services.

The commodity/sub-commodity codes for this contract are 983/060 and 983/086. The primary line item will be 099-4941-621-6028.

If you need additional information, please contact Christina Jensen at 854-7670.

J:JPG:cj Contract File

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Bid #B080242-LD - UNIFORM RENTAL AND RELATED SERVICES

 Creation Date
 Jun 10, 2008

 Start Date
 Jun 16, 2008 3:01:59 PM CDT

End DateJul 7, 2008 3:00:00 PM CDTAwarded DateNot Yet Awarded

| B080242-LD-1-01 Work Shi | rts, Poly/Cotton | | | | | |
|---------------------------------------|----------------------|--|------------------|--------|------|--|
| Vendor | Unit Price | Qty/Unit | Total Price | Attch. | Docs | |
| UniFirst Corp | First Offer - \$0.22 | 315 / each | \$69.30 | | Y | |
| Agency Product Code: Agency Notes: | | Supplier Product Code: Vendor Notes: Bidding on: MFR/Style #: Replacement Cost: | | | | |
| Aramark Uniform Services | First Offer - \$0.25 | 315 / each | \$78.75 | | Y | |
| Agency Product Code: Agency Notes: | | Supplier Produc Vendor Notes: Bidding on: MFR Replacement Co | /Style #: Weargu | ard | | |

| B080242-LD-1-02 Work Shirts, | Reflective | | | | |
|---------------------------------------|----------------------|--|-------------|--------|------|
| Vendor | Unit Price | Qty/Unit | Total Price | Attch. | Docs |
| Aramark Uniform Services | First Offer - \$0.39 | 315 / each | \$122.85 | | Y |
| Agency Product Code: Agency Notes: | | Supplier Product Code: GS0896 Vendor Notes: Bidding on: MFR/Style #: Aramark High Visibility Shirt Replacement Cost: 12.60 | | | |
| UniFirst Corp | First Offer - \$0.82 | 315 / each | \$258.30 | | Y |
| Agency Product Code: Agency Notes: | | Supplier Product Code: Vendor Notes: Bidding on: MFR/Style #: Replacement Cost: | | | |

| B080242-LD-1-03 Work Shi | rts, Cotton Twill | | | | |
|---------------------------------------|----------------------|---|-------------|--------|------|
| Vendor | Unit Price | Qty/Unit | Total Price | Attch. | Docs |
| UniFirst Corp | First Offer - \$0.29 | 400 / each | \$116.00 | | Y |
| Agency Product Code: Agency Notes: | | Supplier Product Code: Vendor Notes: Bidding on: MFR/Style #: Replacement Cost: | | | |
| Aramark Uniform Services | First Offer - \$0.40 | 400 / each | \$160.00 | | Y |
| Agency Product Code: Agency Notes: | | Supplier Product Code: GS0011 Vendor Notes: Bidding on: MFR/Style #: Wearguard Replacement Cost: 13.02 | | | |

| B080242-LD-1-04 Dress Shirts | 5 | | | | |
|---------------------------------------|----------------------|---|-------------|--------|------|
| Vendor | Unit Price | Qty/Unit | Total Price | Attch. | Docs |
| UniFirst Corp | First Offer - \$0.33 | 105 / each | \$34.65 | | Y |
| Agency Product Code: Agency Notes: | | Supplier Produc Vendor Notes: Bidding on: MFR Replacement Co | /Style #: | I | |

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| Aramark Uniform Services | First Offer - \$0.47 | 105 / each | \$49.35 | Y |
|---------------------------------------|----------------------|---------------------------------------|--------------|---|
| Agency Product Code: Agency Notes: | | Supplier Product C Vendor Notes: | Code: GS0098 | |
| | | Bidding on: MFR/S Replacement Cost | | |

| B080242-LD-1-05 Trousers | | | | | | |
|---------------------------------------|----------------------|--|------------------|--------|------|--|
| Vendor | Unit Price | | Total Price | Attch. | Docs | |
| UniFirst Corp | First Offer - \$0.30 | 525 / each | \$157.50 | | Y | |
| Agency Product Code: Agency Notes: | | Supplier Product Code: Vendor Notes: Bidding on: MFR/Style #: Replacement Cost: | | | | |
| Aramark Uniform Services | First Offer - \$0.33 | 525 / each | \$173.25 | | Y | |
| Agency Product Code: Agency Notes: | | Supplier Produc Vendor Notes: Bidding on: MFR Replacement Co | /Style #: Weargu | ard | | |

| B080242-LD-1-06 Trousers | | | | | |
|---------------------------------------|----------------------|--|-------------------|--------|------|
| Vendor | Unit Price | Qty/Unit | Total Price | Attch. | Docs |
| <u>UniFirst Corp</u> | First Offer - \$0.38 | 340 / each | \$129.20 | | Y |
| Agency Product Code: Agency Notes: | | Supplier Product Code: Vendor Notes: Bidding on: MFR/Style #: Replacement Cost: | | | |
| Aramark Uniform Services | First Offer - \$0.50 | 340 / each | \$170.00 | | Y |
| Agency Product Code: Agency Notes: | | Supplier Produc Vendor Notes: Bidding on: MFR Replacement Co | /Style #: Aramark | c Pant | |

| B080242-LD-1-07 Dress Pan | nts | | | | |
|---------------------------------------|----------------------|--|-------------|--------|------|
| Vendor | Unit Price | Qty/Unit | Total Price | Attch. | Docs |
| <u>UniFirst Corp</u> | First Offer - \$0.36 | 20 / each | \$7.20 | | Y |
| Agency Product Code: Agency Notes: | | Supplier Product Code: Vendor Notes: Bidding on: MFR/Style #: Replacement Cost: | | | |
| Aramark Uniform Services | First Offer - \$0.67 | 20 / each | \$13.40 | | Y |
| Agency Product Code: Agency Notes: | | Supplier Product Code: GP0151 Vendor Notes: Bidding on: MFR/Style #: Aramark Pant Replacement Cost: 13.45 | | | |

| B080242-LD-1-08 Shorts | | | | | |
|---------------------------------------|----------------------|----------------------------------|-------------|--------|------|
| Vendor | Unit Price | Qty/Unit | Total Price | Attch. | Docs |
| <u>UniFirst Corp</u> | First Offer - \$0.25 | 75 / each | \$18.75 | | Y |
| Agency Product Code: Agency Notes: | | Supplier Produc Vendor Notes: | ct Code: | • | |

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| | | Bidding on: MFR/ Replacement Cos | | |
|---------------------------------------|--|-------------------------------------|---------|---|
| Aramark Uniform Services | First Offer - \$0.32 | 75 / each | \$24.00 | Y |
| Agency Product Code: Agency Notes: | Supplier Product Code: GP0096 Vendor Notes: Bidding on: MFR/Style #: Aramark Short Replacement Cost: 9.00 | | | |

| B080242-LD-1-09 Jean Pants | i | | | | | |
|---------------------------------------|----------------------|--|-------------|--------|------|--|
| Vendor | Unit Price | Qty/Unit | Total Price | Attch. | Docs | |
| UniFirst Corp | First Offer - \$0.33 | 20 / each | \$6.60 | | Y | |
| Agency Product Code: Agency Notes: | | Supplier Product Code: Vendor Notes: Bidding on: MFR/Style #: Replacement Cost: | | | | |
| Aramark Uniform Services | First Offer - \$0.47 | 20 / each | \$9.40 | | Y | |
| Agency Product Code: Agency Notes: | | Supplier Product Code: GP0294 Vendor Notes: Bidding on: MFR/Style #: Aramark Jean Replacement Cost: 13.02 | | | | |

| B080242-LD-1-10 Overalis | | | | | |
|---------------------------------------|----------------------|--|-------------|--------|------|
| Vendor | Unit Price | Qty/Unit | Total Price | Attch. | Docs |
| UniFirst Corp | First Offer - \$0.44 | 18 / each | \$7.92 | | Y |
| Agency Product Code: Agency Notes: | | Supplier Product Code: Vendor Notes: Bidding on: MFR/Style #: Replacement Cost: | | | |
| Aramark Uniform Services | First Offer - \$0.67 | 18 / each | \$12.06 | | Y |
| Agency Product Code: Agency Notes: | | Supplier Product Code: GO0011 Vendor Notes: Bidding on: MFR/Style #: Aramark Overalls Replacement Cost: 22.20 | | | ; |

| B080242-LD-1-11 Bib Apror | າຣ | | | | |
|---------------------------------------|---|-----------|-------------|--------|------|
| Vendor | Unit Price | | Total Price | Attch. | Docs |
| UniFirst Corp | First Offer - \$0.25 | 12 / each | \$3.00 | | Y |
| Agency Product Code: Agency Notes: | Supplier Product Code: Vendor Notes: Bidding on: MFR/Style #: Replacement Cost: | | | | |
| Aramark Uniform Services | First Offer - \$0.42 | 12 / each | \$5.04 | | Y |
| Agency Product Code: Agency Notes: | Supplier Product Code: AP113 Vendor Notes: Bidding on: MFR/Style #: Aramark Bib Apron Replacement Cost: 2.49 | | | on | |

| B080242-LD-1-12 Jackets | | | | | |
|--------------------------|----------------------|-----------------|----------------|--------|------|
| Vendor | Unit Price | Qty/Unit | Total Price | Attch. | Docs |
| Aramark Uniform Services | First Offer - \$0.67 | 173 / each | \$115.91 | | Y |
| Agency Product Code: | | Supplier Produc | t Code: G00575 | · | |

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| Agency Notes: | | Vendor Notes: Bidding on: MFR/Style #: Aramark Jacket Replacement Cost: 23.65 | | | |
|---------------------------------------|----------------------|---|----------|---|--|
| UniFirst Corp | First Offer - \$1.10 | 173 / each | \$190.30 | Y | |
| Agency Product Code: Agency Notes: | | Supplier Product Vendor Notes: Bidding on: MFR/ Replacement Cos | Style #: | | |

| B080242-LD-1-13 Floor Mat | S | | | | |
|---------------------------------------|---|--|-------------|--------|------|
| Vendor | Unit Price | Qty/Unit | Total Price | Attch. | Docs |
| Aramark Uniform Services | First Offer - \$3.10 | 4 / each | \$12.40 | | Y |
| Agency Product Code: Agency Notes: | Supplier Product Code: DM0501 Vendor Notes: Bidding on: MFR/Style #: Millikin 3x10 Replacement Cost: 59.38 | | | | |
| UniFirst Corp | First Offer - \$4.62 | 4 / each | \$18.48 | | Y |
| Agency Product Code: Agency Notes: | | Supplier Product Code: Vendor Notes: Bidding on: MFR/Style #: Replacement Cost: | | | |

| B080242-LD-1-14 Floor Mats | | | | | |
|---------------------------------------|---|--|-------------|--------|------|
| Vendor | Unit Price | Qty/Unit | Total Price | Attch. | Docs |
| Aramark Uniform Services | First Offer - \$1.40 | 14 / each | \$19.60 | | Y |
| Agency Product Code: Agency Notes: | Supplier Product Code: DM0025 Vendor Notes: Bidding on: MFR/Style #: Clean Tex 3x5 Replacement Cost: 34.52 | | | | |
| UniFirst Corp | First Offer - \$2.31 | 14 / each | \$32.34 | | Y |
| Agency Product Code: Agency Notes: | | Supplier Product Code: Vendor Notes: Bidding on: MFR/Style #: Replacement Cost: | | | |

| B080242-LD-1-15 Floor Mat | S | | | | |
|---------------------------------------|----------------------|--|-------------|--------|------|
| Vendor | Unit Price | Qty/Unit | Total Price | Attch. | Docs |
| Aramark Uniform Services | First Offer - \$1.70 | 34 / each | \$57.80 | | Y |
| Agency Product Code: Agency Notes: | | Supplier Product Code: DM0501 Vendor Notes: Bidding on: MFR/Style #: Millikin 3x4 Replacement Cost: 23.45 | | | |
| <u>UniFirst Corp</u> | First Offer - \$2.31 | 34 / each | \$78.54 | | Y |
| Agency Product Code: Agency Notes: | | Supplier Produc Vendor Notes: Bidding on: MFF Replacement Co | R/Style #: | t | |

| B080242-LD-1-16 Floor Mats | | | | | |
|----------------------------|----------------------|-----------|-------------|--------|------|
| Vendor | Unit Price | Qty/Unit | Total Price | Attch. | Docs |
| Aramark Uniform Services | First Offer - \$2.70 | 30 / each | \$81.00 | | Y |

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| Agency Product Code: Agency Notes: | | Supplier Product Code: DM0501 Vendor Notes: Bidding on: MFR/Style #: Millikin 4x6 Replacement Cost: 45.31 | | | |
|---------------------------------------|----------------------|--|-----------|---|--|
| UniFirst Corp | First Offer - \$3.70 | 30 / each | \$111.00 | Y | |
| Agency Product Code: Agency Notes: | I L | Supplier Product Vendor Notes: Bidding on: MFR/ Replacement Cos | /Style #: | I | |

| B080242-LD-1-17 Shop Tow | rels | | | | |
|---------------------------------------|---|--|-------------|--------|------|
| Vendor | Unit Price | Qty/Unit | Total Price | Attch. | Docs |
| Aramark Uniform Services | First Offer - \$0.05 | 970 / each | \$48.50 | | Y |
| Agency Product Code: Agency Notes: | Supplier Product Code: TS0002 Vendor Notes: Bidding on: MFR/Style #: ADI Replacement Cost: .18 | | | | |
| UniFirst Corp | First Offer - \$0.07 | 970 / each | \$67.90 | | Y |
| Agency Product Code: Agency Notes: | | Supplier Product Code: Vendor Notes: Bidding on: MFR/Style #: Replacement Cost: | | | |

| B080242-LD-1-18 Purple Pri | nt Towels | | | | |
|---------------------------------------|----------------------|---|-------------|--------|------|
| Vendor | Unit Price | Qty/Unit | Total Price | Attch. | Docs |
| UniFirst Corp | First Offer - \$0.00 | 175 / each | \$0.00 | | Y |
| Agency Product Code: Agency Notes: | | Supplier Product Code: Vendor Notes: Bidding on: MFR/Style #: Replacement Cost: | | | |
| Aramark Uniform Services | First Offer - \$0.11 | 175 / each | \$19.25 | | Y |
| Agency Product Code: Agency Notes: | | Supplier Product Code: TS0002 Vendor Notes: Bidding on: MFR/Style #: ADI Replacement Cost: .36 | | | |

| Ven | dor | Tota | als |
|-----|-----|------|-----|
| | | | |

| Aramark Uniform Services | | ····· | \$1,172.56 | (18/18 items) |
|---|--|--|------------------------------------|---------------|
| Bid Contact | Kellie Maletic <u>kellie.maletic@uniform.aramark.com</u> Ph 512-653-7254 | ++ | 3913 Todd Lane Austin, TX 78744 | |
| Qualifications | тх | | | |
| Agency Notes: | | Vendor Notes: | | |
| UniFirst Corp | | | \$1,306.98 | (18/18 items) |
| Bid Contact Carl Staves <u>carl.staves@unifirst.com</u> Ph 512-385-3320 Fax 512-385-3336 | | Address 6000 Bolm Road Austin, TX 78721 | | |
| Agency Notes: | | Vendor Notes: | | |

| GWO G G T 1Last Updated 08-08-08 at 2:30 pm | | | - | 101 100 |
|---|-------------------|----------------|----------|---------|
| | TRAVIS COU | NTY . | | /31/08 |
| GM200I1 ^{Last Updated 08-08-08 at 2:30 pm} Fiscal Year 2008 | Account Balance | Inquiry | 13 | :27:00 |
| Account number : | 99-4941-621.60-28 | | | |
| Fund \ldots \ldots \ldots \vdots | | | | |
| Department : | | NATRL RESRC) | | |
| Division : | 41 ROAD & BRIDGE | MAINTENANCE | | |
| Activity basic : | 62 INFRA-ENV SCV | S (TRNS&RDS) | | |
| Sub activity : | 1 TNR (TRANS $\&$ | NATRL RESRC) | | |
| Element : | | | | |
| Object | 28 UNIFORM RENTA | L & LAUNDRY | | |
| 5 | | | | |
| Original budget | : | 50,000 | | |
| | | | | |
| Actual expenditures - o | current . : | 5,958.59 | | |
| Actual expenditures - | ytd : | 31,957.55 | | |
| Unposted expenditures | · · · · · : | .00 | | |
| Encumbered amount | : | 184.82 | | |
| Unposted encumbrances | : | .00 | | |
| Pre-encumbrance amount | : | .00 | | |
| Total expenditures & en | ncumbrances: | 38,100.96 | 76.2% | |
| Unencumbered balance . | | 11,899.04 | | |
| F5=Encumbrances F7=Pro | | F8=Misc inquir | | |
| F10=Detail trans F11=Ac | | | F24=More | keys |
| | - | | | - |

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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:_

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Voting Session: Tuesday, August 12, 2008

REQUESTED ACTION: APPROVE CONTRACT TERMINATION (MODIFICATION NO.7) OF CONTRACT NO. PS010047JW, WITH YOUTH AND FAMILY ALLIANCE, INC., DBA LIFEWORKS (JUVENILE PROBATION).

Points of Contact:

Purchasing: Vania Ramaekers
Department: (Juvenile Probation) Estela Medina, Chief Juvenile Probation Officer; Sylvia Mendoza
County Attorney (when applicable): John Hille
County Planning and Budget Office: Leroy Nellis
County Auditor's Office: Susan Spataro and Jose Palacios
Other: (Domestic Relations Office) Cecelia Burke, Director

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.

Contract Number PS010047JW with LifeWorks/Kids Exchange provides for Professional Visitation Services for the Travis County District Courts and Domestic Relations Office. The District Courts may order, or Domestic Relations may refer, clients to neutral drop-off and pick-up exchange services, supervised and therapeutic visitation services.

Travis County received notice from the contractor to terminate these services on July 21, 2008 to be effective September 30, 2008. Pursuant to section 9, paragraph 9.1 "Termination", the above referenced contract may be terminated by either party at any time by giving thirty (30) days written notice to the other party hereto of the intention to terminate. This modification establishes the termination terms necessary to fulfill the current contract requirements.

Modification No. six (6) updated the fiscal provisions under the contract and deleted the NTE to reflect a fee schedule payment process.

Modification No. five (5) replaced Attachment A, Section II of the contract hourly/maximum rates parameters.

Modification No. four (4) changed the contractor's mailing address. Modification No. three (3) modified section 4.1.2 payment schedule.

Modification No. two (2) modified the statement of work, maximum rates parameters and performance measures.

Modification No. one (1) approved the assignment of contract from Kids Exchange to Youth and Family Alliance, Inc., dba Lifeworks.

Contract Expenditures: Within the last 12 months \$0.00 has been spent against this contract.

Not applicable

Contract-Related Information:

Award Amount: Contract Type: **Contract Period:**

Contract Modification Information:

Modification Amount: \$0.00 (Firm Amount) (Add'l. comments) Modification Type: TERMINATION Modification Period:

Solicitation-Related Information:

| Solicitations Sent: | <u>N/A</u> | Responses Received: | <u>N/A</u> |
|---------------------|----------------|----------------------|------------|
| HUB Information: | Not Applicable | % HUB Subcontractor: | <u>N/A</u> |

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):
- Comments:

Statutory Verification of Funding:

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

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| MODIFICATION OF CONTRA | CT NUMBER: PS010047JW Supervised | PAGE 1 OF 2 PAGES | | |
|---|--|---------------------------------------|--|--|
| | Visitation and Exchange | | | |
| | Services | | | |
| ISSUED BY: PURCHASING OFFICE | PURCHASING AGENT ASST: Vania Ramaekers | DATE PREPARED: | | |
| 314 W. 11TH ST., RM 400 AUSTIN, TX 78701 | TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185 | July 30, 2008 | | |
| ISSUED TO: Youth and Family Alliance | MODIFICATION NO .: | EXECUTED DATE OF ORIGINAL | | |
| Inc., dba Lifeworks | 7 | CONTRACT: February 16, 2001 | | |
| 3700 South First Street Austin, TX 78704 | | | | |
| 1xu5tiii, 17x 70704 | | | | |
| ORIGINAL CONTRACT TERM DATES: 10/1/00 - | | ATES: <u>10/1/07- 9/30/08</u> | | |
| FOR TRAVIS COUNTY INTERNAL USE ONLY Original Contract Amount: <u>\$25,000.00</u> | Current Modified Amount : <u>AS NEEDED BASIS</u> | | | |
| DESCRIPTION OF CHANGES: Except as modified, remain unchanged and in full force a | provided herein, all terms, conditions, and provisions of the doc nd effect. | nument referenced above as heretofore | | |
| | ragraph 9.1 "Termination", the above reference iving thirty (30) days written notice to the other | | | |
| B. This modification serves effective September 30, 20 | as official notification that the above reference 08. | d contract is hereby terminated | | |
| C. The closing items list related to services under this contract is listed on page 2 of this modification. | | | | |
| | | | | |
| | | | | |
| | | | | |
| Note to Vendor: [X] Complete and execute (sign) your portion of th [] DO NOT execute and return to Travis County. | e signature block section below for all copies and return all signed c Retain for your records. | opies to Travis County. | | |
| LEGAL BUSINESS NAME: Youth & Fac | nily Alliance, dba L'ifellorits | 🗆 DBA | | |
| | nig miance, and ence | G CORPORATION | | |
| BY: // ////// | | | | |
| BY: Susan M=Do | | □ OTHER | | |
| PRINT NAME | | DATE: | | |
| TITLE: <u>Executive Director</u> 7/30/08 | | | | |
| TRAVIS COUNTY, TEXAS | | DATE: | | |
| BY: Cyd V. Thing CYD V. GRIMES, C.P.M., TRAVIS COUNTY P | I stain | | | |
| TRAVIS COUNTY, TEXAS | | DATE: | | |
| BY: | | | | |
| SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE | | | | |
| | | <u> </u> | | |

Modification No. 7 Page 2 0f 2

In order to close the services under this contract both parties agree to the following:

1. Contractor shall transfer all rights to the "Kids Exchange" program name to the Travis County Domestic Relations Office effective September 30, 2008.

2. Contractor shall continue to accept Travis County Domestic Relations Office referrals on a case by case basis, upon agreement of both parties.

3. Contractor shall move any and all historical records related to clients served under this contract from the Contractor's storage facility to the Travis County Domestic Relations Office on or before October 31, 2008.

4. Contractor shall transfer to the Travis County Domestic Relations Office any active client records, including both electronic data and physical files on or before September 30, 2008

5. Contractor understands contractor's continued responsibility to respond to any subpoena concerning any and all records that remain in Contractor's possession regardless of the termination date of this contract. Upon the transfer by Contractor of any file or document to the Travis County Domestic Relations Office, the Travis County Domestic Relations Office shall assume responsibility to respond to any subpoena or request for the release of the transferred record.

6. Contractor shall submit the final invoice for services provided under this contract services on or before November 15th, 2008 for services rendered in the month of September 2008.

Last Updated 08-08-08 at 2:30 pm

lifew:@-rks

3700 South 1st Street Austin, TX 78704 t **512 735 2400** f 512 735 2452

www.lifeworksweb.org

July 21, 2008

Ms. Cyd Grimes Travis County Purchasing Agent 314 W. 11th St., Room 400 Austin, Texas 78701

ATTN: Vania Ramaekers, Assistant Purchasing Agent

CC: Cecelia Burke, DRO

This letter is official notification that LifeWorks will be ending Kids Exchange services effective 9/30/08. We would also like to request that LifeWorks not take any new Kids Exchange referrals effective 7/23/08. We would like families to begin services at an agency where they will be able to continue long-term in order to minimize any disruptions.

If you have any further questions please feel free to call myself or Corie Cormie, Manager of Grants and Contracts, to discuss.

Sincerely,

Susan McDowell Executive Director 512.735.2453 susan.mcdowell@lifeworksweb.org

Corie Cormie Manager of Grants and Contracts 512.735.2411 corie.cormie@lifeworksweb.org







TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

ESTELA P. MEDINA Chief Juvenile Probation Officer ADMINISTRATIVE SERVICES COURT SERVICES DETENTION SERVICES DOMESTIC RELATIONS OFFICE PROBATION SERVICES RESIDENTIAL SERVICES JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM

| TO: | Cyd Grimes |
|-----|------------------|
| | Purchasing Agent |

-otel P. We FROM:

Estela P. Medina Chief Juvenile Probation Officer

SUBJECT: Requesting Termination of Contract #PS010047JW (Youth and Family Alliance)

DATE: July 31, 2008

Travis County Juvenile Probation Department is currently contracting with Youth and Family Alliance DBA Lifeworks for supervised visitation services. The department is requesting termination of the contract.

The following details the line item being used by the contract.

Contract Number & Name: PS010047JW – YOUTH and FAMILY ALLIANCE DBA LIFEWORKS Account Number: 001-4560-593-6099

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

| Cc: | Cecilia Burke |
|-----|----------------|
| | Sylvia Mendoza |
| | Alan Miller |

EPM:gc

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Austin, Texas

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

Approved by:

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Voting Session: Tuesday, August 12, 2008

REQUESTED ACTION: APPROVE RATIFICATION OF MODIFICATION NO. 2 TO CONTRACT NO. PS070292ML, ARMSTRONG FORENSIC LABORATORY, INC, FOR DRUG TESTINGS SERVICES.(JUSTICE PLANNING DEPARTMENT)

Points of Contact:

Purchasing: Michael Long **Department:** JUSTICE PLANNING DEPT Kimberly Pierce **County Attorney (when applicable):** Jim Connolly **County Planning and Budget Office:** Leroy Nellis **County Auditor's Office:** Susan Spataro And Jose Palacios **Other:** District Attorney's Office; Claire Dawson-Brown

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.

Armstrong Forensic Laboratory is a DPS accredited contractor that provides analysis of evidence for controlled substances.

In April of 2008, expert testimony was required. The Contract had not been formally amended to add that expert to the fee schedule.

The services were provided with the understanding that compensation for such services would be paid in accordance with the rates negoitiated.

Ratification of modification No. 2 will add Dr. Kelly Wouters and his service rates to the Fee Schedule (Attachment B) and will provide payment for the services provided in April 2008.

Contract Expenditures: Within the last 12 months \$59,919.59 has been spent against this contract.

☐ Not applicable

Contract-Related Information:

Award Amount:\$0.00 (Estimated quantity)Contract Type:(choose from drop list)Contract Period:8/21/07 to 9/30/07

Contract Modification Information:

Modification Amount: \$0.00 (Estimated) (Add'l. comments) Modification Type: N/A Modification Period: 10/1/07 to 9/30/08

Solicitation-Related Information:

| Solicitations Sent: | <u>N/A</u> | Responses Received: | <u>N/A</u> |
|---------------------|----------------|----------------------|------------|
| HUB Information: | Not Applicable | % HUB Subcontractor: | <u>N/A</u> |

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)

Comments:

Statutory Verification of Funding:

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

Last Updated 08-08-08 at 2:30 pm

| MODIFICATION OF CONTRA | CT NUMBER: PS070292ML-Drug Testing | PAGE 1 OF 3 PAGES |
|---|--|--|
| ISSUED BY: FURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701 | PURCHASING AGENT ASST: Michael Long TEL. NO: (512) 854-4850 FAX NO: (512) 854-9185 | DATE PREPARED: July 28, 2008 |
| ISSUED TO: Armstrong Forensic Laboratory, Inc. | MODIFICATION NO.: | EXECUTED DATE OF ORIGINAL CONTRACT: |
| 330 Loch'n Green Trail Arlington, TX 76012 Attn: Marion Armstrong | 2 | August 24, 2007 |
| DRIGINAL CONTRACT TERM DATES: 8/21/07 - | - <u>9/30/07</u> CURRENT CONTRACT TERM | 1 DATES: <u>10/1/07 - 9/30/08</u> |
| FOR TRAVIS COUNTY INTERNAL USE ONL Original Contract Amount: <u>as needed</u> | Y: Current Modified Amount <u>n/a</u> . | |
| DESCRIPTION OF CHANGES: Except as modified, remain unchanged and in full force | provided herein, all terms, conditions, and provisions of t and effect. | he document referenced above as heretofore |
| Upon execution of this modification, the c | ontract is modified as provided below: | |
| Add Dr. Kelly Wouters Ph.D and attached amendment. | his service rates to the Fee Schedule (Attachment B to | the Contract) as set forth in the |
| 2. Ratify the provision of services by forth in the attached amendment. | y Dr. Wouters and approve payment in accordance wit | h the agreed-upon rates as set |
| | | |
| | | |
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| | | |
| | | |
| | | |
| | | |
| X] DO NOT execute and return to Travis County | | ed copies to Travis County, |
| EGAL BUSINESS NAME: ARMSTROASG | FORENSIC LABORSTORY | |
| BY: E | / | D CORPORATION |
| BY: PENIAMIN HIEMSTRON PRINTNAME | <u>UG-</u> | DATE: |
| ITLE: PLEADENT ITS DULY AUTHORIZED AGENT | | 07-30-08 |
| RAVIS COUNTY, TEXAS | | DATE: |
| Y: Use / Dynes CYD V. GRIMES, C.P.M., TRAVIS COUNTY | PURCHASING AGENT | 8/1/08 |
| RAVIS COUNTY, TEXAS | | DATE: |
| Y: SAMUEL T. BISCOE, TRAVIS COUNTY JUI | XGE | |

PS070292ML Modication No. 2 July 31, 2008 Page 2 of 3

AMENDMENT NUMBER TWO TO CONTRACT NO. PS070292ML PROFESSIONAL SERVICES AGREEMENT BETWEEN TRAVIS COUNTY AND ARMSTRONG FORENSIC LABORATORY, INC.

This Amendment Number Two to Contract No. PS070292ML, Professional Services Agreement between Travis County and Armstrong Forensic Laboratory, Inc. for professional drug testing services is made and entered into by and between the following parties: Travis County, a political subdivision of the State of Texas ("COUNTY"), and Armstrong Forensic Laboratory, Inc., ("CONTRACTOR").

WHEREAS, on or about August 21,2007, COUNTY and CONTRACTOR entered into Contract No. PS070292ML (the "Contract"), pursuant to which CONTRACTOR agreed to provide forensic laboratory analysis on drug evidence in criminal cases and related services on an as needed basis; and,

WHEREAS, at the time the Parties entered into the Contract, it was anticipated that CONTRACTOR personnel would not only provide laboratory analysis on drug evidence, but also travel to Travis County as needed to testify in court as to the results of their analysis; and,

WHEREAS, the Contract included the names of CONTRACTOR personnel and the rates that would be paid for their services; and,

WHEREAS, after the parties entered into the Contract, Dr. Kelly Wouters Ph.D. joined CONTRACTOR'S staff as a Senior Consultant; and,

WHEREAS, in April of 2008, the District Attorney's Office required the testimony of Dr. Kelly Wouters at a felony jury trial in Travis County; and,

WHEREAS, although the Contract had not been formally amended to add Dr. Wouter's name to the Fee Schedule, at the request of the District Attorney's Office, Dr. Wouters traveled to Austin and testified at the jury trial in district court; and,

WHEREAS, the services of Dr. Wouters were provided with the understanding that CONTRACTOR would be compensated for such services in accordance with the rates applicable to Dr. Wouters; and,

WHEREAS, the Parties desire to amend the Contract to add Dr. Wouter's name and rates to the Fee Schedule and to ratify Dr. Wouter's provision of services in April of 2008 and approve payment for those services in accordance with the agreed-upon rates. Modification No. 2 PS070292ML Modification No. 2 July 31, 2008 Page 3 of 3

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend and ratify the Contract as follows:

1.0 The Fee Schedule (Attachment B to the Contract) is amended by adding the name of Dr. Kelly Wouters Ph.D. with service rates as follows:

| Kelly Wouters, Ph.D. | |
|---|-------------------------|
| Consultation, Travel, Phone and Standby | \$ <u>205.00</u> / Hour |
| Court Presentation and Deposition | \$ <u>305.00</u> / Hour |
| Video Deposition | \$ <u>405.00</u> / Hour |

2.0 The parties ratify the provision of services by Dr. Wouters at the request of the District Attorney's Office and payment at the rates set out above.

3.0 Except for the changes made by this Amendment, the Parties hereby ratify all of the terms and conditions of the Interagency Agreement.



OFFICE OF THE DISTRICT ATTORNEY

RONALD EARLE DISTRICT ATTORNEY P.O. Box 1748 Austin 78767 Telephone 512/854-9400 Telefax 512/854-9695

ROSEMARY LEHMBERG FIRST ASSISTANT

TO: Travis County Judge and Commissioners

FROM: Vicki Skinner, District Attorney's Office

Diele Stenn

DATE: July 14, 2008

SUBJECT: Armstrong Forensic Laboratory, Inc. Invoice

The District Attorney's Office requests authorization for payment of \$3,587.89 to Armstrong Forensic Laboratory, Inc. (invoice 099494) for expert witness testimony provided in a felony trial on April 15, 2008.

In August, 2007, Travis County contracted with Armstrong Forensic Laboratory, Inc. and allocated funds for the performance of professional drug testing services (including court testimony) in order to assist with the backlog of samples waiting to be tested and analyzed by the Austin Police Department laboratory. The Austin Police Department laboratory staff regularly provide trial testimony regarding their drug testing and analysis at no charge to Travis County. However, trial testimony provided by Armstrong staff includes travel time, presentation and standby fees as well as travel costs.

Because Armstrong staff conducted the testing and analysis required for the case listed on invoice 099494, they were subpoenaed to testify in the trial. Two analysts signed the drug analysis report: (1) the analyst who performed the testing and had no experience testifying in court and (2) the analyst's supervisor who has extensive experience testifying in court regarding the testing procedures, protocols and analysis. An Assistant District Attorney subpoenaed both staff members so that he would have credible witnesses present to address questions that might arise regarding the testing, analysis, protocols, chain of custody or other related issues.

The experienced supervisor who accompanied the analyst to the trial was not listed in the contract between Travis County and Armstrong. Although the travel and standby rate Armstrong charged for the supervisor (\$205/hour) was less than that listed for the principal supervisor listed in the contract (\$235/hour), invoice payment approval will need to be authorized because of the deviation from the contract.

Please contact me at 854-9522 if you would like any additional information. Thank you for your consideration of this request.

Last Updated 08-08-08 at 2:30 pm

INVOICE 099494

Date: April 15, 2008 Corrected: June 17, 2008

> To: Travis County Auditor P.O. Box 1748 Austin, TX 78767

| From: | Armstrong Forensic Laboratory, Inc. | TIN: | 75-175-9877 |
|-------|-------------------------------------|--------|--------------|
| | 330 Loch'n Green Trail | Phone: | 817-275-2691 |
| | Arlington, Texas 76012 | Fax: | 817-275-1883 |

Re: Professional Drug Testing Services

Contract No: PS070292ML Date Received: 11/28/07 AFL No: A7FR4994 Re: State of Texas vs. Kevin L. Townsend APD 2007-2210801 Cause: DI-DC-07204664

| Date | Service Description | Price/Unit | Units | Totals |
|----------|---|------------|-------|------------|
| 04/15/08 | L14 – Technical Reviewer's Travel Time | 205.00 | 7 | \$1,435.00 |
| | L14 – Technical Reviewer's Court Stand-By | 205.00 | 2 | 410.00 |
| | L15 – Analyst's Travel Time | 125.00 | 7 | 875.00 |
| | L15 – Analyst's Court Stand-By | 125.00 | 1.75 | 218.75 |
| | L15 -Analyst's Court Testimony | 200.00 | 0.25 | 50.00 |
| | EXP: Mileage | 0.55 | 408 | 224.40 |
| | Hotel | 116.47 | 2 | 232.94 |
| | Parking | 11.00 | 1 | 11.00 |
| | Per Diem | 45.00 | 2 | 90.00 |
| | | | | 0.00 |

| Subtotal | 3,547.09 |
|---------------|------------|
| Total Invoice | \$3,547.09 |

Account balance is due upon receipt of invoice. Invoice due and payable in Arlington, Tarrant County, Texas.

A7-4994inv.doc/drj

Last Updated 08-08-08 at 2:30 pm



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:

yd V.A.

出行时期后的被扣按约约41日。当初7月1日的时间上自由时期的10万多种。在这些运行时间的10万万日

Voting Session: Tuesday, August 12, 2008

REQUESTED ACTION: APPROVE CONTRACT AWARD FOR TNR EASTSIDE SERVICE CENTER-NEW POTABLE WATER LINE, FIRE LINE AND FIRE PUMP ASSEMBLY, IFB NO. B080245-RV, TO THE LOW BIDDER, SEGURA CONSTRUCTION, LLC. (FACILITIES MANAGEMENT)

Points of Contact:

Purchasing: Richard VillarealDepartment: Facilities Management, Roger A. El Khoury, M.S., P.E., Director; CarolynO'Hara, RA, Project ManagerCounty Attorney (when applicable): John HilleCounty Planning and Budget Office: Leroy NellisCounty Auditor's Office: Susan Spartaro and Jose PalaciosOther: 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 will require the vendor to provide all labor and materials necessary for the installation of a New Potable Water Line, Fire Line and Fire Pump Assembly for the TNR Eastside Service Center.

Subject IFB opened on July 29, 2008, at 2:00 P.M., with six (6) bids received in response to the solicitation. The low bidder was Segura Construction, LLC, with a base bid total amount of \$387,118.25. Addendum No. 1 deleted Item 11 from the bid. However, the bidder failed to delete this item when submitting her bid, and as such her base bid amount was reflective of Item 11 in the amount of \$3,030.60. In addition the bidder made a math error on Item 7. After correcting these two items, the revised base bid amount for contract award is \$384,087.60. The contractor was informed of their errors and is in agreement with the corrections, and contract award at the stated amount.

Facilities Management is recommending contract award to Segura Construction, LLC, in the amount of \$384,087.60.

As a matter of interest to the Court, Segura Construction, LLC is a certified Historically Underutilized Business (HUB).

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Not applicable

> Contract-Related Information:

| Award Amount: | \$384,087.60 (Fixed Amount) |
|------------------|--|
| Contract Type: | Construction |
| Contract Period: | 90 Calendar Days after Issuance of Notice to Proceed |

> Solicitation-Related Information:

| Solicitations Sent: | <u>42</u> | Responses Received: | <u>6</u> |
|---------------------|-----------------|----------------------|-------------|
| HUB Information: | Vendor is a HUB | % HUB Subcontractor: | <u>100%</u> |

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.: (Req. No. 440238)
- Funding Account(s): 510-1405-801-8105
- 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

FMD Project: ESSC-05-0

FILE: 703

MEMORANDUM

TO: Cyd V. Grimes, CPM, Purchasing Agent

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

DATE: July 30, 2008

SUBJECT: Eastside Service Center New Potable Water Line, Fire Line, and Fire Pump Assembly Project IFB No.: B080245-RV; Contract No.: 08K00245RV

Facilities Management Department (FMD) recommends award of the Eastside Service Center New Potable Water Line, Fire Line, and Fire Pump Assembly Project in the amount of \$384,087.60 to the low bidder, Segura Construction LLC.

Facilities Management Department tabulated all bids received from six general contractors who bid on the subject project. According to the tabulated bids, the low bidder was Segura Construction LLC. The low bid was \$384,087.60 and it is under the construction budget of \$390,455.00 by \$6,367.40 (-1.7%). The construction schedule is 90 days after the issuance of the notice to proceed.

The project fund is located in the account number 506-1405-801-8105 and the requisition number is 440238. In accordance with the procedure to secure the approval of this contract award, this request is being forwarded along with the supporting documents for approval by the Commissioners Court on August 12, 2008. If approved, please issue a fully executed contract to Segura Construction LLC. Please call me at extension 44579 if you have any questions.

ATTACHMENTS:

- 1. Tabulation of all bids
- 2. Requisition Record

COPY TO:

Alicia Perez, Executive Manager, Administrative Operations Carolyn O'Hara, RA, Project Manager, FMD Amy Draper, CPA, Financial Manager, FMD Richard Villareal, Purchasing Agent Assistant 1.1

| | | | | navelus Labor Accest Clusting | | | | | 生活动的人 | | | | | Ni Marine sana tat | na sebistana an | |
|--------------|--|--|--------------------------|---|--|------------------------|--|----------------------|---|--|---|-------------------|--------------------------|--------------------|--|----------------------------|
| Bid | Spec | Item Description | Unit | Quantity | (); ———————————————————————————————————— | struction LLC | j., | Instruction Co, Ltd. | C C Carlton | Industries, Ltd. | Commercial Co | onsolidated, Inc. | Central Road | & Utilities, Ltd. | Smith C | onstruction |
| Item | Item | | | | Unit Cost | Cost (\$) | Unit Cost | Cost (\$) | Unit Cost | Cost (\$) | Unit Cost | Cost (\$) | Unit Cost | Cost (\$) | Unit Cost | Cost (\$) |
| 2304108] | 509S-1 | Trench Excavation, Safety Protective Systems (all depths), Complete | LF | 6,355 | 0.28 | \$ 1,779.40 | 0.40 | \$ 2,542.00 | 0.10 | \$ 635.50 | 2.50 \$ | 15,887.50 | 1.10 \$ | | is en angelen in de ser Helen en seren en se Helen en seren en ser | |
| 2 | 510-AW-2 | Pipe, 2" Dia. (all depths) including excavation, backfill, fitting, compaction and thrust blocking, Complete | LF | 234 | 9.80 | \$ 2,293.20 | 19.00 | | 21.00 | | 15.00 \$ | 3,510.00 | 19.50 \$ | | 0.50 \$ | \$ 3,177.50 \$ 4,212.00 |
| 3 | 510-AW-4 | Pipe, 4" Dia. (all depths) including excavation, backfill, fitting, compaction and thrust blocking, Complete | LF | 2,945 | 14.55 \$ | \$ 42,849.75 | 22.00 | \$ 64,790.00 | 23.00 | \$ 67,735.00 | 18.00 \$ | 53,010.00 | 21.40 \$ | 63,023.00 | 24.00 \$ | 5 70,680.00 |
| 4 | 510-AW-6 | Pipe, 6" Dia. (all depths) including excavation, backfill, fitting, compaction and thrust blocking, Complete | LF | 874 | \$ 1.6.61 | \$ 17,401.34 | 27.00 | \$ 23,598.00 | 27.00 \$ | 5 23,598.00 | 20.00 \$ | 17,480.00 | 25.20 \$ | 22,024.80 | 32.00 \$ | 27,968.00 |
| 5 | 510-AW-8 | Pipe, 8" Dia. (all depths) including excavation, backfill, fitting, compaction and thrust blocking, Complete | LF | 1,632 | 25.72 \$ | 5 41,975.04 | 33.00 | \$ 53,856.00 | 38.00 \$ | 62,016.00 | 34.00 \$ | 55,488.00 | 31.00 \$ | 50,592.00 | 34.00 \$ | 55,488.00 |
| 6 | | Pipe, 12" Dia. (all depths) including excavation, backfill, fitting, compaction and thrust blocking, Complete | LF | 670 | 46.11 \$ | 5 30,893.70 | 44.00 \$ | \$ 29,480.00 | 56.00 | 6 37,520.00 | 47.50 \$ | 31,825.00 | 45.40 \$ | 30,418.00 | 70.00 \$ | 46,900.00 |
| 7 | 511S-B | Fire Hydrant Assembly, Complete | EA | 10 | 2,907.52 \$ | 29,075.20 | 3,500.00 | \$ 35,000.00 | 4,200.00 \$ | 42,000.00 | 3,985.00 \$ | 39,850.00 | 3,882.20 \$ | 38,822.00 | 3,900.00 \$ | 39,000.00 |
| 8 | | 2" Water Meter Assembly, Complete in place | EA | 1 | 2,509.89 \$ | 5 2,509.89 | 4,000.00 5 | \$ 4,000.00 | 3,200.00 \$ | | 3,835.00 \$ | 3,835.00 | 1,936.40 \$ | 1,936.40 | 3,800.00 \$ | |
| 9 | 511S-AW-4 | Valve, Gate Type, 4" Diameter, Complete | EA | 3 | 712.38 \$ | 2,137.14 | 900.00 \$ | \$ 2,700.00 | 830.00 \$ | 2,490.00 | 790.00 \$ | 2,370.00 | 1,241.80 \$ | 3,725.40 | 1,000.00 \$ | 3,000.00 |
| 10 | 511S-AW-8 | Valve, Gate Type, 8" Diameter, Complete | EA | 6 | 1,158.20 \$ | 6,949.20 | 1,200.00 | 5 7,200.00 | 1,500.00 \$ | 9,000.00 | 1,255.00 \$ | 7,530.00 | 1,903.40 \$ | 11,420.40 | 1,500.00 \$ | 9,000.00 |
| ++ | 510 JW 6x 4 | Wet Connection, 6" x-4", Complete | EA | + | 3,030.60 -\$ | 3,030.60 | 4,500.00 - | 4,500.00 | 3,500.00 -\$ | <u>3,500.00</u> - | 2,600.00 | <u>2,600.00</u> . | 2,372.20 -\$- | | 2,000.00 _\$ | |
| 12 | | 4'-6" min Ht, 6" Dia., Dome top, Concrete- filled hazard Yellow Bollard for protection of Fire Hydrant, complete | EA | 24 | 171.35 \$ | 4,112.40 | 200.00 \$ | 5 4,800.00 | 250.00 \$ \ | 6,000.00 | 650.00 \$ | 15,600.00 | 617.40 \$ | 14,817.60 | 200.00 \$ | 4,800.00 |
| 13 | / 410S / | packaged fire pump Assembly, Complete in place, Including Fire pump System skid package, installation, concrete slab, 14" suction Pipe, discharge pipe, concrete headwall, electrical service and startup, as shown on plan M-1, Complete | EA |] | 180,579.30 \$ | 180,579.30 | 193,947.00 \$ | 5 193,947.00 | 176,000.00 \$ | 176,000.00 | 266,659.00 \$ | 266,659.00 | 100,026.10 \$ | 100,026.10 | 204,000.00 \$ | 204,000.00 |
| 14 | | Fire Pump Assembly enclosure, complete in Place | EA | 1 | 21,532.04 \$ | 21,532.04 | 55,000.00 \$ | 55,000.00 | 55,500.00 \$ | 55,500.00 | 0.00 \$ | - | 168,341.30 \$ | 168,341.30 | 47,999.00 \$ | 47,999.00 |
| | | Sum of the bid items | | | 1 ICross All Control of | 387 110 20 | | 407.0-0 | | na usua sa Galaya Kabupatén Kabupatén | | | | | | |
| | · · · · · · · · · · · · · · · · · · · | Deleted item 11 by addendun No 1 | Karristeli Gentralist | | <u>م</u> ۲ | 387,118.20 3,030.60 | 1997 - | , , | \$ | | enel and energy \$ | 515,644.50 | \$ | | \$ | 522,024.50 |
| | | Total Contract Amount | | 9 8 S S S | e k | 384,087.60 | | | | 3,500.00 | \$ | 2,600.00 | \$ | 2,372.20 | C. 2000 00 - 200 \$ | 2,000.00 |
| | andre Hitter II. NGC Statistication | | | 1916년 1월 1917년 1월 19 1917년 1월 1917년 1월 19 1917년 1월 1917년 1월 191 | | | nance en geage 🖡 | 481,359.00 | 1476 (1997) - 1876 (1975) 1977 - 1977 (1976) - 1977 1977 - 1977 (1976) - 1977 (1976) - 1977 (1976) (1976) (1976) (1976) (1976) (1976) (19 | 490,608.50 | 915.000 900 \$ 1917 - 1918 - 1917 | 513,044.50 | \$ | 516,700.50 | \$ | 520,024.50 |

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Last Updated 08-08-08 at 2:30 pm IFB No. B080245-RV Eastside Service Center New Potable Water Line, Fire Line and Fire Pump Assembly

III. Bid Requirements B. Instructions to Bidders

CONTRACT NO. 08K00245RV

<u>Eastside Service Center -</u> <u>New Potable Water Line, Fire Line and Fire Pump Assembly</u>

2

| Bid Item | E BID COA Spec. Item | Est. Bid Quan. | Unit | Tech Spec No. | Description with Unit Price in Words | Unit Price | Amount |
|-------------|-------------------------------|-------------------|------|---------------------|---|----------------|---------------------|
| 1 | No. 509S-1 | 6355 | LF | | Trenchexcavation,SafetyProtective Systems (all depths),COMPLETE, for the sum of $\boxed{2evo}$ Dollars $\boxed{2evo}$ Dollarsand $\boxed{1wext}q$ $\boxed{1wext}q$ Cents per linear foot. | \$0.28 | s <u>1,779,40</u> |
| 2 | 510- AW-2 | 234 | LF | | Pipe, 2" Dia. (all depths) including excavation, backfill, fitting, compaction and thrust blocking, COMPLETE, for the sum of <u>Nine</u> Dollars and <u>Rishty</u> Cents per linear foot. | s_9.80 | <u>\$2,293.20</u> |
| 3 | 510- AW-4 | 2945 | LF | | Pipe 4" Dia. (all depths) including excavation, backfill, fitting, compaction and thrust blocking, COMPLETE, for the sum of <u>Four teen</u> Dollars and <u>Fifty Five</u> Cents per linear foot. | s <u>14.55</u> | s <u>42,849.75</u> |
| 4 | 510- AW-6 | 874 | LF | | Pipe 6" Dia. (all depths) including excavation, backfill, fitting, compaction and thrust blocking COMPLETE, for the sum of <u>Nineteen</u> Dollars and <u>Ninety One</u> Cents per linear foot. | s <u>19,91</u> | \$ <u>17,401.34</u> |

Last Updated 08-08-08 at 2:30 pm IFB No. B080245-RV Eastside Service Center New Potable Water Line, Fire Line and Fire Pump Assembly

III. Bid Requirements B. Instructions to Bidders 1

| BAS | E BID | | • | | ······································ | | |
|-------------|-----------------------------|-------------------|------|---------------------|--|-------------------------------|---------------------------------|
| Bid Item | COA Spec. Item No. | Est. Bid Quan. | Unit | Tech Spec No. | Description with Unit Price in Words | Unit Price | Amount |
| 5 | 510- AW-8 | 1632 | LF | | Pipe 8" Dia. (all depths) including excavation, backfill, fitting, compaction and thrust blocking, | | |
| | | | | | COMPLETE, for the sum of | | |
| | | | | | <u>Twenty Five</u> Dollars and <u>Schenty Two</u> Cents per linear foot. | <u>\$25.72</u> | s <u>41,975.04</u> |
| 6 | 510- AW-12 | 670 | LF | | Pipe 12" Dia. (all depths) including excavation, backfill, fitting, compaction and thrust blocking | | |
| | | | | | COMPLETE, for the sum of | х • | |
| | | | | | Forty Six Dollars and Eleven Cents per linear foot. | s <u>46.11</u> | \$ <u>30,893.70</u> |
| 7 | 511S-B | 10 | EA | | Fire hydrant assembly, | | |
| | | | | | COMPLETE, for the sum of <u>Two Thousand Mine</u> <u>hundred 3even</u> <u>Dollars and</u> <u>Fifty Two</u> <u>Cents per each.</u> | \$ <u>2,907,52</u> | 29,075.20 s <u>29,075.25</u> |
| 8 | | 1 | EA | | 2" Water meter assembly, complete in place, | | |
| | | - | | | COMPLETE, for the sum of <u>we housend Five</u> <u>Hundred nine</u> <u>Eighty Nine</u> | <u> _{\$}2,509.89</u> | s2,509.89 |
| 9 | 5115- | 3 | EA | | Cents per each. | | |
| 7 | AW-4 | | | | COMPLETE, for the sum of Seven Hundred. Twelve Dollars and Thirty Eight Cents per each. | \$ <u>712.38</u> | s <u>2,137.14</u> |
| | | | | | L, | | |

NOTE: ITEM NO. 7 HAS BEEN CORRECTED. R.A.V. Page 66 of 96 PUCKED STREET

IFB No. B080245-RV Eastside Service Center New Potable Water Line, Fire Line and Fire Pump Assembly

III. Bid Requirements B. Instructions to Bidders

| | 511S- AW-8 | | | Spec No. | Description with Unit Price in Words | Unit Price | Amount |
|----|----------------|----|----|-------------|--|---------------------|-------------------|
| | | 6 | ËA | | Valves, Gate Type, 8" Diameter, COMPLETE, for the sum of <u>One Thousand One Hundred</u> <u>Fifty Eight</u> <u>Dollars and</u> <u>Twenty</u> <u>Cents per each</u> . | | <u>\$6,949.20</u> |
| | 510- JW-6x4 | - | EA | | Wet Connection, 6" x 4", COMPLETE, for the sum of Three Thousand Thirty Dollars and <u>Cents per each</u> | \$ <u>3,030.6</u> 0 | <u>\$3,030.60</u> |
| 12 | | 24 | EA | | 4'-6" min ht, 6" dia., dome top, concrete-filled hazard yellow Bollard for protection of Fire Hydrant, COMPLETE, for the sum of One Hundred Seventy One Dollars and Thirty Five Cents per each. | \$ <u>171.35</u> | s <u>4,112.40</u> |

NOTE: ADDENDOM NO. 1 DELETED ITEM IL FROM THE GID, RAV

Last Updated 08-08-08 at 2:30 pm IFB No. B080245-RV Eastside Service Center

III. Bid Requirements B. Instructions to Bidders

| Bid Item | COA Spec. Item No. | Est. Bid Quan. | Unit | Tech Spec No. | Description with Unit Price in Words | Unit Price | Amount | |
|--|------------------------------|-------------------|------|---------------------|---|-----------------------|-----------------------|--|
| 13 | 403S 406S 410S 411S | 1 | EA | 11203 | Packaged Fire Pump assembly, complete in place including Fire Punp System skid package, installation, concrete slab,14" suction pipe, discharge pipe, concrete headwall, electrical service and startup, as shown on Plan M-1 COMPLETE, for the sum of One Hundred Eighty The used Five Hundred Seventy Nine Dollars and Thirty Cents per lump sum. | \$ <u>180,579.</u> 30 | \$ <u>-180,579.30</u> | |
| 14 | | 1 | EA | 13125 | Fire Pump assembly Enclosure, complete in place COMPLETE, for the sum of <u>Twenty one Thousand</u> <u>Eive Hundred Thirty Two</u> <u></u> Dollars and <u>Four</u> <u></u> Cents per lump sum. | s <u>21,532.0</u> 4 | <u>s 21,532.04</u> | |
| | | | | | | | | |
| Notes Items not listed here are subsidiary to the construction, such as restriping, traffic control and existing utility adjustments | | | | | | | | |

New Potable Water Line, Fire Line and Fire Pump Assembly

TAX EXEMPT COSTS

\$265,038.00 263,782.95 N.A.V

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

50.25

364.65 R.A.V-

R.A.V

384,087.60

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.

NOTE: The sum of the tax exempt and non-tax exempt costs must equal the Total Amount bid.

Base Bid Total Amount (Items 1 - 14)

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IFB No. B080245-RV Eastside Service Center New Potable Water Line, Fire Line and Fire Pump Assembly

III. Bid Requirements B. Instructions to Bidders

6 # 3 #Z The undersigned acknowledges receipt of the following addenda: \pm 4

| Bidder: | Segura Construction CCC |
|-------------------|-----------------------------|
| Ву: | Durk; & |
| Mailing address: | P.O. Box 9012.8 |
| | Austin, Ty 78709 |
| / Street address: | 5113 Southwest Parkway #230 |
| | Austin, TX 78735 |
| Phone: | 512. 1 637,7030 |

Note: Following listed Abbreviations used for proposed units:

| CY = Cubic Yard | LF = Linear Foot | STA = Stations |
|------------------|------------------|-------------------|
| AC = Acre | EA = Each | SY = Square Yards |
| GAL =Gallon | LS = Lump Sum | LBS = Pounds |
| TONS = Tons | SF = Square Feet | MO = Month |
| MG = Thousand Ga | llons | |

Contract No. 08K00245RV, Eastside Service Center-New Potable Water Line, Fire Line and Fire Pump Assembly

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STATE OF TEXAS §

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 <u>SEGURA CONSTRUCTION LLC</u>, hereinafter referred to as the "Contractor" and shall be binding upon their respective executors, administrators, heirs, successors or assigns;

WHEREAS, the County desires to enter into a contract for the construction of EASTSIDE SERVICE CENTER – NEW POTABLE WATER LINES, FIRE LINE AND FIRE PUMP ASSEMBLY, 10700 FM 969 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 EASTSIDE SERVICE CENTER – NEW POTABLE WATER LINES, FIRE LINE AND FIRE PUMP ASSEMBLY (IFB No. B080245-RV), 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. B080245-RV).

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, <u>EASTSIDE SERVICE CENTER – NEW POTABLE WATER LINES, FIRE LINE AND FIRE PUMP ASSEMBLY</u> in Travis County, Texas, in accordance with the provisions of the aforementioned Contractors' Notice of Construction, the Bid Proposal as awarded by the Commissioners' Court, and the Specifications and Plans marked (<u>IFB NO. B080245-RV</u>) to the satisfaction of the Director of the Facilities Management 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. B080245-RV) 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; performance period begins at Notice to Proceed, and is 60 calendar days for all work except fire pump assembly, and 90 days for the fire pump assembly, through the date of substantial completion.

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 <u>\$384,087.60</u> consisting of <u>\$263,722.95</u> 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 <u>\$120,364.65</u> 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.

DRAFT

Contract No. 08K00245RV, Eastside Service Center-New Potable Water Line, Fire Line and Fire Pump Assembly

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.

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

BY:

TRAVIS COUNTY JUDGE

APPROVED AS TO FORM:

APPROVED:

BY

TRAVIS COUNTY ATTORNEY

COUNTY PURCHASING AGENT

SEGURA CONSTRUCTION LLC

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CERTIFIED FUNDS ARE AVAILABLE

COUNTY AUDITOR, TRAVIS COUNTY

| 08-08 at 2:30 pm | | | | | | | | | | |
|---|-----------------------|-------------|--|--|--------------------|---|--|------------------------------|---|---------------------------|
| 7/30/08 SENT BACK.GMC VENDOR INFO: SEGURA CONSTRUCTION, LLC 5113 SOUTHWEST PKWY #280 AUSTIN, TX 78735 (512) 637-7030 | REQUISITION COMMENTS: | | LINE # ACCOUNT 1 51014058018105 2 51014058018105 | | | 2 RETAINAGE - WATERLINE/ COMMODITY: BUILDING C SUBCOMMOD: RETAINAGE | 1 WATER AND FIR PER DRAWINGS POC: CAROLYN COMMODITY: B SUBCOMMOD: U | SHIP TO LOCATION: FACILITIES | REQUISITION BY: AMY DE | |
| | REQUISITION | BUILDINGS | CAPITAL OUTLAY BUILDINGS CAPITAL OUTLAY | | | FIRELINE/FIRE PUMP CONSTRUCT "SVCS BLDG CONSTRUCT | POR EASTSIDE SERVICE LIFICATIONS 154-4285 CONSTRUCT SVCS ONSTRUCTION | MANAGEMENT | DRAPER 854-9040 | |
| | ITION IS IN THE CURRE | 1 | X P P P | ACCOUNT IN | | ASSEMBLY 19204.38 | ENTER 364883.2 | SUGGESTED VENDOR: S | STATUS: AUDITOR AI REASON: NEW PO - WI | PURCHASE REQUISITION NBR: |
| | RENT FISCAL YEAR. | lde Service | PROJECT XESC01 Eastside Service Ce XESC01 | IFORMATION | REQUISITION TOTAL: | 3 DOL 1.0000 | D | SEGURA CONSTRUCTION | APPROVAL WATER & FIRE LINE FC | DN NBR: 0000440238 |
| | | Center | % 100.00 Center 100.00 | 8 8 8 8 8 8 8 1 1 1 1 1 1 1 1 1 1 1 1 1 | 384087.60 | 19204.38 | 364883.22 | ION, LLC | FOR EASTSIDE SVC CENTER | |
| · | | 384087.60 | AMOUNT 364883.22 19204.38 | | | | | DELIVER BY DATE: | DATE: | |
| | | | | | | | | 7/31/08 | 5/13/08 | |

Last Updated 08-08-08 at 2:30 pm





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

Approved by:

ind V. Sta

Voting Session: Tuesday, August 12, 2008

REQUESTED ACTION: APPROVE MODIFICATION NO. 1 TO CONTRACT NO. PS050117JJ, GRANT DEVELOPMENT SERVICES, NORTH RIDGE ACRES WATERLINE IMPROVEMENTS PROJECT (TNR)

Points of Contact:

Purchasing: Jason G. Walker Department: (TNR), Joe Gieselman, Executive Manager County Attorney (when applicable): John Hille County Planning and Budget Office: Leroy Nellis County Auditor's Office: Susan Spataro, Jose Palacios Other: Melinda Mallia, Christy Moffett

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 November 2, 2004, the Commissioners Court approved contract no. PS050117JJ, in the amount of NTE \$30,000.00, with Grant Development Services (GDS) for the research and identification of possible grants available to be applied for the North Ridge Acres Waterline Improvements project. This approval was a subsequent action to the Commissioners Court approving an exemption order for professional grant development and coordination services by GDS, also on November 2, 2004.

This modification will add additional grant management services, in the amount of \$49,500.00, for four (4) programs providing funding for the North Ridge Acres Waterline - Improvements Project. This \$49,500.00 will include \$1,157.50 from the original contract NTE amount of \$30,000.00, which remains after the final invoice for grant application services was received. The difference of \$48,342.50 is pre-encumbered with req. #445761, and the new contract NTE amount will be \$78,342.50.

Contract Expenditures: Within the last 12 months \$0.00 has been spent against this contract.

Not applicable

Contract-Related Information:

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| Award Amount: | \$30,000.00 (Not-to-Exceed) |
|------------------|-----------------------------------|
| Contract Type: | (Professional Services Agreement) |
| Contract Period: | Through project completion |

Contract Modification Information:

Modification Amount: \$49,500.00 (See Additional Procurement Comments) Modification Type: N/A Modification Period: Through project completion

Solicitation-Related Information:

| Solicitations Sent: | <u>N/A</u> | Responses Received: | <u>N/A</u> |
|---------------------|----------------|----------------------|------------|
| HUB Information: | Not Applicable | % HUB Subcontractor: | <u>N/A</u> |

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.: 445761

Funding Account(s): 001-4985-621-6099

Comments: Req. #445761 (\$48,342.50) combined with P.O. #303268 balance of

\$1,157.50 after final invoice nets \$49,500.00

Statutory Verification of Funding:

 \boxtimes Contract Verification Form: Funds Verified ____ Not Verified ____ by Auditor.

| MODIFICATION OF CONTRA | CT NUMBER: PS05011 | 7JJ, North Ridge | PAGE 1 OF 7 PAGES | |
|--|---|--|--|--------|
| | | ine Improvements | _ | |
| ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701 | PURCHASING AGENT ASST: Jas TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185 | son G. Walker | DATE PREPARED: July 31, 2008 | `, |
| ISSUED TO: Grant Development Services P. O. Box 33043 | MODIFICATION NO.: 1 | | EXECUTED DATE OF ORIGINAL CONTRACT: November 2, 2004 | |
| Austin, TX 78764 | | | | |
| ORIGINAL CONTRACT TERM DATES: 11/2/04 - | - through project completion CU | RRENT CONTRACT TERM DA | TES: <u>11/2/07</u> - through project completion | on |
| FOR TRAVIS COUNTY INTERNAL USE ONL Original Contract Amount: <u>\$30,000.00</u> | Y: Current Modified Amount <u>\$78,342</u> | <u>.50</u> . | | ······ |
| DESCRIPTION OF CHANGES: Except as modified, remain unchanged and in full force | provided herein, all terms, condit and effect. | ions, and provisions of the d | ocument referenced above as heretofo | ore |
| 1. PART I - AGREEMENT, 4. Compensa | | | | |
| The maximum amount of compensatio Three Hundred Forty Two and 50/100 Part II - Payment Schedule of this Cont | Dollars (\$78,342.50). Paymer | id hereunder shall not exc at to the Firm shall be base | eed Seventy Eight Thousand, ed on hourly rate as shown in | |
| 4.1 Payment to the Firm for the additio | nal grant management services, | effective with Modificatio | on 1, shall be lump sum. | · . |
| 2. The additional grant management service contract. | vices, as outlined in attached S | cope of Services (Exhibit | A), are hereby added to the | |
| | | | | |
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| | | | · · · · · · · · · · · · · · · · · · · | |
| | | | | |
| | | | | |
| iote to Vendor: X Complete and execute (sign) your portion of t 1-DO NOT execute and return to Travis County | ne signature block section below for a | line Il copies and return all signed e | aples to Trayis County. | |
| EGAL BUSINESS NAME: . Mont 1 | A | Service in | | |
| BY: | see | | CORPORATION . | |
| SIGNATURE | LA BJRRUS | | □ OTHER | |
| PRINT NAME | | | DATE: | - |
| TTLE: <u>A S. A</u> ITS DULY AUTHORIZED AGENT | 201 | | 8-4-08 | |
| ravis county, rexas by:-Ub/ Gal How cyd/v. grimes/c.p.m., travis county | PURCHASING AGENT | | DATE: 8/5/05 | - 1 |
| RAVIS COUNTY, TEXAS | | | DATE: | · |
| 3Y: | DGE | | | |
| | | | - <u>i</u> | |

Modification No. 1 Contract No. PS050117JW Page 2 of 7

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EXHIBIT A SCOPE OF SERVICES FOR PROFESSIONAL GRANT MANAGEMENT

Northridge Acres Water Project

Travis County is coordinating a water system construction project for the unincorporated urban colonia called Northridge Acres, located in Travis County and Williamson Counties. The construction is being financed by a combination of sources, including grants from the Office of Rural Community Affairs (Non-Border Colonia Program), the Texas Water Development Board, and entitlement programs at Williamson County and Travis County for Community Development Block Grant funds. Each of these programs has unique administrative and audit requirements. To date, there has not been a single entity coordinating administrative activities and assembling documentation for close-out audits.

Grant Development Services (GDS) shall assist the project manager by providing administrative and grant management services for these programs as outlined below:

I. General Duties

- 1. Review project files to determine which grant or contractual requirements have been met.
- 2. Advise the county on steps that must be taken to complete the project to the satisfaction of funding agencies and auditors.
- 3. Coordinate with funding agencies to address administrative requirements and receive grant reimbursement in compliance with program terms.
- 4. Perform the Standard Grant Services, outlined in Part II below, that have not yet been performed for the ORCA and TWDB grants.
- Coordinate with Grant Managers for CDBG entitlement programs in Travis and Williamson Counties to expedite grant administration and reconcile any programmatic differences.

II. Standard Grant Services

A. Project Management

- 1. Develop a record-keeping system consistent with program guidelines, including the establishment of a filing system
- 2. Maintain filing system
- 3. Provide general advice and technical assistance to project personnel on implementation of project and regulatory matters

Modification No. 1 Contract No. PS050117JW Page 3 of 7

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- 4. Assist with documenting procurement of professional consulting engineering services through the request for proposal process, if applicable, and as required by the TCDP regulations
- 5. Furnish project personnel with necessary forms and procedures required for implementation of project
- 6. Assist project personnel in meeting special condition requirements, if stipulated in the contract between the Project personnel and ORCA
- 7. Prepare and submit to ORCA documentation for amending the TCDP contract, if necessary
- 8. Conduct re-assessment of environmental clearance for any program amendments, if necessary
- 9. Prepare and submit quarterly reports (progress and minority hiring)
- 10. Prepare Recipient Disclosure Report form for project personnel signature and submittal
- 11. Establish procedures to document expenditures associated with local administration of the project
- 12. Provide guidance and assistance to project personnel regarding property acquisition, if applicable:
 - Submit required reports concerning acquisition activities to Granting Agencies
 - Establish a separate acquisition file for each parcel of real property acquired
 - Determine necessary method(s) for acquiring real property
 - Assist project manager to obtain Commissioner Court approval if required
 - Prepare correspondence to the property owners for the project manager's signature to acquire the property or to secure an easement
 - Assist project personnel in negotiation with property owner(s)
- 13. Maintain TCDP Property Management register for any property/equipment purchased or leased if necessary
- 14. Serve as liaison for project personnel during any monitoring visit by staff representatives from ORCA, HUD or the Texas Water Development Board.
- B. Financial Management
 - 1. Assist the Project personnel in proving its ability to manage the grant funds to the state's audit division.
- 2. Assist project personnel in establishing and maintaining a bank account (Direct Deposit account) and/or separate local bank account, journals and ledgers.

Modification No. 1 Contract No. PS050117JW Page 4 of 7

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- 3. Assist project personnel in submitting the required Accounting System Certification letter, Direct Deposit Authorization Form (if applicable), and/or Depository/Authorized Signatory form to Department.
- 4. Assist the Transportation and Natural Resources Financial Services Department and the CDBG Program as needed by preparing and/or reviewing all fund draw-downs to ensure orderly, timely payments to all contracting parties within the allotted time period.
- 5. Review invoices received for payment and file back-up documentation and complete files
- 6. Provide general advice and technical assistance to project personnel on implementation of project and regulatory matters
- 7. Assist project personnel in establishing procedures to handle the use of any TCDP program income, if applicable.
- C. Acquisition
- 1. Assist County in preparation of required acquisition report(s).
- 2. Secure documentation of ownership for grantee-owned property and/or ROWs.
- 3. Document that a separate file is maintained for each parcel of real property acquired.
- 4. Consult with project manager on method(s) for acquiring real property for the grant project.
- 5. Provide forms required for method of acquiring real property for the grant project.
- 6. Review County correspondence with property owners.
- 7. Assist project personnel in negotiations with property owner(s).
- 8. Prepare required acquisition reports and submit to ORCA or other agencies as required.
- D. Construction Management
- 1. Establish procedures and files to document expenditures associated with local construction of the project (if force account is applicable).
 - Assist project personnel in determining whether and/or what TCDP contract activities will be carried out in whole or in part via force account labor.
 - Assist project personnel in determining whether or not it will be necessary to hire temporary employees to specifically carry out TCDP contract activities.

Modification No. 1 Contract No. PS050117JW Page 5 of 7 1

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- Assist project personnel in maintaining adequate documentation of personnel, equipment and materials expended/used and their costs.
- 2. Assist project personnel in documenting compliance with all federal and state requirements related to equal employment opportunity.
- 3. Assist project personnel in documenting compliance with all federal and state requirements related to minimum wage and overtime pay requirements.
- 4. Provide assistance to or act as local labor standards officer. Notify Department in writing of name, address, and phone number of appointed labor standards compliance officer.
- 5. Request wage rates from Department.
- 6. Provide sample TCDP contract documents to engineer.
- 7. Review and document procedures taken in the advertisement for bids.
- 8. Review and document procedures taken regarding the ten-day call to Department.
- 9. Review and document procedures taken in the verification of construction contractor eligibility with Department.
- 10. Review and document procedures taken in the review of the construction contract.
- 11. Review and document procedures taken for the conduction of the pre-construction conference and prepare minutes.
- 12. Submit any reports of additional classification and rates to Department.
- 13. Review and document procedures taken with the issuance of the Notice of Start of Construction to Department.
- 14. Review weekly payrolls, including compliance follow-ups.
- 15. Conduct employee interviews.
- 16. Process and submit change orders to Department prior to execution.
- 17. Obtain Certificate of Construction Completion/Final Wage Compliance Report and submit to Department.
- 18. Provide general advice and technical assistance to project personnel on implementation of project and regulatory matters.

Modification No. 1 Contract No. PS050117JW Page 6 of 7

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E. Fair Housing / Equal Opportunity

- 1. Assist project personnel in developing, implementing and documenting new activities to affirmatively further fair housing activities during the contract period.
- 2. Maintain documentation of all project beneficiaries by ethnicity and gender.
- 3. Prepare Section 3 and Affirmative Action Plan.
- 4. Prepare documents pertaining to Section 504 requirements.
- 5. Provide applicable equal opportunity provisions and certifications for inclusion in bid packet
- F. <u>Relocation (if applicable to project)</u>
- 1. Prepare and submit local relocation guidelines to Department for approval.
- 2. Assist project personnel in identifying individuals to be relocated and prepare appropriate notices.
- 3. Interview relocatees and identify assistance needs.
- 4. Maintain a relocation record for each individual/family.
- 5. Provide education/assistance to relocatees.
- 6. Inventory local available housing resources and maintain a referral list.
- 7. Issue appropriate notices to relocatees.
- . 8. Ensure that all payments are made in a timely manner.
- G. <u>Audit / Close-out Procedures</u>
- 1. Prepare the final Project Completion Report, including Minority Business Report, Recipient Disclosure/Update Report, documentation of fair housing activities and Certificate of Completion.
- 2. Assist project personnel in resolving any monitoring and audit findings.
- 3. Assist project personnel in resolving any third party claims.
- 4. Provide auditor with TCDP audit guidelines.

Modification No. 1 Contract No. PS050117JW Page 7 of 7 Ę

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III. Costs

The services described in this document shall be provided for a fee not to exceed \$49,500.

IV. Payment Schedule

Services shall be reimbursed, upon receipt of proper invoices, as the following milestones are completed:

| | Milestone | % Fee | |
|----|--|------------|--|
| 1. | Establishment of Record-keeping System | 10% | |
| 2. | Completion of all Acquisition Activities | 5% | |
| 3. | Completion of the Bid/Contract Award Process | 10% | |
| 4. | Labor Standards Compliance | 10% | |
| 5. | Comply with EEO / Fair Housing Requirements | 10% | |
| 6. | Process draws and reimbursements | 10% | |
| 7. | Financial monitoring | 15% | |
| 8. | Completion of Construction | 15% | |
| 9. | Filing of all Required Close-out and Audit Information | <u>15%</u> | |
| | Total | 100% | |



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

July 24, 2008

TO: Cyd Grimes, Purchasing Agent Can B- Jo An FROM: Joseph P. Gieselman, Executive Manager

SUBJECT: Amendment #1 – Northridge Acres Water Line Project Contract # PS050117JJ PO Number: 303268

TNR is requesting approval of amendment number one to the Grant Development Services professional services agreement. This amendment will increase the not-to-exceed amount for this agreement by \$48,342.50 from \$30,000.00 to \$78,342.50. The \$48,342.50 is for the addition of \$49,500.00 of grant management services and the deletion of (\$1,157.50) of grant application services.

The modification is requested to obtain grant management services for four programs providing funding for the Northridge Acres Water Line project. Additional detail for this work is provided in the attached Scope of Work.

The funds for this amendment are encumbered under requisition number 445761. The account is 001-4985-621-6099 and commodity/sub-commodity code information is 961/020.

If you have any questions or require additional information please contact Donna Williams at extension 47677 or Melinda Mallia at extension 44460.

MSM:DW:JPG:dlw

Attachment: Scope of Work for Professional Grant Management

Jason Walker, Purchasing Melinda Mallia, TNR Donna Williams, TNR Christy Moffet, CDBG

SCOPE OF SERVICES FOR PROFESSIONAL GRANT MANAGEMENT

Northridge Acres Water Project

Travis County is coordinating a water system construction project for the unincorporated urban colonia called Northridge Acres, located in Travis County and Williamson Counties. The construction is being financed by a combination of sources, including grants from the Office of Rural Community Affairs (Non-Border Colonia Program), the Texas Water Development Board, and entitlement programs at Williamson County and Travis County for Community Development Block Grant funds. Each of these programs has unique administrative and audit requirements. To date, there has not been a single entity coordinating administrative activities and assembling documentation for close-out audits.

Grant Development Services (GDS) shall assist the project manager by providing administrative and grant management services for these programs as outlined below:

I. General Duties

- 1. Review project files to determine which grant or contractual requirements have been met.
- 2. Advise the county on steps that must be taken to complete the project to the satisfaction of funding agencies and auditors.
- 3. Coordinate with funding agencies to address administrative requirements and receive grant reimbursement in compliance with program terms.
- 4. Perform the Standard Grant Services, outlined in Part II below, that have not yet been performed for the ORCA and TWDB grants.
- 5. Coordinate with Grant Managers for CDBG entitlement programs in Travis and Williamson Counties to expedite grant administration and reconcile any programmatic differences.

II. Standard Grant Services

A. Project Management

- 1. Develop a record-keeping system consistent with program guidelines, including the establishment of a filing system
- 2. Maintain filing system
- 3. Provide general advice and technical assistance to project personnel on implementation of project and regulatory matters

- 4. Assist with documenting procurement of professional consulting engineering services through the request for proposal process, if applicable, and as required by the TCDP regulations
- 5. Furnish project personnel with necessary forms and procedures required for implementation of project
- 6. Assist project personnel in meeting special condition requirements, if stipulated in the contract between the Project personnel and ORCA
- 7. Prepare and submit to ORCA documentation for amending the TCDP contract, if necessary
- 8. Conduct re-assessment of environmental clearance for any program amendments, if necessary
- 9. Prepare and submit quarterly reports (progress and minority hiring)
- 10. Prepare Recipient Disclosure Report form for project personnel signature and submittal
- 11. Establish procedures to document expenditures associated with local administration of the project
- 12. Provide guidance and assistance to project personnel regarding property acquisition, if applicable:
 - Submit required reports concerning acquisition activities to Granting Agencies
 - Establish a separate acquisition file for each parcel of real property acquired
 - Determine necessary method(s) for acquiring real property
 - Assist project manager to obtain Commissioner Court approval if required
 - Prepare correspondence to the property owners for the project manager's signature to acquire the property or to secure an easement
 - Assist project personnel in negotiation with property owner(s)
- 13. Maintain TCDP Property Management register for any property/equipment purchased or leased if necessary
- 14. Serve as liaison for project personnel during any monitoring visit by staff representatives from ORCA, HUD or the Texas Water Development Board.
- B. Financial Management
- 1. Assist the Project personnel in proving its ability to manage the grant funds to the state's audit division.

- 2. Assist project personnel in establishing and maintaining a bank account (Direct Deposit account) and/or separate local bank account, journals and ledgers.
- 3. Assist project personnel in submitting the required Accounting System Certification letter, Direct Deposit Authorization Form (if applicable), and/or Depository/Authorized Signatory form to Department.
- 4. Assist the Transportation and Natural Resources Financial Services Department and the CDBG Program as needed by preparing and/or reviewing all fund draw-downs to ensure orderly, timely payments to all contracting parties within the allotted time period.
- 5. Review invoices received for payment and file back-up documentation and complete files
- 6. Provide general advice and technical assistance to project personnel on implementation of project and regulatory matters
- 7. Assist project personnel in establishing procedures to handle the use of any TCDP program income, if applicable.
- C. Acquisition
- 1. Assist County in preparation of required acquisition report(s).
- 2. Secure documentation of ownership for grantee-owned property and/or ROWs.
- 3. Document that a separate file is maintained for each parcel of real property acquired.
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- 1. Establish procedures and files to document expenditures associated with local construction of the project (if force account is applicable).
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- 2. Assist project personnel in documenting compliance with all federal and state requirements related to equal employment opportunity.
- 3. Assist project personnel in documenting compliance with all federal and state requirements related to minimum wage and overtime pay requirements.
- 4. Provide assistance to or act as local labor standards officer. Notify Department in writing of name, address, and phone number of appointed labor standards compliance officer.
- 5. Request wage rates from Department.
- 6. Provide sample TCDP contract documents to engineer.
- 7. Advertise for bids.
- 8. Make ten-day call to Department.
- 9. Verify construction contractor eligibility with Department.
- 10. Review construction contract.
- 11. Conduct pre-construction conference and prepare minutes.
- 12. Submit any reports of additional classification and rates to Department.
- 13. Issue Notice of Start of Construction to Department.
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- 2. Maintain documentation of all project beneficiaries by ethnicity and gender.
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- 4. Prepare documents pertaining to Section 504 requirements.
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 - 1. Prepare and submit local relocation guidelines to Department for approval.
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 - 7. Issue appropriate notices to relocatees.
 - 8. Ensure that all payments are made in a timely manner.
- G. Audit / Close-out Procedures
- 1. Prepare the final Project Completion Report, including Minority Business Report, Recipient Disclosure/Update Report, documentation of fair housing activities and Certificate of Completion.
- 2. Assist project personnel in resolving any monitoring and audit findings.
- 3. Assist project personnel in resolving any third party claims.
- 4. Provide auditor with TCDP audit guidelines.

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|----|--|------------|----------|
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| 4. | Labor Standards Compliance | 10% | |
| 5. | Comply with EEO / Fair Housing Requirements | 10% | |
| 6. | Process draws and reimbursements | 10% | |
| 7. | Financial monitoring | 15% | |
| 8. | Completion of Construction | 15% | : |
| 9. | Filing of all Required Close-out and Audit Information | <u>15%</u> | |
| | Total | 100% | |

GM200I13_ast Updated 08-08-08 at 2:30 pm 8/01/08 TRAVIS COUNTY 11:10:44 Fiscal Year 2008 Account Balance Inquiry 1-4985-621.60-99 Account number . . . : 85 CUSTOMER SERVICES
62 INFRA-ENV SCVS (TRNS&RDS)
1 TNR (TRANS & NATRL RESRC) Sub activity . . . : 60 OTHER PURCHASED SERVICES Element : Object 99 OTHER PURCHASED SERVICES Original budget 106,719 432,010 07/17/2008 5,775.29 Actual expenditures - ytd . . . : Unposted expenditures : 181,618.68 .00 Encumbered amount : 77,184.21 Unposted encumbrances : .00 77,902.50 Pre-encumbrance amount : Total expenditures & encumbrances: 342,480.68 79.38 20.7 89,529.32 Unencumbered balance : F5=Encumbrances F7=Project data F8=Misc inquiry F10=Detail trans F11=Acct activity list F12=Cancel F24=More keys

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<code>PI200R01Last</code> Updated 08-08-08 at 2:30 pm

TRAVIS COUNTY Pre-Encumbrance Detail

8/01/08 11:10:51

| Position to Requisi | HASED SERVICES | S / OT | HER PURCHASED SERVICE |
|--|---|-----------------------------|-----------------------|
| Type selections, press Enter 1=Select Requisition Purchase Opt Number Order 0000420972 0000445761 | Amount 29,560.00 48,342.50 | Year 2008 2008 | Project |

F12=Cancel

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PURCHASE REQUISITION NBR: 000004457/61

| 4 | REQUISITION BY: DONNA WILLIAMS 854-76777 | STATUS: READY FOR E REASON: MODIFY PO#30 | FOR BUYER PROCESS PO#303268 CONTRACT # | #PS050117JJ ATTN: MARVIN | DATE: 7/2 | 7/22/08 |
|-------------|--|---|---|---|----------------------|--------------|
| IHS | SHIP TO LOCATION: TNR ADMIN - 11TH FLR | SUGGESTED VENDOR: | SI125 GRANT DEVELOPMENT | ELOPMENT SERVICES | DELIVER BY DATE: 7/2 | 7/22/08 |
| LINE NBR | DESCRIPTION | QUANTITY UOM | | UNIT EXTEND COST COST | VENDOR PART NUMBER | 18 E.R |
| H | MANAGEMENT AND REPORTING SERVICES FOR TRAVIS COUNTY'S OFFICE OF RURAL AND COMMUNITY AFFAIRS (ORCA) NORTHRIDGE WATERLINE GRANT COMMODITY: MISC. PROFESSIONAL SVCS SUBCOMMOD: CONSULT/MAXIMUS CNT ONLY | 48342.50 | рог. 1.0000 | 00 48342.50 | , « ⁻ | |
| (| | _ | REQUISITION TOTAL: | L: 48342.50 | | |
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| 1 LINE | <pre># ACCOUNT 00149856216099 OTHER PURCHASED OTHER PURCHASED</pre> | PR(SERVICES SERVICES | PROJECT | 4 8 00.00 | AMOUNT 48342.50 | |
| | | | | | 48342,50 | |
| | REQU | REQUISITION IS IN THE CURRENT | RENT FISCAL YEAR. | | | |

REQUISITION COMMENTS:

20080724 RT COURT 7/28/08 CONTRACT PO MODIFICATION.APD.GMC

(

Last Updated 08-08-08 at 2:30 pm



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

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

Voting Session: Tuesday, August 12, 2008

REQUESTED ACTION: APPROVE CONTRACT AWARD FOR AN INTERACTIVE VOICE RESPONSE SYSTEM FOR TRAVIS COUNTY, RFP NO. P080107-LC, TO THE HIGHEST RANKED PROPOSER, MITEL TECHNOLOGIES, INC. (COUNTY CLERK, ELECTIONS)

Points of Contact:

Purchasing: Lori Clyde, 854-4205Department: COUNTY CLERK: Dana DeBeauvoir; Gail Fisher, 854-9193;854-9857; TAX OFFICE: Tina Morton, 854-9706County Attorney (when applicable): Tenley AldredgeCounty Planning and Budget Office: Leroy NellisCounty Auditor's Office: Susan Spataro and Jose PalaciosOther:

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 system will manage the call flow during early elections and on Election Day for the County Clerk.

A Request for Proposal was issued February 27, 2008 for an Interactive Voice Response System. Three proposals were received March 27, 2008. After evaluating the proposals and receiving Best and Final Offers, the committee recommends awarding to Mitel Technologies, Inc. as the best-fitting solution for the County. The cost of the system, hardware and software, is \$116,922.00. After the 12-month warranty, the cost of the maintenance for year two is \$10,800.00. Thereafter, there is a 3% cap on the annual maintenance cost.

Contract Expenditures: Within the last 12 months \$0.00 has been spent against this contract.

] Not applicable

> Contract-Related Information:

| Award Amount: | \$116,922.00 | Fixed Amount |
|--------------------|----------------|---------------------|
| Contract Type: | Purchase/Maint | enance |
| Contract Period: - | August 12, 200 | 8 – August 11, 2009 |

Solicitation-Related Information:

| Viewed: 50 | Responses Received: | <u>3</u> |
|----------------------|----------------------|----------|
| 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.:

□ Funding Account(s) 001-1230-821-8013, 056-1230-523-8013

Comments: The County Clerk is in the process of transferring funds to 056-1230-523-8013.

Statutory Verification of Funding:

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



DANA DeBEAUVOIR Travis County Clerk

(512) 854-9188
 P. O. Box 149325, Austin, TX 78714-9325
 5501 Airport Boulevard, Austin, Texas 78751-1410

 (Recording, Elections, Computer Resources, Accounting, and Administration Divisions)

 1000 Guadalupe, Austin, Texas 78701-2328

 (Misdemeanor Records, Civil/Probate, and Records Management Divisions)

 www.co.travis.tx.us

July 28, 2008

- TO: Cyd Grimes, Purchasing Agent Lori Clyde, Purchasing Agent Assistant
- FROM: Dana DeBeauvoir
- RE: Recommendation for Purchase of Elections IVR Phone System

After careful review, we would like to recommend acceptance of the best and final offer presented by Mitel. Based on our evaluation this is the best proposal for Travis County's needs. We would like to go with their Revised Option 2 with one exception. We are not interested in purchasing the EHD (Elections Help Desk) Module as this time, but appreciate the ability to keep this option available at this price until December 31, 2009. The ITS budget is funding this project from account 001-1230-821-8013.

Please let us know if you have any questions.

Thank you.

GM200I15 ast Updated 08-08-08 at 2:30 pm 8/04/08 TRAVIS COUNTY Fiscal Year 2008Account Balance InquiryAccount number . . . :1-1230-821.80-13 12:37:03 Fund : 001 GENERAL FUND Department : 12 INFORMATION & TELECOMMUNI Division : 30 OPERATIONS Activity basic . . : 82 CAPITAL AQUISITION FUNDS Sub activity . . . : 1 GENERAL GOVERNMENT Element : 80 CAPITAL EQUIPMENT Object : 13 EDUCATN/COMMUNICATNS EQMT 75,000 79,954 10/01/2007 4,954.00 .00 .00 1.25 Unposted encumbrances : .00

| | Account Balance Inqui 56-1230-523.80-13 056 ELECTIONS CONTRACT 12 INFORMATION & TELE 30 OPERATIONS 52 GENERAL GOVERNMENT 3 INFORMATION SYSTEM 80 CAPITAL EQUIPMENT | FUND COMMUNI S MGMT | 8/0 12:3 | 4/08 7:23 |
|-------------------------|---|---------------------------|-------------|--------------|
| Original budget | | 0 | | |
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| Encumbered amount | : | .00 | | |
| Unposted encumbrances | | .00 | | |
| Pre-encumbrance amount | | .00 | | |
| Total expenditures & en | cumbrances: | .00 | 0.0% | |
| Unencumbered balance . | | .00 | 0.0 | |
| F5=Encumbrances F7=Pro | | isc inquiry | | |
| F10=Detail trans F11=Ac | | Cancel | | eys |

CONTRACT WITH MITEL [NEED REST OF BIZ NAME] FOR INTERACTIVE VOICE RESPONSE SYSTEM

This Contract for an Interactive Voice Response ("IVR") System (this "Contract") is entered into by and between Travis County, Texas, a political subdivision of the State of Texas ("County"), and Mitel ______, a _____ corporation ("Contractor").

WHEREAS, County requested proposals from qualified companies for the procurement of a turnkey interactive voice response system (the "System"), together with associated maintenance and support services (to include training and installation), for the Office of the Travis County Clerk, Elections Division (the "Elections Division") pursuant to RFP # P080107-LC (the "RFP"); and

WHEREAS, Contractor submitted the successful proposal under the RFP, and all amendments, modifications and addenda thereto.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1.0 TERM OF CONTRACT

1.1 <u>Term of Contract</u> The term of this Contract shall commence upon award by the Travis County Commissioners Court (the "Commissioners Court") and shall continue in full force and effect for the life of the System, unless sooner terminated as provided herein.

1.2 <u>Term of Warranty</u>. Contractor shall provide the maximum warranty offered by the manufacturer (not less than one (1) year). The warranty period shall begin upon completion of installation and full testing and acceptance of the System by County.

1.3 <u>System Maintenance Fees</u>. For each year after the warranty period during which County accepts continued maintenance support for the System, including all products and/or services provided under this Contract, the annual license/maintenance fee shall not increase more than three percent (3%) annually over the prior year's license/maintenance fee.

2.0 CONTRACT PRICING SCHEDULE

2.1 Contractor's obligations with respect to delivery, installation and implementation of the System and associated services, and County's obligations with respect to payment for the same, shall be as set forth in Contractor's Best and Final Offer in Response to RFP #P080107-LC, dated July 24, 2008 (the "BAFO"), a copy of

which is attached hereto as **Attachment A** (entitled, "Revised Option 2 Mitel/Voice4net Recommended Solution").

3.0 CONTRACTOR OBLIGATIONS

3.1 Contractor shall, in a timely manner, install, implement and maintain the System and provide the services described in this Contract and its attachments in accordance with their terms and conditions, and in compliance with the assurances, certifications, and all other statements made by Contractor in the most recent version of its Proposal submitted in Response to RFP # P080107-LC (including any changes or deviations agreed to in writing by the parties) (the "Proposal"), in the Specific Requirements, attached hereto as **Attachment B** and in the General Provisions, attached hereto as **Attachment C**. All software and hardware (or components thereof) and all services provided under this Contract shall be the latest improved model meeting specifications in current production at the time of delivery.

3.2 The purpose of this Contract is to procure an IVR System for the Office of the Travis County Clerk, Elections Division, that satisfies or exceeds the requirements set forth in RFP # P080107-LC and in Attachments A, B and C. Contractor acknowledges and agrees that this Contract (and specifically, **Attachment A**) includes pricing for all required hardware, software, configuration, installation, implementation, accessories, system warranty and post-warranty support, and that the System supplied shall be new, complete and sufficient so as to provide the intended services.

3.3 The System shall be secure, comply with all Travis County Information Security Requirements, and provide appropriate levels of confidentiality, integrity, availability and non-repudiation, as such terms are defined in Section 37 of the General Provisions (**Attachment C**). The System must also meet or exceed all federal, state and local government laws and regulations, governing the creation, use, storage, access, accessibility, maintenance, processing and transmission of information assets.

4.0 CONTRACTOR REPRESENTATIONS AND WARRANTIES; IMPLIED SERVICES

4.1 Contractor warrants that it has thoroughly examined the general and specific requirements, schedules, instructions and all other Contract documents. No plea of ignorance by Contractor of conditions that exist as a result of failure or omission on the part of Contractor to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the Contract documents, will be accepted as a basis for varying the requirements of Travis County or the compensation to Contractor.

4.2 Contractor warrants that it is fully satisfied that the specifications set forth in the RFP and other Contract documents accurately describe or indicate that all conditions, site or otherwise, have been taken into account in determining the offered prices. There will be no increase in the quoted Contract prices based upon Contractor's misunderstanding or lack of knowledge about the intent of the RFP and other Contract documents.

4.2 Contractor warrants that all of the information provided in its Proposal is true and correct and that Contractor will use its best efforts to provide a quality IVR System, and associated maintenance and support, services to County. Specifically, this warranty extends to all statements and/or representations made by Contractor in its Proposal. Contractor warrants that all system services and products provided to County hereunder shall be fully tested, and ready for installation.

4.3 Contractor acknowledges and agrees that if any services, functions or responsibilities not specifically described in this Contract are required for the proper performance and provision of the System, they shall be deemed to be implied by and included within the scope of this Contract to the same extend and in the same manner as if specifically described herein. Except as otherwise expressly provided in this Contract, Contractor shall be responsible for providing the facilities, personnel and other resources as necessary to provide the System and associated maintenance and support services.

5.0 PURCHASE ORDER

5.1 Contractor will not release any items or perform any services until a purchase order number is assigned by the designated representative of the County Purchasing Office. Contractor will reference contract and purchase order on all invoices submitted to the Travis County Auditor. Upon issuance of a purchase order, the contract administrator will call the Contractor with the items needed to be supplied. Contractor must respond by supplying the items at the time required. Failure to act in this manner may result in termination of this Contract.

6.0 CONTRACT ADMINISTRATOR

6.1 For purposes of monitoring performance, establishing requirements, approving and coordinating schedules, users, and equipment, the County department named below shall act as contract administrator on behalf of Travis County:

> Travis County Clerk Gail Fisher (or successor or designee) Travis County Clerk's Office 5501 Airport Blvd. Austin, Texas 78701 (854) 854-9193

7.0 DELIVERIES:

7.1 All deliveries will be "inside delivery" to the Office of the Travis County Clerk, Elections Division, 5501 Airport Blvd., Austin, Texas 78701, to a room specified on the purchase order. Contractor shall notify Gail Fisher, at (512) 854-9193, at least 24 hours prior to delivery. Travis County personnel will determine final acceptance of the System after completion of inspection and testing.

8.0 ATTACHMENTS

8.1 The attachments enumerated below are hereby made a part of this Contract, and constitute promised performances by Contractor in accordance with Section 3.0 of this Contract:

- (i) Attachment A: BAFO
- (ii) Attachment B: Specific Requirements
- (iii) Attachment C: General Provisions
- (iv) Attachment D: Ethics Affidavit
- (iv) Attachment E: Conflict of Interest Questionnaire

10.0 ENTIRE CONTRACT

10.1 This Contract represents the final written agreement between the parties with respect to the subject matter herein and supersedes any and all prior negotiations, representations, or agreements, either oral or written.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date(s) set forth below. The effective date of this Contract (the "Effective Date") shall for all purposes be the date of the execution of the last to sign, whether County or Contractor.

TRAVIS COUNTY, TEXAS:

APPROVED AS TO FORM:

____^{__}

County Attorney

AVAILABILITY OF FUNDS CONFIRMED:

Susan Spataro, Travis County Auditor

Date:_____

COMPLIANCE WITH LAW AND POLICY CONFIRMED AND APPROVED:

Cyd V. Grimes, Travis County Purchasing Agent

Date:_____

Attachment A BAFO Revised OPTION 2 Mitel/Voice4net RECOMMENDED SOLUTION (based on Travis County meeting feedback)

| | One time expense | Annual Maintenance or License | |
|--|------------------|----------------------------------|-------------------|
| Operating System Software | | | |
| Licenses | Included | | |
| Professional Services (Labor) | Included | | |
| Maintenance | | | |
| | | | |
| Hardware (list components of each) | | | |
| Server- EPBX Premium Telecom Server | \$ 54,340.00 | | *Option Included |
| Text-to-Speech- | Included | | |
| Web Access- | Included | | |
| Text-to-FAX | \$ 3,087.50 | | |
| | | | |
| Data Base | | | |
| License(s) | Included | | |
| Professional Services (Labor) | Included | | |
| Maintenance | | | |
| | | | |
| Application Software | | | |
| Elections Module | \$ 18,525.00 | | |
| **EHD (Elections Help Desk) Module | \$ 9,880.00 | | *Option included |
| ** Outbound Broadcast Module (EBS) | \$ 11,732.50 | | * Option included |
| Text-to-Speech - | | | |
| | \$ 8,892.00 | | |
| Professional Services (Labor) | Included | | |

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| Maintenance | | |
|---|----------------------------|---|
| | | |
| Text-to-FAX - | | |
| License(s) | \$ 8,645.00 | |
| Professional Services (Labor) | Included | |
| Maintenance | Included | |
| | | |
| Web Access - optional | Included | |
| License(s) | Included | |
| Professional Services (Labor) | Included | |
| Maintenance | | |
| | | |
| Training & Installation | \$ 5,700.00 | *11/08 Presidential Election on site |
| Remote Off-Site Backup | \$ 6,000.00 | |
| Total System Price | \$ 126,802.00 \$ 10,800.00 | |
| | | |
| Hourly rate for services not | | |
| covered in the proposed | \$300.00 | |
| maintenance agreement- | | |
| *Options Included from Travis RFP Request | RFP Request | |

** Option pricing is good until December 31, 2009 and must be purchased by December 31, 2009.

Attachment B Specific Requirements

1.0 SCOPE OF SERVICE:

The purpose of this Contract is for the provision by Contractor of a turnkey solution for an Interactive Voice Response (IVR) System for the Travis County Clerk's Elections Division. The Travis County Clerk's Office requires a new IVR System that can handle callers requiring information about frequently asked questions concerning the Elections Division, processes involving elections in general, and questions about upcoming elections. Contractor has agreed to and shall, pursuant to this Contract, supply all hardware and software constituting the new System, coordinate with the Travis County ITS department for installation, as well as provide all necessary installation, programming, testing, maintenance, support, training, and documentation as part of this Contract.

Travis County currently has over 535,000 registered voters in 217 precincts. During the last election, Travis County used 200 Election Day polling locations, 25 permanent Early Voting locations, and 75 Early Voting Mobile locations. The Early Voting permanent locations operate for 12 consecutive days before each election. Each Early Voting Mobile location operates for one of the 12 days during Early Voting. There may be as many as 7 locations open on any one of those 12 days. The rapid growth in Travis County means the new System must be scalable to service up to 730,000 registered voters in 300 precincts.

Election turnout over the years has ranged from 2% for a low interest Party Primary Run-off election to almost 80% for presidential elections. The volume of calls substantially increases with larger turnout elections.

Since 2000, Travis County Elections has used the DRAKE Automated Attendant System from Drake Communications in Dallas, Texas. The system runs on 4 proprietary ISA BUS cards in an industrial chassis and each card has 4 ports for a total of 16 lines.

Only qualified technicians will be permitted to perform installation, configuration, removal, warranty services, and post-warranty maintenance.

2.0 SYSTEM COMPATIBILITY:

The IVR is anticipated to be located in the County Clerk's Airport Boulevard computer room. The System shall be able to either interface with the Voter Registration AS400 system hosted by the Travis Tax Assessor Collector, or be updated daily or at acceptable regular intervals with a copy of the system supplied to the vendor by the County Clerk or Voter Registrar.

Current hardware/software configuration:

- Voter Registration System: EZAccess on AS400
- Phone Lines: Plexar

Anticipated future hardware/software configuration:

- Voter Registration System: EZAccess on AS400
- Phone Lines: County switch Nortell 81C

4.0 **REQUIREMENTS AND GENERAL CRITERIA:**

4.1 Contractor understands Travis County Elections does not anticipate internal resources to maintain the IVR System once implemented and will depend on Contractor to provide all related services under provisions of a maintenance agreement.

4.2 Contractor shall provide a project manager to consult with Travis County personnel regarding every aspect of System development and implementation.

4.3 Contractor shall perform all programming and recordings tasks for development and ongoing support including custom reports.

- 4.4 Contractor shall satisfy County's other software and hardware concerns as follows:
 - The software component of the system shall be placed in escrow
 - If the server supplied by Contractor is a Windows server, virus and firewall protection shall be provided
 - Contractor shall provide the primary programming language for the system
 - Contractor shall provide dual power supplies of at least RAID-5 with a hot spare, or provide recommendations for a high availability solution
 - Contractor shall provide backup solutions

4.5 Functionality including but not limited to: Maximum Points 830

| Description | NO | YES | Maximum Points |
|---|----|-----|----------------|
| 1. MANDATORY. Ability to inform caller of information related to elections such as, location, business hours, and contact information as well as information on campaign finance, ballot by mail, and becoming an elections worker. | | x | 50 |

| ePBX [™] (brand name of vendor IVR product) is a fully functional auto attendant and database driven IVR system. Configuration of menus, transfers, schedules, information lines and other menu functions of the IVR do not require programming. The GUI (Graphical User Interface) will allow county personnel to create, modify and manage these functions with very little training and knowledge of telecom systems. The vendor will assist with all setup and configuration and recordings needed to ensure an easy and timely implementation. Also, since the vendor is already serving several Texas counties for this exact application. Much of the configuration assistance that the vendor will provide Travis county has already been done. This will ensure a timely implementation while allowing Travis county to configure the system for its specific needs. | | |
|---|---|----|
| 2. MANDATORY. Ability to inform caller of specific election related information such as important dates and times for all elections programs; and dates, times, and locations for Early Voting and Election Day polling locations; and dates, times and deadlines for specific ballot by mail and campaign finance periods. | X | 50 |
| Recordings, schedules and messages are controlled by the menu system built within the ePBX [™] platform. Every item listed here can be configured, recorded and placed into production immediately after the final call flow specification is provided. Vendor will assist the county in creating the call flow specification as part of this proposal. | | |
| Also, see #1 above relating to most of this work already being completed. | | |
| 3. MANDATORY. Ability to handle an unlimited number of elections simultaneously that have overlapping voting periods. The ePBX [™] system is capable of handling thousands of incoming DID numbers that can execute specific applications for each number. So the county will have complete configuration control over what election | X | 50 |
| menus are executed based on date/time or inbound number or other data driven mechanism as needed. | | |
| 4. MANDATORY. Ability to easily switch to different scripts that indicate options for business hours, after hours, and holidays in | X | 50 |

.

| addition to provide for different change of the elections process. | | |
|---|----------|----|
| addition to scripts for different stages of the elections process. This function is built into the ePBX [™] platform and is | | |
| easily managed using a browser based graphical user | | |
| interface. The system will handle multiple schedules, | | |
| preset holidays or other preset functions as desired by | | |
| the county. | | |
| 5. MANDATORY. Ability for poll workers to call and confirm the | X | 50 |
| registration of a voter not on the registration list | | 50 |
| The Election Module that is built into the ePBX™ | | |
| platform will allow the county to setup a special line that | | |
| poll workers may dial into and get this information | | |
| quickly. The system will prompt them for the voter's zip | | |
| code, date of birth and street number. We have found | | |
| this to create a 100% match function within the voter | | |
| registration database. | | |
| | | |
| It is also recommended that this same functionality be | | |
| offered to the voters calling in trying to find their | | |
| precinct polling location. This reduces the call volume | | |
| requirements placed on election staff during peak | | |
| volumes of election related traffic. | | |
| 6. MANDATORY. Ability for caller to easily navigate anywhere | X | 50 |
| within the active script and to listen to information as many | | |
| times as they want. Must provide for caller to bypass narrative | | |
| and proceed to next prompt at any decision point requiring an | | |
| entry | | |
| This menu control with repeat functions and navigation | | |
| functions may be easily configured and updated by the | | |
| county. The vendor has this exact application operating | | |
| in many Texas counties and will assist Travis in creating | | |
| a pleasant caller experience for the voters. | | |
| 7. MANDATORY. Ability to transfer to other Travis County | X | 50 |
| departments, or talk to the Elections Call Center/agent at any | | |
| time. Must provide for caller option to transfer to a phone pool | | |
| attendant or a known county extension number | | |
| The ePBX [™] platform will support any style of transfer | | |
| out of the system menus to any location. This includes | | |
| DID numbers, extensions and hunt groups as configured | | |
| by the county. 4-digit dialing would require integration | | |
| into the Nortel PBX and may also be supported. Or, any | | |
| 10-digit dialing is supported without PBX integration. | | |
| 8. MANDATORY. When a transfer to an operator or other | X | 50 |
| departments is made, the port must become open to new | | |
| callers. | | |

| This is supported as long as the carrier connection or PBX connection supports it. If the IVR is connected to Plexar lines then it will behave just like a flash hook and free up the port upon the transfer. If the IVR is connect to the PBX (Nortel) then it will do a digital equivalent of the flash hook function and release the call to the Nortel and free up the port immediately. | | |
|--|---|----|
| 9. MANDATORY. Must have flexibility in programming to repeat an option for a specified number of times before disconnecting if the caller does not make a selection. | X | 50 |
| This function is entirely controlled by the admin interface so that the county can offer this function via any menu. | | |
| 10. MANDATORY. Provide for playing music during designated wait periods or while being transferred to an attendant. | X | 50 |
| This function is supported. WAV files are allowed for music on hold files as well as FAQ style information. (i.e. "did you know that"?) | | |
| 11. MANDATORY. Must have reporting capabilities that may be viewed electronically, sent via email to be viewed by a non-user of the system, and printed as a hard copy | X | 50 |
| The ePBX [™] platform provides for detailed reporting on call volume and traffic analysis and it also provides specific voter reporting to display the type of calls and what was done on each call to help manage the usability of the system. Reports may be printed, emailed or exported in Excel format for further manipulation. In | | |
| addition, since the system is a SQL based standard system other 3 rd party reporting tools such as Crystal Reports may be used to generate custom reports. | | |
| 12. MANDATORY. Reports must include but not be limited to: User ID, time, date, and activity of access to system by vendor or Elections Division staff; total # of calls during any designated time period; # of calls per port during any designated period;, # of hits on each option during any designated period; # of hits on each option by caller; time per call during any designated period; dropped calls; and historical data of all of the above by any designated time period. | X | 50 |
| Each of the reports listed above will be included in the IVR application set. The county will be able to easily pull these reports in real time or as historical data. The ePBX [™] system keeps this data within an included SQL database for long term historical or real time reporting. | | |

| 13. Ability to convert certain forms (Such as voter registration forms, ballot by mail applications, and change of address forms) to FAX output and sends to a telephone number provided by the caller without staff intervention. | X | 20 |
|---|---|----|
| FAX conversion and support is a built in function of the ePBX [™] platform. The county will be able to convert Word, Excel, PDF, JPG documents to the required fax format and load those forms into the IVR database. Then, these forms can be easily accessed by the menus that are setup in the configuration. The IVR will prompt the caller for the fax number and the form will be immediately queued up and sent to that number. | | |
| Also, if desired, the IVR system may act as an inbound fax server with additional configuration by converting inbound faxes to TIF files and automatically routing them to specified email accounts. | | |
| 14. Ability to interface with a voter registration data source in order to allow voters to look up their voter data, find their voting precinct, find the nearest Early Voting polling locations including mobile locations, find their Election Day polling location, and find their ballot by mail status (application date received, ballot date sent, ballot date received, no application received, or no ballot received). | X | 20 |
| The ePBX [™] platform is fully SQL compliant and has its own database where voter data can be refreshed at any periodic time frame. This option allows the county to ensure data availability without relying on direct database or network connections. The refresh function is easily scheduled using automated tools to prevent the need for manual intervention. Also, the system will support direct connections to 3 rd party data sources including AS/400 DB2 data sources. An ODBC/JDBC client may be installed on the IVR server and allow for real time data source access. This option does allow for real time and eliminates the need for data refresh. However, it is recommended that the network connection between the IVR and the data source be solid and in close proximity to prevent any delays in call processing due to slow data source access or load on the AS/400 from other applications. | | |
| 15. If voters find they are not registered, ability to direct voter to an operator or to information on how to register to vote. | X | 20 |

| Both options are supported and may be configured at setup time. In addition, routing may be controlled by the data source, meaning that call can be routed to certain operators based on the type of call or information needed. | | |
|--|-------|----|
| 16. Provide message to caller indicating the number of calls on the queue and the approximate wait time, or a voice-over that insures the caller they will get access to the system. | Х | 20 |
| This is fully supported by the system. However, if Plexar or Nortel ACD queues are used the IVR will have already passed this call to the other system and will free up from that call as specified above as a mandatory requirement of the system. Additional configuration analysis is required to determine the best overall call experience based on the type of integration used. Since the vendor is supplying this exact application to other Texas counties we will be able to assist in the best overall configuration that will provide the voters the best experience while increasing productivity of the county election staff. | | |
| 17. Must be able to put a caller in a queue if all ports are busy. Additionally, when there is a long wait in the queue, the system gives an option to a caller to input their number and hang up so the system can dial the number back and connect the caller to the system when their turn in the queue has arrived. | X | 20 |
| The ePBX [™] platform supports this function and is actually a module that is added to the software. The name of that module is CBIQ for Call Back In Queue. This is the function used to allow the caller to enter their CBN (Call Back Number) and the system will contact them when an operator is available. This function is assuming that we have Nortel PBX integration because we will need to have access to the ACD queuing system to determine when an operator becomes available. FYI: this is not usually a function of an IVR system unless it is tightly integrated with the customer PBX. The RFP is not specific as to whether or not this is a mandatory requirement and additional conversation is needed to determine the best implementation of this function. | | |
| 18. Describe how the system determines dropped calls | X | 20 |

| the call prematurely or before a complete function is completed. | After a call has connected to the IVR it can track the entire call from cradle to grave. Meaning that any functions or menus accessed or executed from the IVR are tracked in a log and call detail records. This allows the system to report on any caller that has disconnected the call prematurely or before a complete function is | | |
|--|--|--|--|
|--|--|--|--|

| 19. OPTIONAL: system must be able to dial out and deliver messages to large groups while still receiving incoming calls | | X | 20 |
|---|---|---|----|
| An optional software module may be added to the ePBX [™] platform to accomplish this. The module is named EBS (Event Broadcasting System). This system is currently in use by several Texas counties for emergency management and health departments for different broadcasting functions. The EBS system allows the county to configure broadcast lists and events and control when and how they are executed. Phone, email, fax and other media is supported and hardware utilization is controlled at configuration time. Meaning that the county can specify that a scheduled broadcast only use a certain number of ports. | | | |
| 20. OPTIONAL: System must have the ability for poll workers to report in on Election Day by calling the system and inputting their precinct number if they are set up and ready to vote voters. A report can be pulled at any time listing the precincts that have reported in. | | X | 20 |
| This module is named EHD for Elections Help Desk. It will support the function of poll workers calling in to update the status of the polling location. A very functional and easy to use Location Console uses color codes and status views to display the actual status of each precinct in real time as workers call in. | | | |
| Also, the EHD system will support the tracking of inbound calls from judges or polling workers who are having polling equipment issues. This is a fully integrated help desk system with incident tracking and detailed reporting on polling locations. It also supports technical dispatch and tracking of dispatched personnel. | | | |
| 21. OPTIONAL: The IVR application setup programs must utilize a visual 'drag and drop' of object icons or similar methodology. | x | | 20 |

| After 20+ years of installing and managing IVR systems we have found that this style of interface is very difficult to manage and maintain over time. The ePBX [™] interface is much easier to use and manage and displays as more of a step by step interface using columns and rows very much like an Excel spreadsheet. Most people who have used desktop software have been exposed to this style of interface and are familiar and comfortable with it. Therefore, it has become our de-facto standard interface for building and maintaining menus and programs. | | |
|---|---|----|
| 22. PREFERRED: System shall have internal transfer ability within the County network. Describe the most reliable means to transfer a call within your system. | X | 50 |
| The base ePBX [™] system will support several transfer functions within the product and with most major PBX manufacturers (including Nortel). Since the county has requested direct connection to the Nortel PBX using PRI tie lines we recommend using multi-digit transfer. This means the IVR can support transferring to a hunt group (i.e. 2500) from a menu or script. It can also support a DID transfer (i.e. 512-123-4567). It can also support a network transfer (i.e. dial 5 and then a number to get to another Nortel system). All of these transfer options are part of the base product and may be used for different situations within the same IVR application. Therefore, since the IVR will be directly connected to the Nortel PBX the IVR will be able to use multiple mechanisms for inter-county transfer functionality. | | |

4.5 Systems, Warranties and Service Requirements including but not limited to: Maximum Points 760

| - | NO | YES | Maximum Points |
|---|----|-----|----------------|
| Description | | | |
| 1. MANDATORY. Must have a minimum of 32 lines | | X | 50 |
| The ePBX [™] platform can support up to 192-ports per chassis using T1 digital technology. Also, multiple IVR chassis may be daisy-chained to a single database to support virtually unlimited growth. If analog ports are required then each chassis supports 64-ports and may be daisy-chained to support unlimited analog growth as needed. | | | |
| More discussion is needed on this topic. We have several counties using T1/PRI technology to ensure faster call response times and easier expansion. This may be something that Travis should consider as part of this RFP. | | | |
| 2. MANDATORY. Must have rack mountable, industrial-grade hardware. List all hardware by make and model. | | X | 50 |
| This is fully supported. The system components are direct INTEL components and not white-box or 3 rd party mix and match. We use the Intel SR-2500 as the primary IVR platform due to its extreme performance and scalability. It comes with dual quad-core Xeon CPU, 4GB RAM, dual power supplies, dual cooling fans, and support for RAID-1 mirroring or RAID-5 performance for disk drive configurations. This device is best suited for a 4-post rack and rapid mounting rails are included in the configuration for 10- minute rack install. | | | |
| 3. MANDATORY. Must supply expected duration between new releases and version upgrades of hardware and software. | | x | 50 |

| The hardware updates are limited to customer requirements. Meaning that no matter how old the equipment is, as long as it is under a current maintenance contract, it will be supported. We believe that customers should have obsolescence protection built into their purchase. Software updates are included free of charge for customers under maintenance contracts. New releases of software are delivered approximately 3 times per year and the customer does not have to perform these updates. | | |
|--|---|----|
| 4. MANDATORY. Software subscriptions must include revisions | X | 50 |
| and upgrades. Please describe. All software updates are includes as part of our standard maintenance agreements. Customer will not have to pay for new updates to software as an additional charge and will not have to perform the updates when scheduled. | | |
| 5. MANDATORY. Must provide a service level/maintenance agreement. Please attach. | X | 50 |
| (see attached) | | |
| 6. MANDATORY. Vendor must have remote diagnostic and maintenance capabilities. Please describe. | X | 50 |
| This is included as part of our standard maintenance agreements. We employ secure remote protocols that allow our technical support engineers to monitor and manage remote support for all of our customers around the world. Most all support incidents are handled remotely. We have 24/7 monitoring for proactive support on installed systems. If a truck roll is required we have local office staff that is able to be on site within contracted time schedules. | | |
| 7. MANDATORY. System must operate 24/7 | X | 50 |
| This is included in the Premium Support Plan which is included in the proposal. It includes 24/7/365 operation and technical support. It also includes cell phone and assigned technical site managers personal contact information. | | |
| 8. MANDATORY. Must have an acknowledgement time of 30 minutes, response time of 1 hour, and resolution time of 2 hours for emergency requests 24/7 during all scheduled and unscheduled elections. In non-election times, | X | 50 |

| acknowledgement time of 1 hour, response time of 2 hours, and resolution time of 8 hours or less is required. | | |
|---|---|----|
| This will be included. Also, as an option, on site personnel from the vendor can be made available during election day if the customer desires. | | |
| 9. MANDATORY: Must provide remote access from several workstations within the Elections Division offices to access reports, change programming, or record information. Please specify what actions can be performed by Elections using remote access. | X | 50 |
| This functionality is built in. The administrative screens are accessed via a web browser and do not have a limitation of seat licenses or number of access points. The software is licensed as an Enterprise package to ensure that the county can scale the system as needed. All reports, admin changes, etc. may be accessed via this function. Security is built in and is based on the menu, user and hierarchy determined by the county. Remote access can be either external web services or by internal VPN depending on security policies determined by the county. | | |
| 10. MANDATORY. Specified persons within the Elections Division must have remote access from their home computers and must have the ability to access reports, change programming, or record information. Please specify what actions can be performed by Elections using home-remote access. | X | 50 |
| This is built into the platform. See #9 above. | | |
| 11. MANDATORY: Specified persons within the Elections Division must have the ability to input or change business hours and holidays; to add, change, or delete early voting locations (permanent and mobile program) or election day precincts; and to add early voting days. | X | 50 |
| The graphical interface used to maintain these functions make it easy for the administrator to move, add, change schedules, functions, transfer points and election information including forms, FAQ, locations, etc. | | |
| 12. MANDATORY: A maintenance agreement renewable in no less than annual increments after the initial system warranty period has expired with a cap on annual increases expressed as a percentage of the prior year cost. | X | 50 |
| The first year of maintenance including software, hardware and labor is included in the pricing of the system. After that period support agreement may be renewed in annual increments. The county may also pre- purchase support for up to 5 years to lock in pricing and | | |

| ensure no increase. However, the vendor will guarantee | | |
|---|----------|----|
| that pricing on annually purchased contracts will not | | |
| increase by more than 5% per year. | | |
| 13. If system is Web-based, describe the system. | X | 20 |
| The GUI (Graphical User Interface) is browser based. | | |
| Meaning that all functions that are maintained within the | | |
| IVR platform are accessed via Internet Explorer (5.5+), | | |
| or Mozilla, or Safari (Apple). | | |
| The client uses a Java Run Time option on the desktop | | |
| that is included with most all Windows XP systems | | |
| today. Windows 2000 is also supported. Vista is also | | |
| supported with IE 7.0+. | | |
| The ePBX [™] platform ships with a web server built in so | | |
| that the county may use the system as a fully featured | | |
| web system including local intranet and remote extranet | | |
| functionality. Security may be maintained by the county | | |
| and both external IP access and/or VPN is supported. Virus protection will be included with the system and | | |
| updates will be maintained by the vendor is desired. | | |
| 14. Describe Warranties, maintenance, software subscriptions, | x | 20 |
| and support lines on all components of hardware and software. | ^ | 20 |
| The vendor support agreements are built to be simple | | |
| and comprehensive so that the county can be guaranteed | | |
| sufficient coverage on all system components and | | |
| software. | | |
| The Premium Support Agreement will be included in this | | |
| proposal and this covers all components and software via | | |
| 24/7/365 support. | | |
| There are no hidden or confusing terms. We guarantee | | |
| all hardware, software, updates, labor, etc. | | |
| The program is built to be all inclusive so that the county | | |
| does not have to have additional personnel or | | |
| components to maintain the system. Also, the vendor | | |
| takes care of all operating system and virus protection | | |
| support and upgrades at no additional charge. | | |

| 15. Describe in detail the areas that specified persons within the Elections Division may add, alter or delete programmed information | X | 20 |
|--|---|----|
| Elections staff will have control over all call flow, menu functions and over all voter data. Staff may add new menus, recordings, forms, schedules, voter data, polling location data and maintain that data in real time as needed. Election staff will be trained on how to maintain and change this configuration as needed and will also have access to 24/7 technical support for any configuration assistance at any time. Also, the administrative function will be able to restrict access to certain functions as needed so that staff will only have access to the functions they require for their specific job position. | | |
| 16. Provide maintenance agreement term, quotes for system enhancements without charge for the quotes. | X | 20 |
| See maintenance term on the Premium Support Agreement (attached) | | |
| 17. Provide maintenance agreement term, quotes for services and parts related to connecting the IVR to a replacement or additional platforms without charge for the quotes. | X | 20 |
| See maintenance term on the Premium Support Agreement (attached) | | |
| 18. Provide maintenance agreement term, less than 7 day response to requested programming services for system enhancements | X | 20 |
| Response to programming changes will be immediate upon notification and specification provided by the county. The vendor will also assist the county in specification design and discussion prior to programming engagement. The powerful tools that are built into the ePBX [™] platform allow the vendor to respond to county requests quickly. Most applications can be completed within hours or days provided that specification design is complete and comprehensible. The vendor always works on a fixed priced basis for county government to ensure that budgets for projects can be guaranteed. | | |
| 19. Provide maintenance agreement term, replacement parts and labor for all vendor furnished components | X | 20 |

| See maintenance term on the Premium Support Agreement (attached) | | |
|---|---|----|
| Also, see response to #14 above. The agreement is ALL INCLUSIVE. The county will not have to maintain separate agreements, vendors or staff for continued maintenance and coverage of the system. | | |
| 20. Provide for contract amendments that would enable the County Clerk's Elections Division to partner with the Voter Registration Division of the Tax Assessor's Collectors Office and add a Voter Registration component to the system. | X | 20 |
| Since the vendor already performs this exact service for other Texas counties we can provide comprehensive expertise on integration of these other departments. This can be done as part of the initial project or can be quoted a small fixed price as a separate project when desired. Our recommendation is to include this integration up front as part of the primary project since much of the work has been done with other counties. | | |

4.6 Security Compliance: Maximum 250 points

| Description | Yes | No | Maximum Point |
|--|-----|----|---------------|
| A. Ability of the proposer to meet all security requirements as outlined in the Request For Proposal. (See Part IV, Section 37) | X | | 250 |
| The vendor system will comply with all security requirements of the county as specified. The vendor is prepared to execute a certification process as shown in 37.3 as soon as the county can forward to certification documents and procedures to the vendor. | | | |

4.7 Pricing: Maximum Points 200

Payments will be negotiated and scheduled based on satisfactory deliverables as follows:

Installation of server

Completion of system design and written specifications

Installation of voice to speech application software module ready for

testing

Final testing and acceptance of text to speech module Installation of the FAX application software module ready for testing Final testing and acceptance of the FAX module

Installation of the WEB application software module ready for testing (optional)

Final testing and acceptance of the WEB module (optional)

| Description | NO | YES | Maximum Points |
|--|----|-----|----------------|
| Please complete Pricing Schedule, Attachment A, Page 59. Please see Documents and Pricing Section | | | 200 |

4.9 Training including but not limited to: Maximum Points 150

| Description | NO | YES | Maximum Points |
|--|----|----------|----------------|
| 1. MANDATORY: Training materials must include all final approved scripts, workflow charts of each script's routing numbers/boxes, an index of all routing numbers/boxes and their contents. This information must be supplied in hard copy as well as electronic format. The electronic format supplied must be in MS Word. | | X | 50 |
| This information will be included in the training and in the administrative documentation as needed. | | | |
| 2. Must designate the number of hours/days of training, number of people that may be included in training | | X | 20 |
| We recommend 50 minute session for the end user training and 2 hour sessions for the admin training. The vendor will work with the county on scheduling and allow for multiple training sessions on site to accommodate the different schedules of county personnel | | | |
| 3. Training must be at the Travis County Elections site | | X | 20 |
| 4. Staff training for recording messages, selecting music, etc. Included in admin training. | | <u> </u> | 20 |
| 5. Technical staff training for daily operations, preventive maintenance, recording messages | | X | 20 |
| This is included in the proposal and we recommend 2 hours sessions for this training. | | | |
| 6. Optional formats for training materials: HTML, XML, on-line help files, and indexed PDFs. Training must include trouble shooting procedures, remote access and programming procedures, and recording procedures. | | X | 20 |
| All formats are supported as specified. | | | |

| Description | | YES | Maximum Points |
|---|--|-----|----------------|
| 1. MANDATORY: Delivery of system within 30 days after script approval | | X | 50 |
| 2. MANDATORY: Delivery should be well-coordinated with the Travis County Clerk Elections Division. Vendor must designate their project manager. | | X | 50 |
| 3 Upon award of the contract, the vendor must schedule a meeting with the Travis County IT Department through the Elections project manager to ensure that the infrastructure is in place for an on-time installation of the system | | X | 20 |

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4.11 Scripts and diagrams including but not limited to: Maximum Points 100

| Description | NO | YES | Maximum Points |
|---|----|-----|----------------|
| MANDATORY. Must provide sample scripts for similar projects in English and Spanish. This includes scripts and routing for early voting and election day polling places. | | X | 50 |
| 2. MANDATORY. Must provide diagrams illustrating the routing pathways of sample scripts | | X | 50 |

4.12 References: Maximum Points 100

| Description | NO | YES | Maximum Points |
|---|----|-----|----------------|
| 1. MANDATORY: Provide at least three (3) customer references per the Reference Verification Report. The customer references should preferably have other IVR systems set up for elections purposes and be of similar volume and process as Travis County. Additional references may be listed on a separate page. | | X | 100 |

4.12 References: Maximum Points 100

| Description | NO | YES | Maximum Points |
|---|----|-----|----------------|
| 1. MANDATORY: Provide at least three (3) customer references per the Reference Verification Report. The customer references should preferably have other IVR systems set up for elections purposes and be of similar volume and process as Travis County. Additional references may be listed on a separate page. | | X | 100 |

Attachment C GENERAL PROVISIONS

1.0 GENERAL DEFINITIONS:

- 1.1 "Auditor" means the Travis County Auditor or her designee.
- 1.2 "Commissioners Court" means Travis County Commissioners Court.

1.3 "County Building" means any County owned buildings and does not include buildings leased by County.

- 1.4 "Is doing business" and "has done business" mean:
 - 1.4.1 Paying or receiving in any calendar year any money or other valuable thing which is worth more than \$250 in the aggregate in exchange for personal services or for purchase of any property or property interest, either real or personal, either legal or equitable; or
 - 1.4.2 Loaning or receiving a loan of money; or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than \$250 in the aggregate in a calendar year;
 - 1.4.3 but does not include any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the general public.

1.5 "Key Contracting Person" means any person or business listed in Exhibit A to the Ethics Affidavit attached hereto as **Attachment D**.

1.6 "Purchasing Agent" means the Travis County Purchasing Agent.

1.7 "County" means Travis County, Texas, a political subdivision of the State of Texas.

1.8 "Historically Underutilized Business" or "HUB" means any entity or association formed to make a profit in which one (1) or more persons who are educationally or economically disadvantaged because of their identification as members of one of the following groups: African Americans, Hispanic Americans, Asian Pacific Americans, Native Americans or Women of any ethnicity have the following rights:

1.8.1 own at least fifty-one percent (51%) of all classes of shares or other equitable securities and have incidents of ownership, including an interest in profit and loss, equivalent to the percentage

of capital, equipment or expertise contributed to the business where ownership is measured as though the community property interest of a spouse is the separate property of that spouse, if both spouses certify in writing that the non-participating spouse relinquishes control over his or her spouse, and his or her community property, and not as if it is subject to the community property interest of the other spouse; and

1.8.2 have a proportionate interest and demonstrated active participation in the control, operation and management of the business's affairs; where control means having recognized ultimate control over all day-to-day decisions affecting the business, and is be known to, and at least tacitly acknowledged in day-to-day operations by employees of the business and by those with whom business is conducted, and holding a title commensurate with that control.

2.0 CONTRACTOR REPRESENTATIONS AND CERTIFICATIONS:

2.1 Contractor represents and warrants that Contractor (i) is a duly qualified, capable, and otherwise bondable business entity, (ii) is not in receivership or contemplating same, (iii) has not filed for bankruptcy, and (iv) is not currently delinquent with respect to payment of property taxes within Travis County.

Contractor further represents and warrants that (i) all applicable 2.2 copyrights, patents, trade secrets, licenses and other proprietary and intellectual property rights that may exist on materials used in this Contract have been adhered to and (ii) County shall not be liable for any infringement of those rights and any rights granted to County shall apply for the duration of this Contract. CONTRACTOR SHALL INDEMNIFY COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION AND LIABILITY OF EVERY KIND INCLUDING EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEY FEES FOR DAMAGES TO ANY PERSON OR PROPERTY ARISING IN CONNECTION WITH ANY ALLEGED OR ACTUAL INFRINGEMENT OF EXISTING COPYRIGHTS, PATENTS, TRADE SECRETS, LICENSES AND OTHER PROPRIETARY OR INTELLECTUAL PROPERTY RIGHTS APPLICABLE TO MATERIALS USED IN THIS CONTRACT. IN THE EVENT THAT AN INFRINGEMENT SUIT OR PROCEEDING ARISES, CONTRACTOR SHALL, AT ITS SOLE COST AND EXPENSE, SECURE COUNTY'S RIGHT TO CONTINUE USING THE PRODUCTS AND SERVICES PROVIDED UNDER THIS CONTRACT OR REPLACE OR MODIFY ALL OR PART OF THE PRODUCT OR SERVICE TO RENDER IT NONINFRINGING.

2.3 Despite implied warranties, Contractor warrants to County that all items delivered and all services rendered will conform to the specifications, drawings, or other descriptions furnished or incorporated herein by reference and will be of merchantable quality, good workmanship, and free from defects. Contractor further agrees to provide copies of applicable warranties to the County Purchasing Agent. Return of merchandise not meeting applicable warranties or specifications shall be at Contractor's expense.

2.4 County reserves the right to perform periodic on-site monitoring of Contractor's compliance with the terms of this Contract and the adequacy and timeliness of Contractor's performance.

3.0 DISPUTES AND APPEALS:

3.1 The Purchasing Agent acts as the County representative in the issuance and administration of this Contract. Any document, notice, or correspondence not issued by or to the Purchasing Agent, or other authorized County person, is voidable unless otherwise stated in this Contract. If Contractor does not agree with any document, notice, or correspondence issued by the Purchasing Agent, or other authorized County person, Contractor must submit a written notice to the Purchasing Agent within ten (10) calendar days after receipt of the document, notice, or correspondence, outlining the exact point of disagreement in detail. If the matter is not resolved to Contractor's satisfaction, Contractor may submit a Notice of Appeal to the Commissioners Court, through the Purchasing Agent, if the Notice is submitted within ten (10) calendar days after receipt of the unsatisfactory reply. Contractor then has the right to be heard by Commissioners Court. If Contractor is still not satisfied, it may pursue the matter in a court of competent jurisdiction. The prevailing side is entitled to interest and reasonable attorney's fees.

4.0 TEXAS PUBLIC INFORMATION ACT:

4.1 Notwithstanding any provision in this Contract to the contrary, disclosure of any information obtained by County in connection with this Contract shall be subject to the provisions of the Texas Public Information Act and all legal authorities relating thereto, including but not limited to opinions, decisions and letter rulings issued by the State Attorney General's Office.

5.0 FUNDING:

5.1 Funds for payment on this contract have been provided through the County budget approved by Commissioners Court for this fiscal year only. State of Texas statutes prohibit the obligations and expenditure of public funds beyond the fiscal year for which a budget has been approved. However, the cost of items or services covered by this Contract is considered a recurring requirement and is included as a standard and routine expense of Travis County to be included in each proposed budget within the foreseeable future. County Commissioners expect this to be an integral part of future budgets to be approved during the period of this Contract except for unanticipated needs or events which may prevent such payments against this Contract. However, county cannot guarantee the availability of funds, and enters into this Contract only to the extent such funds are made available. The Fiscal Year for county extends from October 1st of each calendar year to September 30th of the next calendar year.

6.0 FUNDING OUT:

6.1 Despite anything to the contrary in this Contract, if, during budget planning and adoption, Commissioners Court fails to provide funding for this Contract for the following fiscal year of County, County may terminate this Contract after giving Contractor thirty (30) days written notice that this Contract is terminated due to the failure to fund it.

7.0 INVOICING/PAYMENTS:

7.1 Contractor shall provide County with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification, that is completed in compliance with the Internal Revenue Code and its rules and regulations before any Contract funds are payable.

7.2 Payment shall be made by check or warrant by County upon satisfactory delivery and acceptance of products and services and submission of an invoice to the address below:

County Auditor P.O. Box 1748 Austin, Texas 78767

7.3 As a minimum, invoices shall include: (i) name, address, and telephone number of Contractor and similar information in the event payment is to be made to a different address; (ii) County Contract or Purchase Order number; (iii) identification of products or services as outlined in this Contract; (iv) quantity or quantities, applicable unit prices, total prices, and total amount; and (v) any additional payment information called for by this Contract. County will not pay invoices that are in excess of the amount authorized by the Purchase Order.

7.4 Payment shall be deemed to have been made on the date of mailing of the check or warrant. For purposes of payment discounts, time will begin upon satisfactory delivery of products and services and/or submission of acceptable invoice, whichever is last. Partial payments will not be made unless specifically requested and approved by County prior to Contract award.

7.5 Accrual and payment of interest on overdue payments shall be governed by Tex. Gov't Code ANN., ch. 2251.

8.0 **PROPRIETARY INFORMATION:**

8.1 Contractor and County shall take all reasonable steps necessary to ensure that all goods, supplies or equipment (or any portion thereof) provided under this Contract, whether on magnetic tape, disk, memory or in any other form, are not made available by Contractor or County, or any of their employees, agents or representatives, to any organizations or individuals not authorized under this Contract to make use thereof. In particular, Contractor and County recognize that the goods, supplies or equipment provided hereunder may contain information of a proprietary or confidential nature that is subject to protection under applicable patent, copyright, trade secret, or trademark law ("Proprietary Information") and agree as follows:

a. To use Proprietary Information solely at the sites or locations specified or authorized under this Contract;

b. Not to copy or duplicate Proprietary Information, or any component thereof, by any means for any purpose whatsoever except as is required for archival or security storage purposes, without prior written consent of the other party;

c. To instruct their employees, agents and representatives having access to Proprietary Information not to copy or duplicate such information or provide the same to any third party or unauthorized individual;

d. To implement and enforce security measures to safeguard Proprietary Information from theft or access by unauthorized persons;

e. To reproduce the copyright notice and other proprietary or identifying markings on all materials related to or part of the Proprietary Information on which the such copyright notice or other proprietary or identifying markings are displayed, including any copies made pursuant to this Contract.

8.2 Any modification or enhancements to the Proprietary Information, or any other materials related to the Proprietary Information, provided by Contractor to County or by County to Contractor, or otherwise developed or implemented, shall be subject to all conditions and restrictions contained in this Contract.

9.0 DISCOUNTS:

9.1 In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to have been made on the date of mailing of the check, or warrant.

10.0 OFFICIALS NOT TO BENEFIT:

10.1 If a member of the Commissioners Court belongs to a cooperative association, the County may purchase equipment or supplies from the association only if no member of the Commissioners Court will receive a pecuniary benefit from the purchase, other than as reflected in an increase in dividends distributed generally to members of the association.

11.0 COVENANT AGAINST CONTINGENT FEES:

11.1 Contractor warrants that no persons or selling agency has been retained

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to solicit this Contract upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor to secure business. For breach or violation of this warranty, County shall have the right to terminate this contract without liability, or in its discretion to, as applicable, add to or deduct from the contract price for consideration, or otherwise recover, the full mount of such commission, percentage, brokerage, or contingent fee.

12.0 ASSIGNMENT:

12.1 <u>Assignment</u>. The parties to this Contract shall not assign any of the rights or obligation under this agreement without the prior written consent of the other party. NO OFFICIAL, EMPLOYEE, REPRESENTATIVE OR AGENT OF COUNTY HAS THE AUTHORITY TO APPROVE ANY ASSIGNMENT UNDER THIS CONTRACT UNLESS THAT SPECIFIC AUTHORITY IS EXPRESSLY GRANTED BY COMMISSIONERS COURT. In addition, Contractor must not execute any mortgage, or issue any bonds, shares of stock, or other evidence of interest in County buildings.

12.2 <u>Successors Bound</u>. The terms, provisions, covenants, obligations and conditions of this Contract are binding upon and inure to the benefit of the successors in interest and the assigns of the parties to this Contract if the assignment or transfer is made in compliance with the provisions of this Contract.

12.3 If a change of name is required, the Purchasing Agent shall be notified immediately. No change in the obligation of or to Contractor will be recognized until it is approved by Commissioners Court.

13.0 SUBCONTRACTS

13.1 Contractor shall not enter into any subcontracts for any service or activity relating to the performance of this contract without the prior written approval or the prior written waiver of this right of approval from County. It is acknowledged by Contractor that no officer, agent, employee or representative of County has the authority to grant such approval or waiver unless expressly granted that specific authority by the Commissioners Court.

13.2 If a subcontract is approved, Contractor must make a "good faith effort" to take all necessary and reasonable steps to ensure HUBs maximum opportunity to be subcontractors under this Contract. Contractor must obtain County approval of all proposed HUB subcontractors through the Purchasing Agent. Failure by Contractor to make a good faith effort to employ HUBs as subcontractors constitutes a breach of this Contract and may result in termination of this Contract.

14.0 FORCE MAJEURE:

14.1 If the performance by the County of any of its obligations hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct,

whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a part hereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

15.0 TERMINATION FOR DEFAULT:

15.1 Failure by either County or Contractor in performing any provisions of this Contract shall constitute a breach of contract. Either party may require corrective action within ten (10) calendar days after date of receipt of written notice citing the exact nature of the other's breach. Failure to take corrective action or failure to provide a satisfactory written reply excusing such failure within the ten (10) calendar days shall constitute a Default. The defaulting party shall be given a twenty (20) calendar day period within which to show cause why the contract should not be terminated for default. Commissioner's Court may take whatever action as its interest may appear, resulting from such notice. All notices for corrective action, breach, default or show cause, shall be issued by the Purchasing Agent or County Attorney only and all replies shall be made in writing to the Purchasing Agent at the address shown herein. Notices issued by or to anyone other than the Purchasing Agent or County Attorney shall be null and void, and shall be considered as not having been issued or received. County reserves the right to enforce the performance of this Contract in any manner prescribed by law in case of default and may contract with another party with or without competition or further notification to Contractor. As a minimum, Contractor shall be required to pay any difference in the cost of securing the products or services covered by this Contract, or compensate for any loss or damage to the County derived hereunder should it become necessary to contract with another source because of his default, plus reasonable administrative costs and attorney's fees. In the event of Termination for Default, County, its agents or representatives, shall not be liable for loss of any profits anticipated to be made hereunder.

16.0 TERMINATION FOR CONVENIENCE:

16.1 County reserves the right to terminate this contract upon thirty (30) calendar days written notice for any reason deemed by Commissioners Court to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order. Termination for Convenience shall not be made when termination is authorized under any other provisions of this Contract, and termination for convenience shall not be taken with the intention of awarding the same or similar contract requirements to another source. In the event of such termination the County shall pay Contractor those costs directly attributable to work done or supplies obtained in preparation for completion or compliance with this Contract prior to termination; provided, however, that no costs shall be paid which are recoverable in the normal course of doing business in which Contractor is engaged. In addition, no costs which can be mitigated through the sale of supplies or inventories shall be paid. If County pays for the cost of supplies or materials obtained for use under this contract, said supplies or materials shall become the property of County and shall be delivered to the FOB point shown in this Contract, or as designated by the Purchasing Agent. County

shall not be liable for loss of any profits anticipated to be made hereunder.

17.0 CHANGES/AMENDMENTS:

17.1 <u>Amendment</u>. Unless specifically provided otherwise in this Contract, any change to the terms of this Contract or any attachments to it shall be made by written change order signed by both parties. The Purchasing Agent may at any time, by written document, make changes within the general scope of this contract in any one of the following:

- 17.1.1 Description of services;
- 17.1.2 Place of delivery;
- 17.1.3 Any aspect of contract to correct errors of a general administrative a nature or other mistakes, the correction of which does not affect the scope of the contract and does not result in expense to the Contractor.

16.317.2 This Contract may be amended only by written instrument signed by both County and Contractor. It is acknowledged by Contractor that NO OFFICIAL, EMPLOYEE, AGENT OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR SS AUTHORITY AS MAY BE GRANTED BY THE COMMISSIONERS COURT

17.3 If any change under 17.1 causes an increase or decrease in the cost, or time required for performance of any part of the work under this Contract, the Commissioners Court shall make an equitable adjustment in the contract price, the delivery schedule, or both, and modify this Contract. The Contractor must submit any "proposal for adjustment" within thirty (30) calendar days after the date of receipt of the written order.

16.417.4 Contractor shall submit all requests for alterations, additions or deletions of the terms of this Contract or any attachment to it to the Purchasing Agent. The Purchasing Agent shall present Contractor's requests to Commissioners Court for consideration.

18.0 COUNTY ACCESS:

18.1 Contractor shall maintain and make available all books, documents, and other evidence pertinent to the costs and expenses of this Contract for inspection, audit or reproduction by any authorized representative of County to the extent this detail will properly reflect these costs and expense. These include all costs; both direct and indirect costs, cost of labor, material, equipment, supplies, and services, and all other costs and expenses of whatever nature for which reimbursement is claimed under this Contract. All required records shall be maintained until an audit is completed and all required questions arising therefrom are resolved, or three (3) years after completion of the contract term, whichever occurs first; however, the records shall be retained beyond

the third year if an audit is in progress or the findings of a completed audit have not been resolved satisfactorily.

19.0 MONITORING:

19.1 County reserves the right to perform periodic on-site monitoring of Contractor's compliance with the terms of this Contract, and of the adequacy and timeliness of Contractor's performance under this Contract. After each monitoring visit, County shall provide Contractor with a written report of the monitor's findings. If the report notes deficiencies in Contractor's performances under the terms of this Contract, it shall include requirements and deadlines for the correction of those deficiencies by Contractor. Contractor shall take action specified in the monitoring report prior to the deadlines specified.

20.0 ASSIGNMENT OF CONTRACT OR MORTGAGE:

20.1 Contractor must not transfer or assign any part of or right or interest in this Contract, directly or indirectly, voluntary or involuntary without the express written approval of the Commissioners Court. Contractor must not execute any mortgage, or issue any bonds, shares of stock, or other evidence of interest in County buildings.

21.0 CIVIL RIGHTS/ADA COMPLIANCE:

21.1 Contractor shall provide all services and activities required by this Contract in a manner that would comply with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans With Disabilities Act of 1990, Public Law 101-336 [S.933] if Contractor were an entity bound to comply with these laws. Contractor shall not discriminate against any employee or applicant for employment based on race, religion, color, sex, national origin, age or handicapped condition.

22.0 GRATUITIES:

23.1 County may terminate this contract if it is found that gratuities of any kind including entertainment, or gifts were offered or given by the Contractor or any agent or representative of the Contractor, to any County Official or employee with a view toward securing favorable treatment with respect of this Contract. If this contract is terminated by the County pursuant to this provision, County shall be entitled, in addition to any other rights and remedies, to recover from the Contractor at least three times the cost incurred by Contractor in providing the gratuities.

23.0 FORFEITURE OF CONTRACT:

23.1 Contractor must forfeit all benefits of this Contract and County must retain all performance by Contractor and recover all consideration or the value of all consideration, paid to Contractor pursuant to this Contract if:

- 23.1.1 Contractor was doing business at the time of submitting its proposal or had done business during the 365-day period immediately prior to the date of which its proposal was due with one or more Key Contracting Persons if Contractor has not disclosed the name of any such Key Contracting Person in its proposal which is expressly incorporated in this Contract; or
- 23.1.2 Contractor does business with a Key Contracting Person after the date on which the proposal that resulted in this contract and prior to full performance of the contract and fails to the name of that Key Contracting Person in writing to each member of disclose the Commissioners Court and to the County Clerk within ten (10) days commencing business with that Key Contracting Person.

24.0 CONFLICT OF INTEREST QUESTIONNAIRE

24.1 Contractor shall complete the Conflict of Interest Questionnaire attached to this Contract as **Attachment E**. Within seven (7) days of executing this Contract, Contractor shall file the Questionnaire with the County Clerk, Elections Division, 5501 Airport Blvd., Austin, 78751. Contractor shall update this Questionnaire, as required by Chapter 176 of the Local Government Code, by September 1, 2006, and each year thereafter for the duration of this Contract. In addition, if any statement on this submitted Questionnaire becomes incomplete or inaccurate, Contractor shall submit an updated Questionnaire. Contractor should note that the law requires the County to provide access to this Questionnaire on the official Travis County Internet website.

25.0 NOTICES:

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

25.2 The address of County for all purposes under this Contract shall be:

Cyd Grimes, C.P.M. Purchasing Agent P.O. Box 1748 Austin, Texas 78767-1748

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

Honorable Samuel T. Biscoe (or his successor in office) County Judge

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P.O. Box 1748 Austin, Texas 78767-1748

25.3 The address of the Contractor for all purposes under this Contract and for all notices hereunder shall be the address shown in the Notice of Award.

25.4 Each party may change the address for notice to it by giving notice of the change in compliance with this section.

26.0 CONSTRUCTION OF CONTRACT:

26.1 <u>Law and Venue</u>. This Contract is governed by the laws of the United States of America and Texas and all obligations under this Contract are performable in Travis County, Texas. Venue for any dispute arising out of this Contract will lie in the appropriate court of Travis County, Texas.

26.2 <u>Severability</u>. If any portion or portions of this Contract are ruled invalid, illegal, or unenforceable in any respect, by a court of competent jurisdiction, the remainder of it shall remain valid and binding.

26.3 <u>Headings</u>. Headings and titles at the beginning of the various provisions of this Contract have been included only to make it easier to locate the subject matter covered by that part, section or subsection and are not to be used in construing this contract.

26.4 <u>Computation of Time</u>. When any period of time is stated in this Contract, the time shall be computed to exclude the first day and include the last day of period. If the last day of any period falls on a Saturday, Sunday, or a day that Travis County has declared a holiday for its employees, these days shall be omitted from the computation. All hours stated in this contract are stated in Central Standard Time from 2:00 o'clock a.m. on the first Sunday October until 2:00 o'clock a.m. on the first Sunday of April and in Central Daylight Saving Time from 2:00 o' clock a.m. on the first Sunday April until 2:00 o'clock a.m. on the first Sunday April until 2:00 o'clock a.m. on the first Sunday of October.

26.5 <u>Gender and Number</u>: Words of any gender in this Contract shall be construed to include any other gender and words in either number shall be construed to include the other unless the context in the contract clearly requires otherwise.

27.0 CONTRACTOR INDEMNIFICATION:

27.1 Contractor shall indemnify County, its officers, agents, and employees, from and against any and all third party claims, losses, damages, causes of action, suits, and liability of every kind whether meritorious or not and, including all expenses of litigation, court costs, and reasonable attorney's fees, arising in connection with the services provided by Contractor under this Contract. It is the expressed intention of the parties to this Contract, both Contractor and County, that the indemnity provided for in

this paragraph is indemnity by Contractor to indemnify and protect County from the consequences of Contractor's actions.

28.0 HUB PROCUREMENT PROGRAM

28.1 Pursuant to the Travis County Historically Underutilized Business (HUB) Procurement Program, the Travis County Commissioners Court adopted goals for Certified HUB Subcontractor participation with an Overall 14.1% Minority-Owned Business Enterprise (MBE) goal and an Overall 15.0% Women-Owned Business Enterprise (WBE) goal *(Sub-goals: 2.5% African-American, 9.9% Hispanic, 1.7% Native/Asian-American)* to be observed by the County in its award of contracts and subcontracts to certified HUBs.

28.2 It is the policy of Travis County that HUBs shall have the maximum opportunity to participate in the performance of County contracts and subcontracts. Contractors shall make a "good faith effort" to take all necessary and reasonable steps to ensure HUBs maximum opportunity to participate as subcontractors. Failure by a contractor or subcontractor to carry out the County HUB Procurement Program shall constitute a breach of contract, and after notification of such breach by the Purchasing Agent may result in termination of this Contract.

28.3 For purposes of HUB participation, Travis County shall count the dollar amount of all firm fixed price/fixed quantity contracts, or the dollar amount of Purchase Orders placed against "Estimated" or "Not to Exceed" contracts.

28.4 The following section identifies the specific procedures to be followed with respect to this Contract in compliance with the HUB Procurement Program.

28.5 SECTION 1 - HUB PURCHASES

- 28.5.1 To be eligible under this program, HUB Contractors and subcontractors must:
 - 28.5.1.1 Be certified as HUB, M/WBE or DBE source by:
 - (A) City of Austin Municipal Government,
 - (B) Texas Unified Certification Program, or
 - (C) State of Texas Building and Procurement Commission
 - 28.5.1.2 Have on file in the Travis County Purchasing Office a proper Bidder's Application.
 - 28.5.1.3 Identify the certifying agency and Item/Service for which the HUB is certified.

- 28.5.1.4 Obtain county approval of all proposed HUB subcontractors through the Purchasing Agent.
- 28.5.1.5 Complete the HUB Declaration form in the RFP package.
- 28.5.2 Any third party may challenge a firm's HUB status before or after certification. Such action shall be in writing and submitted to the Purchasing Agent, including all relevant information available. If no merit to the challenge is found, the challenging party will be notified by the Purchasing Agent in writing and the matter will be considered closed. If merit is found, the firm in question will be notified by the Purchasing Agent of the challenge, who made it, and a summary of the allegations. The challenged firm shall be required to submit, within a reasonable period of time, information in support of the firm's HUB status. The Purchasing Agent shall make an evaluation and notify the parties of a proposed determination, citing the basis for the decision, and providing an opportunity for an informal hearing to interested parties and affording an opportunity for a written or personal response. The Purchasing Agent shall make a recommendation to the Commissioners Court for a final determination. The Purchasing Agent shall inform all interested parties of the Commissioners Court's determination and its reasons. A firm's HUB status shall remain accurately certified during the challenging procedure and shall not be changed unless or until a successful challenge is finalized. (See also Par. 8.0, "CLARIFICATION OR OBJECTION TO PROPOSAL REQUIREMENTS" in Part I, General Requirements, Section of the RFP.).

29.0 RESERVED.

30.0 ADDITIONAL GENERAL PROVISIONS:

30.1 County may assign any of its obligations under this Contract.

30.1 Contractor must comply with all Federal and State laws and regulations, City and County ordinances, orders, and regulations, relating in any way to this Contract.

30.2 Contractor must secure all permits and licenses, pay all charges and fees, and give all notices necessary for lawful operations.

30.3 Contractor must pay all taxes and license fees imposed by the Federal and the State Governments and their agencies and political subdivisions upon the property and business of Contractor.

30.4 Despite anything to the contrary in this Contract, if the Contractor is

delinquent in payment of property taxes at the time of providing services, Contractor hereby assigns the amount of Gross Receipts equal to the amount Contractor is delinquent in property tax payments to the Travis County Tax Assessor-Collector for the payment of the delinquent taxes.

31.0 DESIGNATED COUNTY HOLIDAYS 2008:

31.1 No deliveries will be accepted on designated holidays, unless specific prior arrangements have been made. Below is the approved holiday schedule. Future schedules are expected to be similar.

| HOLIDAY | 2008 | |
|-----------------------------|---------|--------------|
| New Year's Day | Tuesday | Jan1,2008 |
| Martin Luther King, Jr. Day | Monday | Jan21,2008 |
| President's Day | Monday | Feb18,2008 |
| Memorial Day | Monday | May26,2008 |
| Independence Day | Friday | Jul04,2008 |
| Labor Day | Monday | Sep01,2008 |
| | | Nov11,2008 |
| - | - | Nov27,2008 |
| | • | Nov28,2008 |
| | • | Dec 25, 2008 |
| | • | Dec26,2008 |

32.0 MEDIATION:

32.1 When mediation is acceptable to both parties in resolving a dispute arising under this Contract, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in §154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

33.0 TIN REQUIRED:

33.1 Contractor shall provide County with an Internal Revenue Form W-9, Request For Taxpayer Identification Number and Certification, that is completed in compliance with the Internal Revenue Code, its rule and regulations, and a statement of entity status in a form satisfactory to the County Auditor before any Contract funds are payable.

34.0 NON-WAIVER OF DEFAULT:

34.1 The waiver of a breach of any term or condition of this Contract is not a waiver of a subsequent breach of that term or condition, or a breach or subsequent breach of any other term of condition. No official, agent, employee, or representative of County may waive any breach of any term of condition of this Contract unless expressly granted that specific authority by Commissioner Court.

34.2 All rights of County under this Contract are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to County under it. Any right or remedy in this Contract shall not preclude the exercise of any other right or remedy under this Contract or under any law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

35.0 **CERTIFICATION OF ELIGIBILITY:**

35.1 This provision applies if the anticipated contract exceeds \$100,000. By submitting a bid or proposal in response to this solicitation, the bidder/Contractor certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time of bid/proposal submission and time of award, the bidder/Contractor will notify the Travis County Purchasing Agent. Failure to do so may result in terminating this Contract for default.

36.0 **INSURANCE AND LIABILITY:**

36.1 During the period of this Contract, contractor shall maintain at his expense, insurance with limits not less than those prescribed below. With respect to required insurance, Contractor shall:

- (i) Name County as additional insured, as its interests may appear.
- (ii) Provide County a waiver of subrogation.
- (iii) Provide County with a thirty (30) calendar days advance written notice of cancellation or material change to said insurance.
- (iv) Provide the County Purchasing Agent at the address shown on Page 1 of this contract, a Certificate of Insurance evidencing required coverages within ten (10) calendar days after receipt of Notice of Award and within ten (10) calendar days of each renewal of the insurance. Also, please assure your certificate contains the contract number as indicated on the Contract Award form when issued by Travis County.
- (v) Submit an original certificate of insurance reflecting coverage as follows:

Automobile Liability:

| Bodily Injury (Each person) | \$250,000.00 |
|-----------------------------------|--------------|
| Bodily Injury (Each accident)\$50 | 0,000.00 |
| Property Damage\$10 | 0,000.00 |

General Liability (Including Contractual Liability):

| Bodily Injury | \$500,000.00 |
|--------------------|--------------|
| Property Damage\$1 | 100,000.00 |

Excess Liability:

Umbrella Form......Not Required

Worker's Compensation:.....Statutory

37.0 SECURITY COMPLIANCE:

All hardware connected to the Travis County network and all software running on such hardware must comply with the following Information Security Compliance requirements of the Travis County Department of Information and Telecommunications Services (ITS):

37.1 Network, Computer, and Information Security Compliance: The goods and/or services solicited through this request must be and remain in compliance with applicable Texas law.

The goods and/or services solicited through this request must be and remain in compliance with all Travis County network, computer, software, and information security policies, standards, specifications, guidelines, processes and procedures already developed or deployed or subsequently developed or deployed and used by or for the Travis County Department of Information and Telecommunications Services ("ITS") and/or a department, office or division of any elected or appointed Travis County official (collectively, the "Travis County Security Requirements" or the "Security Requirements"). The documents comprising the Security Requirements may be obtained upon request from ITS and upon execution of a Travis County Non-Disclosure and Confidentiality Agreement.

37.2 Initial Compliance: Proposer's/Offeror's goods and/or services shall comply with the Security Requirements including but not limited to the Travis County Asset Management Policy, Lifecycle Management Standard, Configuration Management Standard, Change Control Standard, and System Development Lifecycle Standard. The Proposer's/Offeror's goods and/or services must operate with and be compatible with any and all network security, computer security, software security, and/or information security safeguards, including security hardware, software, appliances deployed by County (the "Security Safeguards").

37.3 Certification of Compliance: Proposer/Offeror must perform a self-conducted compliance review of Proposer's/Offeror's goods and/or services and provide to the County, as part of the formal response, written certification in the form of a completed, signed, and dated compliance review checklist, attesting that Proposer's/Offeror's goods and/or services are compliant with the Security Requirements. An authorized official of the Proposer's/Offeror's company must sign and date the compliance review checklist.

37.4 Exceptions to Compliance Prior to Contract Award: If the Proposer's/Offeror's goods and/or services are not in full compliance, the Proposer/Offeror may choose to provide a response to this request, noting the specific exceptions to compliance, the reasons for non-compliance, Proposer's/Offeror's future intention to achieve compliance or reasons why compliance is not necessary or desirable, and/or other comments that the County should take into consideration when evaluating the Proposer's/Offeror's response.

37.5 Ongoing Compliance Until Contract Award: Proposer's/Offeror's goods and/or services must comply with any and all modifications and/or additions to the Security Requirements and/or Security Safeguards that may occur between the time the Proposer's/Offeror's response was submitted and the evaluation of responses and contract award. The Proposer's/Offeror's initial response, including any maintenance and support services, must take into consideration ongoing compliance with the Security Requirements and the Security Safeguards.

If Proposer's/Offeror's goods and/or services become non-compliant after the Proposer/Offeror has submitted a response, either through no fault of the County or in the event the County revises the Security Requirements and/or makes a change to the Security Safeguards and such revision causes the Proposer's/Offeror's goods and/or services to be non-compliant, the County shall have the option of accepting the non-compliance or requiring Proposer/Offeror to make any necessary modifications or alterations to bring Proposer's/Offeror's goods and services into compliance before completing the evaluation of the Proposer's/Offeror's response and award of the Contract.

If County exercises its right to require compliance pursuant to the foregoing, Proposer/Offeror may 1.) withdraw Offer's response, or 2.) shall be responsible for bringing the goods and/or services into compliance and shall be responsible for all costs incurred by Proposer/Offeror in order to become compliant.

37.6. Ongoing Compliance Upon Execution of Contract: Contractor's goods, services, practices, and/or procedures must remain in compliance with the Security Requirements and compatible with the Security Safeguards, including complying with any and all modifications and/or additions to the Security Requirements and/or Security Safeguards that may occur throughout the term of the Contract.

The Contractor shall provide the required hardware, software, materials, expertise, and/or labor required to ensure ongoing compliance of the Contractor-provided goods and/or services with the Security Requirements, including operability and compatibility

with the Security Safeguards as a part of ongoing maintenance and support.

The Contractor-provided goods, services, practices, and/or procedures must be accredited by the ITS Department Security Manager before being connected into the Travis County Government Network or placed into any County production operation environment. Accreditation is achieved by undergoing a Security Assessment that shows the Contractor supplied goods and/or services are compliant with the Security Requirements and Security Safeguards. This security evaluation of the specific solutions covered by the Contract may reveal aspects of the architecture, implementation, operation, maintenance, and/or other aspect of these solutions that may necessitate incorporating additional solution-specific information security requirements to protect County computers, networks, software, information, and facilities.

37.7 Notification of Non-Compliance or Incompatibility: If Contractor determines, at any time during the Contract term, that Contractor's goods, services, practices, and procedures do not comply with County's current Security Requirements and/or are not compatible with County's current Security Safeguards, the Contractor shall notify the ITS Help Desk by no later than the end of the business day following the confirmation by the Contractor of the non-compliance or incompatibility.

If the County determines at any time during the Contract term, that the Contractor's goods, services, practices, and procedures do not comply with County's current Security Requirements and/or compatibility with County's current Security Safeguards, the County shall notify the Contractor by no later than the end of the business day following the confirmation by the Contractor of the non-compliance or incompatibility.

37.8 Remedy of Non-Compliance or Incompatibility: In the event that either the County or the Contractor are notified of a non-compliance and/or incompatibility, the Contractor shall:

(a) Determine the effort and cost to bring Contractor's goods, services, practices, and procedures into compliance and compatibility;

(b) Provide a draft working plan, including schedule, work effort and cost details, to remedy the non-compliance or incompatibility to the County no later than 5 working days after notification of the non-compliance and/or the incompatibility to County has been confirmed.

The County, at its sole discretion, shall determine whether the Contractor must bring some, all, or none of the non-compliant or incompatible Contractor's goods, services, practices, and procedures into compliance with County's current Security Requirements and/or into compatibility with County's current Security Safeguards. Any instance of non-compliance or compatibility that the County does not require to be brought into compliance or compatibility will be noted as an exception. The County may choose, in its sole discretion, at any time, to remove the exception and require compliance and/or compatibility. The Contractor shall be responsible for all costs associated with bringing Contractorsupplied goods, services and/or Contractor processes and practices into compliance with the Security Requirements and compatibility with the Security Safeguards.

The County may, at its sole discretion, provide some, all or none of the hardware, software, materials, expertise, and labor that may be required from time to time to bring the Contractor-supplied goods, services, practices, and/or procedures into compliance with the Security Requirements and the Security Safeguards.

37.9 Connectivity and Access to County Network, Systems, Software, and/or Information: The Contractor and Contractor personnel who will be providing and/or maintaining goods and/or services, and who may from time to time access County systems, networks, software, and/or information, must be familiar with, and agree to adhere to and comply with the Security Requirements that pertain to and govern access to County computers, networks, software, and information including without limitation the Travis County Government Asset Protection Policy, Access Control Standard, Remote Access Standard, Security Awareness Policy, and Third Party Security Awareness Standard.

Attachment D

STATE OF TEXAS} COUNTY OF TRAVIS}

ETHICS AFFIDAVIT

| Date: | |
|----------------------------|--|
| Name of Affiant: | |
| Title of Affiant: | |
| Business Name of Proposer: | |
| County of Proposer: | |

Affiant on oath swears that the following statements are true:

- 1. Affiant is authorized by Proposer to make this affidavit for Proposer.
- 2. Affiant is fully aware of the facts stated in this affidavit.
- 3. Affiant can read the English language.

- 4. Proposer has received the list of Key Contracting Persons associated with this solicitation which is attached to this affidavit as Exhibit "A".
- 5. Affiant has personally read Exhibit "A" to this Affidavit.
- 6. Affiant has no knowledge of any Key Contracting Person on Exhibit "A" with whom Proposer is doing business or has done business during the 365 day period immediately before the date of this affidavit whose name is not disclosed in the solicitation.

| | Signature of | ⁻ Affiant | | |
|----------------------|-----------------|-----------------------------------|-------|-------|
| | Address | | | |
| SUBSCRIBED AND SWORN | TO before me by | | _on | _, 20 |
| | Notary | Public, | State | of |
| | | inted name of no sion expires: | tary | |

EXHIBIT A LIST OF KEY CONTRACTING PERSONS June 16, 2008

CURRENT

| CURRENT | |
|--|--|
| | Name of Individual Name of Business |
| Position Held | Holding Office/Position Individual is Associated |
| | |
| County Judge | |
| County Judge (Spouse) | Donalyn Thompson-BiscoeMHMR |
| Executive Assistant | Cheryl Brown |
| Executive Assistant | Nicole Grant* |
| Executive Assistant | Melissa Velasquez |
| Commissioner, Precinct 1 | Ron Davis |
| Commissioner, Precinct 1 (Spouse) | Annie DavisSeton Hospital |
| Executive Assistant | |
| Executive Assistant | Felicitas Chavez |
| Commissioner, Precinct 2 | Sarah Eckhardt |
| Commissioner, Precinct 2 (Spouse) | Kurt Sauer |
| Executive Assistant | |
| Executive Assistant | Joe Hon* |
| Executive Assistant | Peter Einhorn |
| Commissioner, Precinct 3 | |
| Commissioner, Precinct 3 (Spouse) | Charlyn DaughertyCommemorative Brands, Inc. |
| Executive Assistant | |
| Executive Assistant | |
| Commissioner, Precinct 4 | |
| Executive Assistant | |
| Executive Assistant | |
| County Treasurer | |
| County Auditor | |
| Executive Manager, Administrative | |
| Executive Manager, Budget & Planning | |
| Exec Manager, Emergency Services | |
| Exec. Manager, Health/Human Services | |
| Executive Manager, TNR | |
| Executive Manager, Criminal Justice Planning . | |
| Travis County Attorney | |
| First Assistant County Attorney | |
| Executive Assistant, Civil Division | |
| Director, Transactions Division | |
| Attorney, Transactions Division | • |
| Attorney, Transactions Division | |
| Purchasing Agent | |
| Assistant Purchasing Agent | |
| Assistant Purchasing Agent | |
| Purchasing Agent Assistant IV | |
| Purchasing Agent Assistant IV | |
| Furchasing Agent Assistant IV | according |

CURRENT - continued

| | Name of Individual | Name of Business |
|--------------------------------|-------------------------|--------------------------|
| Position Held | Holding Office/Position | Individual is Associated |
| Purchasing Agent Assistant IV | Jason Walker | |
| Purchasing Agent Assistant IV | Richard Villareal | |
| Purchasing Agent Assistant IV | Oralia Jones, CPPB | |
| Purchasing Agent Assistant IV | | |
| Purchasing Agent Assistant IV | | |
| Purchasing Agent Assistant IV | | |
| Purchasing Agent Assistant III | Rosalinda Garcia | |
| Purchasing Agent Assistant III | | |
| Purchasing Agent Assistant II | Donald E. Rollack | |
| Purchasing Agent Assistant II | Nancy Barchus, CPPB | |
| HUB Coordinator | Sylvia Lopez | |
| HUB Specialist | Betty Chapa | |
| HUB Specialist | Jerome Guerrero | |
| Purchasing Business Analyst | Scott Worthington | |
| ΠS | Joe Harlow | |
| ΠS | Walter LaGrone | |
| ITS | Sally Green | |
| County Clerk | Dana DeBeauvoir | |
| County Clerk Elections | | |
| County Clerk Elections | | |
| County Clerk Elections | | |
| Tax Assessor Collectors office | | |
| Voter Registration | Dee Lopez | |
| | | |

FORMER EMPLOYEES

| | Name of Individual | | |
|-----------------------------------|-----------------------|---------------------|--|
| Ho | Iding Office/Position | Date of Expiration | |
| Purchasing Agent Assistant IV | Vic Chanmu | Igam, C.P.M02/07/09 | |
| Executive Assistant | Dan Smith | | |
| Executive Manager, Budget & Plann | ingChristian Sr | nith05/04/09 | |

* - Identifies employees who have been in that position less than a year.

Proposer acknowledges that Proposer is doing business or has done business during the 365 day period immediately prior to the date on which this proposal is due with the following Key Contracting Persons and warrants that these are the only such Key Contracting Persons:

If no one is listed above, Proposer warrants that Proposer is not doing business and has not done business during the 365 day period immediately prior to the date on which this proposal is due with any Key Contracting Person.

Attachment E

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| CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity | FORM CIQ |
|--|------------------------|
| This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. | OFFICE USE ONLY |
| This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). | Date Received |
| By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. <i>See</i> Section 176.006, Local Government Code. | |
| A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. | |
| 1 Name of person who has a business relationship with local governmental entity | |
| 2 | |
| Check this box if you are filing an update to a previously filed questionnate (The law requires that you file an updated completed questionnaire with the appropriate filing authority needed and after the date the originally filed questionnaire becomes incomplete or inaccurate.) | |
| 3 Name of local government officer with whom filer has employment or business | relationship. |
| Name of Officer | |
| This section (item 3 including subparts A, B, C & D) must be completed for each officer wi employment or other business relationship as defined by Section 176.001(1-a), Local Go additional pages to this Form CIQ as necessary. A. Is the local government officer named in this section receiving or likely to receive tax | vernment Code. Attach |
| investment income, from the filer of the questionnaire? | |
| Yes No | |
| B. Is the filer of the questionnaire receiving or likely to receive taxable income, other the from or at the direction of the local government officer named in this section AND the received from the local governmental entity? | |
| Yes No | |
| C. Is the filer of this questionnaire employed by a corporation or other business entity v local government officer serves as an officer or director, or holds an ownership of 10 | |
| Yes No | |
| D. Describe each employment or business relationship with the local government officer | named in this section. |
| 4 | |
| Signature of person doing business with the governmental entity | Date |
| | Adopted 06/29/07 |



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

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

Voting Session: Tuesday, August 12, 2008

REQUESTED ACTION: REJECT ALL BIDS RECEIVED FOR IFB NO. B080224-SW, TELECOMMUNICATIONS CABLING SERVICES AND REBID. (ITS)

Points of Contact:

Purchasing: Scott Wilson, 854-9451
Department: ITS: Walter LaGrone, 854-4890; David Hopkins, 854-4570; Todd Floyd, 854-4283; Joe Harlow, Director; Alicia Perez, Executive Manager
County Attorney (when applicable):
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. This purchase was to provide telecommunications cabling services for Travis County.

On July 9, 2008, IFB# B080224-SW, Telecommunications Cabling Services was issued through RFP Depot. Three (3) bids were received on July 31, 2008. Two of the vendors that submitted bid responses did not include the additional pricing detail that was requested. The Purchasing Office concurs with ITS to reject all bids. Purchasing will re-solicit for Telecommunications Cabling Services and the associated pricing detail spreadsheet will be updated to include a column for the additional pricing that was requested.

Contract Expenditures:

Contract-Related Information:

Award Amount: Contract Type: Contract Period:

| | Last Updated 08-08-08 at 2:3 | | | | |
|---|---|-------------|-----------------|----------------------|-------------|
| | Solicitation-Related | Information | • | | |
| | Solicitations Viewed : | <u>46</u> | | Responses Received: | <u>3</u> |
| | HUB Information: | <u>0</u> | | % HUB Subcontractor: | <u>N/A</u> |
| | Funding Information | | Е.: | | |
| | Funding AccourtComments: | ıt: | | | |
| 4 | Statutory Verificatio | | | Not Verified | by Auditor. |
| | APPROVED () | : | DISAPPROVED () |) | |
| | BY COMMISSIONE | RS COURT C | DN: | | |
| | | | DATE | | |
| | | | | | |
| | | | COUNT | Y JUDGE | |

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



TRAVIS COUNTY INFORMATION & TELECOMMUNICATION SYSTEMS Joe Harlow, Chief Information Officer

314 W. 11th Street, P. O. Box 1748, Austin, Tx 78767 (512) 854-9666 Fax (512) 854-4401

Travis County Courthouse, Austin, Texas

DATE: August 4, 2008

MEMORANDUM

TO: Cyd V. Grimes, C.P.M. – Travis County Purchasing Agent

FROM: Joe Harlow Jr., Chief Information Officer Att Haulau

SUBJ: Recommendation to Reject all Bids for Cabling Service per IFB B080224-SW

Proposed Motion: Reject all bids for IFB B080224-JT.

Travis County received three bids pursuant to IFB B080224-SW. All bids contained inconsistent responses that could not be evaluated for comparative purposes rendering them non compliant. Listed below are the responders to the IFB.

- CoCom
- KST Electric Schmidt Electric Company LP
- Advance Wireless

ITS will provide revised specifications to eliminate vendor confusion and requests that Travis County release the IFB again.

CC: Harper, Admin Ops, Walter LaGrone, ITS; Nick Macik, ITS

JE IN B - 900 81)RCHASH



Travis County Commissioners' Court Agenda Request

Meeting Date: August 12, 2008

- I. A. Requestor: County Clerk Phone # 854-9188
 - B. Specific Agenda Wording:

CONSIDER AND TAKE APPROPRIATE ACTION ON ITEMS ASSOCIATED WITH THE 2008 TRAVIS COUNTY COMBINED CHARITIES CAMPAIGN. (COUNTY CLERK)

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.) <u>Purchasing Office (854-9700)</u>

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 <u>by Tuesdays at 12:00 p.m.</u> for the next week's meeting. Late or incomplete requests may be deferred to the following week's meeting.

| From: | Susan Bell |
|--------------|--|
| To: | Sam Biscoe |
| CC: | Dana Debeauvoir; Jane Smith; Melissa Velasquez |
| Date: | 8/4/2008 8:56 PM |
| Subject: | Combined Charities - Court Considerations and a Request for Your On-Screen Talents |
| Attachments: | 2008 COACCC 25 words - Copy for Travis County.doc . |

Judge Biscoe,

Thank you for rolling the Combined Charities item until next week due to Dana's illness. Next week, in addition to the update, we would like to bring forth any items that need to be considered by the Court. We are assuming that this includes the following. Please let us know if you do not think these items need to be formally brought before Court.

1. Approval of Fiscal Agent.

Everything is in place for this except for some final details on how the bond should be established. We are hoping this matter can be resolved by next Tuesday. If not, we may have to request consideration of this at a later date.

2. Approval of List of Federations and Charities

The list we are proposing was provided by the City of Austin and their fiscal agent. We have not had any other federations or charities request addition to this list. The only change we want to make on the City's list is to retitle the category they call "City-Sponsored Agencies." We would simply like to call this category "Other." A list of these organizations is attached.

3. Approve the Use of Email to All County Employees to Notify them About the Campaign and Associated Events

Most communication will be through Department Coordinators. However, we would like to send out emails to all county employees about the start of the campaign, reminding them to participate, and notifying them about the end of the campaign. In regard to events, we would like to send out information to employees about the Fall Festival and Haunted Jail, Softball Tournament, and Silent Auction. We will certainly try to keep the number of these to a minimum.

4. Approve the Printing of the Brochure and Forms by the County's Print Shop

This item is the one Dana was hoping to visit with you about so that everyone was together on how this cost will be funded.

5. A Video Message from All Commissioners Encouraging Participation in the Campaign

Our hope is that you and the Commissioners could stand as a group and tape a quick video message announcing the start of the campaign and asking everyone to participate. We would like to send this out as a video to all employees to signal the start of the campaign. ITS has okayed this idea, technically speaking. This is not necessarily a Court action, but we wonder if it would be convenient for everyone to go over to RMCR for a quick filming at the end of a Court meeting. Your ideas on what would work best would be most appreciated.

Finally, and we apologize that this list is so long - we are hoping that you could be a part of the general video that is being put together. This video will be played on Channel 17, be viewable on the webpage, and copied to DVD for use by the Department Coordinators. We have about 25 employees from all over the County who have already scheduled a time with RMCR to speak briefly about why the Combined Charities Campaign is so important and/or to talk about a specific charity that means a lot to them. Your appearance on this video would be a powerful addition to this project and make it even more effective. If that is something you would be willing to do, all you have to do is schedule a time with Juan Campos. His number is 854-4494.

Based on how Dana sounds, I think she will be at home for a couple of days, but you are welcome to call her cell phone number - 632-5948. She said she would try to contact you as well. I am out of the office for a couple of days, but Jane Smith can also help you with any questions. Her phone number is 854-4712.

Thanks for your help,



Travis County Commissioners Court Agenda Request

| Voting Session | 8/12/08 | Work Session | |
|----------------|---------|--------------|--------|
| | (Date) | | (Date) |

I. Request made by:

<u>Greg Hamilton, Travis County Sheriff</u> Phone # <u>854-9788</u> Signature of Elected Official/Appointed Official/Executive Manager/ County Attorney

Requested Text:

Proposed Motions

- A) Approve the Travis County Sheriff's Office to establish a working relationship with the Colorado State Patrol Family Foundation (CSPFF) in order to offer the "Alive @ 25" Defensive Driving Course to the Travis County community.
- B) Approve the solicitation of grants and private funding for financial support of the "Alive @ 25" program.
- C) Approve, in the interest of community safety, offering the program to the citizens of Travis County as an equal partner in the multi-agency Travis County Alive Team (TCAT).

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.
- II. Required Authorizations: Please check if applicable:

Travis County Sheriff's Office (854-9770) County Attorney's Office (854-9415) RECEIVED COUNTY JUDGE'S OFFICE 08 AUG -5 PM 3. 28

| | BACKUP MEMORANDUM |
|----------|--|
| DATE: | July 31, 2008 |
| То: | Members of the Commissioner's Court |
| FROM: | Greg Hamilton, Travis County Sheriff |
| SUBJECT: | "Alive @ 25" Defensive Driving Course (DDC) Program |

Proposed Motion

Discuss and take appropriate action to:

- A) Approve the Travis County Sheriff's Office to establish a working relationship with the Colorado State Patrol Family Foundation (CSPFF) in order to offer the "Alive @ 25" Defensive Driving Course to the Travis County community.
- B) Approve the solicitation of grants and private funding for financial support of the "Alive @ 25" program.
- C) Approve, in the interest of community safety, offering the program to the citizens of Travis County as an equal partner in the multiagency Travis County Alive Team (TCAT).

Staff Recommendation

The Travis County Sheriff's Office has evaluated the program and its success in other areas of the country and recommends approval of the program for Travis County and associated agreements that have been reviewed and accepted by the Travis County Attorney's Office.

Summary:

The program focuses on decision-making, responsibility and risk assessment. The instructor guides students to come to their own conclusions on why young drivers are at such high risk. The students formulate their own ideas as to what they can do to reduce their exposure to those risks. Finally, they learn about different types of consequences and how their choices behind the wheel affect others.

Based upon Colorado's dramatic reduction of 78% in teen fatalities associated with this program, coupled with similar results in other areas, a multi-agency team was formed to pursue the possibility of establishing a program in Travis County. It is comprised of various local agencies including:

- City of Austin Police Department
- Texas Department of Transportation
- Travis County Constable's Office Precinct 3
- Texas Municipal Police Association
- Texas Department of Public Safety
- Capital Metro/Metro Rail
- Travis County Sheriff's Office
- Travis County Attorney's Office
- Austin-Travis County Emergency Medical Services

This multi-agency Team, or the Travis County Alive Team (TCAT), is tasked with obtaining funds and grants through private and public entities, coordinating with local schools for the training of teens, selecting instructor candidates and coordinating their Instructor Certification classes as well as promoting the programs to the community and garnering support. All agencies have contributed their representative's time to this project and the Austin Police Department, Austin-Travis County EMS, Precinct 3 Constable's office and the Travis County Sheriff's Office have each agreed to contribute four representatives to attend 40 hours of training in order to attain program instructor certification.

TCAT currently has an informal alliance with the Colorado State Patrol Family Foundation (CSPFF), the group that has been administering the program in Colorado exclusively for the past 7 years. They are a non-profit organization operating under the umbrella of the Association of Colorado State Patrol Professionals (ACSPP). They will act as the Sponsoring Defensive Driving Course Public Training Center, as outlined in Attachment 1, for program compliance assistance and to train and certify instructors. In order to assist in establishing the program locally, they agree to act as a fiduciary agent for TCAT. This will allow for oversight of revenue and expenditures associated with the program. Further, they also agree to the use of their administration website as outlined in Attachment 2 at a perstudent fee paid from grant funds or donations. This website allows for web-based student registration and instructor class administration as well as the electronic payment of class administration costs, negating the need for full-time program administrative staff.

Fiscal & Budgetary Impact:

This will be a self-funded program; necessary materials such as the program DVD noted in Attachment 3 will be purchased with grant funds derived from both public and private sources. The prospective budget estimate for the first year's minimal goal of instructing 1,000 teens and their parents is just under \$23,000. Other programs have enjoyed the financial support of insurance companies, auto manufacturers and organizations dedicated to safe driving such as Mother's Against Drunk Driving (MADD). At this time, Liberty Mutual Insurance Company has verbally committed to financial support in the amount of \$10,000. AllState Insurance has agreed to a possible \$30,000 grant for the 2009 fiscal year and is actively seeking immediate grant funding for this project through its individual agents in the Travis County area. Rudy's Country Store is donating 100 meals for attendees of the free demonstration class being offered on August 15, 2008.

Background

The leading cause of death for all Americans under the age of 25 is car crashes. The Alive at 25 Program is a defensive driving course developed by the National Safety Council in 1995 to address the growing problem of fatalities for people under the age of 25. It is designed for ages 15 through 24 years of age. The course has two components, the Parent Program designed for parents of teen drivers and the Teen Program, a defensive driving course for teens.

The success of the program has prompted Colorado, Massachusetts, North Dakota, South Carolina and Utah to have the program included in their Graduated Driving License process or point reduction programs, all have seen subsequent reductions in teen auto fatality rates.

Travis County held the first "Alive @ 25" Parent class on Saturday, April 26, 2008 with Travis County employees and their dependant teens invited. 21 persons attended the class and the overall rating by the attendees was "Very Good" with teens stating that they felt the class would positively impact their driving behavior.

Due to the success of Travis County's initial class and the success of the program elsewhere strongly suggest the strong potential for a positive impact on public safety if offered throughout Travis County.

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Attachments

- 1) DDC Public Sub-Agency Agreement
 2) CSPFF Website License Agreement
 3) CSPFF DVD Lease Agreement



DDC PUBLIC SUB-AGENCY TRAINING AGREEMENT

| | EASE TYPE OR PRINT vis County Sheriff's Office, Texas | × NEW | | | |
|------|---|--|---|--|--|
| | anization og Hamilton, Sheriff | DDC PROGRAMS: | | | |
| Cor | ntacl | DDC-6/8 | DDC-4 | | |
| 555 | 5 Airport Boulevard | | | | |
| Add | iress | DDC-PTD | DDC-ADD | | |
| | stin TX 78751 | | | | |
| City | - | DDC-Mature Drive | er X DDC-A25 | | |
| | 2)854-9770 | | | | |
| | ephone Fax | Other: | | | |
| | eg.hamilton@co.travis.tx.us | | | | |
| E-1 | nail | | | | |
| | | | | | |
| We | bsite | | | | |
| | onsoring DDC Public Training Center: <u>Colorado State Patrol</u> nily Foundation("Training Center") | ID. No.; _842364 | | | |
| | Subject to Sub-Agency being a member in good standing of National Safety Council ("NSC") and subject to Sub-Agency's receipt of a copy of this Agreement bearing the writte approval of an authorized representative of NSC, Training Center, an authorized training center for the DDC Programs indicated above ("DDCs"), appoints Sub-Agency and Sul Agency accepts the appointment to teach the DDCs on a non-exclusive basis to the driving public: | | | | |
| | State(s) | | Contractor and the second second | | |
| | County(ies), or Parish(es): The appointment shall have an Initial term of two (2) years beginning on the date Training Co | enter receives written notification of NSC's a | pproval and ending two (2) years thereafter. | | |
| 2. | OBLIGATIONS OF SUB-AGENCY A. Sub-Agency has been provided with, has read, and understands NSC's Manual and P amended from time to time by NSC, as if the Manual was fully set forth In this Agreem or ordinances as it pertains to the delivery, administration or benefits of the DDCs. B. In providing the DDCs, Sub-Agency agrees to sticlly adhere to the appropriate, current Sub-Agency shall order all DDC materials and equipment from Training Center. Sub-undertaken from time to time. Sub-Agency understands that the DDC materials and a in any form is prohibited. Any unauthorized reproduction or use of NSC's copyrighted C. Sub-Agency agrees to use only registered NSC-certified instructors to leach the DDC. D. Sub-Agency agrees to supervise the presentation of all DDCs to ensure quality of inst completing the DDCs. Annual Training Reports will be submitted to Training Center a E. Sub-Agency understands and agrees that the DDCs are the exclusive property of Nacting as a Sub-Agency. F. Sub-Agency understands and agrees that the leasing of the appropriate DDC DVD/vice the sole property of NSC. Sub-Agency willhout proof of payment for a current G. Sub-Agency will provide the necessary locations and classrooms for the DDCs. H. Sub-Agency will provide the necessary locations and classrooms for the DDCs. H. Sub-Agency Will provide the necessary locations and classrooms for the DDCs. H. Sub-Agency Will provide the necessary locations and classrooms for the DDCs. H. Sub-Agency Will provide the necessary locations and classrooms for the DDCs. H. Sub-Agency Will provide the necessary locations and classrooms for the DDCs. H. Sub-Agency Will provide the necessary locations and classrooms for the DDCs. H. Sub-Agency Will provide the necessary locations and classrooms for the DDCs. H. Sub-Agency Will provide the necessary locations and classrooms for the DDCs. | ent. Sub Agency shall comply with all appli- nt instructor's Manuels and to use the DDC i ulfilling its obligations under this Agreement. Agency agrees to inspections by NSC or Tri- audio visuals are copyrighted and that repro- material shall be justification for immediate s. fruction, adhere to course content, and the p it such time and in such manner as may be in SC and that Sub-Agency obtains no right to deo sel(s) is for the sole purpose of leaching s) annually in order to maintain its appointm it NSC DVD/video lease(s). | cable governmental rules, regulations, laws materials prescribed therein. aining Center or their delegate(s), as may be duction or use of NSC copyrighted material termination of this Agreement. resentation of certificates to individuals required by Training Center. or interest in the DDCs by becoming or a the DDCs and that the DVDs/videos remain ent as a Sub-Agency. No organization will luding but not limited to "NATIONAL | | |

OBLIGATIONS OF TRAINING CENTER 3.

Training Center will provide the following services to Sub-Agency:

- Training Center will provide, or assist Sub-Agency in obtaining, Instructor Courses and other training for Sub-Agency's instructors so that they may be certified as required by A. NSC.
- Β. Training Center will promptly process all Sub-Agency orders for DDC materials.
- Training Center will promptly inspect, and notify Sub-Agency regarding its approval or disapproval of the classrooms and locations selected by Sub-Agency. C.
- Training Center will monitor and supervise the DDCs offered by Sub-Agency. D.
- E. Training Center will be the liaison between Sub-Agency and NSC and will promptly provide Sub-Agency with all amendment to the Manual and the Instructor's Manuals.

ASSIGNMENT 4.

Sub-Agency's rights and obligations under this Agreement are not assignable without the prior written consent of NSC. Any attempted assignment, except as expressly approved by NSC in writing, shall be null and void.

5. TERMINATION

- Either party may terminate this Agreement without cause upon thirty (30) days prior written notice to the other party. If any act or omission of the Sub-Agency has the potential to materially impair the reputation of Training Center, NSC or the DDCs, as determined by Training Center, Training Center may terminate this Agreement on three (3) days prior written notice to Sub-Agency. Β.
- In addition to the foregoing, at the election of NSC this Agreement shall terminate upon the expiration or termination of Training Center's appointment as an authorized C. Training Center for the DDCs in the Area: NSC's election to be evidenced by written notice to Sub-Agency given within thirty (30) days of such expiration or termination. If NSC does not elect to terminate this Agreement, Sub-Agency agrees to recognize NSC as the Training Center under this Agreement and to continue its compliance with the terms of this Agreement.

POST-TERM OBLIGATIONS AND RIGHTS 7.

Upon the termination or expiration of the Agreement:

- Sub-Agency shall immediately cease teaching the DDCs, provided, however, that Sub-Agency shall be permitted to conclude any DDC then in progress. Α.
- Sub-Agency shall not thereafter directly or indirectly represent to the public that It is authorized to teach DDCs. Sub-Agency shall immediately cease to use, directly or indirectly, in advertising or in any other manner whatsoever, the Marks, symbols, and other identifying characteristics B. or indicia of NSC or the DDCs, and the Sub-Agency shall not thereafter teach, or cause to be taught, a driver safety course under any name or logo likely to be confused with NSC or the DDCs;
- Sub-Agency shall promptly return to Training Center, at Sub-Agency's expense and without copying or extraction, all DVDs/videos, workbooks, Manuals, Instructor's Manuals, and advertising and promotional materials which were provided to Sub-Agency; provided, however, that, if Sub-Agency has otherwise paid all sums owing, Training C, Center shall, subject to any cancellation or other fees set forth in the Manual, refund a prorated amount of any DVD/video rental fee paid by Sub-Agency or any period subsequent to the Termination Date and pay to Sub-Agency an amount equal to the amount actually paid by the Sub-Agency for any of the then current and unused student workbooks that are returned in the same condition as originally delivered to Sub-Agency.
- D. Sub-Agency shall promptly pay all sums owing to Training Center and NSC, including, in the event of termination for any breach by Sub-Agency, all actual and consequential damages and costs and expenses (including legal and accounting fees and expenses) incurred by Training Center and NSC on account of such breach.

| Date | Signature — Sponsoring DDC Public Training Center | Date | Signature—Sub-Agency Representative |
|------|--|------------------------------------|---|
| | John Anderson. II | | Greg Hamilton, Sheriff |
| | Print Name- Sponsoring DDC Public Training | | Print Name - Sub-Agency Representative |
| | Center Deputy Director | | Travis County Sheriff's Department, Texas |
| | Title— Sponsoring DDC Public Training Center | | Title-Sub-Agency Representative |
| | | | |
| | Signature-National Safety Council | Print Name-National Safety Council | TitleNational Safety Council Representative |

Accepted

Representative

Representative

Mail to:



ATTN: DDC 1121 Spring Lake Drive Itasca IL 60143-3201

Questions: Call 1-800-621-6244

COLORADO STATE PATROL FAMILY FOUNDATION ALIVE AT 25 DVD LEASE

This Lease, made this _____ day of ______, 200___, by and between the Colorado State Patrol Family Foundation ("Lessor" or "CSPFF"), having its principal place of business at 55 Wadsworth Boulevard, Lakewood, Colorado 80226, and [Travis County Sheriff's Department], ("Lessee"), having its principal place of business at [5555 Airport Boulevard, Austin, TX 78751]

For and in consideration of the mutual covenants and promises hereinafter set forth, the parties hereto agree as follows:

1. Lease. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, a copy or copies of an instructional film for use in the *Alive At 25* National Law Enforcement Curriculum defensive driving program entitled *Alive At 25*, *Decisions for Life* (the "Leased Property").

2. Term of Lease. The term of this lease commences upon the date of execution of this lease agreement ("Effective Date") and continues to the earlier of (1) ONE YEAR FROM THE EFFECTIVE DATE or (2) a declaration by the Lessor of an Event of Default hereunder by the Lessee. The term of this Lease Agreement ("Agreement") will automatically be extended for an additional one (1) year period on each successive one year anniversary from the Effective Date unless either party provides written notice of non-extension to the other party at least thirty (30) days prior to the such anniversary and the Leased Property is thereafter surrendered according to Section 8 of this Agreement no more than fourteen (14) days after termination.

3. Rental Payments. The rent for the Leased Property shall be \$150.00 per copy of the Leased Property per year. Lessor rents _____ copies of the Leased Property by this Agreement, causing total rent to amount to \$______. Rent shall be payable within thirty (30) days of the Effective Date or, if the Lease is automatically reviewed under Section 1 of this Agreement, within thirty (30) days of the subsequent anniversary of the Effective Date. Lessee shall pay Lessor the rent by mail or in person at the Lessor's offices at 55 Wadsworth Boulevard, Lakewood, Colorado 80226, or to such other person and at such other place and time as Lessor may from time to time designate in writing.

4. Lessee's Use of the Leased Property. Lessee shall use the Leased Property in a careful and proper manner and shall comply with and conform to all laws, ordinances, and regulations which relate in any manner to the possession, use or maintenance of the Leased Property. Upon Lessor's demand, Lessee shall prominently affix to the Leased Property labels, plates, or other markings supplied by Lessor, stating that the Leased Property is owned by Lessor. Lessee shall only permit instructors who have been trained and certified by the Lessor as an *Alive At 25* National Law Enforcement Curriculum Instructor to use the Leased Property. Lessee shall not permit use of the Leased Property by any person, including Lessee's employees and affiliates, who has not been trained and certified by the Lessor as an *Alive At 25* National Law Enforcement Curriculum Instructor. Lessor's authorized directors and officers may view the Leased Property for non-instructional purposes.

5. Lessee's Inspection of the Leased Property. Lessee shall inspect the Leased Property within seventy-two (72) hours after receiving it. Unless Lessee gives written notice to the Lessor within this time, specifying any defect or other objection to the Leased Property, Lessee agrees that it shall be conclusively presumed, as between the Lessee and Lessor, that the Lessee has fully inspected and acknowledged that the Leased Property is in good condition and repair, and the Lessee is satisfied therewith and has accepted the Leased Property in such good condition and repair.

6. Alterations Prohibited. Lessee shall not make any alterations to the Leased Property without the prior written consent of the Lessor.

7. Loss or Irreversible Damage to Leased Property. In the event of loss or irreversible damage of any kind whatsoever to the Leased Property, the Lessee shall contact Lessor at its business premises to inform Lessor of the loss, at which time Lessor will use its best efforts to replace the Leased Property as soon as practicable.

8. Surrender of Leased Property. Upon the expiration of the lease, with respect to any item of the Leased Property, the Lessee shall return the same to Lessor in good repair, condition, and working order, ordinary wear and tear excepted, in the following manner:

- (a) By delivering the item of Leased Property at Lessee's cost and expense to such place as Lessor shall specify; or
- (b) By loading such item of Leased Property at Lessee's cost and expense on board such carrier as Lessor shall specify and shipping the same, freight collect, to the place designated by Lessor.

9. Warranties. Lessor warranties that the Leased Property is in working condition and will replace defective Leased Property that was not subject to Lessee's accident, abuse, or misuse. LESSOR MAKES NO OTHER WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING THE LEASED PROPERTY'S MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

10. Indemnity. Lessee shall indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorneys' fees, arising out of, connected with, or resulting from the Leased Property, including, without limitation, the delivery, possession, use, operation or return of the Leased Property.

11. Default. If Lessee with regard to any item or items of Leased Property fails to pay any rent or other amount herein provided within ten (10) days after the same is due and payable, or if Lessee with regard to any item or items of Leased Property fails to

observe, keep or perform any other provision of this Lease required to be observed, kept or performed by Lessee, Lessor shall have the right to exercise any one or more of the following remedies:

- (a) To declare the entire amount of rent hereunder immediately due and payable as to any or all items of Leased Property, without notice or demand to Lessee;
- (b) To sue and recover all rents and other payments then accrued or thereafter accruing with respect to any or all items of Leased Property;
- (c) To demand immediate possession of the Leased Property;
- (d) To terminate this Lease as to any or all items of Leased Property; or
- (e) To pursue any other remedy at law or in equity, including those set forth in the Uniform Commercial Code.

Notwithstanding any said repossession or any other action which Lessor may take, Lessee shall be and remain liable for the full performance of all obligations on the part of Lessee to be performed under this Lease. All such remedies are cumulative and may be exercised concurrently or separately.

12. Lessor's Expenses. Lessee shall pay Lessor all costs and expenses, including reasonable attorneys' fees, incurred by Lessor in exercising any of its rights or remedies hereunder or in enforcing any of the terms, conditions, or provisions hereof.

13. Prohibition Upon Assignment. Without the prior written consent of Lessor, Lessee shall not (a) assign, transfer, pledge or hypothecate this lease, the Leased Property or any part thereof, or any interest therein, or (b) sublet or lend the Leased Property or any part thereof, or (c) notwithstanding the provisions of paragraph 4 herein, permit the Leased Property or any part thereof to be used by anyone other than Lessee or Lessee's employees. Consent to any of the foregoing acts applies only in the given instance and is not a consent to any subsequent like act by Lessee or any other person. Any violation of this prohibition on assignment will constitute a default entitling the Lessor to exercise all of its remedies under paragraph 11.

14. **Ownership.** The Leased Property is, and shall at all times be and remain, the sole and exclusive property of Lessor, and the Lessee shall have no right, title or interest therein or thereto except as expressly set forth in this Lease.

15. Non-waiver. No covenant or condition of the Lease can be waived except by the written consent of the Lessor. Forbearance or indulgence by Lessor in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the Lessee to which the same may apply, and, until complete performance by Lessee of

said covenant or condition, Lessor shall be entitled to invoke any remedy available to Lessor under this Lease or by law or in equity despite said forbearance or indulgence.

16. Entire Agreement and Governing Law. This instrument constitutes the entire agreement between Lessor and Lessee, and it shall not be amended, altered, or changed except by a written agreement signed by the parties hereto. This Agreement shall be interpreted by the laws of the State of Colorado and venue shall occur in the state and federal courts of the City and County of Denver, Colorado.

17. Notices. Service of all notices under this Agreement shall be sufficient if given personally or mailed to the party involved at its respective address hereinbefore set forth, or at such address as such party may provide in writing from time to time. Any such notice mailed to such address shall be effective when deposited in the United States mail, duly addressed and with postage prepaid.

18. Titles. The titles to the paragraphs of this Lease are solely for the convenience of the parties and are not an aid in the interpretation of the instrument.

19. Time. Time is of the essence in this Lease and each and all of its provisions.

In witness whereof, the parties hereto have executed this Lease Agreement as of the date written below.

Dated:

John Anderson, Deputy Director CSPFF

Travis County Sheriff's Department

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Colorado State Patrol Family Foundation Alive@25 Website License Agreement

THIS LICENSE AGREEMENT ("Agreement") dated as of ______, 2008, is made between the Colorado State Patrol Family Foundation, 55 Wadsworth Boulevard, Lakewood, Colorado 80226 ("CSPFF"), and the [Travis County Sheriff's Department, TX,] [5555 Airport Boulevard, Austin, TX 78751] ("Agency").

In consideration of the mutual covenants contained in this Agreement, and for other good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged by CSPFF and Agency, the parties hereto agree as follows:

1. Grant of License for Registered Users; License Fees; Other Fees

CSPFF hereby grants Agency a non-exclusive, non-transferable license to use its Alive@25 website ("Website") to facilitate Agency's Alive@25 program, including any documentation files accompanying the Website ("Documentation"), provided that: (i) all logos, marks and notices (including, without limitation, copyright and trademark notices) are maintained on the Website and (ii) Agency agrees to be bound by the terms of this Agreement.

Agency may not require that participants in Agency's Alive@25 program pay Agency for their participation in the Program. CSPFF hereby agrees, conditioned upon such continued arrangement of Agency not requiring payment from any participants in Agency's Alive@25 program, to waive any license fee normally required by CSPFF for Agency's use of the Website. However, should Agency begin to require payments from any or all participants in Agency's Alive@25 program, Agency shall be required to pay CSPFF a license fee for the use of the CSPFF Website, as follows: Agency shall pay CSPFF \$3.00 per student whose enrollment data is obtain by and/or through Agency's program and collected by or entered into or maintained within the CSPFF Website. CSPFF shall provide Agency via U.S. Mail and/or electronic mail with an accounting (the "Accounting") of Agency's student enrollment / student data evidencing the amount due from the effective date of this Agreement on a quarterly basis; April 1st (for Q1 January 1 – March 31); July 1st (for Q2 April 1- June 31); October 1st (for Q3 July 1 – September 30); January 1st (for Q4 September 1 – December 31). Agency shall deliver payment of the amount due evidenced on the Accounting by mail or in person to CSPFF's above-listed address within thirty (30) days of its receipt of the Accounting.

Agency is required to reimburse the CSPFF the full amount of both hosting service fees and SSL encryption certificate fees incurred by the CSPFF on behalf of Agency. The CSPFF will not invoice the first year's hosting or SSL fees. The CSPFF will not invoice any initial web engineering set-up costs required and/or necessary for Agency's initial participation with this agreement. Agency will be responsible for any web engineering fees incurred by the CSPFF that arise out of the Agency's desire or need to change services, functionality or providers after the initial set-up including but not limited to Hosting / SSL Certificates / Payment Gateways / Merchant Services or any other vendor, reason or cause outside of the CSPFF's control. Agency shall deliver payment, by mail or in person to CSPFF's above-listed address within thirty (30) days of its receipt of the invoice of the amount due, for the above described services and fees when invoiced.

2. Ownership

Agency shall have no ownership rights in the Website or Documentation. Rather, Agency shall have a license to use the Website and Documentation as long as this Agreement remains in full force and effect. Ownership of the Website, Documentation and all intellectual property rights therein shall remain at all times with CSPFF. Any other use of the Website or Documentation by any person, business, corporation, government organization or any other entity is strictly forbidden and is a violation of this Agreement. Agency acknowledges, understands and agrees that the Website constitutes valuable proprietary assets and trade secrets of CSPFF embodying substantial creative efforts and Confidential Information (as defined below).

3. Copyright

The Website and Documentation contain material that is protected by United States copyright law and trade secret law and by international treaty provisions. All rights not granted to Agency herein are expressly reserved by CSPFF. Agency may not remove or alter any proprietary notice of CSPFF from any copy of the Website or Documentation.

4. Restrictions

Agency may not rent, lease, loan or distribute the back-end programming of the Website and Documentation or create derivative works based on the Website or Documentation (or any part of the Website or Documentation). Agency may not reverse engineer, decompile, translate, adapt, or disassemble the Website, nor shall Agency attempt to create the source code from the object code for the Website.

5. Prohibited Uses

Agency expressly agrees not to use the Website in a manner that is prohibited by any law or regulation, or to facilitate the violation of any law or regulation.

6. User Information

Agency acknowledges that it is solely responsible for the content of any information Agency distributes by means of the Website. Agency agrees that if CSPFF in its sole, reasonable discretion deems Agency's use of the Website in violation of this Agreement, that CSPFF has the right, but not the obligation to terminate this Agreement or take any other reasonable remedial action authorized by law at its sole discretion.

7. Confidentiality

Agency acknowledges that the Website contains proprietary trade secrets of CSPFF and Agency hereby agrees to maintain the confidentiality of the back-end programming of the Website using at least as great a degree of care as Agency uses to maintain the confidentiality of its own most confidential information. Except as authorized under this Agreement, Agency may not disclose any of CSPFF's Confidential Information (as defined below) without the prior written consent of CSPFF. Agency agrees to use the same degree of care Agency uses with its own Confidential Information, but, in any event, not less than reasonable means, to protect the confidentiality of CSPFF's Confidential Information, including taking measures not to use or allow any such Confidential Information to be disclosed or reproduced except for use in accordance with this Agreement. Agency further agrees not to, or to allow any Confidential Information to be modified, decompiled, reverse engineered or disassembled. Agency agrees to require its directors, agents, servants, sub-contractors, users and employees to maintain all Confidential Information in confidence using the degree of care stated above. Agency agrees to take all appropriate steps to ensure that persons having access to the Confidential Information shall refrain from unauthorized reproduction or disclosure of such Confidential Information. Agency acknowledges and agrees that in the event of an unauthorized reproduction or disclosure of any CSPFF Confidential Information, CSPFF may not have an adequate remedy at law, and therefore, injunctive or other equitable relief may be appropriate to restrain such reproduction or disclosure, threatened or actual. The provisions of this Section 7 shall survive termination of this Agreement.

For purposes of this Agreement, "Confidential Information" means, without limitation, all technical, financial and other commercially valuable information in whatever form including unpatented inventions, trade secrets, copyrighted materials, blue prints, processors, computer programs, know-how, data, data models and file structures, costs, fee schedules, access codes and similar security information procedures, discoveries, developments, improvements, graphs, drawings, designs, samples, devices, models and other materials of whatever description provided by CSPFF that compose the back-end programming of the Website, provided that no such information shall be deemed confidential if it is also received or available from a source other than CSPFF.

8. Limited Warranty

CSPFF warrants that the Website will be free of defects in material and workmanship under normal use during the period in which this Agreement is effective (the "Warranty Period"). THE EXPRESS WARRANTY SET FORTH HEREIN CONSTITUTES THE ONLY WARRANTY WITH RESPECT TO THE WEBSITE AND DOCUMENTATION. CSPFF DOES NOT MAKE, AND HEREBY EXCLUDES, ALL OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND WHETHER EXPRESS OR IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW) WITH RESPECT TO THE WEBSITE AND DOCUMENTATION. CSPFF EXPRESSLY DISCLAIMS ALL WARRANTIES OF TITLE,

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT OF THIRD PARTIES' RIGHTS. CSPFF DOES NOT WARRANT THAT THE WEBSITE WILL MEET AGENCY'S REOUIREMENTS OR THAT THE OPERATION OF THE PRODUCT(S) WILL BE SECURE, ERROR-FREE OR UNINTERRUPTED AND CSPFF HEREBY DISCLAIMS ANY AND ALL LIABILITY ON ACCOUNT THEREOF. CSPFF SHALL HAVE NO OBLIGATIONS UNDER THE WARRANTY PROVISIONS SET FORTH HEREIN IF AGENCY SUBJECTS THE WEBSITE TO ACCIDENT OR ABUSE: ALTERS, MODIFIES OR MISUSES THE WEBSITE; USES THE WEBSITE OTHER THAN THAT FOR WHICH THE WEBSITE IS INTENDED; OR AGENCY VIOLATES THE TERMS OF THIS LICENSE AGREEMENT. THE EXTENT OF CSPFF'S DUTY UNDER THIS LIMITED WARRANTY SHALL BE THE CORRECTION OR REPLACEMENT OF A WEBSITE WHICH FAILS TO MEET THIS WARRANTY. THIS IS AGENCY'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTIES HEREUNDER. NOTWITHSTANDING THE FOREGOING, SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES; HOWEVER, THE EXCLUSIONS OF CSPFF'S WARRANTY IN THIS LIMITED WARRANTY SECTION SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. THIS AGREEMENT DOES NOT EXCLUDE ANY WARRANTIES THAT MAY NOT BE EXCLUDED BY LAW AND ANY LIABILITY ARISING HEREUNDER SHALL BE LIMITED TO THE CORRECTION OR REPLACEMENT OF THE WEBSITE AT CSPFF'S OPTION.

9. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL CSPFF BE LIABLE TO AGENCY OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE WEBSITE, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF DATA, LOSS OF PROFITS, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. IN ANY CASE, CSPFF'S ENTIRE LIABILITY UNDER ANY PROVISION OF THIS AGREEMENT SHALL NOT EXCEED THE LICENSE FEE, IF ANY, RECEIVED BY CSPFF FROM AGENCY FOR THE USE OF THE WEBSITE GIVING RISE TO SUCH DAMAGES.

10. Termination

This Agreement is effective until it is terminated. Agency may terminate this Agreement at any time by notifying CSPFF and ceasing its use of the Website. CSPFF may terminate this Agreement if Agency violates any of the terms of this Agreement or fails to timely make payment of the License Fees described herein. Upon termination, Agency agrees to cease its use of the Website and to certify in writing that all known copies of the Website, including backup copies, have been destroyed. All provisions relating to confidentiality and proprietary rights shall survive the termination of this Agreement.

11. General

This Agreement shall be construed, interpreted and governed by the laws of the State of Colorado without regard to conflicts of law provisions thereof. The exclusive forum for any disputes arising out of or relating to this Agreement shall be an appropriate federal or state court sitting in the City and County of Denver, State of Colorado, USA. This Agreement shall constitute the entire agreement between the parties hereto. Any modification of this Agreement shall only be effective if it is in writing and signed by both parties hereto and any waiver of any term or condition of this Agreement, or any breach thereof, in any one instance, shall not waive such term of condition of any subsequent breach thereof. Notices required to be given hereunder shall be in writing and shall be deemed properly given upon the earlier of (i) actual receipt by the addressee, (ii) 5 business days after deposit in the mail, postage prepaid, when mailed by registered or certified airmail, return receipt requested or (iii) 2 business days after being sent via private industry courier. If any part of this Agreement is found invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be interpreted so as to reasonably effect the intention of the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers and to be effective on and as of the Effective Date.

The Colorado State Patrol Family Foundation

By: _

Signature and Title

Agency: Travis County Sheriff's Department, Texas

By: _

Signature and Title

26/

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Voting Session: August 12, 2008

A. Request made by: Travis County Healthcare District

Patricia A. Young Brown, President and CEO Tel: 978-8155

B. Requested text:

Approve the **Third Amendment of Lease** between TR Austin Retail Corp. as Lessor and the City of Austin as Lessee and where the Travis County Healthcare District will be receiving an assignment from and assuming the obligations of the lessee upon the transfer of the Northeast CHC located in the Springdale Shopping Center at 7112-Z Ed Bluestein Blvd in Austin, Texas.

C. Approved by:

Signature of Commissioner or Judge

Any backup material to be presented to the court must be submitted with this Agenda Request (Original and eight copies):

See attachments.

List of all agencies or officials' names and telephone numbers involved with this request. Please send a copy of this Agenda Request and backup to them:

| Stacy E. Wilson, Ass't. County Attorney Gary Duncan Martin, Ass't. County Attorney | Tel: Tel: | 854-6654 854-9510 | 08 AUG -5 PM 1.32 | RECEIVED |
|---|--------------|----------------------|-------------------|----------|
|---|--------------|----------------------|-------------------|----------|

Agenda Item # 26 for August 12, 2008

RECEIVED COUNTY JUDGE'S OFFICE

08 AUG -8 PM 1.35

REQUEST FOR APPROVAL FROM THE TRAVIS COUNTY HEALTHCARE DISTRICT

Subject of Request for approval: The attached **Third Amendment of Lease** on the NE CHC at the Springdale Shopping Center on Ed Bluestein Blvd.

Authority for Request: Approval is sought under the provisions of Texas Health & Safety Code Section 281.050. The TCHD Board of Managers approved the Lease transaction at its regular meeting on July 24, 2008.

Reason for TCHD involvement: The TCHD is not a direct party to the lease and is not the current tenant of the property. However, the TCHD has signed and approved the lease as an "Interested Party" because it will be receiving an assignment from and assuming the obligations of the City of Austin upon the transfer of the operations of this FQHC from the City to the District in the first or second quarters of 2009.

| Subject Property: | The Northeast Community Health Center located in the Springdale Shopping Center at 7112-Z Ed Bluestein Blvd in Austin, Texas. |
|-------------------|--|
| Landlord: | TR Austin Retail Corp. as Lessor (the Teachers Retirement Fund of Illinois) and as owner of the Springdale Shopping Center. |
| Tenant: | City of Austin as Lessee (For the Community Care Services Department) |

Essential terms of the Lease:

- This Lease is a renewal of a 20+ year old lease of 25,000 SF and is the current location of the Northeast CHC (also known as the Northeast Clinic).
- The extended term of the lease is for 5 years (2008-2013) but with a right to terminate after the 3rd year.
- It is planned for this clinic's operations to be relocated to the North Central CHC to be constructed on Braker Lane by 2011.

THIRD AMENDMENT OF LEASE

This Third Amendment of Lease ("Third Amendment") is made and entered into this <u>2</u> day of <u>5000</u>, 2008, by and between TR Austin Retail Corp., a Delaware corporation ("Lessor") and the City of Austin, a Texas home rule municipality ("Lessee") (sometimes collectively referred to as the "Parties") for the purposes and considerations hereinafter described:

WITNESSETH:

WHEREAS, the Parties and/or their predecessors entered into a certain Lease agreement effective June 29, 1992 (the "Original Lease"), a First Amendment to Lease dated July 23, 1992 (the "First Amendment"); a Second Amendment to Lease dated August 3, 1992 (the "Second Amendment"), hereinafter referred to collectively as "the Lease"; and

WHEREAS, the Parties desire to further amend the Lease and to provide for an Assignment, Assumption and Consent Agreement dated contemporaneously herewith; and

WHEREAS, TR Austin Retail Corp. has succeeded to the interest of the original Lessor under the Lease, and Travis County Healthcare District will succeed to the interest of Lessee under the Lease, as amended; and

WHEREAS, the Parties presently desire to renew, ratify, approve and confirm the Lease and to make certain amendments to the Lease;

NOW THEREFORE, in consideration of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the Lease as follows:

1. The date of full execution of this Lease shall be referred to herein as the "Extension Commencement Date". Landlord and Tenant agree that, during the period between November 1, 2007, and the day prior to the Extension Commencement Date, the calculated gross monthly rental, as approved by the Austin City Council, was established at \$29,167.00 per month. Tenant shall promptly pay the Landlord the difference between the amount of \$29,167.00 per month and the amount of rent actually paid per month of \$21,416.67 for such period, including any prorated amount for a partial month in full satisfaction of the rent due for the period.

2. The Lease Term is hereby extended for five (5) years from the Extension Commencement Date (said 5-year period being referred to herein as the "Extended Term"). If the Extension Commencement Date does not fall on the first day of a calendar month, then the Extended Term will be extended such that the final day of the Extended Term will be the last day of the month in which the Extended Term expires.

3. The gross monthly rental amounts for the Extended Term shall be as follows:

Year 1: \$26,666.67 per month Year 2: \$27,010.42 per month Year 3: \$27,371.35 per month Year 4: \$27,750.34 per month Year 5: \$28,148.27 per month

4. Lessee shall have the right to terminate this Lease (the "Termination Right"), with the termination to be effective anytime on or after (but not before) the third (3rd) anniversary of the Extension Commencement Date. In order to exercise the Termination Right, Lessee must give written notice to Lessor no less then twenty four (24) months prior to the desired date of termination (the desired date of termination being the "Termination Date"), and Lessee must also deliver to Lessor a payment (the "Termination Fee"). The applicable Termination Fee shall be based on the month of the Extended Term in which the Termination Date falls. The Termination Date may only fall between month 37 and month 60, and the corresponding Termination Fee for each month during such period is listed in the far right column on Exhibit A attached hereto. Lessee must pay the Termination Fee in one of the two following ways: (i) in one lump sum when Lessee gives notice to Lessor that Lessee desires to exercise the Termination Right; or (ii) in twenty four (24) equal installments, with the first installment to be paid at the same time that Lessee gives notice to Lessor that Lessee desires to exercise the Termination Right. If Lessee holds over after the Termination Date, no part of the Termination Fee shall be refunded to Lessee.

5. Capitalized terms which are not otherwise defined herein shall be deemed to have the same meanings herein as are ascribed to such terms in the Lease. All references herein to "Lease" shall be deemed to be references to the Lease, as amended hereby.

6. Lessee is renewing the Lease, extending the Term and continuing to lease the Leased Premises "as is", without any representations or warranties of any kind (including, without limitation, any express or implied warranties of merchantability, fitness or habitability) and without any obligation on the part of Lessor to alter, remodel, improve, repair or decorate the Leased Premises or any part thereof, except for the duties stated in the Lease or this Third Amendment.

7. All notices from Lessee to Lessor under the Lease shall henceforth be sent to the following:

LPC Realty Advisors, Inc. 120 North LaSalle Street Suite 1750 Chicago, Illinois 60602 Attention: Jenifer A. Ratcliffe

With a copy to:

Holland & Knight LLP 131 South Dearborn Street 30th Floor Chicago, IL 60603 Attention: James T. Mayer

All notices from Lessor to Lessee under the Lease shall henceforth be sent to the following:

During the portion of the Term prior to the Assignment of the Lease to the Travis County Healthcare District:

Lauraine Rizer Manager of Real Estate Services Office of Contract and Land Management 505 Barton Springs Road, 13th Floor Austin, Texas 78704

With copy to

City Law Department Attn: Gordon Bowman 301 W. 2nd Street Austin, Texas 78701

During the portion of the Term after the Assignment of the Lease to the Travis County Healthcare District:

Travis County Healthcare District Attention: Larry Wallace, Associate Administrator 1111 East Cesar Chavez St., Suite B Austin, Texas 78702

With a copy to:

Travis County Attorney's Office Attention: Stacy Wilson or Gary D. Martin Travis County Administration Building 314 W. 11th Street, Room 420 Austin, Texas 78701

8. Lessee has a full time employee, who is a licensed real estate broker, who has represented Lessee in connection with this Third Amendment, provided that such person is not entitled to and otherwise waives any fee or commission or statutory broker's lien in connection herewith by, through or under Lessee. Lessee agrees that it is responsible, to the exclusion of any responsibility of the Lessor, to compensate such broker for its services as a full time employee of Lessee in connection with this Third Amendment.

9. This Third Amendment may be executed in counterparts, each of which shall constitute an original, and all of which, when taken together, shall constitute one and the same instrument.

10. Time is of the essence for this Third Amendment and the Lease and each provision hereof and thereof.

11. Submission of this instrument for examination shall not bind Lessor and no duty or obligation on Lessor shall arise under this instrument until this instrument is signed and delivered by Lessor and Lessee.

12. This Third Amendment and the Lease contain the entire agreement between Lessor and Lessee with respect to Lessee's leasing of the Leased Premises. Except for the Lease and this Third Amendment, no prior agreements or understandings with respect to the Leased Premises shall be valid or of any force or effect.

13. If any provision of this Third Amendment or the application thereof to any person or circumstance is or shall be deemed illegal, invalid or unenforceable, the remaining provisions hereof shall remain in full force and effect and this Third Amendment shall be interpreted as if such legal, invalid or unenforceable provision did not exist herein.

14. Except as modified by this Third Amendment, all of the terms, conditions, agreements, covenants, representations and warranties contained in the Lease remain in full force and effect. In the event of any conflict between the terms and conditions of this Third Amendment and the terms and conditions of the Lease, the terms and conditions of this Third Amendment shall prevail.

15. This Third Amendment is binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

16. Lessee represents and warrants to, and covenants with, Lessor that it is a governmental entity and provider of community health care medical services, as such is in compliance with and shall continue to comply with the applicable provisions of the any laws relating to terrorism or money laundering (collectively, the "Anti-Terrorism Laws"), including without limitation Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 and relating to Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism (the "Executive Order") and/or the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56) (the "USA Patriot Act").

17. This Third Amendment and the Lease shall be deemed to be, for all purposes, one instrument.

18. It is understood and agreed expressly by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, warranties, covenants, undertakings and agreements made herein or in the Lease on the part of Lessor, while in form purporting to be the representations, warranties, covenants, undertakings and agreements of Lessor, are nevertheless each and every one of them made and intended, not as personal representations, warranties, covenants, undertakings and agreements by Lessor or for the purpose or with the intention of binding Lessor personally, but are made and intended for the purpose only of subjecting Lessor's interest in the Shopping Center and the Leased Premises to the terms of this Third Amendment and the Lease and for no other purpose whatsoever.

19. In case of default hereunder by Lessor, Lessee shall look solely to the interests of Lessor in the Shopping Center; that Lessor shall have no personal liability whatsoever to pay any indebtedness accruing hereunder or to perform any covenant, either express or implied, contained herein; and that no personal liability or personal responsibility of any sort is assumed by, nor shall at any time be asserted or enforceable against, said Lessor, individually or personality, on account of any representation, warranty, covenant, undertaking or agreement of Lessor in this Third Amendment or the Lease contained,

either express or implied, all such personal liability, if any, being expressly waived and released by Lessee and by all persons claiming by, through or under Lessee. Notwithstanding the provisions of the foregoing exculpation clause, nothing therein is intended to limit or preclude payment of the Lessor's obligations and claims of the Lessee from the proceeds of this Lease, public liability insurance, excess liability insurance (umbrella policies) fire and casualty insurance policies and all other policies of insurance affecting the Leased Premises maintained by the Lessor.

20. Section 15.2 of the Original Lease is hereby amended as follows: the first two words, "Lessor shall", are hereby deleted, and are replaced with "Lessor shall use commercially reasonable efforts to".

21. If this Lease is assigned, or if Lessee is no longer self-insured, Lessee shall maintain commercial general liability insurance with a limit of not less than One Million Dollars (\$1,000,000) per occurrence, and an umbrella policy with a limit of not less than One Million Dollars (\$1,000,000).

22. Lessee's operations in the Leased Premises, as well as all property, substances and other materials kept, stored, allowed to be brought within, or disposed from the Leased Premises - shall comply in all respects with all federal, state, and municipal laws, ordinances, codes and regulations relating to the protection of the environment and natural resources, now existing or hereafter enacted (collectively, the "Environmental Laws"), including without limitation the following: (i) the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980 (often referred to as "CERCLA"), as amended by the Superfund Amendments and Reauthorization Act of 1986, as same may have been further amended or may be further amended from time to time, (ii) the federal Resource Conservation and Recovery Act of 1976, as amended by the Used Oil Recycling Act of 1980, the Solid Waste Disposal Act Amendments of 1980. and the Hazardous and Solid Waste Amendments of 1984, as same may have been further amended or may be further amended from time to time, (iii) the federal Water Pollution Control Act of 1972 (often referred to as the "Clean Water Act"), as same may have been amended or may be amended from time to time, (iv) the federal Spill Compensation and Control Act of 1976, as same may have been amended or may be amended from time to time, and (v) any and all other federal, state, county, and municipal laws, ordinances, codes and regulations which relate in any way to the matters regulated by CERCLA and/or any other above-mentioned federal legislation. All property kept, stored or allowed to be brought within the Leased Premises shall be at Lessee's sole risk. Lessee shall immediately notify Lessor in the event Lessee becomes aware of any actual or potential environmental hazard or any actual or alleged violation of one or more Environmental Laws. Lessee is responsible, to the extent allowed by Texas law and to exclusion of any such responsibility of the Lessor for its proportionate share, as determined by a court of competent jurisdiction, for any and all liability, liens, claims, demands, damages, expenses, fees, costs, fines, penalties, suits, proceedings, actions and causes of action (including without limitation all attorneys' fees and expenses) arising out of or relating to, directly or indirectly, any violation or alleged violation by Lessee or any party accessing the Leased Premises by or through Lessee of any one or more of the Environmental Laws, except for any violations of Environmental Laws which may be caused solely by Lessor. This provision shall survive the expiration or termination of this Lease. Notwithstanding anything in this paragraph to the contrary, Lessee will be permitted to operate a medical clinic which utilizes controlled substances,

as permitted by law, and will be permitted to use and store ordinary cleaning products on the Premises.

23. Lessor shall not be liable to Lessee or to Lessee's employees, agents, or visitors, or to any other person-whomsoever, for any injury to person or damage to property on or about the Leased Premises or the Common Area caused by the negligence or misconduct of Lessee, its employees, sublessees, licensees or concessionaires, or of any other person entering the Shopping Center under express or implied invitation of Lessee (with the exception of customers in the Common Area), or arising out of the negligent use or misuse of the Leased Premises by Lessee and the willful misconduct of its business therein, or arising out of any breach or default by Lessee in the performance of its obligations under this Lease; and Lessee hereby agrees that it is responsible to the extent allowed by Texas law and to the exclusion of any such responsibility of Lessor for its proportionate share, as determined by a court of competent jurisdiction, for any loss, expense or claim arising out of such damage or injury.

24. Lessor shall upgrade the existing HVAC and related improvements serving the Premises in accordance with plans and pricing agreed with Lessee. The total cost of upgrading the HVAC and related improvements may not exceed Eighty Thousand Dollars (\$80,000), and part of such total cost shall be a construction supervision fee for Lessor equal to five percent (5%) of costs, with a minimum fee of \$2,000. Lessor and Lessee shall commence planning and construction of the HVAC and related upgrades promptly after execution of this Third Amendment. If the total cost of the HVAC and related upgrades described herein (including Lessor's construction supervision fee) is less than Eighty Thousand Dollars (\$80,000), Lessor shall disburse to Lessee the difference up to a maximum of Twenty Thousand Dollars (\$20,000), which Tenant shall use for additional improvements to the Leased Premises (such improvements and alterations to be performed pursuant to Section 5.2 of the Original Lease and all other provisions of the Lease).

25. Lessor and Lessee agree that the Assignment, Assumption and Consent Agreement between the Parties and Travis County Healthcare District (the "District"), a copy of which is attached hereto as Exhibit B and made a part hereof, will be executed by the Parties and the District and will be effective as of midnight February 28, 2009, or upon the District's receipt of Federally Qualified Health Care Provider status certification, whichever is later. Upon such occurrence, pursuant to the terms and conditions of the Assignment, Assumption and Consent Agreement, the District will succeed to the positions of Lessee, the City of Austin will be released from the Lease, and the Lessor will look exclusively to the District as Lessee.

26. The District hereby joins in the execution of this Third Amendment of Lease for the limited purpose of evidencing its position as a party in interest in the contemplated future assignment of the Lease.

27. The Lease, as amended, is hereby ratified, approved and confirmed.

[EXECUTION PAGE FOLLOWS]

The undersigned have been duly authorized to enter into this Third Amendment without the joinder of any other party.

EXECUTED in multiple counterparts, each of which shall have the force and effect of an original, on the date and year first set forth above.

TR Austin Retail Corp., a Delaware corporation

By: Jenifer A. Ratcliffe

President

Date of Signature:

The City of Austin, a Texas home rule municipality

aunan By: Lauraine Rizer

Manager, Real Estate Services

Date of Signature: 7-11- 05

Approved as to Form:

Gordon Bowman

Assistant City Attorney

Travis County Healthcare District, a Texas local government

By: Patricia A. Young Brown

President and Chief Executive Officer

Date of Signature

- . . .

EXHIBIT A

CHART SHOWING TERMINATION FEE

| Month nierest-Bearing | | | Ren | naining Principal Rem | aining Principal | Amount Du |
|-----------------------|-----------------------------|-------------------------|-----------|------------------------|------------------------|--------------------------|
| # An | ortzation | Interest | Principal | Balance | Balance | lf Terminate |
| 1 | 2,344.48 | 770.83 | 1,573.63 | 114.051.37 | | \$114,051.3 |
| Ž | 2,344.46 | 760.34 | 1,5B4.12 | 112,467.25 | | \$112,407.2 |
| 3 | 2,344.46 | 749.78 | 1,594.65 | 110.872.58 | | \$110.872.5 |
| 4 | 2,344.40 | 739.16 | 1,605.31 | 109,267.27 | | \$109,267.2 |
| 5 | 2,344,46 | 728.44 | 1.616.02 | 107.651.25 | | \$107,651.2 |
| សី | 2,344.46 | 717.67 | 1,626.70 | 106.024.46 | | \$106.024.4 |
| 7 | 2,344.46 | 700.83 | 1.637.63 | 104,366.63 | | \$104,386.8 |
| 8 | 2,344.46 | 695,91 | 1.048.55 | 102.738.29 | | \$102,738.2 |
| Ŷ | 2,344.46 | 684.92 | 1,859.64 | 101.078.75 | | \$101,078.7 |
| 10 | 2,344.46 | 673.85 | 1,670.61 | 00.408.14 | | \$00,408.1 |
| 15 | 2,344.46 | 662.72 | 1.681.74 | 97,726.40 | | \$97,720.4 |
| 12 | 2,344.46 | 051,50 | 1,692.96 | 96.033.44 | | 506,033.4 |
| 13 | 2,344.46 | 640.22 | 1,704.24 | 04,320.20 | | \$94,329.2 \$92,613.6 |
| 14 | 2,344.46 | <u>628.88</u> 617.42 | 1,715.60 | 92.613.61 90,886.57 | | \$90,880.5 |
| 15 | 2,344.46 | | 1,727.04 | | · · · · · · · | \$80,148.D |
| 18 17 | 2,344.46 | 605.91 594.32 | 1,759.14 | 80,148.02 87,397.88 | ······ | \$87.307.8 |
| 18 | <u>2,344.46</u> 2,344.46 | 582.05 | 1.761.81 | 85.636.07 | | 585.636.0 |
| 19 | 2,344.46 | 570.90 | 1,773.58 | 83,862.52 | | \$83,862.5 |
| 20 | 2.344.46 | 559.08 | 1.785.26 | 82,077.14 | | \$82.077.1 |
| 21 | 2.344.46 | 547.18 | 1,797.28 | 80,270.86 | | \$80,279.8 |
| 22 | 2,344.46 | 535.19 | 1,809.27 | 78,470,59 | | \$78,470.5 |
| 23 | 2,344,48 | 523.13 | 1,821,33 | 76,649,26 | | \$76,649.2 |
| 24 | 2,344.46 | 510.99 | 1.833.47 | 74,815,80 | | \$74,815.8 |
| 25 | 2,344.46 | 498.77 | 1,845.69 | 72,970,11 | | \$72,970.1 |
| 26 | 2,344.46 | 480.40 | 1,855.00 | 71,112.11 | | \$71,112.1 |
| 27 | 2,344,46 | 474.08 | 1,875.36 | 69.241.73 | | 569,241.7 |
| 28 | 2,344.46 | 461.61 | 1,862.85 | 67.358.8B | | \$87,358.8 |
| 29 | 2,344.46 | 449.05 | 1,895.41 | 65.463.48 | | 565,463.4 |
| 30 | 2,344.46 | 438.42 | 1,906.04 | 63,555.44 | | \$63,555.4 |
| 31 | 2,344.46 | 423.70 | 1,920.76 | 61,634.68 | | \$61,634.6 |
| 32 | 2,344.46 | 410.89 | 1,933.57 | 59,701.11 | | \$59,701.1 |
| 33 | 2,344.46 | 398.00 | 1,946.46 | 67,754.65 | | \$57,754.8 |
| 34 | 2,344.46 | 385.03 | 1,259,43 | 65.795.22 | | \$55,795.2 |
| 35 | 2,344.46 | 371.96 | 1,972,50 | 53,622.73 | | \$53,822.7 |
| 35 | 2,344.46 | 353.81 | 1,985.65 | 51.B37.0E | | \$51.837.D |
| 37 | 2,344.46 | 345.58 | 1.998.88 | 49,638,20 | 80,350.26 | \$130,198.4 |
| 38 | 2,344.48 | 332.25 | 2,012.21 | 47,825.99 | 76,856.77 | \$124.682.7 |
| 39 | 2,344.46 | 318.84 | 2,025.62 | 45,600.37 | 73,383.28 | \$119,183.6 |
| 40 | 2.344.4B | 305.33 | 2.039.13 | 43,761.25 | 69,869.79 | \$113,631.0 |
| 41 | 2.344.46 | 291.74 | 2,052.72 | 41.708.53 | 66,376.3D | \$108.084.B |
| 42 | 2,344.46 | 278.05 | 2.086.41 | 39,642.12 | 62,882.81 | \$102,524.9 |
| 43 | 2,344.46 | 284.28 | 2,060.18 | 37,581.94 35,487.89 | 59,389.32 55,895.83 | \$96,951.2 \$91,363.7 |
| 44 45 | | 236.45 | 2,108.01 | 33,359,69 | 52,402.34 | \$85,782.2 |
| | 2,344.46 | 230,45 | 2,122.07 | 31,237,82 | 48,908.85 | 580.140.6 |
| 48 47 | 2,344.46 | 208.25 | 2,122.07 | 29.101.61 | 45,415.36 | \$74.516.9 |
| 48 | 2,344.46 | 194.01 | 2,150.45 | 28.951.10 | 41,921.08 | \$68,873.0 |
| 49 | 2,344.40 | 179.67 | 2,104.79 | 24,786,37 | 38,428,39 | 563.214.7 |
| 50 | 2,344.46 | 105.24 | 2,179.22 | 22,607.16 | 34.934.90 | \$57,542.0 |
| 51 | 2,344.46 | 150.71 | 2,193.75 | 20.413.41 | 31,441,41 | \$51.854.8 |
| 52 | 2,344.46 | 136.08 | 2,205.38 | 18.205.03 | 27.947.92 | \$46,152.9 |
| 53 | 2,344.46 | 121.36 | 2.223.18 | 15,981.93 | 24,454.43 | \$40,430.3 |
| 54 | 2,344.46 | 100.54 | 2,237.92 | 13,744.01 | 20,060.94 | \$34,704.9 |
| 55 | 2,344.46 | 91.02 | 2.252.84 | 11.4D1.15 | 17,467.45 | \$28,958.6 |
| 56 | 2,344.46 | 78.60 | 2,267.86 | 0.223.32 | 13,973.96 | \$23,197.2 |
| 57 | 2,344.46 | 61.48 | 2.262.98 | 6.040.34 | 10,480.47 | \$17,420.9 |
| 58 | 2,344.46 | 48.26 | 2,296.20 | 4.642.14 | 80.080.0 | \$11,629.1 |
| 59 | 2,344.46 | 30.04 | 2,313.52 | 2.328.02 | 3,493,49 | \$5,822.1 |
| 60 | 2,344.14 | 15.52 | 2,325.62 | D.00 | 0.00 | \$0.0 |

EXHIBIT B

ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT

ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of ______, 2008, by and among TR AUSTIN RETAIL CORP., a Delaware corporation ("Lessor"), CITY OF AUSTIN, a Texas home rule municipality ("Lessee", also referred to herein as "Assignor") and TRAVIS COUNTY HEALTHCARE DISTRICT, a Texas local government ("Assignee").

WITNESSETH:

WHEREAS, Lessor and Lessee entered into a certain Lease agreement effective June 29, 1992 (the "Original Lease"); a First Amendment to Lease dated July 23, 1992 (the "First Amendment"); a Second Amendment to Lease dated August 3, 1992 (the "Second Amendment"), and a Third Amendment to Lease dated ______, 2008 (the "Third Amendment", and collectively with the Original Lease, the First Amendment and the Second Amendment, the "Lease"), whereby Lessor leased to Lessee approximately 25,000 square feet of space (the "Leased Premises") in the Springdale Shopping Center (the "Shopping Center"), located at 7112-Z Ed Bluestein Blvd., Austin Texas, all as more particularly set forth in the Lease; and

WHEREAS, Lessee desires to assign and Assignee desires to assume the Lease subject to the terms and conditions herein mentioned.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Lease is hereby modified and extended as follows:

The foregoing recitals are incorporated herein by reference. Capitalized and defined terms used in this Agreement shall have the same meanings as those ascribed to them in the Lease unless the context clearly requires otherwise. In the event that the terms of this Agreement conflict with the terms of the Lease, the terms of this Agreement control.

Lessee hereby assigns the Lease to Assignee, effective for and during the remainder of the term mentioned in such Lease, subject to the covenants and conditions therein mentioned, together with all right, title and interest of Lessee in the Leased Premises.

Assignee hereby agrees to assume the Lease for the balance of the term thereof, and to pay the rent and additional rent, and to faithfully perform all of the covenants, stipulations and agreements contained therein, and to stand fully liable to Lessor upon said Lease including, without limitation, liability for any and all obligations of Lessee under the Lease regardless of the date(s) any such obligation(s) may have arisen. Nothing contained in this Agreement shall be deemed to amend, modify, or alter in any way the terms, covenants and conditions set forth in the Lease.

PAUB

Lessee shall be released from liability under the Lease with respect to any and all claims arising after the date of full execution of this Agreement, but Lessee shall remain liable under the Lease with respect to claims arising prior to the date of full execution of this Agreement.

Lessee hereby assigns to Assignee all right, title and interest in and to any security deposit held by Lessor as security for Lessee's performance under the Lease. Lessor shall continue to hold the security deposit (if any) pursuant to the Lease, and Lessee hereby releases and waives any claim or right to receive the security deposit upon the expiration or earlier termination of the Lease.

In consideration of the foregoing, Lessor hereby consents to the assignment of the Lease by Lessee to Assignee, but upon the express condition that neither such consent nor the collection of rent from Assignee shall be deemed a waiver or relinquishment for the future of the covenant restricting assignment or subletting.

All rights and remedies of Lessor enumerated herein or in the Lease shall be cumulative, and none shall exclude any other remedies allowed at law or in equity.

In the event that any provision or section of this Agreement is rendered invalid by the decision of any court or by the enactment of any law, ordinance or regulation, such provision or section shall be deemed to have never been included herein, and the balance of this Agreement shall continue in full force and effect in accordance with its terms.

In all other respects, the Lease shall continue in full force and effect.

This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which, when taken together, shall constitute one and the same instrument.

[EXECUTION PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

LESSOR:

TR AUSTIN RETAIL CORP., a Delaware corporation

. · ·

LESSEE/ASSIGNOR:

CITY OF AUSTIN,

a Texas home rule municipality

By: Jenifer A. Ratcliffe President By:_

Lauraine Rizer, Manager Real Estate Services Division, Department of Public Works

APPROVED AS TO FORM:

Gordon Bowman Assistant City Attorney

ASSIGNEE:

TRAVIS COUNTY HEALTHCARE DISTRICT, a Texas local government

By:_

Patricia A. Young Brown President and Chief Executive Officer

4563825_v11

Travis County Commissioners Court Agenda Request

#

Voting Session <u>8/12/08</u> (Date)

(Date)

Work Session

1. A. Request made by: <u>County Attorney (Tamara Armstrong)</u> Phone # <u>854-</u> <u>9513</u>

Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested Text: <u>Consider and Approve Agreement for Assessment and</u> <u>Collection Services between Travis County and Williamson Travis County WCID No.</u> <u>1D</u>

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:

| Nelda Wells-Spears, Tax Assessor/Collector | 854-9742 |
|--|----------|
| Elliott Beck, Div. Dir., Collections, TCAO | 854-9513 |
| Tamara Armstrong, Asst. Co. Atty., TCAO | 854-9513 |
| Renea Deckard, Tax Office | 854-9632 |
| Tien Dao, Tax Office | 854-9269 |

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 (reclassification, etc.) <u>Purchasing Office (854-9700)</u>
- Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

X 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 PM on Monday for the following week's meeting. Late or incomplete requests may be deferred to the next subsequent meeting.

185558-1

DAVID A. ESCAMILLA COUNTY ATTORNEY

RANDY T. LEAVITT FIRST ASSISTANT

JAMES W. COLLINS EXECUTIVE ASSISTANT

314 W. 11TH, STREET GRANGER BLDG., SUITE 420 AUSTIN, TEXAS 78701

P. O. BOX 1748 AUSTIN, TEXAS 78767

(512) 854-9513 FAX: (512) 854-4808

CONFIDENTIAL COMMUNICATION ATTORNEY CLIENT PRIVILEGE

August 4, 2008

Honorable Samuel T. Biscoe, County Judge Honorable Members of the Commissioners Court 314 W. 11th Street Austin, Texas 78701

> Re: New Tax Assessment and Collection Agreement Between Travis County and Williamson Travis County WCID No. 1D; File 128.114

Dear Judge and Commissioners:

The new Tax Assessment and Collection Agreement attached hereto replaces the original Tax Assessment and Collection Agreement between Travis County and Williamson Travis County WCID No. 1D. The new Agreement is updated and provides for tax assessment and collection services for that portion of the entity located in Travis County.

Sincerely yours,

Tamara Unistrus Tamara Armstrong Assistant County Attorney (by Mad Leas)

Ch Attachments



TRANSACTIONS DIVISION

JOHN C. HILLE, JR., DIRECTOR + BARBARA J. WILSON MARY ETTA GERHARDT STACY WILSON TAMARA ARMSTRONG JAMES M. CONNOLLY TENLEY A. ALDREDGE JULIE JOE DANIEL BRADFORD *CHRISTOPHER GILMORE SARAH F. CHURCHILL

† Member of the College of the State Bar of Texas "Board Certified Commercial Real Estate Law Texas Board of Legal Specialization

AGREEMENT FOR ASSESSMENT AND COLLECTION SERVICES BETWEEN TRAVIS COUNTY AND WILLIAMSON TRAVIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1D

THIS AGREEMENT is made and entered into by and between the County of Travis (hereinafter called "County"), a political subdivision of the State of Texas, the Travis County Attorney, and Williamson Travis County Water Control and Improvement District No. 1D, a local governmental entity, duly organized and existing under the laws of the State of Texas, (hereinafter called "District"), each acting herein by and through its duly authorized officials.

RECITALS

WHEREAS, the parties to this Agreement wish to consolidate the assessment and collection of property taxes into one agency, the Tax Assessor/Collector of Travis County, except for those taxes on property located outside of Travis County;

WHEREAS, the parties enter into this Agreement in order to eliminate the duplication of the existing system for collection of taxes and to promote governmental efficiency;

WHEREAS, the parties intend that the County, through its Tax Assessor/Collector, assess and collect the ad valorem property taxes owing to District and that the Travis County Attorney represent the District in the enforcement of said taxes; and

WHEREAS, the parties enter into this Agreement pursuant to the authority granted by Sections 6.23, 6.24 and 6.30, TEXAS PROPERTY TAX CODE, and by Chapter 791 of the GOVT CODE, which is known as the Interlocal Cooperation Act.

WHEREAS, the parties hereto agree that this Agreement supersedes and replaces the original contract for assessment and collection between Travis County and District dated July 25, 2000, including any and all amendments thereto, and said agreement and amendments are hereby terminated, replaced and superseded in their entirety by this Agreement, on the effective date of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the terms, provisions, and mutual promises herein contained, the parties hereto mutually agree as follows:

1.0 PERFORMANCE. Performance by the County of the assessment and collection of each year's property taxes shall commence not earlier than October 1 of the current tax year and shall be completed not later than September 30 of the following tax year unless the County finds extension to be necessary.

2.0 SERVICES TO BE PERFORMED

2.01 <u>Assessment and Collection of Ad Valorem Property Taxes and Delinquent</u> <u>Taxes</u>. The County shall assess and collect the ad valorem property taxes owing to the District, with regard to all properties on the District's tax roll except for those properties on the District's tax roll that are located outside of Travis County. The County shall also collect the delinquent taxes owing to the District as hereinafter provided in this Agreement, including the enforcement of the collection of said delinquent taxes, except for delinquent taxes on properties located outside of Travis County; provided, however, the County shall continue to handle pending lawsuits for the collection of delinquent taxes on properties located outside of Travis County as provided in Subsection 9.02. With respect to the ad valorem property taxes, including delinquent taxes, which the County collects as specified in this Subsection 2.01, the County further agrees to perform for the District all the duties related to the assessment and collection of taxes for the District provided by the laws of the State of Texas for the collection of said taxes.

2.02 <u>Performance of Functions and Consolidated Tax Statements.</u> With respect to the ad valorem property taxes, including delinquent taxes, which the County collects within the District, except for that portion of the District located outside of Travis County, as specified in Subsection 2.01 hereof, the County shall perform all the functions set out in Subsection 12.01 of this Agreement. In connection therewith, the County agrees to prepare consolidated tax statements for each taxpayer. The tax statement shall include taxes owed to all taxing units to which the taxpayer owes taxes, except those units which have not contracted with the County for the assessment and collection of its taxes, and except for taxes owed to the District on properties located outside of Travis County. The County shall mail said tax statements to each taxpayer or authorized agent of property within the District, except for those taxpayers or authorized agents of property which is located outside of Travis County.

2.03 <u>Tax Assessor/Collector for District</u>. The District hereby designates the Tax Assessor-Collector of the County of Travis as its tax assessor and tax collector for all purposes under the Texas Property Tax Code, with respect to the collection of ad valorem taxes on property within the District except for property located outside of Travis County.

2.04 <u>Copy of Tax Roll</u>. The County shall provide the governing body of the District with a copy of the tax roll for each year that this Agreement is in effect, with respect to ad valorem property taxes covered by this Agreement.

3.0 PAYMENT

3.01 <u>Amount of Payment</u>. District agrees to pay the County the costs of performing the services specified in this Agreement, as prescribed in this Section 3.0. These costs shall be allocated among the District and the other taxing units contracting for

assessment and collection services in the same manner so that the District and each of the other taxing units pay the same rates approved by the Travis County Commissioners Court.

3.01.01 For the 2008 tax year, the District shall pay the rate approved by the Travis County Commissioners Court in 2008, per parcel for all parcels located in Travis County and on the District's tax roll; and, for each year thereafter during this Agreement, the District shall pay the rate approved by the Travis County Commissioners Court for the tax year in question, per parcel for all parcels located in Travis County and on the District's tax roll.

3.01.02 The County shall, by written notice, notify the District in subsequent years of this Agreement of the amount that the District shall pay to the County for performing tax assessment and collection services pursuant to this Agreement.

3.02 <u>Method of Payment</u>. The County shall withhold from the remittances to the District the amount of money necessary to pay for the cost of assessing and collecting current taxes for the District, until the amount of payment authorized under Subsection 3.01 above has been received by the County.

4.0 REMITTANCE OF COLLECTION. The taxes collected for the District shall be remitted to the District daily, after the proper amount of payment authorized under Subsection 3.01 above and/or taxpayer refunds have been withheld. Taxes collected shall be remitted to the District on the day after they are processed and credited by the County Tax Office, but no later than when the taxes collected for the County have been remitted to the County Treasurer.

5.0 DELINQUENT TAXES

5.01 <u>Collection of Delinquent Taxes</u>. Pursuant to Section 6.24 of the Texas Property Tax Code, District hereby authorizes the County, by and through the County's Tax Assessor/Collector, to collect delinquent taxes covered by Subsection 2.01 of this Agreement for District as the County deems necessary. In addition, the District hereby authorizes the County, by and through the County's Tax Assessor/Collector, to waive penalties and interest for the District in delinquent tax cases where the County, by and through the County's Tax Assessor/Collector, determines that Section 33.011 of the Texas Property Tax Code requires or authorizes such waiver as advised by the Travis County Attorney's Office.

5.02 Delinquent Tax Suits.

5.02.01 Pursuant to Section 6.30 of the Texas Property Tax Code, District hereby authorizes the Travis County Attorney's Office to institute delinquent tax suits for the collection of delinquent taxes covered by Subsection 2.01 of this Agreement. All legal services rendered by the Travis County Attorney shall be included as part of the services to be performed under the terms and provisions of this Agreement, for the consideration given by District pursuant to this Agreement, and for the costs, expenses and fees recovered by County under Subsection 5.03 of this Agreement.

5.02.02 If the County chooses to have the Tax Office represented by a private attorney, District hereby agrees that the private attorney selected by the County shall also represent District in delinquent tax cases. District is not directly responsible for compensation of the private attorney selected by the County, although such attorney will receive compensation in accordance with the Texas Property Tax Code for representing District in delinquent tax cases. If District selects an attorney to represent it in delinquent tax cases, other than the County Attorney or a private attorney selected by the County, District shall notify the County in writing of such fact at least thirty (30) days before implementing such decision, in accordance with the Notice provisions set forth in Subsection 13.01 of this Agreement.

5.03 <u>Costs, Expenses and Fees in Delinquent Tax Suits</u>. All legal services rendered by the Travis County Attorney shall be included as part of the services to be performed under the terms and provisions of this Agreement, for the consideration given by District pursuant to this Agreement, and for the costs, expenses and fees recovered by County under this Subsection 5.03 of this Agreement. Pursuant to Section 33.48 of the Texas Property Tax Code, the County, in collecting delinquent taxes for District, may recover, in addition to other costs authorized by law, the following costs, expenses, and fees in a suit to collect a delinquent tax:

5.03.01 All usual court costs, including the cost of serving process;

5.03.02 Costs of filing for record a notice of lis pendens against property;

5.03.03 Expenses of foreclosure sale;

5.03.04 Reasonable expenses that are incurred by the taxing unit in determining the name, identity, and location of necessary parties and in procuring necessary legal descriptions of property on which a delinquent tax is due;

5.03.05 Attorney's fees in the amount of fifteen percent (15%) of the total amount of taxes, penalties, and interest due District; and

5.03.06 Reasonable attorney ad litem fees approved by the Court that are incurred in a suit in which the Court orders the appointment of an attorney to represent the interests of a defendant served with process by means of citation by publication or posting.

The costs, expenses, and fees recovered by the County pursuant to Section 33.48 of the Texas Property Tax Code shall be payment to the County for the County's collection of delinquent taxes for District under Subsection 2.01 of this Agreement; provided, however, pursuant to Sections 33.71, 33.72 and 33.73 of the Texas Property Tax Code, the County, for collecting delinquent taxes for District under Subsection 2.01 of this Agreement, may also recover the reasonable costs of a tax master for any tax suits instituted by the County pursuant to this Agreement.

6.0 ADMINISTRATIVE PROVISIONS

6.01 <u>Books and Records</u>. All expenses incurred by the County for the assessment and collection of taxes hereunder shall be clearly kept on the books and records of the County. District or its designated representatives, upon written request submitted to the Travis County Tax Assessor/Collector, are authorized to examine the books and records to be kept by the County at such reasonable times and intervals as District deems fit. Such books and records will be kept in the office of the Travis County Tax Assessor/Collector.

6.02 <u>Surety Bond</u>. If District requires the County to obtain a surety bond for the Tax Assessor/Collector acting in her capacity as assessor/collector for District as provided herein, District agrees to pay the premium for such bond.

6.03 <u>Change in Tax Rate</u>. In case District's tax rate is rolled back or otherwise changed after the County begins collections for District in any given year, the County will continue to act for District in providing refunds to taxpayers or sending corrected billing statements only if District assumes all additional costs of collection arising from such rollback or other change in the tax rate. These costs shall be the actual costs of providing those extra services required by the rollback or other change in the tax rate, and such costs shall be withheld in the same manner as provided in Subsection 3.02 of this Agreement.

7.0 GENERAL PROVISIONS

7.01 <u>Books and Records Held by District</u>. District agrees to transfer to the possession and control of the County, without charge, copies of all books and records necessary for the performance of the duties and responsibilities of the County pursuant to this Agreement. These books and records shall include all tax records, including existing tax rolls or other records available to District.

7.02 <u>Limit on Liability</u>. The County shall not be liable to District for any failure to collect taxes under this Agreement; nor shall the County Tax Assessor/Collector be liable to District for any failure to collect taxes, unless the Tax Assessor/Collector's failure to collect taxes results from her failure to perform the duties imposed upon the Tax Assessor/Collector by law and by this Agreement; provided, however, the Tax Assessor/Collector shall not be liable to District for any failure to collect taxes where her failure to perform duties imposed by law and by this Agreement arises out of

circumstances beyond her control.

7.03 <u>Current Revenue Funds</u>. Payments by the parties for services under this Agreement shall be made from current revenues available to the parties.

7.04 <u>Agreement Voidable</u>. For each year during the term of this Agreement, if District has not established the tax rate as required by law for District and notified the Tax Assessor/Collector accordingly within sixty (60) days after the Central Appraisal District Appraisal Review Board has certified to District the assessed values on the property in District, or by September 30, whichever is later, this Agreement becomes voidable by action of the County at the County's option. In the event this Agreement becomes voidable by action of the County, the County may, at its option, declare this Agreement null and void by giving written notice from the Tax Assessor/Collector to District, in accordance with the notice provisions set forth in Subsection 13.01 of this Agreement.

7.05 <u>Authorized Refunds.</u> Authorized refunds to property owners will be made so that each property owner receiving refunds will receive a single check covering all refunds for all taxing units contracting for assessment and collection services, except for any refunds applicable to property located outside of Travis County. Refunds may become necessary because of changes which include, but are not limited to, late exemption claims, clerical errors, overpayment, etc. Refunds from the District to the property owners within the District, except for refunds applicable to property located outside of Travis County. Refunds from the District to the property owners within the District, except for refunds applicable to property located outside of Travis County, shall be deducted from the collections and withheld from the District in the same manner as provided in Subsection 3.02 of this Agreement; or, if no collections are available, such refunds shall be remitted by the District to the County within seven (7) days of notification of such sums due.

8.0 SOVEREIGN IMMUNITY. It is expressly understood and agreed that, in the execution of this Agreement, neither the County nor the District waives or shall be deemed hereby to waive any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

9.0 TERMINATION.

9.01 <u>Termination of Agreement</u>. Unless the County declares this Agreement null and void pursuant to Subsection 7.04 of this Agreement, this Agreement shall continue in full force and effect from year to year until such time as either party to this Agreement, by written notice to the other party under Subsection 13.01 hereof, terminates this Agreement, such termination to be effective only if notice is given to the other party on or before July 1 of the year in which the party intends this Agreement to terminate, and, only if, notice is given at least thirty (30) days prior to the effective date of termination. Provided, however, the District may, at its option, declare this Agreement null and void by giving written notice from the District to the Tax Assessor/Collector, in accordance with the Notice provisions set forth in Subsection 13.01 hereof, in the event the County chooses to have the Tax Office represented by a private attorney and, the District does not agree with the County's choice. If this Agreement is terminated by either party, as authorized under this Agreement, this Agreement shall terminate in its entirety, except as otherwise expressly provided in Subsection 9.02 hereof.

9.02 <u>Pending Cases</u>. In the event this Agreement is terminated by either party for any reason, the County reserves the right to continue to handle pending cases for the collection of delinquent taxes on properties located in the District, for a six (6) month period following the effective date of termination. As used in this Subsection 9.02, "Pending Cases" are cases where the District is the taxing unit and include the following:

9.02.01 - Each case for which the County has sent a demand letter to the delinquent taxpayer;

9.02.02 - Each delinquent tax suit filed in court or intervened in court by County; or

9.02.03 - Each case in which the County and the delinquent taxpayer have agreed that the delinquent taxpayer will pay the delinquent tax in partial payments over a specified period of time.

9.03 <u>Transfer</u>. Upon the expiration of the six (6) month period specified in Subsection 9.02 above, the County will transfer all remaining, pending cases to the District's new legal representative, and upon such transfer, this Agreement shall terminate in its entirety.

10.0 AMENDMENTS. Any amendments, alterations, deletions or waiver of the provisions of this Agreement shall be valid only when expressed in writing and agreed to by official action of the governing bodies of both parties, and will be effective only if they do not adversely affect the prompt fulfillment of contract obligations. However, in the performance of services under this Agreement, the County, the County Tax Assessor/Collector, and/or the County Attorney's Office may institute changes, as required or authorized by applicable law.

11.0 REGULATIONS AND LAWS. This Agreement shall be governed, interpreted, construed and enforced in accordance with all applicable laws of the United States of America and all applicable laws of the State of Texas, (statutory law, case law, rules and regulations), including but not limited to the provisions of the Texas Property Tax Code, including amendments to such applicable laws.

12.0 DEFINITIONS.

12.01 <u>Assessment and Collection</u>. For purposes of this Agreement, the terms "assessment" and "collection" shall include the following:

12.01.01 Calculation of tax;

12.01.02 Preparation of tax rolls;

12.01.03 Proration of taxes;

12.01.04 Correction of clerical errors in tax rolls;

12.01.05 Collection of tax liabilities; and

12.01.06 Issuance of refunds and calculation of an effective tax rate as required by Section 26.04 of the Texas Property Tax Code for the years covered by this Agreement.

The term "assessment" shall not include those functions defined as "appraisal" by the Texas Property Tax Code.

12.02 <u>Current Taxes</u>. For purposes of this Agreement, the term "current taxes" shall include only those taxes legally due and payable without penalty and interest.

12.03 <u>Delinquent Taxes</u>. For purposes of this Agreement, the term "delinquent taxes" shall include any taxes which have not been received by the County on or before January 31st of any given tax year and on which penalty and interest are due.

12.04 <u>Tax Year</u>. For purposes of this Agreement, the term "tax year" refers to the twelve (12) month period which runs from October 1 of one year through September 30 of the following year.

13.0 MISCELLANEOUS PROVISIONS.

13.01 Notice. Except as otherwise provided in this Agreement, all notice required or permitted under this Agreement shall be in writing and shall be hand delivered or sent by certified or registered mail, postage prepaid, return receipt required. For purposes of sending notice under this Agreement, the address of the County is: Honorable Nelda Wells-Spears (or her successor in office), Travis County Tax Assessor/Collector, 5501 Airport Boulevard, Austin, Texas 78751. For purposes of sending notice under this Agreement, the address of the District is: Sharlene Collins, Armbrust & Brown LLP, 100 Congress Avenue, Suite 1300, Austin, Texas 78701. Either party may change its address by giving written notice as provided in this Subsection 13.01 or by notifying the District and all other entities by a general mass mail-out. In the case of notice sent by registered or certified mail, notice shall be deemed effective three days after deposit in a United States mailbox or a United States post office. In the case of notice made by hand delivery, notice shall be deemed effective immediately. This Section shall not preclude the County Tax Assessor/Collector from providing the District and all other entities general notice concerning the Tax Assessment and Collection Agreements or any related matter through general mass mail-outs by regular mail.

13.02 <u>Parties Bound</u>. This Agreement shall be binding upon the parties hereto and their executors, heirs, legal representatives, successors and assigns.

13.03 <u>Copies</u>. This Agreement is executed in multiple copies, any one of which is a true copy hereof, having the same evidentiary value.

13.04 <u>Integration</u>. It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all prior agreements and negotiations, either written or oral, between the parties relating to the subject matter hereof.

13.05 <u>Severability</u>. The provisions of this Agreement are severable. If any paragraph, section, subsection, sentence, clause, or phrase of this Agreement is held by a court of competent jurisdiction, for any reason, to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this Agreement; provided, however, upon the occurrence of such event, either party may terminate this Agreement forthwith upon providing written notice of termination to the other party in accordance with Subsections 9.0 and 13.01 of this Agreement.

13.06 <u>Venue</u>. All obligations and undertakings pursuant to this Agreement are fully performable in Travis County, Texas. Venue for any dispute arising out of this Agreement will lie in the courts of appropriate jurisdiction in Travis County, Texas exclusively.

13.07 <u>Effective Date</u>. This Agreement shall take effect on the date this Agreement is approved by the Travis County Commissioners Court.

13.08 <u>Titles, Headings and Subheadings</u>. The titles, headings and subheadings set forth in this Agreement are intended for the convenience of the parties hereto and are not intended for use in the construction or interpretation of the provisions contained herein.

13.09 <u>Gender and Number</u>. As used in this Agreement, unless the context indicates otherwise, a masculine, feminine, or neuter gender shall each be deemed to include the other, and the singular or plural number shall each be deemed to include the other.

13.10 <u>Instruments</u>. Each party hereto agrees that it will execute, in a timely manner, all instruments and documents needed for implementation of the terms, conditions, and provisions of this Agreement or needed for the other party's performance of its duties and responsibilities hereunder.

EXECUTED in triplicate by the County of Travis and by the Williamson Travis County Water Control and Improvement District No. 1D on this the _____ day of _____, 2008. . •

WILLIAMSON TRAVIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1D

By: Richard D. Brown, President 8-1-08 Date:

By: Charles Heimsath, Secretary 8-1-08

Date:

TRAVIS COUNTY, TEXAS

By:

Honorable Samuel T. Biscoe Travis County Judge

Date:

By:

J. Elliott Beck Assistant County Attorney

Date:

For: David Escamilla Travis County Attorney .

1.

11.

| | | | 20 |
|-------------------|---|---|--|
| | Travis County Commissioners Court Agen | da Request | # |
| | Voting Session August 26, 2008 | Work Sessi | ion |
| | (Date) | | (Date) |
| 1. | A. Request made by: <u>County Attorney (CCG)</u> Signature of Elected Official/Appointed Official/Executive | Phone # <u>85</u> Manager/Cour | |
| | B. Requested Text: RECEIVE LEGAL BRIEFING FR AND TAKE APPROPRIATE ACTION REGARDING GENERAL #RQ-0664-GA FROM COMAL COUNTY, ISSUES. (Executive Session pursuant to Tex. Gov't. Cod | B REQUEST DENSITY OF | TO ATTORNEY |
| | C. Approved by: Signature of Commissioner(s) or C | County Judge | |
| 11. | A. Backup memorandum and exhibits should be attache Request (Original and eight copies of agenda request an | | ed with this Agenda |
| | B. Please list all of the agencies or officials names and affected or be involved with the request. Send a copy of to them: | telephone nun this Agenda R | nbers that might be equest and backup |
| | Joe Gieselman, TNR Executive Manager John Hille, Director, Transactions, TCAO Christopher Gilmore, Asst. Co. Atty., TCAO Daniel Bradford, Asst. Co. Atty., TCAO | 854-9383 854-9642 854-9455 854-3718 | |
| 111. | Required Authorizations: Please check if applicable: Planning and Budget Office (854-4) Additional funding for any department or for any pur Transfer of existing funds within or between any line Grant Human Resources Department (8 A change in your department's personnel (reclassifi Purchasing Office (854-9700) Bid, Purchase Contract, Request for Proposal, Proc County Attorney's Office (854-941) X | pose e item budget <u>54-9165)</u> cation, etc.) curement | |
| and ex for the | IDA REQUEST DEADLINE: This Agenda Request con xhibits should be submitted to the County Judge's Office e following week's meeting. Late or incomplete reque quent meeting. | no later than 5 | :00 PM on Tuesday |
| 139829- | i 000. | | |



July 23, 2008

The Honorable Geoffrey I. Barr Comal County Criminal District Attorney 150 North Seguin Avenue, Suite 307 New Braunfels, Texas 78130 Opinion No. GA-0648

Re: Whether a municipality may adopt particular subdivision ordinances applicable to its extraterritorial jurisdiction and whether a county may do so in its unincorporated areas (RQ-0664-GA)

Dear Mr. Barr:

You ask for an opinion on "(1) whether a municipality may regulate density/zone through platting within its extraterritorial jurisdiction ... and (2) whether a County may regulate density/zone through platting in the unincorporated areas of a county."¹ You inquire about the validity of certain municipal and county regulations under Local Government Code chapters 212 and 232, which provide respectively for municipal regulation of plats and subdivisions in the extraterritorial jurisdiction² (the "ETJ") and county regulation of plats and subdivisions in the unincorporated areas of the county. *See* Request Letter, *supra* note 1, at 2, 3–6.

I. Legal and Factual Background

Your questions arise from a disagreement between Comal County and the City of Bulverde about the application of particular subdivision and platting regulations in Bulverde's ETJ. A city governing body may adopt rules governing plats and subdivisions of land within its jurisdiction "to promote the health, safety, morals, or general welfare of the municipality and the safe, orderly, and healthful development of the municipality." TEX.LOC.GOV'TCODE ANN. §212.002 (Vernon 2008). A city may also extend the plat and subdivision regulations adopted under section 212.002 to its ETJ with certain exceptions. *See id.* §§ 212.002 (municipality may adopt rules governing plats and subdivisions of land within its jurisdiction), 212.003 (rules adopted under section 212.002 may be extended to ETJ subject to exceptions). When the owner of a tract of land located in a city

¹Letter from Honorable Geoffrey I. Barr, Comal County Criminal District Attorney, to Honorable Greg Abbott, Attorney General of Texas, at 1 (Jan. 10, 2008) (on file with the Opinion Committee, *also available at* www.texasattorneygeneral.gov) [hereinafter Request Letter].

²A municipality's extraterritorial jurisdiction is the unincorporated area contiguous to the municipality's boundaries and located a specific distance from the boundaries, the distance based on the municipality's population. See TEX. LOC. GOV'T CODE ANN. § 42.021(a) (Vernon 2008).

(GA-0648)

subdivides the land, he must have a plat prepared according to municipal laws and regulations and recorded with the county clerk after approval by the appropriate municipal authority. See *id.* §§ 212.002 (municipal governing body), 212.004 (plat preparation and recording), 212.005–.006 (approval by municipal planning commission or by governing body of the municipality). If a city has extended its regulations to the ETJ, these requirements apply to land in the ETJ. See *id.* § 212.003.

A similar procedure applies to subdividing land in the unincorporated area of a county, which includes the unincorporated area within a municipality's ETJ. See id. §§ 232.001–.003 (Vernon 2005); see also id. § 42.021(a) (Vernon 2008). Chapter 232, subchapter E provides for infrastructure planning in counties.³ See id. §§ 232.101–.109 (Vernon 2005 & Supp. 2007). Section 232.101(a) provides that "the commissioners court may adopt rules governing plats and subdivisions of land within the unincorporated area of the county to promote the health, safety, morals, or general welfare of the county and the safe, orderly, and healthful development of the unincorporated area of the county." *Id.* § 232.101 (Vernon Supp. 2007). A landowner who subdivides land must have a plat prepared according to requirements applicable in the county and recorded after approval by the commissioners court. *See id.* §§ 232.001 (Vernon 2005) (plat preparation and recording), 232.002 (approval by commissioners court), 232.003 (subdivision requirements). Thus, a municipality and the county in which the municipality is located have concurrent jurisdiction over plats and subdivisions of land within the municipality is ETJ. *See La Cour Du Roi, Inc. v. Montgomery County*, 698 S.W.2d 178, 186 (Tex. App.—Beaumont 1985, writ ref'd n.r.e.); Tex. Att'y Gen. Op. No. GA-0366 (2005) at 1.

Chapter 242 of the Local Government Code deals with inconsistent municipal and county requirements in the ETJ by requiring the municipality and the county to enter into an agreement allocating authority to regulate subdivision plats and approve related permits in the ETJ. See TEX. LOC. GOV'T CODE ANN. § 242.001(c) (Vernon 2005). Section 242.001(d) provides four ways of allocating authority between the city and county. See id. § 242.001(d). Pursuant to Local Government Code section 242.001, Comal County and the City of Bulverde entered into an interlocal cooperation agreement on April 4, 2002 to establish consistent subdivision and plat regulations in the city's ETJ. See Request Letter, supra note 1, at 1 (Exhibit A, Interlocal Cooperation Agreement between Comal County and City of Bulverde for Subdivision Regulation within the Extraterritorial Jurisdiction of the City of Bulverde) (the "Agreement"); see also TEX. LOC. GOV'T CODE ANN. § 242.001 (Vernon 2005). While you state that the Agreement was written to expire on December 31, 2007, its provisions establish the context for your questions. See Request Letter, supra note 1, at 1–2, 14 & note i.

The Agreement was based on section 242.001(d)(4), which authorizes the municipality and the county to enter into an interlocal agreement that establishes one office to "accept plat applications for tracts of land located in the [ETJ];" to "collect municipal and county plat application fees in a

³As adopted in 2001, chapter 232, subchapter E applied only to certain urban counties, as defined by the statute. See Act of May 17, 2001, 77th Leg., R.S., ch. 736, § 1, 2001 Tex. Gen. Laws 1459, 1459–60. A 2007 amendment removed this limitation. See Act of May 15, 2007, 80th Leg., R.S., ch. 1390, § 4, 2007 Tex. Gen. Laws 4779, 4780.

The Honorable Geoffrey I. Barr - Page 3 (GA-0648)

lump-sum amount;" and to "provide applicants one response indicating approval or denial of the plat application." TEX.LOC. GOV'T CODE ANN. § 242.001(d)(4)(A) (Vernon 2005). An agreement under this provision must also establish "a single set of consolidated and consistent regulations related to plats, subdivision construction plans, and subdivisions of land as authorized by Chapter 212 [applicable to municipalities], Sections 232.001–232.005, Subchapters B and C, Chapter 232 [applicable to counties], and other statutes applicable to municipalities and counties that will be enforced in the extraterritorial jurisdiction." *Id.* § 242.001(d)(4)(B). You state that the Agreement provided that Bulverde would enforce its subdivision regulations and certain Comal County regulations in the Bulverde ETJ. *See* Request Letter, *supra* note 1, at 1–2.

As we have explained, chapter 212 of the Local Government Code provides for municipal regulation of subdivisions, including subdivisions in the municipality's ETJ, while chapter 232 provides for county regulation of subdivisions in the unincorporated areas of a county. *See* TEX. LOC. GOV'T CODE ANN. chs. 212 (Vernon 2008), 232 (Vernon 2005 & Supp. 2007). A municipality's authority to regulate subdivisions in its ETJ is set out in section 212.003, which provides in part:

(a) The governing body of a municipality by ordinance may extend to the extraterritorial jurisdiction of the municipality the application of municipal ordinances adopted under Section 212.002 and other municipal ordinances relating to access to public roads or the pumping, extraction, and use of groundwater by persons other than retail public utilities, as defined by Section 13.002, Water Code,⁴ for the purpose of preventing the use or contact with groundwater that presents an actual or potential threat to human health. However, unless otherwise authorized by state law, in its extraterritorial jurisdiction a municipality shall not regulate:

(1) the use of any building or property for business, industrial, residential, or other purposes;

(2) the bulk, height, or number of buildings constructed on a particular tract of land;

(3) the size of a building that can be constructed on a particular tract of land, including without limitation any restriction on the ratio of building floor space to the land square footage;

⁴This provision defines "[r]etail public utility" as "any person, corporation, public utility, water supply or sewer service corporation, municipality, political subdivision or agency operating, maintaining, or controlling in this state facilities for providing potable water service or sewer service, or both, for compensation." TEX. WATER CODE ANN. § 13.002(19) (Vernon 2008).

The Honorable Geoffrey I. Barr - Page 4 (GA-0648)

(4) the number of residential units that can be built per acre of land.

Id. § 212.003(a)(1)–(4) (Vernon 2008) (footnote added). "Unless otherwise authorized by state law," a commissioners court is subject to the same four restrictions on its regulatory power that section 212.003(a)(1)–(4) applies to a city. *See id.* § 232.101(b) (Vernon Supp. 2007).⁵ Thus, chapters 212 and 232 impose on a city and a county the same four limits on plat and subdivision regulations.

II. City of Bulverde Ordinance Provisions

Your first question, whether a municipality may regulate density or zone through platting within its ETJ, is directed at specific provisions of the Bulverde subdivision ordinance. See Request Letter, supra note 1, at 1. You suggest that specified provisions of the ordinance are invalid when applied in the ETJ under section 212.003 because you believe they regulate "the bulk, height, or number of buildings constructed on a particular tract of land" and "the number of residential units that can be built per acre of land." See id. at 9–10. You single out the following provisions of the ordinance:

Section 2.03 General Design

(a) Development Density

The density of a development shall be classified by the number of equivalent dwelling units (EDU) provided for in the development. . . . An EDU shall be approximately equivalent to the demand for services of a single family residence.... Density shall be classified into three categories as follows:

1) Low density: Less than 0.17 EDU's per acre.

2) Medium Density: 0.17 or more EDU's per acre but not more than 0.4 EDU's per acre.

- 3) High Density: more than 0.4 EDU's per acre.
- (b) Blocks . . .
- (c) Lots

⁵These limits were in place when the City of Bulverde and County entered into the Agreement in 2002. See Act of May 29, 1989, 71st Leg., R.S., ch. 822, § 6, 1989 Tex. Gen. Laws 3770, 3775 (amending Local Government Code section 212.003); Act of May 10, 2001, 77th Leg., R.S., ch. 736, 2001 Tex. Gen. Laws 1459 (adding Local Government Code section 232.101).

The Honorable Geoffrey I. Barr - Page 5 (GA-0648)

(i) Lots shall have a minimum size based on the density category of the subdivision as follows:

1) Low Density: 5.01 acres.

2) Medium Density: 2.01 acres

3) High Density: 20,000 square feet for singlefamily residential lots with a density of no more than one residence per 30,000 square feet of the entire tract being subdivided, excluding the 100-year floodplain, commercial property and school property. Lots other than single-family residential shall be a minimum of 30,000 square feet.

See id. at 9 (Exhibit B, quoting BULVERDE, TEX., ORDINANCE NO. 74-02-02-12, § 2.03 (2002) at 22–23) [hereinafter Bulverde Ordinance]. See also Bulverde Ordinance § 1.03, at 2 (defining "equivalent dwelling unit" (EDU) as "[a] measure of utility services").

The Bulverde Ordinance provisions repeatedly refer to density and also establish residential lot size limits. See Bulverde Ordinance § 2.03 (2002) at 22–23. Thus, the ordinance provisions appear on their face to be inconsistent with Local Government Code section 212.003(a)(1)–(4). However, a brief submitted by the Bulverde City Attorney states that "the lot size regulations in the ordinance that are applicable in the city limits and ETJ were adopted by the City as a result of water quantity issues and concerns."⁶ See Bulverde Ordinance §§ 1.01(a)(i), at 1 (among other purposes, regulations are adopted to maintain water availability and quantity), 4.03, at 63 (protection of water quality; application of Texas Commission on Environmental Quality Edwards Aquifer Rules, 30 TEX. ADMIN. CODE § 213, to certain subdivisions).

The City of Bulverde relies on the Texas Supreme Court decision in *Quick v. City of Austin* to uphold the ordinance you question. *See* Bulverde Brief, *supra* note 6, at 4–5 (referring to *Quick v. City of Austin*, 7 S.W.3d 109 (Tex. 1998)). *Quick* involved a challenge to a City of Austin water pollution control ordinance that provided water quality control in Barton Creek. *See Quick*, 7 S.W.3d at 113. The ordinance, known as the Save our Springs Ordinance ("SOS Ordinance"), was approved by voters in a referendum and adopted by the city council pursuant to its power as a home-rule city. *See id.* at 112, 122.

Persons contesting the SOS Ordinance argued that it was invalid on various grounds, including the ground that it was adopted without the public hearing required by Local Government Code section 212.002. See id. at 120. They also argued that the ordinance violated Local

⁶Brief from Frank J. Garza, Bulverde City Attorney, to Honorable Greg Abbott, Attorney General of Texas, at 1 (Feb. 22, 2008), citing Bulverde Ordinance § 2.03(c) (2002) at 22–23 (on file with the Opinion Committee) [hereinafter Bulverde Brief].

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Government Code section 212.003 because its restrictions on impervious7 cover effectively regulated the use, bulk, height, number, or size of buildings in the city's ETJ. See id. at 120-21. The City of Austin argued that section 212.003 did not apply to the SOS Ordinance, which was a water pollution control measure, and the court agreed with the city. See id. The court observed that the stated goal of the SOS Ordinance was to protect and preserve a "clean and safe drinking water supply," and "to prevent further degradation of the water quality in Barton Creek" and certain springs. Id. at 121. The impervious cover limitations had effects on land use, but they were "typical features in ordinances protecting water quality." Id. The court stated that "[b]y their express terms, sections 212,002 and 212,003 apply to ordinances that 'govern plats and subdivisions of land." Id. Moreover, legislative history revealed "that section 212.003 was not intended 'to affect the ability of a municipality to apply water control requirements' in its extraterritorial jurisdiction." Id. (citing CONFERENCE COMMITTEE REPORT, Tex. H.B. 3187, 71st Leg., R.S. (1989)). Thus, "sections 212.002 and 212.003 apply only to zoning statutes, not water control measures such as the Ordinance." Id. Although the SOS Ordinance affected land use through its imposition of impervious cover restrictions, those restrictions were a recognized method of preserving water quality. See id. Quick determined that "the Ordinance is not a zoning regulation seeking to shape urban development, but rather is a measure designed to protect water quality." Id. The court held "that the requirements of sections 212.002 and 212.003 are not applicable to the Ordinance, and the Ordinance cannot be invalidated by these statutes." Id.

There are significant differences between the circumstances addressed in *Quick v. City of Austin* and those at issue in the conflict between Comal County and the City of Bulverde. A homerule city like the City of Austin derives its power from article XI, section 5 of the Texas Constitution and is not dependent on the Legislature for a grant of authority. *See id.* at 122 (citing *Lower Colorado River Auth. v. City of San Marcos*, 523 S.W.2d 641, 643 (Tex. 1975)). Bulverde is a type A general-law city governed by chapter 22 of the Local Government Code.⁸ A general-law municipality is a political subdivision "created by the State and, as such, possess[es] those powers and privileges that the State expressly confers upon [it]." *Tex. Dep't of Transp. v. City of Sunset Valley*, 146 S.W.3d 637, 645 (Tex. 2004). The City of Bulverde is subject to Local Government Code section 212.003, which prohibits a city from regulating certain aspects of development in its ETJ, such as "the bulk, height, or number of buildings constructed on a particular tract of land" and "the number of residential units that can be built per acre of land." Moreover, unlike the ordinance at issue in *Quick*, the Bulverde Ordinance regulates density but is claimed to be a water quantity ordinance. The ordinance in *Quick* facially regulated water, while opponents claimed that it actually regulated the number, use, and size of buildings in the city's ETJ. *See Quick*, 7 S.W.3d at 112.

This office generally does not construe city charters or ordinances, although when the meaning of a charter or ordinance provision is clear, we will determine whether it is consistent with state or federal law. *See* Tex. Att'y Gen. Op. No. GA-0217 (2004) at 4–5. *See generally* Tex. Att'y Gen. Op. No. GA-0433 (2006) at 1. The question before us is whether certain provisions of the

⁷Non-porous.

⁸See http://www.tml.org/source/Members/TML_Directory_Profile.cfm?ID=460 (last visited July 14, 2008).

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The Honorable Geoffrey I. Barr - Page 7 (C

(GA-0648)

Bulverde Ordinance are consistent with Local Government Code section 212.003, but we cannot answer this question without interpreting the ordinance provisions, and this would require us to address and resolve fact questions, such as whether the ordinance provisions actually impact water supply rather than building density. *See generally Lloyd Fry Roofing Co. v. State*, 541 S.W.2d 639, 642–43 (Tex. Civ. App.—Dallas 1976, writ ref'd n.r.e.) (if the statute does not define a technical term, courts have interpreted the statute in the light of the testimony of expert witnesses familiar with the particular art, science, or trade). This office cannot investigate and resolve disputed questions of fact or mixed questions of law and fact in an attorney general opinion. *See* Tex. Att'y Gen. Op. Nos. GA-0459 (2006) at 3–4, O-3382 (1941) at 5. Although the Bulverde Ordinance provisions appear on their face to be inconsistent with Local Government Code section 212.003, we cannot make that determination as a matter of law. *See generally City of Lucas v. N. Tex. Mun. Water Dist.*, 724 S.W.2d 811, 820 (Tex. App.—Dallas 1986, writ ref'd n.r.e.) ("Ruling upon an ordinance does not involve an abstract issue of law but an issue of law predicated upon the facts of the individual case.").

III. Kendall County Regulations

You also ask whether a county may regulate density or zone through platting in the unincorporated areas of the county, with a particular focus on the Kendall County Development Rules and Regulations. See Request Letter, supra note 1, at 1, 11. The Kendall County rules state that they are not intended and should not be interpreted to regulate "the bulk, height, or number of buildings constructed on a particular tract of land" or any of the other matters that section 232.101(b) of the Local Government Code prohibits a county from regulating. See id. at 11 (citing Exhibit D, KENDALL COUNTY, TEX., DEVELOPMENT RULES AND REGULATIONS ¶ 103.1000(11) NOTE (Sept. 25, 2006) at 7). A table in the rules summarizes "[m]aximum density and corresponding lot sizes and road frontage depending on the source/type of water and sewage disposal system." KENDALL COUNTY, TEX., DEVELOPMENT RULES AND REGULATIONS ¶ 301.1700 (Sept. 25, 2006) at 34). With respect to this tabular summary you state that "[g]enerally speaking, the allowable density per subdivision is determined first by the source of the water and sewage disposal system. Next, each category has its own divisor . . . that determines the allowable number of lots in the subdivision." Request Letter, supra note 1, at 11 (citing Exhibit D KENDALL COUNTY, TEX., DEVELOPMENT RULES AND REGULATIONS § 301.1700 (Sept. 25, 2006) at 34). You ask whether such a development regulation would be valid under Local Government Code section 232.101 and the Texas Supreme Court's reasoning in Quick. See id. at 12.

Your question about the validity of Kendall County's development regulations cannot be answered as a matter of law. We note that the regulation refers to "density," but we cannot determine from its language whether it is among the regulations that section 232.101 prohibits "[u]nless otherwise authorized by state law." See TEX. LOC. GOV'T CODE ANN. § 232.101 (Vernon Supp. 2007). This inquiry also raises fact questions, such as the actual impact of the regulation on water supply. Accordingly, this question cannot be answered in an attorney general opinion. See Tex. Att'y Gen. Op. No. GA-0459 (2006) at 3–4.

Assuming without deciding that Kendall County's minimum lot size requirements are valid, you ask whether Comal County could adopt such a regulation and apply it to the ETJ of Bulverde

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by virtue of an interlocal agreement under section 242.001(d). See Request Letter, supra note 1, at 12. You inform us that the Cow Creek Groundwater Conservation District (CCGCD), created in 1999 with boundaries coextensive with the boundaries of Kendall County,⁹ is responsible for regulating groundwater production in Kendall County. See *id.* at 11. The CCGCD "has all of the rights, powers, privileges, authority, functions, and duties provided by the general law of the state, including Chapter 36, Water Code, applicable to groundwater conservation districts created under Section 59, Article XVI, Texas Constitution." Act of May 27, 2001, 77th Leg., R.S., ch. 966, § 3.0104, 2001 Tex. Gen. Laws 1991, 2023 (uncodified). The Kendall County rules state that they are consistent with the CCGCD rules. KENDALL COUNTY, TEX., DEVELOPMENT RULES AND REGULATIONS ¶ 103.1000(3) (Sept. 25, 2006) at 5–6; see Request Letter, supra note 1.

The information provided about the Kendall County regulations suggests that they must be consistent with the CCGCD rules. Comal County is not, however, subject to the CCGCD rules and its commissioners court cannot rely on those rules to justify minimum lot sizes within its boundaries. Regardless of whether Kendall County's minimum lot size requirements are valid within its boundaries, the Comal County Commissioners Court may not adopt such regulations unless Local Government Code chapter 232 authorizes it to do so.

IV. Integrity Group, Inc. v. Medina County Commissioners Court

In connection with the validity of plat and subdivision regulations in the unincorporated areas of the county, you ask whether Integrity Group, Inc. v. Medina County Commissioners Court stands for the proposition that a county may not regulate lot size. See Integrity Group, Inc. v. Medina County Comm'rs Court, No. 04-03-00413-CV, 2004 WL 2346620 (Tex. App.-San Antonio Oct. 20, 2004, pet. denied) (mem. op.). In Medina County, part of a developer's tract was located over the Edwards Aquifer Recharge Zone. See id. at *1. In 1995, Medina County rejected the developer's plat for non-compliance with a rule requiring a minimum lot size of one acre for subdivisions that would use onsite sewage facilities in the Edwards Aquifer Recharge Zone. See id. The court held that Medina County's powers were limited to those allowed by the platting statute found in chapter 232 of the Local Government Code, and it therefore could not reject the plat because of lot size. See id. at *2. However, the Medina court did not address chapter 232, subchapter E of the Local Government Code, which broadened county authority to regulate subdivisions and plats. Subchapter E was adopted in 2001 and is applicable only to plat applications filed after its effective date. See Act of May 17, 2001, 77th Leg., R.S., ch. 736, § 3(b), 2001 Tex. Gen. Laws 1459, 1461 (adopting TEX. LOC. GOV'T CODE ANN. chapter 232, subchapter E). Subchapter E includes section 232.101, which provides that a county may not regulate "the number of residential units that can be built per acre of land," unless "otherwise authorized by state law." TEX. LOC. GOV'T CODE ANN. § 232.101(a) (Vernon Supp. 2007) (emphasis added). It also provides

⁹See Act of May 28, 1999, 76th Leg., R.S., ch. 1331, 1999 Tex. Gen. Laws 4536 (creating CCGCD); Act of May 27, 2001, 77th Leg., R.S., ch. 966, art. 3, pt. 1, 2001 Tex. Gen. Laws 1991, 2023-25 (ratifying CCGCD, subject to election); Act of May, 25, 2001, 77th Leg., R.S., ch. 1349, 2001 Tex. Gen. Laws 3337 (ratifying CCGCD, subject to election); Act of May 20, 2005, 79th Leg., R.S., ch. 1349, 2005 Tex. Gen. Laws 4214 (granting CCGCD additional authority).

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that "[t]he authorities under this subchapter are cumulative of and in addition to the authorities granted under this chapter and all other laws to counties to regulate the subdivision of land." *Id.* § 232.107 (Vernon 2005). The *Medina* court's statement that a county's powers were limited to those allowed by the platting statute found in Local Government Code chapter 232 appear to be inconsistent with the provisions of subchapter E. In our opinion, a court would hold that *Medina County* no longer correctly states the law on a county's authority to regulate lot size.

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<u>SUMMARY</u>

Chapter 212 of the Local Government Code authorizes municipalities to regulate subdivisions and plats within their boundaries and their extraterritorial jurisdiction. Chapter 232 authorizes counties to regulate subdivisions and plats within the unincorporated area of the county. Unless otherwise authorized by state law, counties and cities may not adopt subdivision or plat regulations applicable to a city's extraterritorial jurisdiction that regulate (1) the use of any building or property for business, industrial, residential, or other purposes; (2) the bulk, height, or number of buildings constructed on a particular tract of land; (3) the size of a building that can be constructed on a particular tract of land, including without limitation any restriction on the ratio of building floor space to the land square footage; or (4) the number of residential units that can be built per acre of land.

Certain city regulations and county regulations addressed in this opinion appear to be facially inconsistent with the Local Government Code restrictions on lot size and residential unit density, but some of these regulations are claimed to actually protect water supply. However, because interpreting regulations requires the investigation and resolution of fact questions, their validity under Local Government Code chapters 212 and 232 cannot be determined as a matter of law in an attorney general opinion.

Very truly yours,

GREG ABBOTT

Attorney General of Texas

KENT C. SULLIVAN First Assistant Attorney General

ANDREW WEBER Deputy Attorney General for Legal Counsel

NANCY S. FULLER Chair, Opinion Committee

Susan L. Garrison Assistant Attorney General, Opinion Committee



Travis County Commissioners' Court Agenda Request

Meeting Date: August 12, 2008

- A. Requestor: County Judge Phone # 854-9555 Ι.
 - B. Specific Agenda Wording:

RECEIVE LEGAL BRIEFING REGARDING BUDGET AND COMPENSATION FUNDING FOR CERTAIN APPOINTED OFFICIALS.

C. Sponsor: _____

County Commissioner or County Judge

- H. 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.

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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.



Travis County Commissioners' Court Agenda Request

Meeting Date: August 12, 2008

- A. Requestor: County Clerk Phone # 854-9188 I.
 - B. Specific Agenda Wording:

DISCUSS AND TAKE APPROPRIATE ACTION ON AVAILABLE LEASE SPACE IN CENTRAL DOWNTOWN AREA.

C. Sponsor: _____ County Commissioner or County Judge

- П. 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.

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111. 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.

vs #

AGENDA REQUEST

Please consider the following item for:

WorkExecutiveVotingSessionSession8/12/08Session

I. A. Request made by: <u>COUNTY ATTORNEY</u> (J. Elliott Beck) Phone: <u>854-9513</u>

B. Requested Text:

Receive briefing from the County Attorney in Travis County, et al v. Jack E Stults, Jr. & Tommye Stults (Raul Gonzalez Resale Deed) and take appropriate action (Executive Session Also, pursuant to Tex. Gov't Code Ann. Section 551.071(1)(A).

C. Approved

by:

Signature of Commissioner or Judge

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 & Eight copies).

B. Have the agencies affected by this request been invited to attend the Work Session?

their YES X NO Please list those contacted and phone numbers:

Nelda Wells-Spears, Tax Assessor-Collector 854-9005 J. Elliott Beck, Assistant County Attorney 854-9513

PERSONNEL _____A Change in your department's personnel. (reclass, etc.)

IV. BUDGET REQUEST: If your request involves any of the following please check:

Additional funding for your department

Transfer of funds within your department budget

___A change in your department's personnel

The County Personnel (854-9165) and/or Budget and Research Office (854-9171) must be notified prior to submission of this agenda request.

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VS #

AGENDA REQUEST

Please consider the following item for:

Work Executive Voting Session Session 8/12/08 Session

I. Request made by: COUNTY ATTORNEY (J. Elliott Beck) Α. Phone: 854-9513 B. Reques

Requested Text:

Receive briefing from the County Attorney in Travis County, et al v. Federal Deposit Insurance Corporation (Erik Gonzalez Resale Deed) and take appropriate action (Executive Session Also, pursuant to Tex. Gov't Code Ann. Section 551.071(1)(A).

Approved C.

by:

Signature of Commissioner or Judge

II. Is backup material attached*: YES X Α. NO

> *Any backup material to be presented to the court must be submitted with this Agenda Request (Original & Eight copies).

Have the agencies affected by this request been invited Β. to attend the Work Session? YES X Please list those contacted and NO their phone numbers:

Nelda Wells-Spears, Tax Assessor-Collector 854-9005 J. Elliott Beck, Assistant County Attorney 854-9513

PERSONNEL

A Change in your department's personnel. (reclass, etc.)

IV. BUDGET REQUEST: If your request involves any of the following please check:

Additional funding for your department Transfer of funds within your department budget A change in your department's personnel

The County Personnel (854-9165) and/or Budget and Research Office (854-9171) must be notified prior to submission of this agenda request.

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COUNTY JUDGE'S OFFICE **BECEIVED**

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COUNTY JUDGE'S OFFICE Travis County Commissioners Court Agenda Request

08 AUG -5 AM 9: 33 Work Session (Date)

- Request made by: Joseph P. Gieselman, TNR I. Phone # 854-9383 Α. Signature of Elected Official/Appointed Official/Executive Manager/County Attorney
 - Β. **Requested Text:**

Voting Session <u>8/12/08</u>

(Date)

Consider and take appropriate action on an offer to sell a .0160 acre easement from A & J Leasing, LLC to Travis County, needed for construction of the Gattis School Roadway Improvement Project as part of the 2005 Bond Program, located in Precinct Two.

C. Approved by:

Commissioner Sarah Eckhardt, Precinct 2

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

| Joseph P. Gieselman, TNR | <u>854-9383</u> | Greg Chico, P.E., TNR | 854-4659 |
|--------------------------|-----------------|-----------------------|-----------------|
| Steve Manilla, P.E., TNR | 854-9429 | Lisa Dean, TNR | <u>854-7616</u> |
| Steve Sun, P.E., TNR | <u>854-9383</u> | Mike Martino, TNR | <u>854-7646</u> |
| Roger Schuck, P.E., 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)

X 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 Monday for the following week's meeting. Late or incomplete requests will be deferred.

| Li | ast Update | ed 08-08-08 at 2:30 pm # 35 |
|------|------------|--|
| | Votir | RECEIVED COUNTY JUDGE'S OFFICE Travis County Commissioners Court Agenda Request 08 AUG - 5 AM 9: 33 mg Session <u>8/12/08</u> (Date) (Date) |
| I. | A. | Request made by: <u>Joseph P. Gieselman, TNR</u> Phone # <u>854-9383</u> Signature of Elected Official/Appointed Official/Executive Manager/County Attorney |
| | B. | Requested Text: |
| | | <u>Consider and take appropriate action on an offer to sell a .275 acre</u> <u>drainage easement, and a Temporary Construction Area easement from</u> <u>Thomas Cardwell and Cynthia Weber to Travis County, needed for</u> <u>construction of the Howard Lane East Roadway Improvement Project as</u> <u>part of the 2005 Bond Program, located in Precinct One</u> . |
| | C. | Approved by: |
| | | Commissioner Ron Davis, Precinct 1 |
| 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: |
| | | Joseph P. Gieselman, TNR 854-9383 Greg Chico, P.E., TNR 854-4659 |
| | | Steve Manilla, P.E., TNR 854-9429 Lisa Dean, TNR 854-7616 |
| | | Steve Sun, P.E., TNR 854-9383 Mike Martino, TNR 854-7646 Chiddi N'Jie, P.E., TNR 854-9383 Mike Martino, TNR 854-7646 |
| III. | Requ | aired Authorizations: Please check if applicable: <u>Planning and Budget Office (854-9106)</u> |
| | | 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) |
| | <u> </u> | Contract, Agreement, Policy & Procedure |
| MUS | T be su | EQUEST DEADLINE: This Agenda Request complete with backup memorandum and exhibits abmitted to the County Judge's Office no later than 5:00 p.m. on Monday for the following ng. Late or incomplete requests will be deferred. |

COUNTY JUDGE'S OFFICE Travis County Commissioners Court Agenda Request 08 AUG -7 AM 10. 53

Voting Session 08/12/08 (Date)

Work Session

(Date)

36

1. A. Request made by: County Attorney (John Hille) Phone # 854-9513 Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested Text: Receive briefing from County Attorney and take appropriate action on proceedings before the State Office of Administrative Hearings regarding the requested expansion of the Browning Ferris International (BFI) Landfill located on Giles Road near State Highway 290 East (TCEQ proposed Municipal Solid Waste Permit Amendment No. 1447A). (Executive Session pursuant to Tex. Gov't. Code §551.071).

C. Approved by:

Signature of Commissioner(s) or County Judge

- 11. 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:

| Mr. Joe Gieselman, Exec. Mgr., TNR | 854-9383 |
|---|----------|
| Mr. Jon White, TNR | 854-7212 |
| Mr. Kevin Morse, Dir., Envir. Div., TCAO | 854-9383 |
| Mr. John C. Hille, Jr., Dir., Trans. Div., TCAO | 854-9513 |

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

AGENDA REQUEST DEADLINE: This Agenda Request complete with backup memorandum and exhibits should be submitted to the

COUNTY JUDGE'S OFFICE Travis County Commissioners Court Agenda Request

08 AUG -7 AM 10. 53

Voting Session <u>08/12/08</u> (Date)

Work Session (Date)

1. A. Request made by: County Attorney (John Hille) Phone # 854-9513 Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested Text: Receive briefing from County Attorney and take appropriate action on proceedings before the Texas Commission on Environmental Quality (TCEQ) and the State Office of Administrative Hearings (SOAH) regarding the requested expansion of the Waste Management of Texas, Inc. (WMT) landfill located on Giles Road near State Highway 290 East (TCEQ proposed Municipal Solid Waste Permit Amendment No. 249D). (Executive Session pursuant to Tex. Gov't. Code §551.071)

C. Approved by:

Signature of Commissioner(s) or County Judge

- 11. 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:

| Mr. Joe Gieselman, Exec. Mgr., TNR | 854-9383 |
|---|----------|
| Mr. Jon White, TNR | 854-7212 |
| Mr. Kevin Morse, Dir., Envir. Div., TCAO | 854-9383 |
| Mr. John C. Hille, Jr., Dir., Trans. Div., TCAO | 854-9513 |

111. 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

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 COMMISSIONERS COURT AGENDA REQUEST



August 11, 2008

A. Request made by: Stephen H. Capelle, Asst. County Atty Phone #: (Elected Official/Appointed Official/Executive Manager/County Attorney)

854-9513

19

B. Requested text: CONSIDER BRIEFING FROM THE COUNTY ATTORNEY REGARDING THE PENDING LITIGATION IN TRAVIS COUNTY, TEXAS AND STATE OF TEXAS VS. COLDWATER DEVELOPMENT LTD. AND RODMAN EXCAVATION, INC., ET AL. AND/OR TAKE APPROPRIATE ACTION. (EXECUTIVE SESSION ALSO, PURSUANT TO TEX. GOVT. CODE ANN., SECTIONS 551.071(1)(A) AND 551.071(1)(B))

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:

Joe Gieselman, Executive Mgr., TNR, 854-9383

| | | | 0 |
|------|--|---------|----------------|
| | | රට | Š |
| 111. | Required Authorizations: Please check if applicable. | AUG - 7 | COUNTY JUDGE'S |
| | Planning and Budget Office (854-9106) | 320 | m; |
| | Additional funding for any department or for any purpose | -OI HV | |
| | Transfer of existing funds within or between any line item | сл С | 2 |
| | Grant | Ť. | OFFICE |
| | 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

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to the County Judge's office in writing by 3:00pm on Tuesdays for the next week's meeting. Late or incomplete requests may be deferred to the next meeting.

C2

Travis County Commissioners Court Agenda Request

Voting Session <u>Tuesday, August 12, 2008</u> (Date)

| Work Session | |
|--------------|--------|
| | |
| | (Date) |

- I. A. Request made by: <u>Gillian Porter</u> Phone: <u>854-4722</u> Commissioners Court Specialist Commissioners Court Minutes/County Clerk's Office
 - B. Requested Text: Approve the Commissioners Court Minutes for the

Voting Session of July 29, 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 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 | |
|---|--------|
| 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 | | |
|---|--------|--|
| 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 | yes |
| 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 5, 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 | J |

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.

 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. BiscoeyesPrecinct 1, Commissioner Ron DavisyesPrecinct 2, Commissioner Sarah EckhardtabsentPrecinct 3, Commissioner Gerald DaughertyyesPrecinct 4, Commissioner Margaret J. Gómezyes

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 abs | ent |
| 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. BiscoeyesPrecinct 1, Commissioner Ron DavisyesPrecinct 2, Commissioner Sarah EckhardtabsentPrecinct 3, Commissioner Gerald DaughertyyesPrecinct 4, Commissioner Margaret J. Gómezyes

- 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 ACQUSITION 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 |
| | |

ADJOURNMENT

Motion by Commissioner Davis and seconded by Commissioner Gómez to adjourn the Voting Session. (11:54 AM)

Motion carried: County Judge Samuel T. BiscoeyesPrecinct 1, Commissioner Ron DavisyesPrecinct 2, Commissioner Sarah EckhardtabsentPrecinct 3, Commissioner Gerald DaughertyyesPrecinct 4, Commissioner Margaret J. Gómezyes

MINUTES APPROVED BY THE COMMISSIONERS' COURT

Date of Approval

Samuel T. Biscoe, Travis County Judge

BOARD OF DIRECTORS NORTHWEST TRAVIS COUNTY ROAD DISTRICT NO. 3

Voting Session <u>Tuesday, August 12, 2008</u> (Date)

- I. A. Request made by: <u>Gillian Porter</u> Phone: _____ Commissioners Court Specialist Commissioners Court Minutes/County Clerk's Office
 - B. Requested Text: Approve the Northwest Travis County Road District No. 3 Minutes for the:

Voting Sessions of May 20, May 27, July 8, July 15, and July 29, 2008

854-4722

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 subsequent meeting.

MINUTES OF MEETING – MAY 20, 2008

NORTHWEST TRAVIS COUNTY ROAD DISTRICT NO. 3

On Tuesday, the 20th day of May 2008, the Commissioners' Court, meeting as the Northwest Travis County Road District No. 3 (Golden Triangle) Board of Directors, convened the Voting Session at 1:42 PM 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 Road District Board of Directors record notes that Precinct 1 Commissioner Ron Davis was not present during the Voting Session.

The Road District Board of Directors adjourned the Voting Session of the Northwest Travis County Road District No. 3 (Golden Triangle) at 1:42 PM.

1. APPROVE PAYMENT OF CLAIMS AND AUTHORIZE COUNTY TREASURER TO INVEST ROAD DISTRICT FUNDS. (1:42 PM)

Item 1 not needed.

2. APPROVE N.W.T.C.R.D.#3 MINUTES FOR VOTING SESSION OF MAY 6, 2008. (1:42 PM)

Motion by Commissioner Gómez and seconded by Commissioner Daugherty to approve Item 2.

| Motion carried: County Judge Samuel T. Biscoe | yes |
|---|--------|
| Precinct 1, Commissioner Ron Davis | absent |
| Precinct 2, Commissioner Sarah Eckhardt | yes |
| Precinct 3, Commissioner Gerald Daugherty | yes |
| Precinct 4, Commissioner Margaret J. Gómez | yes |

MAY 20, 2008 - N.W.T.C.R.D #3 VOTING SESSION

ADJOURNMENT

Motion by Commissioner Gómez **and seconded by** Commissioner Daugherty to adjourn the Voting Session of the Northwest Travis County Road District No. 3. (1:42 PM)

Motion carried: County Judge Samuel T. BiscoeyesPrecinct 1, Commissioner Ron DavisabsentPrecinct 2, Commissioner Sarah EckhardtyesPrecinct 3, Commissioner Gerald DaughertyyesPrecinct 4, Commissioner Margaret J. Gómezyes

MINUTES APPROVED BY THE ROAD DISTRICT BOARD

Date of Approval

Samuel T. Biscoe, Travis County Judge

MINUTES OF MEETING – MAY 27, 2008

NORTHWEST TRAVIS COUNTY ROAD DISTRICT NO. 3

On Tuesday, the 27th day of May 2008, the Commissioners' Court, meeting as the Northwest Travis County Road District No. 3 (Golden Triangle) Board of Directors, convened the Voting Session at 2:01 PM 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 Road District Board of Directors adjourned the Voting Session of the Northwest Travis County Road District No. 3 (Golden Triangle) at 2:02 PM.

1. APPROVE PAYMENT OF CLAIMS AND AUTHORIZE COUNTY TREASURER TO INVEST ROAD DISTRICT FUNDS. (2:01 PM)

Item 1 not needed.

2. APPROVE N.W.T.C.R.D.#3 MINUTES FOR VOTING SESSION OF MAY 13, 2008. (2:01 PM)

Motion by Commissioner Gómez and seconded by Commissioner Daugherty to approve Item 2.

| 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 |

MAY 27 2008 - N.W.T.C.R.D #3 VOTING SESSION

ADJOURNMENT

Motion by Commissioner Gómez **and seconded by** Commissioner Davis to adjourn the Voting Session of the Northwest Travis County Road District No. 3. (2:02 PM)

Motion carried: County Judge Samuel T. BiscoeyesPrecinct 1, Commissioner Ron DavisyesPrecinct 2, Commissioner Sarah EckhardtyesPrecinct 3, Commissioner Gerald DaughertyyesPrecinct 4, Commissioner Margaret J. Gómezyes

MINUTES APPROVED BY THE ROAD DISTRICT BOARD

Date of Approval

Samuel T. Biscoe, Travis County Judge

MINUTES OF MEETING – JULY 8, 2008

NORTHWEST TRAVIS COUNTY ROAD DISTRICT NO. 3

On Tuesday, the 8th day of July 2008, the Commissioners' Court, meeting as the Northwest Travis County Road District No. 3 (Golden Triangle) Board of Directors, convened the Voting Session at 1:42 PM 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 Road District Board of Directors adjourned the Voting Session of the Northwest Travis County Road District No. 3 (Golden Triangle) at 1:43 PM.

The Road District Board of Directors record notes that Precinct Two Commissioner Sarah Eckhardt was not present during the Voting Session.

1. APPROVE PAYMENT OF CLAIMS AND AUTHORIZE COUNTY TREASURER TO INVEST ROAD DISTRICT FUNDS. (1:42 PM)

Item 1 not needed.

2. APPROVE N.W.T.C.R.D.#3 MINUTES FOR VOTING SESSIONS OF JUNE 24 AND 26, 2008. (1:42 PM)

Motion by Commissioner Gómez and seconded by Commissioner Daugherty to approve Item 2.

| 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 |
| | · · · · · | |

JULY 8, 2008 - N.W.T.C.R.D #3 VOTING SESSION

ADJOURNMENT

Motion by Commissioner Gómez **and seconded by** Commissioner Daugherty to adjourn the Voting Session of the Northwest Travis County Road District No. 3. (1:43 PM)

Motion carried: County Judge Samuel T. BiscoeyesPrecinct 1, Commissioner Ron DavisyesPrecinct 2, Commissioner Sarah EckhardtabsentPrecinct 3, Commissioner Gerald DaughertyyesPrecinct 4, Commissioner Margaret J. Gómezyes

MINUTES APPROVED BY THE ROAD DISTRICT BOARD

Date of Approval

Samuel T. Biscoe, Travis County Judge

MINUTES OF MEETING – JULY 15, 2008

NORTHWEST TRAVIS COUNTY ROAD DISTRICT NO. 3

On Tuesday, the 15th day of July 2008, the Commissioners' Court, meeting as the Northwest Travis County Road District No. 3 (Golden Triangle) Board of Directors, convened the Voting Session at 1:38 PM 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 Road District Board of Directors adjourned the Voting Session of the Northwest Travis County Road District No. 3 (Golden Triangle) at 1:38 PM.

1. APPROVE PAYMENT OF CLAIMS AND AUTHORIZE COUNTY TREASURER TO INVEST ROAD DISTRICT FUNDS. (1:38 PM)

Item 1 not needed.

2. APPROVE N.W.T.C.R.D.#3 MINUTES FOR VOTING SESSION OF JULY 1, 2008. (1:38 PM)

Motion by Commissioner Gómez and seconded by Commissioner Daugherty to approve Item 2.

| 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 |

JULY 15, 2008 VOTING SESSION

PAGE 2

ADJOURNMENT

Motion by Commissioner Gómez and seconded by Commissioner Davis to adjourn the Voting Session of the Northwest Travis County Road District No. 3. (1:38 PM)

| 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 ROAD DISTRICT BOARD

Date of Approval

Samuel T. Biscoe, Travis County Judge

MINUTES OF MEETING – JULY 29, 2008

NORTHWEST TRAVIS COUNTY ROAD DISTRICT NO. 3

On Tuesday, the 29th day of July 2008, the Commissioners' Court, meeting as the Northwest Travis County Road District No. 3 (Golden Triangle) Board of Directors, convened the Voting Session at 11:55 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 Road District Board of Directors record notes that Precinct Two Commissioner Sarah Eckhardt was not present during the Voting Session.

The Road District Board of Directors adjourned the Voting Session of the Northwest Travis County Road District No. 3 (Golden Triangle) at 11:56 AM.

1. APPROVE PAYMENT OF CLAIMS AND AUTHORIZE COUNTY TREASURER TO INVEST ROAD DISTRICT FUNDS. (11:55 AM)

Motion by Commissioner Gómez and seconded by Commissioner Daugherty to pay the claims in Item 1.

| Motion carried | County Judge Samuel T. Biscoe | yes |
|--|--|--------|
| | Precinct 1, Commissioner Ron Davis | yes |
| and States | Precinct 2, Commissioner Sarah Eckhardt | absent |
| and the set of the set | Precinct 3, Commissioner Gerald Daugherty | yes |
| | Precinct 4, Commissioner Margaret J. Gómez | yes |

 CONSIDER AND TAKE APPROPRIATE ACTION ON RECOMMENDED MAXIMUM TAX RATE AND PROPOSED FISCAL YEAR 2009 ROAD DISTRICT BUDGET. (11:55 AM)

Motion by Judge Biscoe and seconded by Commissioner Gómez that we set the tax rate at 0.11.

Motion carried: County Judge Samuel T. BiscoeyesPrecinct 1, Commissioner Ron DavisyesPrecinct 2, Commissioner Sarah EckhardtabsentPrecinct 3, Commissioner Gerald DaughertyyesPrecinct 4, Commissioner Margaret J. Gómezyes

Clerk's Note: The Court noted that by setting the Road District Tax Rate at 0.11 that the tax will be calculated at 11 cents per \$100.00 of value.

JULY 29, 2008 VOTING SESSION

PAGE 2

ADJOURNMENT

Motion by Commissioner Gómez **and seconded by** Commissioner Davis to adjourn the Voting Session of the Northwest Travis County Road District No. 3. (11:56 AM)

Motion carried: County Judge Samuel T. BiscoeyesPrecinct 1, Commissioner Ron DavisyesPrecinct 2, Commissioner Sarah EckhardtabsentPrecinct 3, Commissioner Gerald DaughertyyesPrecinct 4, Commissioner Margaret J. Gómezyes

MINUTES APPROVED BY THE ROAD DISTRICT BOARD

Date of Approval

Samuel T. Biscoe, Travis County Judge

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Agenda Item No.

IV

TRAVIS COUNTY HOUSING FINANCE CORPORATION AGENDA REQUEST

 Work Session
 Voting Session
 August 12, 2008
 Executive Session

 Date
 Date
 Date

- I. A. Request made by: <u>Samuel T. Biscoe, President</u> Elected Official
 - B. Requested Text: Consider and take appropriate action on request to reimburse lenders participating in the 2006 single family bond program that did not use all their mortgage loan allocations.

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.

08 VAC -1 BW 1.50 CONNEX TADGE'S DEFICE

Travis County Housing Finance Corporation 314 West 11th Street, Room 540 Austin, Texas 78767 Telephone: (512) 854-4743

August 12, 2008

To: Board of Directors

From: Harvey L. Davis, Manager Harry Don

2006 Single Family Bond Program Re:

Request

To approve reimbursement checks to lenders listed on Attachment A.

Background

At the beginning of the 2006 single family bond program, lenders purchased allocations of mortgage loans. The cost is 50 basis point (1/2 of 1%) of the amount purchased. For example, a \$1 million mortgage allocation costs a lender \$5,000. The cost is set by state law and the funds are used to help pay for the cost to issue the bonds.

The 2006 program fully originated - \$15,014,107.91 in mortgages closed (125 mortgages).

During the origination period, productive lenders were allowed to increase their mortgage allocation. This enabled the productive lenders to continue using the program to originate mortgages even though they had completed lending the allocation they purchased. Thus, some lenders owe the program for excess allocation used while other lenders need to be reimbursed for allocations they paid for but was ultimately used by another lender.

The productive lenders have paid the Corporation for the excess allocation. The total amount was \$30,293.56 and is listed on Attachment B. These funds have been deposited into the Corporation's bank account.

We request your approval to issue reimbursement checks totaling \$17,583.35 to five lenders whose allocations were used by the lenders on Attachment B. These lenders are listed in Attachment A. Please note that one lender (Home 123) has gone out of business so we are unable to reimburse them.

Stacy Houston with Morgan Keegan was a great help in assisting us in preparing the breakdown and communicating with the lenders about this issue.

1

 cc: Rodney Rhoades, Executive Manager, Planning and Budget Ladd Pattillo, Financial Advisor
 Cliff Blount, Naman, Howell, Smith & Lee, Issuers Counsel Mark O'Brien, Bob Coleman & Stacy Houston, Morgan Keegan (Bond - Underwriter)
 Leroy Nellis, Budget Manager Mary Mayes, Assistant Manager
 Miguel Gonzalez, Senior Financial Analyst

Attachment A

į Travis County HFC 2006 - Final Breakdown Lenders that Need Reimb

\$0.00 \$3,000,000.00 \$472,066.66 -2,527,933.34 New Century/Home 123*

\$12,639.67

*Lender is out of business

Attachment B

Travis County HFC 2006 - Final Breakdown - Lenders that Paid Travis County for Allocations Used but Purchased by Another Lender

| | | | | | | Date Received | 1001000 | 8007/87/1 | 7/28/2000 | 0007/07/1 | 6/23/2008 | 2007070 | |
|--|-----------|------------------|--------------------------|------------------|------------|---------------------|----------------------------|-----------------|----------------|-----------------|-------------------|--|--|
| | Amount to | Reimburse Travis | Amount Used County HFC = | 1/2 of 1% of the | | over allocation | \$10 715 21 | | \$657.81 | | \$9,920.41 | \$30 202 EC | |
| | | | Amount Used | over (under) | Allocation | Linucation 1 | 23,343,057.40 3,943,067.40 | | 131,302.45 | 1 004 002 00 | 60.200 tost | \$6.058.711 94 | |
| | | | | 1 . | Amount | 01 0 10 001 10 | 40'443'UD1.40 | \$1 131 567 AE | 04.700,001,014 | S2 984 087 00 1 | | \$10,058,711.94 | |
| | | | Original Allocation | | | \$2 000 000 00 | | 51,000,000,00 I | | 00.000,000,1 ¢ | \$1 000 000 00 | ++,000,000.00 \$10,058,711.94 \$6.058.711.94 | |
| | | | | Lender Name | | CULTERSTORE MORGAGE | Countrowide Real | | UHI Mortgage | | | | |

*Sold \$1MM allocation to Cornerstone A dummy pool of \$1.5MM was added in May 2006. \$750,000 added to DHI and Cornerstone but allo was not paid for at the time. Dummy pool brought program to \$16.5MM



TRAVIS COUNTY HOUSING FINANCE CORPORATION AGENDA REQUEST

 Work Session
 ______ Voting Session
 August 12, 2008
 Executive Session

 Date
 Date
 Date
 Date

- I. A. Request made by: <u>Samuel T. Biscoe</u>, <u>President</u> (Elected Official/Appointed Official/Executive Manager/County Attorney)
 - B. Requested Text: Consider and take appropriate action on request to review and approve marketing plan for 2008/2009 Home Buyer Assistance Program.

Approved by: _____

Signature of Commissioner(s) or Judge

- 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

 <u>Human Resources Department (473-9165)</u>

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

 <u>Purchasing Office (473-9700)</u>

 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 Mondays for the next week's meeting. Late or incomplete requests may be deferred to the next meeting. $|^{h} \cdot |_{Wd} |_{E} = 10080$

CONVEX JUDGE'S OFFICE RECEIVED

TRAVIS COUNTY HOUSING FINANCE CORPORATION

DATE: August 12, 2008

TO:

FROM:

Harvey L. Davis, Manager Homebuver

SUBJECT:

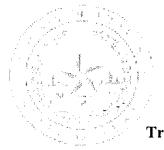
Summary and Background Information:

On May 8, 2008, the Texas Department of Housing and Community Affairs ("TDHCA") awarded the Corporation a \$300,000 grant to provide 40 down payment assistance loans to low and moderate-income homebuyers. The Corporation will contribute \$36,000 in match funds for the program. The loans are forgivable after 5 years (at the rate of 20% each year).

I am requesting Board approval to implement the following marketing plan:

- Issue a press release and flyer see attachments; ٠
- Send a Public Announcement of the information packet via e-mail to Travis County employees;
- Send an information packet to citizens that completed the Customer Survey. We secured 40 responses to the Survey that was an integral part of securing the grant. It seems appropriate to make a special effort to notify the citizens who made the extra effort to complete the Survey - most of the respondents were Travis County employees;
- Post the flyer on the Travis County website;
- Make a Public Announcement on the Travis County TV station;
- Actively promote the program with organizations and media that specifically reaches qualifying families:
 - o Austin Area Urban League
 - o Austin NAACP
 - Housing Authorities of Travis County and City of Austin
 - o Capital City African American Chamber of Commerce
 - o Hispanic Chamber of Commerce of Austin/Travis County
 - o Greater Pflugerville Chamber of Commerce
 - o Greater Austin Chamber of Commerce
 - Austin Housing Finance Corporation
 - o Capital Area Housing Finance Corporation
 - o Manor Community Center
 - Manor ISD

- o Del Valle Community Center
- o Del Valle ISD
- o Foundation Communities
- o Austin Tenant Council
- o American Housing Foundation
- o Various Austin religious organizations
- Various news organizations such as KAZI, Nokoa, La Prensa, The Villager, The Austin Chronicle, and Austin American Statesman.
- cc: Rodney Rhoades, Executive Manager, Planning and Budget Leroy Nellis, Budget Manager, Planning and Budget Mary Mayes, Assistant Manager Miguel Gonzalez, Sr. Financial Analyst Cliff Blount, Esq.



PRESS RELEASE

Travis County Housing Finance Corporation (512) 854-4743 Contact: County Judge Sam Biscoe (512) 854-9555

TRAVIS COUNTY HOUSING FINANCE CORPORATION ANNOUNCES DOWN PAYMENT ASSISTANCE PROGRAM

August 12, 2008

AUSTIN, TEXAS – The Travis County Housing Finance Corporation, a public non-profit created by the Travis County Commissioners Court, announced today its 2007 First-Time Homebuyer Down Payment Assistance Program for low- and moderate-income residents. This program will assist forty low and moderate income families purchase a home in Travis County (but outside the City of Austin) by providing \$8,325 forgivable, zero interest loans.

"We are extremely pleased to continue our commitment to affordable housing by introducing another program designed to serve low- and moderate-income homebuyer families in Travis County," said County Judge Sam Biscoe. "As with previous programs, this program specifically addresses the largest barrier to home ownership most families face: the lack of a down payment."

The Program was put in place through a \$300,000 grant from the Texas Department of Housing and Community Affairs ("TDHCA") and a \$36,000 grant from the Travis County Housing Finance Corporation. The Program is designed to assist 40 families who purchase a home in Travis County (outside Austin city limits).

"Many of the more affordable new homes in Travis County are being built outside of the Austin city limits and are not eligible for the City of Austin's down payment assistance program which many lower income homebuyers need," said Judge Biscoe. "This new program is a great start toward filling that gap by connecting qualified homebuyers in Travis County to homebuyer education, down payment assistance and affordable homes." _ .·

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The home buyer's income must be below the income in the chart below.

HUD Income Limits by Family Size Austin Area Median Family Income

| Household Size | apad series and series | 2 | 5 | 4 | ento 6 |
|-------------------|---------------------------|--------|--------|--------|---------------|
| 80% Median Income | 39,850 | 45,500 | 51,200 | 56,900 | 61,450 |

Homebuyers must provide a minimum personal investment of \$500.

All loans and grants will be made on a "first-come, first-serve" basis until the funds are expended. All homebuyers will be required to complete an eight-hour homebuyer education course given by Consumer Credit Counseling. Travis County Housing Finance Corporation has provided a grant to fund the education course.

The down payment assistance may be combined with one of the Texas Department of Housing and Community Affairs' Texas First Time Homebuyer Programs, Texas State Affordable Housing Finance Corporation bond program or Travis County Housing Finance Corporation bond program. The bond programs offer below-market interest rate mortgage loans through a network of participating lenders. A second program offers a Mortgage Credit Certificate program that increases a family's disposable income by reducing its federal income tax obligations. The tax credit is valid for the life of the loan as long as the borrower occupies the property as their primary residence.

The following is an example of how these programs can be used to give a first time homebuyer instant equity.

| Cost of a home: | \$120,000 |
|---|---------------------------------------|
| Amount of assistance: Form of assistance: | \$13,125 |
| Five-year forgivable loans from Travis County HFC: 4% grant from TCHFC mortgage loan program: TOTAL | \$8,325 <u>\$4,800</u> \$13,125 |
| Mortgage interest rate (30 year fixed rate) | 6.30% |

For more information about how to participate, call Harvey Davis or Mike Gonzalez at the Travis County Housing Finance Corporation at (512) 854-4743 or (512) 854-4399 respectively.

ATTENTION FIRST-TIME HOMEBUYERS! \$10,000 IN DOWN PAYMENT AND CLOSING COST ASSISTANCE AVAILABLE NOW!



The Travis County Housing Finance Corporation ("TCHFC") has funds available on a first-come, first-served basis to assist low- and moderateincome homebuyers purchasing a home in Travis County outside the city limits of Austin. Qualified homebuyers receive \$8,325 in two deferred, fiveyear forgivable 0% interest loans.

DO YOU QUALIFY AT 80% MEDIAN INCOME? (40 loans available)

| Family Size | 1 | 2 | 3 | 4 | 5 |
|----------------|----------|----------|----------|----------|----------|
| Maximum Income | \$39,850 | \$45,500 | \$51,200 | \$56,900 | \$61,450 |

How To Get Started (4 easy steps)

- 1. Contact a lender from the approved lender list. <u>http://www.tdhca.state.tx.us/homeownership/fthb/docs/LenderOffi</u> <u>ces.pdf</u> ("shop around" and visit with several lenders)
- 2. The lender will pre-qualify you for a mortgage and for the down payment assistance program.
- 3. Attend homebuyer education class. (contact Consumer Credit Counseling Service (512.447.0711))
- 4. Contact a Realtor® experienced with first-time homebuyer assistance programs.

Last Updated 08-08-08 at 2:30 pm

ATTENTION FIRST-TIME HOMEBUYERS! \$8,325 IN DOWN PAYMENT AND CLOSING COST ASSISTANCE AVAILABLE NOW!

Qualified homebuyers must:

- Qualify for a first lien mortgage.
- Provide a minimum investment of at least \$500.
- Complete a free eight-hour homebuyer-training course given by Consumer Credit Counseling. The cost has been paid through a grant from the Travis County Housing Finance Corporation.
- Purchase a home located within Travis County but outside the city limits of the City of Austin.

The home must pass an FHA-type appraisal and minimum property inspection.

No payments on the loans are required unless the property is sold, the first lien is refinanced or the first lien is paid off. The loans are forgiven over five years if you remain in the house as your principal residence.

The Program is made possible through support from the Texas Department of Housing and Community Affairs and Travis County Housing Finance Corporation.

For more information about this program, contact:

- Harvey Davis (854-4743);
- Mike Gonzalez (854-4399);
- CJ Jopling (817-209-8166);
- harvey.davis@co.travis.tx.us

Visit the website for more information:

www.co.travis.tx.us/housing_finance

Agenda Item No.

TRAVIS COUNTY HOUSING FINANCE CORPORATION AGENDA REQUEST

 Work Session
 Voting Session
 August 12, 2008
 Executive Session

 Date
 Date
 Date

- I. A. Request made by: <u>Samuel T. Biscoe, President</u> (Elected Official/Appointed Official/Executive Manager/County Attorney)
 - B. Requested Text: Consider and take appropriate action on request to approve payment of an invoice from Consumer Credit Counseling Service.

Approved by: _____

Signature of Commissioner(s) or Judge

- **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.

| | <u>Planning and Budget Office (473-9106)</u> Additional funding for any department or for any purpose Transfer of existing funds within or between any line item Grant |
|---------|---|
| <u></u> | 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 Mondays for the next week's meeting. Late or incomplete requests may be deferred to the next meeting.

TRAVIS COUNTY HOUSING FINANCE CORPORATION

DATE: August 12, 2008

TO: Board of Directors

FROM:

Harvey L. Davis, Manager Harvey A

SUBJECT: Invoice from Consumer Credit Counseling Service

Summary and Background Information:

Staff requests authorization to pay the attached \$3,000 invoice from Consumer Credit Counseling Service ("CCCS") in connection with contracted services for the new HOME down-payment assistance program.

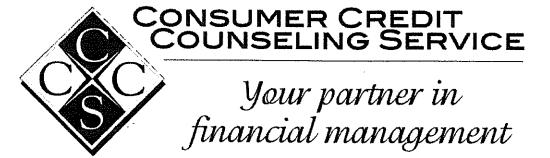
With the Board's approval, staff negotiated the one-time, up front fee to be paid to CCCS for providing the education services for the new HOME down-payment assistance grant.

CCCS understands that if the program fully originates, they may educate more than 40 families since some families taking the course will not be able to purchase a home. Conversely, the Corporation understands that if the program does not fully originate (for example, if 30 families are helped instead of 40 families), then less than 40 families will be educated for the \$3,000 fee. The rationale for paying CCCS a flat fee is that it eliminates the administrative costs of processing checks.

The invoice is consistent with the Memorandum of Understanding executed with CCCS in February.

Rodney Rhoades, Executive Manager, Planning and Budget cc: Leroy Nellis, Budget Manager Mary Mayes, Assistant Manager Mike Gonzalez, Sr. Financial Analyst

Last Updated 08-08-08 at 2:30 pm



STATEMENT for SERVICES PROVIDED Consumer Credit Counseling Service of Greater Dallas, Inc.

Date: July 23, 2008 Contact Person: Harvey Davis Address: 314 W 11th Street, Room 540 City, State, Zip: Austin, Texas 78701

| DATE of Service Provided | DESCRIPTION of Service Provided | COST of Service Provided \$3,000 | |
|--|--|--|--|
| 40 Families x \$75 for HOME Contract No. 1000938 | So You Want To Be A Homeowner Class | | |
| Total Sug | \$ 3,000 | | |

Thank you for allowing us to provide educational services for your clients. We trust the program provided useful and timely information regarding financial management and credit issues. We look forward to providing additional educational services in the future as needs arise.

Sally Borie Signature

<u>July 23, 2008</u> Date

Make checks payable to Consumer Credit Counseling Service and mail to:

EDUCATION DEPARTMENT CONSUMER CREDIT COUNSELING SERVICE 1106 CLAYTON LANE, SUITE 490W AUSTIN, TX 78723-2474

Travis County Housing Finance Corporation

MEMORANDUM OF UNDERSTANDING WITH SERVICE PROVIDER TO PROVIDE HOMEBUYER COUNSELING AND EDUCATION

Consumer Credit Counseling Service of Greater Dallas, Inc. (CCCS-Dallas) agrees to provide homebuyer counseling and education for the 2008/2009 Homebuyer Assistance Program ("HBA") to be funded by the Texas Department of Housing and Community Affairs. The class will include a minimum of eight hours of instruction. (See Attachment A for So You Want To Be A Homeowner course outline.)

The Education Coordinator of CCCS-Dallas, Austin Branch, will coordinate schedules and present the classes as needed. CCCS-Dallas will use reasonable efforts to hold at least one class per month. (See Attachment B for a Proposed Schedule of Services.)

Post counseling is included in this agreement in accordance with the attached statement. (See Attachment C Post Counseling Services.)

The cost to provide the class is \$75.00 per household based upon a minimum class size of eight. Travis County Housing Finance Corporation ("TCHFC") will pay the fee when the Program begins and based on the number of homebuyers to be assisted.

A Certificate of Completion is awarded to each household upon successful completion of the class.

Consumer Credit Counseling Service of Greater Dallas, Inc. is a 501(c) (3) nonprofit agency. (See Attachment D copy of IRS Approval letter.)

Consumer Credit Counseling Service of Greater Dallas, Inc. is approved by the U.S. Department of Housing and Urban Development (HUD) as a Housing Counseling Agency to provide Comprehensive Housing Counseling. (See Attachment E copy of HUD Approval Certificate.)

This agreement is valid for a period of two (2) years from date of acceptance by both parties or until the 2008/2009 HBA Program is complete, whichever is later.

Todd Mark, Vice President for Education Consumer Credit Counseling Service – Dallas

Samuel T. Biscoe

2-1505

2-26-03 Date

TRAVIS COUNTY HOUSING FINANCE CORPORATION AGENDA REQUEST

 Work Session
 Voting Session
 August 12, 2008
 Executive Session
 Date

 Date
 Date
 Date
 Date

- I. A. Request made by: <u>Samuel T. Biscoe, President</u> Elected Official
 - B. Requested Text: To consider and take appropriate action on request to approve (1) contract with CJ Jopling as consultant for the Texas Department of Housing and Community Affairs (TDHCA) grant for Homebuyer Assistance, and (2) invoice for set-up fee for consultant's contract.

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.

| <u>Planning and Budget Office (473-9106)</u> 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 12, 2008

TO: Board of Directors

FROM: Harvey L. Davis, Manager Hung h

SUBJECT: Down-payment Assistance Program 2008/2009

Request For Proposal for Management Services

Staff request approval to contract with CJ Jopling for consulting services on our 2008/2009 HOME DPA program and to approve payment of the related \$1,000 invoice from Ms. Jopling for one-time set-up fees.

Earlier this year staff issued/advertised an RFP for consulting services on our HOME DPA program. Ms. Jopling was the only respondent to the RFP. Ms. Jopling has been the consultant on our last two HOME DPA programs and has performed exceptionally well.

Attached is the contract between the Corporation and Ms. Jopling. The contract provides that Ms. Jopling will be paid \$500 (*paid from grant funds*) for each home closing plus a one-time \$1,000 set-up fee. The \$500 fee includes the cost of the home inspection required by the Texas Department of Housing and Community Affairs.

The contract format was taken from the Texas Department of Housing and Community Affair's suggested format for consultants. Cliff Blount has reviewed the contract. The contract has been signed by Ms. Jopling and is pending final approval/signature from the Board.

cc: Rodney Rhoades, Executive Manager, Planning and Budget Leroy Nellis, Budget Manager Mary Mayes, Assistant Manager Mike Gonzalez, Sr. Financial Analyst

RECEIVED

08 JUL 30 AM 10: 47

CONTRACT for PROFESSIONAL SERVICES

TRAVIS COUNTY PLANNING & BUDGET OFFICE

PART I - AGREEMENT

Jopling, hereinafter called the "Consultant". Corporation, hereinafter called the "Administrator", acting herein by Samuel T. Biscoe, President, hereunto duly authorized, and CJ THIS AGREEMENT, entered into this twelfth day of August 2008 by and between the Travis County Housing Finance

WITNESSETH THAT:

the Texas Department of Housing and Community Affairs HOME Program and; WHEREAS the Administrator desires to implement a Homebuyer Assistance Program contract under the general direction of

Contract #1000938 WHEREAS the Administrator desires to engage the Consultant to render certain services in connection with its HOME

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services

Part II, Scope of Services, is hereby incorporated by reference into this Agreement

services required and performed hereunder shall be completed no later than December 31, 2010. 2 Time of Performance - The services of the Consultant shall commence on August 12, 2008. In any event, all of the

Consultant in every way possible to facilitate the performance of the work described in the contract No charge will be made to the Consultant for such information and the Administrator and its agencies will cooperate with the necessary for the carrying out of the work outlined above shall be furnished to the Consultant by the Administrator and its agencies. Access to Information - It is agreed that all information, data, reports, records and maps as are existing, available and

hereunder shall not exceed \$21,000 for 40 transactions. Payment to the Consultant shall be based on satisfactory completion of identified milestones in Part III - Payment Schedule of this Contract. Compensation and Method of Payment - The maximum amount of compensation and reimbursement to be paid

compensation and income tax laws. shall exonerate, indemnify, and hold harmless the Administrator and its agency members from and against them, and shall assume full responsibility for payments of federal, state and local taxes on contributions imposed or required under the Social Security, worker's Ś Indemnification - The Consultant shall comply with the requirements of all applicable laws, rules and regulations, and

- 6. Miscellaneous Provisions
- ည parties created hereunder are performable in Travis County, Texas. This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the
- ò, administrators, legal representatives, successors and assigns where permitted by this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors,
- 9 been contained herein provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other In any case where one or more of the provisions contained in this Agreement shall for any reason be held to be invalid,
- <u>ค</u>. shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party
- Ģ incorporated into this Agreement. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to and

7 attached hereto and incorporated by reference herein. Terms and Conditions - This Agreement is subject to the provisions titled, "Part IV - Terms and Conditions" and

IN WITNESSETH HEREOF, the parties have hereunto set their hands and seals.

Name of Contract Administrator: Travis County Housing Finance Corporation

Signature of Authorized Person

Date

Name of Professional Service Provider (Consultant): CJ Jopling

Signature of Authorited Person

Date BOOCHMASE

2 - ²

PART II - PROFESSIONAL MANAGEMENT SCOPE OF SERVICES

The Management Consultant shall provide the following Scope of Services:

A. Project Management

1. Develop a recordkeeping system consistent with program guidelines, including the establishment of a filing system

2. Maintenance of filing system

4. If requested, assist in the procurement of construction services through a sealed bid process, if applicable, and as required by the 3. Provide general advice and technical assistance to Administrator's personnel on implementation of project and regulatory matters HOME Program regulations

ŝ Furnish the Administrator with necessary forms and procedures as required to implement projects under the HOME contract

6. Assist the Administrator in meeting all special condition requirements that may be stipulated in the contract between the Administrator and TDHCA

7. Prepare and submit to TDHCA all documentation necessary for amending the HOME contract, as applicable

8. Conduct environmental clearance procedures as required

9. Prepare and submit Project Set-up, Project Completion, HUB and other required reports

10. Establish procedures to document expenditures associated with local administration of the project

11. Serve as liaison for the Administrator during any review or monitoring visit by staff representatives from either TDHCA or HUD

B. Financial Management

1. Assist the Administrator in proving its ability to manage the grant funds to the state's audit division

and ledgers 2. Assist the Administrator in establishing and maintaining a Direct Deposit bank account and/or separate local bank account, journals

Identification Number, the Identification of Contract Administrator form and any other forms as required by TDHCA 3. Assist the Administrator in submitting the required Direct Deposit Authorization form, the Texas Application for Payee

within the allotted time period 4. Prepare all fund drawdowns on behalf of the Administrator in order to ensure orderly, timely payments to all contracting parties

5. Review invoices received for payment and file back-up documentation

6. Provide general advice and technical assistance to Administrator's personnel regarding implementation of project and regulatory matters

7. Assist the Administrator in establishing procedures to handle the use of any HOME program income.

C. Environmental Review

1. Perform environmental assessment procedures and prepare documentation as necessary

2. Coordinate environmental clearance procedures with other federal or state agencies and interested parties responsible for implementing applicable laws

3. Document consideration of any public comments

4. Prepare any required re-assessment of environmental assessment and/or documentation as necessary

D. Homebuyer Assistance - HBA

approva 1. Prepare and submit local rehabilitation guidelines, policies and procedures, and work write-ups for all projects to TDHCA for

2. Develop affirmative marketing plan, outreach and necessary application processing/verification forms

3. Screen applicants for program qualification

4. Screen homes for compliance with the Texas Minimum Construction Standards

5. Conduct lead-based paint assessment

6. Inform all applicants as to eligibility and prepare HOME contract for qualified applicants

7. Conduct or assist with acquisition of homebuyer education

8. Assist lender with completion of second lien documents and ensure their timely submission to TDHCA

9. Ensure that all construction activities meet or exceed Texas Minimum Construction Standards

10. Conduct interim/final inspections, process final contract documents, and maintain a record of beneficiaries

11. Maintain client files following TDHCA requirements

12. Manage dispute resolution process as required.

E. Fair Housing / Equal Opportunity

during the contract period 1. Assist the Administrator in developing, implementing and documenting new activities to affirmatively further fair housing activities

2. Maintain documentation of all project beneficiaries by ethnicity and gender

3. Prepare Section 3 and Affirmative Marketing Plan

4. Perfor all Section 504 requirements and prepare documentaiton as necessary

5. Provide all applicable equal opportunity provisions and certifications for inclusion in bid packet

F. Audit / Close-out Procedures

Contract Completion 1. Prepare the final Project Completion Report, including Historically Underutilized Businesses (HUB) Report and Certificate of

2. Assist Administrator in resolving any review, monitoring and/or audit findings

3. Assist Administrator in resolving any third party claims

4. Provide auditor with HOME audit guidelines

PART III – PAYMENT SCHEDULE FOR PROFESSIONAL MANAGEMENT SERVICES

per the following percentages of the maximum contract amount: Administrator shall reimburse the Consultant for management services provided for completion of the following project milestones

recordkeeping, file set up postage, supplies, etc., and the contract close out assistance. One thousand hundred dollars (\$1,000.00) fee up front at signing of contract with Administrator. This fee covers set up cost, i.e.

Five hundred dollars (\$500.00) per file for intake review and approval for Homebuyer Assistance, environmental documentation, inspection, packaging and processing files from intake to closing and file completion.

PART IV – TERMS AND CONDITIONS

receive just and equitable compensation for any work satisfactorily completed hereunder. event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such this Contract, the Administrator shall thereupon have the right to terminate this Contract by giving written notice to the Consultant of manner his/her obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of Consultant under this Contract shall, at the option of the Administrator, become its property and the Consultant shall be entitled to Termination of Contract for Cause. If, through any cause, the Consultant shall fail to fulfill in a timely and proper

is determined. ۵ Notwithstanding the above, the Consultant shall not be relieved of liability to the Administrator for damages sustained by the the Consultant for the purpose of set-off until such time as the exact amount of damages due the Administrator from the Consultant Administrator by virtue of any breach of the Contract by the Consultant, and the Administrator may withhold any payments to

to the fault of the Consultant, Paragraph 1 hereof relative to termination shall apply. the Consultant will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due giving at least ten (10) days notice in writing to the Consultant. If the Contract is terminated by the Administrator as provided herein, Ņ Termination for Convenience of the Administrator. The Administrator may terminate this Contract at any time by

Contract. mutually agreed upon by and between the Administrator and the Consultant, must be incorporated in written amendments to this be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are ယ Changes. The Administrator may, from time to time, request changes in the scope of the services of the Consultant to

4. Personnel.

services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Administrator. ھ The Consultant represents that she has, or will secure at her own expense, all personnel required in performing the

engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services. ď All of the services required hereunder will be performed by the Consultant or under her supervision and all personnel

provision of this Contract. Administrator. Work/services subcontracted hereunder shall be specified by written contract/agreement and shall be subject to each <u></u> None of the work or services covered by this Contract shall be subcontracted without prior written approval of the

claims for money by the Consultant from the Administrator under this Contract may be assigned to a bank, trust company, or other Administrator. same (whether by assignment or novation), without the prior written consent of the Administrator thereto: Provided, however, that financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the Assignability. The Consultant shall not assign any interest on this Contract, and shall not transfer any interest in the

Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract. furnish the Administrator such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Reports and Information. The Consultant, at such times and in such forms as the Administrator may require, shall

documentation for all expenditures of funds made under this contract in a manner which conforms to OMB Circular A-87, Section such records, and any supporting documentation, for the greater of three (3) years from closeout of the Contract or the period required persons who are applicants for, participants in, or beneficiaries of the funds provided under this Contract. Administrator shall retain 570.490 of the Regulations, and this Contract. Such records must include data on the racial, ethnic, and gender characteristics of by other applicable laws and regulations, if greater. Records and Audits. The Consultant shall ensure that the Administrator maintains fiscal records and supporting

contract are confidential and the Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the Administrator. $\overset{\infty}{\cdot}$ Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Consultant under this

an application for copyright by or on behalf of the Consultant. Copyright. No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of

done in performing any of the work embraced by this Contract. and local governments, and the Consultant shall make the Administrator harmless with respect to any damages arising from any tort 10. Compliance with Local Laws. The Consultant shall comply with all applicable laws, ordinances and codes of the state

1 Equal Employment Opportunity. During the performance of this Contract, the Consultant agrees as follows:

employment, notices to be provided by the Administrator setting forth the provisions of this non-discrimination clause. transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for disability or familial status. Such action shall include, but not be limited to, the following: Employment; upgrading; demotion or religion, national origin, sex, disability or familial status. The Consultant will take affirmative marketing to ensure that applicants are The Consultant will not discriminate against any employee or applicant for employment because of race, color,

disability or familial status. that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, Ģ The Consultant will, in all solicitation or advertisements for employees placed by or on behalf of the Consultant, state

contracts or subcontracts for standard commercial supplies or raw materials. Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to 0 The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this

þ. The Consultant will include the provisions a. through c. in every subcontract or purchase order unless exempted

color, religion, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. 12. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race,

13. Section 109 of the Housing and Community Development Act of 1974.

with funds made available under this title. participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part No person in the United States shall on the ground of race, color, religion, national origin, or sex be excluded from

14 "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities

the project. with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of opportunities for training and employment be given lower income residents of the project area and contracts for work in connection and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing 6 The work to be performed under this contract is on a project assisted under a program providing direct federal financial

other disability which would prevent them from complying with these requirements. thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or by the Secretary of Housing and Urban Development set forth in 24 C.F.R. 235, and all applicable rules and orders of TDHCA issued The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto

employees and applicants for employment or training. representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' The Consultant will send to each labor organization or representative of workers with which he/she has a collective

violation of regulations under 24 C.F.R. Part 135 and will not let any subcontract unless the subcontractor has first provided it with a Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 C.F.R. at the direction of the applicant for or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon preliminary statement of ability to comply with the requirements of these regulations م The Consultant will include this Section 3 clause in every subcontract for work in connection with the project and will,

specified by 24 C.F.R. Part 135. specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these and orders of TDHCA issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance Compliance with the provisions of Section 3, the regulations set forth in 24 C.F.R. Part 135, and all applicable rules

15. Section 503 Handicapped (if \$2,500 or Over) Affirmative marketing for Handicapped Workers

upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, affirmative marketing to employ, advance in employment and otherwise treat qualified handicapped individuals without handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take The Consultant will not discriminate against any employee or applicant for employment because of physical or mental

pursuant to the Act Ģ The Consultant agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued

be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act In the event of the Consultant's non-compliance with the requirements of this clause, actions for non-compliance may

obligation under the law to take affirmative marketing to employ and advance in employment qualified handicapped employees and a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Consultant's applicants for employment, and the rights of applicants and employees. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices in

is committed to take affirmative marketing to employ and advance in employment physically and mentally handicapped individuals. agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of Rehabilitation Act of 1973, and The Consultant will notify each labor union or representative of workers with which it has a collective bargaining

be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will Compliance Programs may direct to enforce such provisions, including action for non-compliance. The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more

appropriate steps to assure compliance. employee, or agent of the Administrator who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Consultant shall take 16. Interest of Members of an Administrator. No member of the governing body of the Administrator and no other officer,

official of such Administrator, who exercises any functions or responsibilities in connection with the planning and carrying out of the to assure compliance program, shall have any personal financial interest, direct or indirect, in this Contract; and the Consultant shall take appropriate steps 17. Interest of Other Local Public Officials. No member of the governing body of the Administrator and no other public

no person having any such interest shall be employed. degree with the performance of his/her services hereunder. The Consultant further covenants that in the performance of this Contract, acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or 18 Interest of Consultant and Employees. The Consultant covenants that he/she presently has no interest and shall not

INVOICE

CJ S JOPLING DPA CONSULTANT

4360 Mountain Crest Drive Ft Worth TX 76123 eFax: 866-548-3227 OFFICE: 817-209-8166 <u>cj.jopling@sbcglobal.net</u> INVOICE NO 80804 DATE August 4, 2008 CUSTOMER ID Contract 1000938

BILL TO Travis County Housing Finance Corp 314 W. 11th Street Room 540 Austin TX 78701

| DATE | DES | CRIPTION | BALANCE | - 語名な (語) (語) | AMOUNT |
|------------|--|----------|----------|---------------|--|
| 8/4/08 | SERVICES PERFORMED: | | | | ······································ |
| | Consultant start up fe postage/delivery servi phone calls, faxes, cop processing. | | 4 000 00 | | |
| | processing. | | | | 1,000.00 |
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| CURRENT | | | | | AMOUNT DUE |
| \$1,000.00 | | | | | \$1,000,00 |

| REMITTANCE | |
|-----------------|------------|
| Invoice # | 80804 |
| Date | |
| Amount Due | \$1,000.00 |
| Amount Enclosed | |

MAKE CHECKS PAYABLE TO CJ S JOPLING

THANK YOU FOR YOUR BUSINESS