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Travis County Commissioners Court Agenda Request

Voting Session 11/18/08  
(Date)

Work Session \_\_\_\_\_  
(Date)

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

B. Requested Text: **Consider and take appropriate action on a Cash Security Agreement with Highland Homes, Austin for sidewalk fiscal for Commons @ Rowe Lane IIA Lot 28 Block O.**

C. Approved by: \_\_\_\_\_  
Commissioner Gerald Daugherty

II. A. Is backup material attached\*: Yes X No  
\*Any backup material to be presented to the court must be submitted with this Agenda Request (original and 8 copies).

B. Have the agencies affected by this request been invited to attend the Work Session?  
Yes X No \_\_\_\_\_ Please list those contacted and their phone numbers:  
  
Anna Bowlin – 854-9383  
Stacey Scheffel – 854-9383  
Tim Pautsch – 854-9383

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 (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: 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.



## TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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411 West 13th Street  
Executive Office Building  
PO Box 1748  
Austin, Texas 78767  
(512) 473-9383  
FAX (512) 708-4649

### MEMORANDUM

DATE: October 21, 2008

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM: Anna M. Bowlin, Division Director Development Services

SUBJECT: Cash Security Agreement for sidewalk fiscal for Lot 28 Block O in Commons @  
Rowe Lane Phase 2A.

#### **Summary and Staff Recommendation:**

Highland Homes, aka Highland Homes, Austin, proposes to use this Cash Security Agreement, as follows: Lot 28 Block O \$780.00 Permit #08-2302, to post sidewalk fiscal where the sidewalks have not been completed, in this subdivision.

#### **Budgetary and Fiscal Impacts:**

There are no budgetary and/or fiscal impacts as this is fiscal posted for a development.

#### **Required Authorizations:**

The form of the Cash Security Agreement is from the Standards for Construction of Streets and Drainage in Subdivisions that were in place before August 28, 1997.

#### **Exhibits:**

Cash Security Agreement  
Map

TP:AMB:tp

1102 Commons @ Rowe Lane Phase 2A

Last Updated 10-31-08 at 11:17 am

Invoice Data	Invoice Number	P.O. Number	Coding	Description	Gross Amount	Adjustment	Net Amount
	21005WIND		729-052-1202	21005 Windmill Ridge	780.00	.00	780.00
				Check 0047133 Total	780.00	.00	780.00

RECEIVED

SEP 17 2008

TNR

FOR SECURITY PURPOSES THE FACE OF THIS CHECK CONTAINS A COLORED BACKGROUND PATTERN TO PREVENT COUNTERFEITING.

**Highland Homes, Austin**

4201 West Parmer Lane  
Building B, Suite 180  
Austin, TX 78727

Bank of America

4771953660

**0047133**

DATE  
**08/29/2008**

AMOUNT  
**\$780.00**

PAY Seven Hundred Eighty and 00/100 Dollars \_\_\_\_\_

TO THE  
ORDER  
OF

Travis County-Transportation  
and Natural Resources-Sidewalks  
PO Box 1748  
Austin, TX 78767

50841 H

*Rodger Sanders*

§ 82,1006. EXHIBIT 82.401 (C)

(c) CASH SECURITY AGREEMENT

TO: Travis County, Texas *Attn: Tim P.*

DEVELOPER/BUILDER:

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: *780,00*

SUBDIVISION: *Common @ Rowe Lane*

DATE OF POSTING:

EXPIRATION DATE: Three Years From Date of Posting

The ESCROW AGENT shall duly honor all drafts drawn and presented in accordance with this Agreement. Travis County may draw on the account of the DEVELOPER/BUILDER up to the aggregate AMOUNT OF SECURITY upon presentation of a draft signed by the County Judge that the following condition exists:

The county considers such a drawing on this Security necessary to complete all or part of the SUBDIVISION Sidewalks. No further substantiation of the necessity of the draw is required by this Agreement.

This Agreement is conditioned on the performance of the duties of the DEVELOPER/BUILDER prior to the Expiration Date to provide for the construction and completion of the Sidewalk Improvements in the SUBDIVISION to current Travis County Standards for Construction of Streets and Drainage in Subdivisions (the "Standards"), so that the Sidewalk Improvements are performing to the Standards upon the approval of the construction of the Sidewalk Improvements, and the acceptance of the Sidewalk Improvements by the Executive Manager of TNR or his designated representative.

If this document needs to be renewed, it will be renewed at the then current rate for Sidewalks required by Travis County. In no case shall the amount of Security be less than the amount it would cost the County to complete the work if it becomes necessary.

Partial drafts and reductions in the amount of Security are permitted. Drafts will be honored within five calendar days of presentment. In lieu of drawing on the Security, the County, in its discretion, may accept a substitute Security in the then current amount of the estimated cost of constructing the Improvements. This Agreement may be revoked only by written consent of the DEVELOPER/BUILDER and the County.

The DEVELOPER/BUILDER must indicate by signing the appropriate line, below, whether or not he wishes the escrowed funds to be invested and interest paid at the rate Travis County receives for its 90-day accounts. If so, he will be charged \$25.00 investment fee for every 90 days. The minimum amount of cash security that will be considered for investment is Two Thousand Dollars (\$2,000.00).

DEVELOPER/BUILDER

COMPANY NAME & ADDRESS

BY: \_\_\_\_\_

PRINT: \_\_\_\_\_

TITLE: \_\_\_\_\_

**SIGN ONLY ONE**

Invest funds with interest paid at the rate Travis County receives for its 90-day accounts and be charged a \$25.00 investment fee for every 90 days.

\_\_\_\_\_  
Name Date

Funds shall not be invested and no interest shall be accrued to the Developer/Builder.

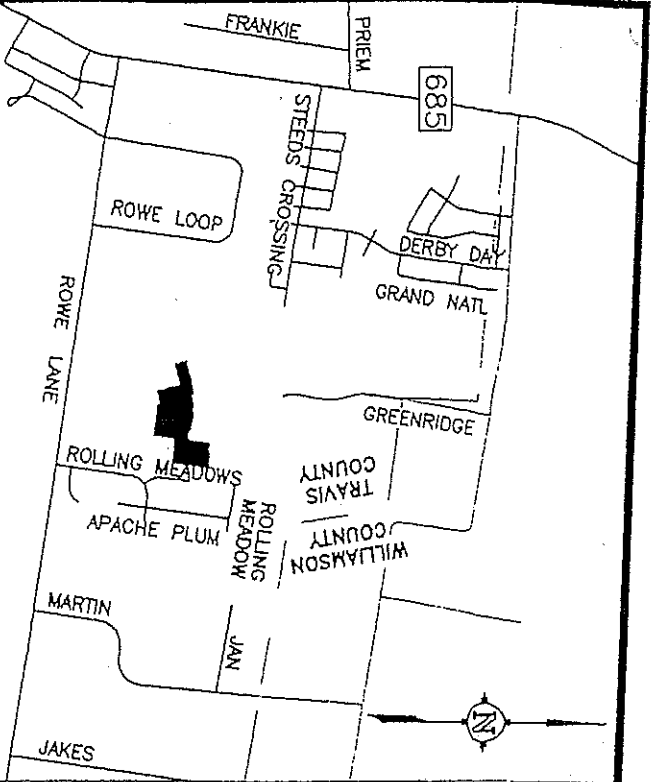
*Cynthia H. Cooper* 9-16-08  
Name Date

APPROVED BY THE TRAVIS COUNTY COMMISSIONERS' COURT: \_\_\_\_\_  
Date

\_\_\_\_\_  
COUNTY JUDGE, TRAVIS COUNTY, TEXAS

\_\_\_\_\_  
Date

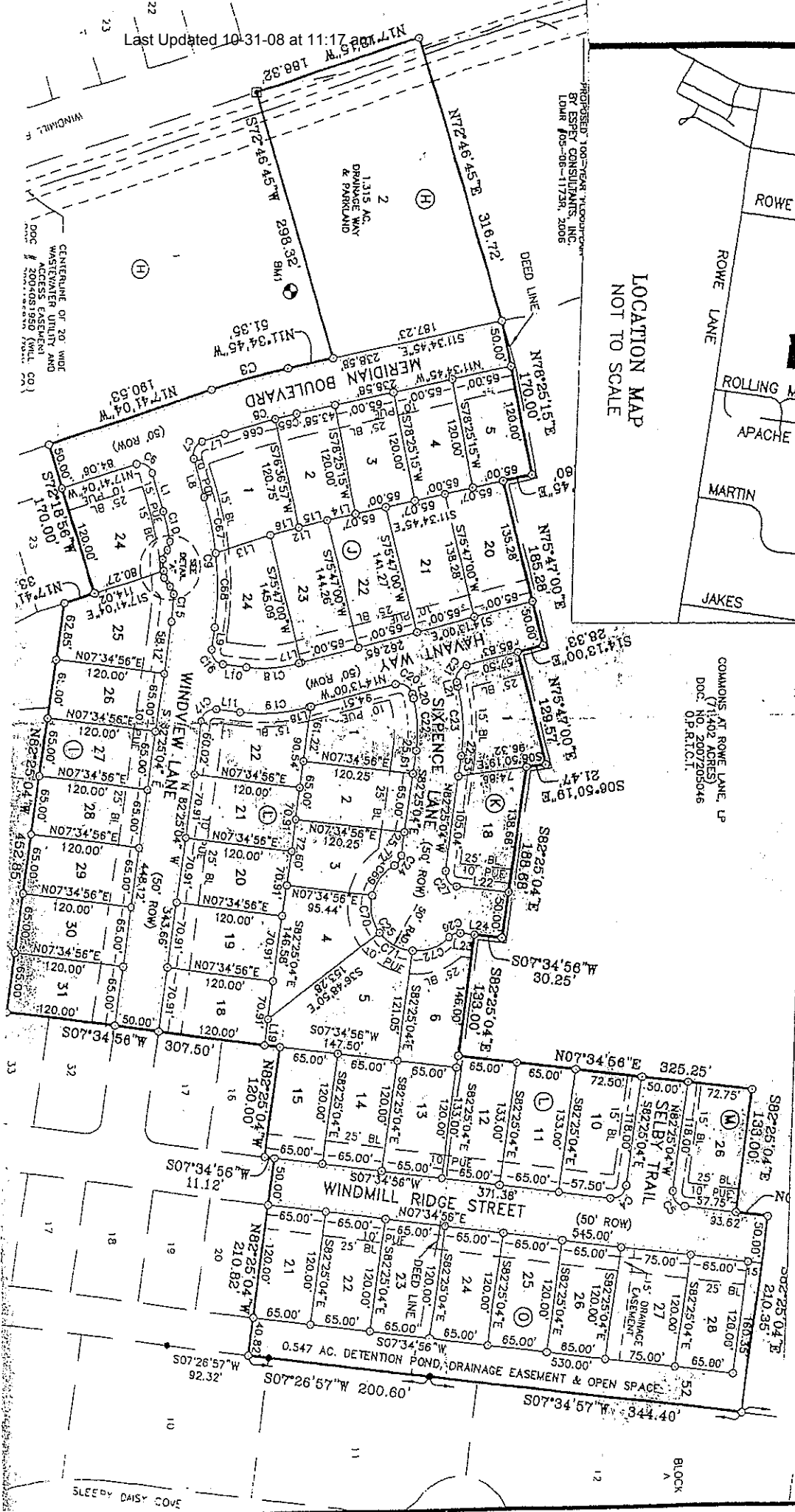
LOCATION MAP  
NOT TO SCALE



**FINAL PLAT**  
**THE COMMONS AT ROWE LANE**  
**PHASE II A**

COMMONS AT ROWE LANE, LP  
DOC. NO. 2007205046  
O.P.R.T.C.T.

ROLLING MEADOWS  
SECTION 1  
BK. 85, PG. 47C  
P.R.T.C.T.



BLOCK  
A

27

**ORDER OF THE TRAVIS COUNTY COMMISSIONERS COURT  
AMENDING  
TITLE VI. HUMAN SERVICES  
CHAPTER 72 - EMERGENCY ASSISTANCE PROGRAM POLICIES AND PROCEDURES**

**STATE OF TEXAS**

**COUNTY OF TRAIVS**

Pursuant to Sections 1.0051 and 1.0052 of the Travis County Policies, Procedures, and Regulations Manual, be it hereby ORDERED that Chapter 72, "Emergency Assistance Program Policies and Procedures," is amended by deleting the current Chapter 72 and substituting a new Chapter 72, "Emergency Assistance Program Policies and Procedures," which is attached to this Order as Exhibit 1.

Date of Order: October \_\_\_\_, 2008

TRAVIS COUNTY COMMISSIONERS COURT

\_\_\_\_\_  
Samuel T. Biscoe, County Judge

\_\_\_\_\_  
Ron Davis, Commissioner, Pct. 1

\_\_\_\_\_  
Sarah Eckhardt, Commissioner, Pct. 2

\_\_\_\_\_  
Gerald Daugherty, Commissioner, Pct. 3

\_\_\_\_\_  
Margaret Gómez, Commissioner, Pct. 4

**EXHIBIT 1**

**CHAPTER 72**

**EMERGENCY ASSISTANCE PROGRAM POLICIES AND PROCEDURES**



## **TITLE VI. HUMAN SERVICES**

### **CHAPTER 72 - EMERGENCY ASSISTANCE PROGRAM POLICIES AND PROCEDURES**

#### **72.001 Program Administration**

(a) Authority. Travis County is authorized to provide the services referenced in this Chapter 72 under Texas Local Government Code, Section 81.027, and other applicable statutes.

(b) Provision of Services. The Travis County Health, Human Services and Veterans Services Department ("Department") through the Services Division (or such successor division as designated by Department) will assist residents toward achieving maximum self-sufficiency and quality of health, economic and social well-being. Implementation of this Policy will be done without regard to race, color, age, religion, sex, national origin, handicap, veteran status or sexual orientation.

(c) Purpose. The purpose of this Chapter 72, "Emergency Assistance Program Policies and Procedures" ("Policy") is to establish standards in administering the Emergency Assistance Program as set forth in the following sections:

- 72.001 Program Administration
- 72.002 Eligibility Criteria
- 72.003 Verifying Documentation
- 72.004 Application Policy
- 72.005 Benefits Scale

This Policy only serves to provide guidelines for the provision of services as determined to be available by the Travis County Commissioners Court and the Department, and does not create any entitlement to any of the services referenced herein.

(d) Statutory Guidelines. Travis County will provide all services in accordance with all applicable federal, state and local laws, rules and regulations.

(e) Limitations.

(1) General Revenue Funds. County general revenue fund monies and other funds legally available to Travis County for these purposes may be used, as determined by the Commissioners Court and directed by the Department, to provide assistance under this Chapter 72 when the Department determines that no other appropriate source of funding is readily or reasonably available to meet the identified need(s).

(2) Changes. Travis County reserves the right to change any provision of this Policy unilaterally by written amendment approved by the Travis County Commissioners Court ("Commissioners Court") without specific notice (other than that provided through the Commissioners Court posting procedures, as required by law) to any recipient of services or potential recipient of services. No employee, official, supervisor or other individual has any authority to change any provision of this Policy without the express and specific authority to do so as set forth in this Policy or granted by the Commissioners Court.

(3) Availability of Services. This Policy sets forth the general guidelines under which certain benefits may be provided by Travis County to eligible recipients and are provided for informational purposes only. The services described herein may be limited by availability of County funds or other factors, and the provisions of this Policy are not intended to create any entitlement or interest or right in

property. This Policy does not create any guarantee of the provision or continuation of services for any individual, even if that individual meets the stated criteria, nor does it guarantee the availability of services or funds for such services at any given time. Application of this Policy will be as determined by the Commissioners Court and the Department. If funding is available and provision is made, services will be provided according to the terms of this Policy for so long as the County continues to provide for such services. At the discretion of the Commissioners Court, services may be decreased, interrupted or curtailed at any time.

(4) Acceptance of Services. Prior to receipt of services provided under this Policy, each recipient will sign a statement evidencing their awareness of the above limitations.

(f) Definitions. In this Policy, the following terms will have the meaning set forth herein:

(1) "Common Law Marriage" means a legal marriage in the State of Texas wherein both parties are free to marry, live together, and hold out to the public that they are husband and wife.

(2) "Date of Application" means the date of intake.

(3) "Disabled" and "Disability" means an adult who has been unable to work or to obtain or maintain employment due to a health condition; or a minor who is disabled due to a health condition. At the time of the request for assistance, written verification signed by a Licensed Health Professional is required, stating that the individual was unable to work (or to obtain or maintain employment) the thirty (30) days prior to application/verification. Such written verification must be dated within the last 12 months.

OR

A Household member is receiving SSI (social security income) SSD (social security disability) or RSDI or VA (Veteran's Administration) disability benefits due to a Disability. Written or verbal verification is required.

(4) "Economic Crisis" means the existence within a households of a verifiable need for assistance in the past sixty (60) days due to a substantial increase in expenditures, loss or reduction of Income, or loss or reduction of resources.

(5) "Elderly" means an individual who is sixty (60) years or older.

(6) "Emancipated Minor" means a persons under 18 years of age who either (i) has been legally declared as an emancipate minor by the court; or (ii) is married (with "marriage" including Common Law marriage).

(7) "Executive Manager" means the Executive Manager of the Health and Human Services and Veteran's Services Department, or his/her designee.

(8) "Household" means an applicant and whose individuals who reside in the applicant's housing unit and whose financial assets are held in common.

(9) "Immediate Family" means an family member which is defined pursuant to the Travis County Policies, Procedures and Regulations, Section 10.038 as including:

- A. spouse
- B. child (birth, adopted, foster or step-)
- C. parent
- D. sibling (brother or sister)
- E. grandparent
- F. grandchild

G. person living in the applicants' Household with whom the applicant shares a significant relationship of mutual caring.

(10) "Income" means the total amount determined from monetary receipts from all sources, including tips, before deductions from all sources, as defined by the Texas Department of Housing and Community Affairs (10) "Income" means the total amount determined from monetary receipts from all sources, including tips, before deductions from all sources, as defined by the Texas Department of Housing and Community Affairs as set forth in Texas Administrative Code, Section 6.105 (and according to any future amendments thereto).

(11) "Licensed Health Professional" includes a Physician, Nurse Practitioner, Registered Nurse, Social Worker, Occupational or Professional Physical Therapist (or other professional as determined by Department) .

(12) "Medical Crisis" means a situation in which a Household experiences a loss or reduction of Income due to a medical condition of a Household member as documented with verification acceptable to Department.

(13) "Residency" means one's home and fixed place of habitation to which one intends to return after any temporary absences, as set forth in Texas Election Code, Section 1.015 .

(14) "Significant Economic Impact" means a substantial loss of gross Income or resources, or substantially increase in expenditures during the past sixty (60) days, as determined by Department.

(15) "Sixty (60) Day Period" means the previous sixty (60) calendar days from and including the Date of Application.

(16) "Third Party" means a recognized authority that has no potential for personal gain as a result of receipt of benefits and no personal relationship to the applicant, or any member of the applicant's Household, who is qualified (as determined by Department) to verify the needed information. Examples of a Third Party include employers, school nurses, counselor, social services agency representatives, clergy, medical doctor, etc.

(17) "Thirty (30) Day Period" means the previous thirty (30) calendar days from and including the Date of Application.

(18) "Twelve (12) Month Period" means that time period beginning with the date of payment approval and ending on the same date of the next calendar year.

## **72.002 Eligibility Criteria**

(a) Purpose. The purpose of this Section 72.002 is to establish unified criteria for identification of Households which meet the minimum Policy eligibility requirements.

(b) Waiver or Adjustment. Eligibility criteria may be waived when the Executive Manager identifies that an immediate response is required to a disaster which affects the health and safety of the community or in specific instances of Third Party verified current life threatening situations, such as domestic violence. In such cases, the Family Support Division (or appropriate Department group), with the written approval of the Executive Manager, may waive or adjust certain provisions of this Eligibility Policy where, as determined by the Executive Manager, such waiver or adjustment will continue to promote the general purpose and intent of this Policy within the limits of applicable laws. At any time that such waiver or adjustment is requested or suggested, the Executive Manager may make such decision or, where time allows, refer such decision to the Commissioners Court. Upon granting of any such waiver or adjustment, the Executive Manager will provide written notice to the Commissioners Court of such waiver or adjustment and the circumstances leading to the granting of the waiver/adjustment at the earliest possible date.

(c) General Criteria.

(1) Income. Household gross Income must be at or below 50% of the Federal Poverty Income Guidelines for the past Thirty (30) Day Period excepting any Households where one or more members are Disabled or Elderly. For Households which include a Disabled or Elderly member, the Household Income must be at or below 125% of the Federal Poverty Income Guidelines for the past Thirty (30) Day Period.

(2) Economic Crisis. Household must have experienced a verifiable Economic Crisis within the past Sixty (60) Day Period.

(3) Identification. Applicant must present acceptable identification, as determined to be satisfactory by Department staff, when applying for assistance.

(4) Residency. Applicant and Household members receiving the benefit of assistance must be able to show proof, as determined to be satisfactory by Department Staff, of Travis County Residency with the intent to remain in Travis County permanently. If applicant is being released from a facility such as ARC, TCDJ, rehabilitation centers, temporary shelters, applicant must provide proof of Residency prior to entering the facility. Lack of a fixed address would not necessarily be reason for denial of assistance.

(5) Age. Applicant must be at least 18 years of age or an Emancipated Minor.

(6) Resources/Assets. Households may have assets or resources that total no more than the allowable limit of \$2,500.00.

(7) Frequency of Assistance. Households will be assisted within the set benefit scale for each services category only once in a Twelve Month Period with the following exceptions:

(A) A Household that includes at least one Elderly and/or Disabled person may be assisted twice in a Twelve (12) Month Period.

(B) One additional request for the same service category in a Twelve (12) Month Period may be approved if it is the result of a natural disaster causing displacement. A written referral from the American Red Cross is required.

(C) Any applicant without a Disability or Elderly status requesting assistance more than once may be granted a second assistance upon demonstration of workforce activity or employment that will indicate the movement of the applicant toward self sufficiency.

(b) Specific Service Category Criteria.

(1) Food Voucher Assistance.

(A) Applicants must have applied for food stamps or have completed application to be mailed. Applicants who are ineligible for food stamps (due to their non-citizenship or felony status) will not be required to apply for food stamps.

(B) Households who have received their regular food stamp allotment within the last 30 days may be assisted if the Household has experienced one of the following:

- increase in household size
- food spoilage
- lost or stolen Lone Star card

- natural disaster
- other situation determined by Department to warrant receipt as approved by the Executive Manager.

(C) Applicants will not be issued a voucher if the interruption in food stamp benefits was due to fraud or failure to follow through with TXDHS requirements.

(D) Vouchers may be split in different amounts for different dates in cases where food storage is a problem (i.e., for people without a fixed place of residence or people who are homeless).

(2) Rent/Mortgage/Temporary Shelter.

A) Applicant may apply fourteen (14) calendar days prior to the due date for rent, mortgage, or mobile home lot payment assistance. Payment does not have to be for the current month, but landlord must agree in writing to not proceed with eviction for 30 days from the date of acceptance of payment. Should applicant owe rent or mortgage and lost rent, payment may be split between two vendors.

(B) Move-in rent may be authorized if Household is homeless, potentially homeless or in a situation that is unhealthy and/or dangerous, as determined by Department (i.e., overcrowding, family violence, current dwelling is structurally unsafe, etc.).

(C) Temporary shelter may be authorized if space is unavailable at appropriate shelter(s) and one of the following conditions exists:

- Household has minor children and inclement weather conditions exist; or
- applicant has a health problem/condition requiring shelter as a result of a verifiable recent hospital and/or emergency room discharge.

(D) Mortgage payments must be made in applicant's name.

(E) Payments are made only to the owner of the property, or owner's legal agent with whom owner has a property management agreement.

(F) Deposits will not be paid.

(G) Rent payment will not be made to relatives or roommates. Relative is defined as spouse, parents, children, grandchildren, sister, brother, grandparents, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, aunt, uncle and first cousin.

(3) Utility Assistance.

(A) Utilities include electricity, water, natural gas, butane, propane, firewood and garbage collection.

(B) Utility bills do not have to be past due.

(C) Payment may be made for utility services fees, charges, and deposits as long as the total does not exceed the benefit scale.

(4) Prescriptions/Medical Supplies.

(A) Applicant must have one of the following:

- a written prescription signed by a physician within the Sixty (60) Day Period prior to the date of application ; or
- Refill orders remaining as verified by original pharmacist ; or
- Verifiable or written statement from a Licensed Health Professional within the Sixty (60) Day Period prior to the date of application for drugs/medical supplies not requiring a prescription, such as insulin, crutches, etc.

(B) Household members who have insurance coverage (i.e. Medical Assistance Program, Medicaid, Medicare, Veterans' Administration benefits, private or any type of health care insurance) may be assisted if:

- prescription allotments and overrides have been exhausted for the current month or
- prescription is not an allowable charge by insurance vendor.

(5) Transportation.

(A) Households may be assisted with emergency out-of-town transportation under the following circumstances:

- existence of a life-threatening situation or one in which personal or family safety is at risk due to violence
- an individual requires medical treatment or evaluation that is unavailable in Travis County;
- an individual requires convalescent care that is unavailable in Travis County

(B) A responsible party to accept the family or individual at the destination is required in those situations involving out-of-town transportation due to violence or convalescent care.

(C) A confirmation of appointment for medical treatment or evaluation is required.

### **72.003 Verifying Documentation**

(a) Purpose. The purpose of this Section 72.003 is to establish standard documentation requirements and verification procedures to support all eligibility or ineligibility decisions related to applications for emergency assistance services under this Policy.

(b) Income. Applicant must provide acceptable proof of income as determined by Department. In the exceptional case where proof of income is unavailable, an applicant must sign a Declaration of Income Affidavit as provided by Department. Income will be verified and documented.

(c) Economic Crisis. Claim of Economic Crisis supporting an application for assistance will be verified and documented for one of the following categories:

- (1) Increased Expenditure such as the following:
  - medical expenses
  - transportation expenses for out of County medical needs
  - transportation expense due to domestic violence
  - auto repairs
  - refrigerator and/or refrigerator repairs
  - funeral expense for Immediate Family member
  - increase in utility expense
  - recent increase in family size with birth certificate or third party documentation
- (2) Loss/Reduction of Income resulting from situations such as the following:

- job loss
- employer reduction in hours and/or rate of pay
- departure of household member receiving earned/unearned income
- loss of child support
- death of household member who provided Household support
- termination or decrease of unearned income/cash assistance benefits
- medical crisis
- Household member has a loss of earned income due to a medical condition
- Household member receiving earned income needs to attend to dependent at home or Immediate Family member
- Household member previously providing income is pregnant and unable to work
- Household member recently became disabled
- domestic violence, with third party verification
- loss of residence due to fire, flood, natural disaster, health hazard, that is not compensated through insurance company

- (3) Loss/Reduction of Resources from situations such as the following:
- delay, reduction or termination of non-money benefits such as food stamps and medical benefits
  - bank account depleted
  - personal property pawned/sold in order to meet expenses
  - loss of Household support from friend/relative
  - unplanned loss of financial support from Social Service Program
  - Verifiable loss of money order(s) (at Caseworker's discretion as documented in case notes)
  - verifiable burglary or theft within 3 days of incident (at Caseworker's discretion as documented in case notes)

#### **72.004 Application Process**

(a) Purpose. The purpose of this Policy and the procedures utilized by the Department to implement this Policy is to provide all Travis County residents equal access to Emergency Assistance Services. All individuals involved in the provision of Emergency Assistance under this Policy will follow Department approved application/intake procedures. Applicants will be served with confidentiality, dignity and respect.

(b) Executive Manager Discretion. The Family Support Services Division ("Division") of the Travis County Health and Human Services Department, and others, as designated by Department, will create, adjust and amend internal Division specific procedures to implement the Emergency Assistance policy with the written approval of the Executive Manager. Internal procedures will be maintained in writing within the Department.

#### **72.005 Benefit Scale/Interpretive Guidelines and Standards**

(a) Purpose. The purpose of this Section 72.005 is to establish specific benefit amount limits for eligible recipients of Emergency Assistance Services under this Policy.

(b) Food Voucher Assistance Benefit Limit Scales. The amount of assistance is determined by household size, and is for the purchase of groceries only.

# OF HOUSEHOLD MEMBERS	BENEFIT AMOUNT
1	\$ 41
2	71
3	89
4	103

For each additional household member, the benefit amount will be increased by \$13.

(c) Utilities Assistance Benefit Limit Scale. Utilities assistance will be limited as follows:

- (1) A maximum benefit amount of \$230.00 will be allowed per Household, not per utility.
- (2) In no event shall the assistance awarded exceed the amount indicated on the unpaid bill.
- (3) In no event shall the assistance awarded exceed the amount necessary to resolve the crisis.
- (4) When the amount needed to restore or continue service exceeds the allowable benefit amount of \$230.00, the notice of payment may be given if a reasonable expectation exists that the balance needed can be obtained by the applicant.

(d) Prescription/Medical Supplies Assistance Benefit Limit Scales. Prescription/medical supplies assistance will be limited as follows:

- (1) A maximum benefit amount of \$157.00 will be allowed for each Household member assisted.
- (2) In no event shall the assistance awarded exceed the amount necessary to purchase the medicine or medical supplies.
- (3) When the amount needed to purchase the medicine or medical supplies exceeds the benefit amount, the notice of payment may be given if a reasonable expectation exists that the balance needed can be obtained by the applicant.

(e) Transportation Assistance Benefit Limit Scale.

- (1) The amount of transportation assistance is determined by household size as follows:.

# OF HOUSEHOLD MEMBERS	BENEFIT AMOUNT
1	\$ 140
2	150
3	160
4	170

For each additional household member, the benefit amount will be increased by \$10

- (2) In no event shall the assistance awarded exceed the amount necessary to resolve the crisis.
- (3) When the amount needed exceeds the allowable benefit amount, the notice of payment may be given if a reasonable expectation exists that the balance needed can be obtained by the applicant.

(f) Rent/Mortgage/Temporary Shelter Assistance Benefit Limit Scale.

- (1) The amount of assistance will be determined by the unit size as follows:

UNIT SIZE	BENEFIT AMOUNT
1	\$ 343
2	418



3	569
4 or more	658

(2) In no event shall the assistance awarded exceed the amount indicated on the landlord/lien holder statement.

(3) In no event shall the assistance awarded exceed the amount necessary to resolve the crisis.

(4) When the amount needed to prevent homelessness or secure housing exceeds the allowable benefit amount, the notice of payment may be given if a reasonable expectation exists that the balance needed can be obtained by the applicant.

### **72.006 Appeals Process**

(a) Purpose. The purpose of this Section 72.006 is to provide all Travis County residents a right to appeal eligibility determination decisions related to the provision of Emergency Assistance Services under this Policy. All persons involved in the provision of Emergency Assistance will follow Department approved appeals procedures. Applicants will be served with confidentiality, dignity and respect.

(b) Any applicant may appeal the eligibility determination decisions. Such appeals must be made in writing within five (5) working days of the rendered decision.

(c) Appeals will be handled through Executive Manager approved written procedures that will ensure that any person denied an emergency assistance service is given a written notice of the denial and appeals process.

(d) All appeals will be handled through the Family Support Division organizational structure and the appeal decision will not be made by the staff member making the original denial decision. A written decision will be rendered and provided to the applicant within three (3) working days of the written appeal request. Documentation of the appeals process will be kept with the applicant file.

**Section 72.007 Best Single Source Program Standards.**

(a) Program. The following policy revisions apply to those clients enrolled in the Best Single Source Project ("Project") which was implemented beginning on or about Tuesday, March 8, 2005, and continued through September 30, 2005.

(b) Current Policy Provisions. Unless listed under this Section 72.007 as changes, the provisions of Chapter 72 shall apply *only to* services provided under this Project.

(c) Under the Project, the policy provisions will be changed by replacing the noted sections with the language set forth herein:

72.001(d)(6) Economic Crisis - An economic crisis for Emergency Assistance Eligibility exists when, during the last 60 days, before the date of application, the client's household has experienced a need for assistance due to income reduction, or loss of resources. In order to qualify as an economic crisis, the change in circumstances must be great enough to significantly impact the household's ability to meet the need.

72.001(d)(10) Income - Gross income may be adjusted for individuals on a case-by-case basis. Situations that may result in income adjustment include out of pocket medical, unplanned funeral costs, and unplanned car repairs. Any other situations in which income would be adjusted require approval by the Executive Manager.

72.001(d)(15) Significant Economic Impact - Requirements for significant economic impact may be waived where documented crisis is shown. "Crisis" is defined as a situation in which the applicant's level of instability in any area of basic life needs has risen to the point that intervention is necessary as determined by the Department

72.002(a)(3) Economic Crisis - Household must have experienced a verifiable economic crisis within the past 60 days.

72.002(a)(2) Income - Gross income may be adjusted for individuals on a case-by-case basis. Situations that may result in income adjustment include out of pocket medical, unplanned funeral costs, and unplanned car repairs. Any other situations in which income would be adjusted require approval by the Executive Manager.

72.002(a)(7) Frequency of Assistance - Households may be provided financial assistance more than 2 times per year while enrolled in the Best Single Source Project. The cap on funding for each household enrolled in the Project is \$1,500.00. A household may not receive assistance again for a 12 month period after completing the Best Single Source Project.

# BUDGET AMENDMENTS AND TRANSFERS

FY 2009

08 OCT 29 AM 10:43

11/4/2008

AMENDMENTS

BA#	Project Code	FUND	DEPT/DIV	ACT	ELM/OBI	Dept.	Line Item	Increase	Decrease	Pg #
A1		001	9800	981	9892	Reserves	Allocated Reserves		\$ 4,356	1
		001	3202	567	0701	Cons. Pct. 2	Reg Sal-Perm Empl	\$ 1,079		
		001	3202	567	2002	Cons. Pct. 2	FICA - OASDI	\$ 67		
		001	3202	567	2005	Cons. Pct. 2	Retirement Cont	\$ 116		
		001	3202	567	2006	Cons. Pct. 2	Worker's Comp	\$ 14		
		001	3202	567	2007	Cons. Pct. 2	FICA - Medicare	\$ 16		
		001	3202	567	3001	Cons. Pct. 2	Office Equip,Furn	\$ 3,064		
A2		001	9800	981	9892	Reserves	Allocated Reserves		\$ 4,620	3
		001	5715	536	6103	Rec. Mngt	Rent-Office Equip	\$ 4,620		
A3		001	9010	823	3013	ITS Centralized Computer Services	Educ, Comm, Eq		\$ 4,620	3
		001	9800	981	9891	Reserves	CAR Reserves	\$ 4,620		

TRANSFERS

BA#	Project Code	FUND	DEPT/DIV	ACT	ELM/OBI	Dept.	Line Item	Increase	Decrease	Pg #
T1		001	1260	523	0701	ITS	Reg Sal-Perm Empl		\$26,511	6
		001	1260	523	0801	ITS	Reg Sal-Temp Empl	\$2,210		
		001	1250	523	0801	ITS	Reg Sal-Temp Empl	\$24,301		

FUND TRANSFERS

BA#	Project Code	FUND	DEPT/DIV	ACT	ELM/OBI	Dept.	Line Item	Increase	Decrease	Pg #
FT1	WPN002	737	0000	255	3101	LCRA Escrow	Arkansas Bend		\$9,304.59	9
		001	4945	339	2010	TNR	Park Fees	\$9,304.59		
FT2	WPN003	737	0000	255	3102	LCRA Escrow	Bob Wentz		\$57,850.38	9
		001	4945	339	2010	TNR	Park Fees	\$57,850.38		
FT3	WPN004	737	0000	255	3103	LCRA Escrow	Cypress Creek		\$6,316.09	9
		001	4945	339	2010	TNR	Park Fees	\$6,316.09		

FT4	WPN008	737	0000	255	3104	LCRA Escrow	Hippie Hollow		\$119,661.01	9
		001	4945	339	2010	TNR	Park Fees	\$119,661.01		
FT5	WPN010	737	0000	255	3105	LCRA Escrow	Mansfield Dam		\$106,889.03	9
		001	4945	339	2010	TNR	Park Fees	\$106,889.03		
FT6	WPS003	737	0000	255	3106	LCRA Escrow	Pace Bend		\$141,836.76	9
		001	4945	339	2010	TNR	Park Fees	\$141,836.76		
FT7	WPN013	737	0000	255	3107	LCRA Escrow	Sandy Creek		\$13,052.97	9
		001	4945	339	2010	TNR	Park Fees	\$13,052.97		
FT8	N/A	737	0000	256	4000	LCRA Escrow	Interest		\$5,782.53	9
		001	4945	339	2010	TNR	Park Fees	\$5,782.53		




**PLANNING AND BUDGET OFFICE**  
TRAVIS COUNTY, TEXAS

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

**MEMORANDUM**

**TO:** Commissioners Court

**FROM:** Randy Lott, Planning and Budget Analyst 

**DATE:** October 28, 2008

**RE:** Technical Correction to the Constable, Precinct Two FY 09 Adopted Budget.

PBO is requesting Commissioners Court approval to transfer \$4,356 from Allocated Reserves to the Constable, Precinct Two budget, for salary, associated benefits and operating expenditures associated with the 3<sup>rd</sup> Amendment to the Village of the Hills Interlocal for Law Enforcement Services.

On September 30, 2008, the Commissioners Court approved, on consent, Amendment Number Three to the Interlocal Cooperation Agreement between Travis County and the Village of the Hills for Law Enforcement Services. The third amendment included a \$4,356 increase comprised of \$1,292 in personnel costs and \$3,064 in operating costs. As this approval came after the filing of the FY 09 Adopted Budget, the additional expenditures were not placed in the department's budget. This technical correction will rectify that omission.

cc: The Honorable Bob Vann, Constable, Precinct Two  
Carol Buesing, Chief Deputy Constable, Precinct Two  
Rodney Rhoades, Leroy Nellis, PBO

Budget Adjustment: 13782

Fyr \_ Budget Type: 2009-Reg  
 PBO Category: Amendment  
 Just: Other

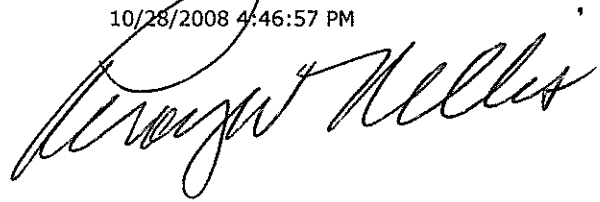
Author: 32 - SANCHEZ, CHARLES  
 Court Date: Tuesday, Nov 4 2008

Created: 10/28/2008 4:24:27 PM  
 Dept: RESERVES

Per Randy Lott- This is to do the true up for the 3rd amendment to the Village of the Hills Interlocal that got approved on Sept 30th. I'm trying to get this on to the consent agenda for Nov 4th, so I need this today, if possible.

From Account	Acct Desc	Project	Proj Desc	Amount
001-9800-981-9892	ALLOCATED RESERVES			4,356
				4,356
To Account		Project		Amount
001-3202-567-0701	REG SALARIES-PERMNT EMPL			1,079
001-3202-567-2002	FICA TAX - OASDI			67
001-3202-567-2005	RETIREMENT CONTRIBUTION			116
001-3202-567-2006	WORKER'S COMPENSATION			14
001-3202-567-2007	FICA TAX - MEDICARE			16
001-3202-567-3001	OFFICE EQUIP,FURN, & SUPP			3,064
				4,356

Approvals	Dept	Approved By	Date Approved
Originator	32	CHARLES SANCHEZ	10/28/2008 4:46:55 PM
DepOffice	32	CHARLES SANCHEZ	10/28/2008 4:46:57 PM
DepOfficeTo	32	CHARLES SANCHEZ	10/28/2008 4:46:57 PM





**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

A handwritten signature in black ink, appearing to read "Randy Lott", written over the printed name.

**DATE:** October 28, 2008

**RE:** Technical Corrections to the ITS and RMCR FY 09 Adopted Budgets

PBO is requesting Commissioners Court approval to make two transfers to redirect resources budgeted in incorrect line items.

During the FY 09 Budget Process, \$4,620 for a copier for the Emergency Medical Services department was incorrectly budgeted in an ITS Centralized Computer Services (Dept. 90) CAR line item instead of the RMCR centrally-budgeted Operating line item for copier leasing.

In order to put the funds in the proper line items, PBO requests approval to transfer \$4,620 from Dept. 90 (001-9010-823.30-13) to the CAR Reserves (001-9800-981.98-91). Concurrently, PBO would transfer \$4,620 from the Allocated Reserves (001-9800-981.98-92) to the RMCR operating line item for centrally budgeted copiers (001-5715-536.61-03). These transfers will correct the budgeting error.

cc: Rodney Rhoades, Leroy Nellis, Diana Ramirez PBO  
Alicia Perez, Executive Manager, Admin Ops  
Joe Harlow, Nick Macik, ITS  
Steven Broberg, Tom Ashburn, RMCR

Budget Adjustment: 13778

Fyr\_Budget Type: 2009-Reg

Author: 57 - ASHBURN, THOMAS

Created: 10/28/2008 12:38:46 PM

PBO Category: Amendment

Court Date: Tuesday, Nov 4 2008

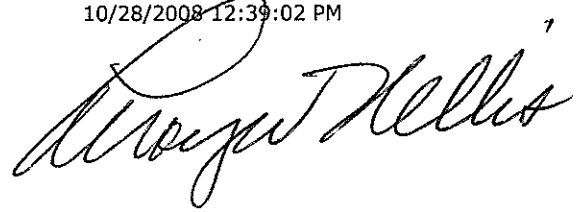
Dept: RESERVES

Just: Other

Adjustment per PBO for the EMS copier.

From Account	Acct Desc	Project	Proj Desc	Amount
001-9800-981-9892	ALLOCATED RESERVES			4,620
				4,620
To Account		Project		Amount
001-5715-536-6103	RENT - OFFICE EQUIPMENT			4,620
				4,620

Approvals	Dept	Approved By	Date Approved
Originator	57	THOMAS ASHBURN	10/28/2008 12:38:56 PM
DepOffice	57	THOMAS ASHBURN	10/28/2008 12:38:58 PM
DepOfficeTo	57	THOMAS ASHBURN	10/28/2008 12:39:02 PM





Budget Adjustment: 13741

Fyr\_ Budget Type: 2009-Reg

Author: 12 - MACIK, NICHOLAS

Created: 10/23/2008 11:31:05 AM

PBO Category:

Court Date: None

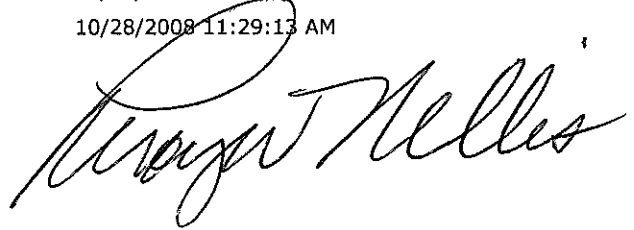
Dept: CENTRALIZED COMPUTER SVCS

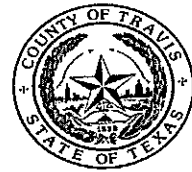
Just: TechCorr

FY 09 Budget Dpt 59 Transision to TC (s/be lease)

From Account	Acct Desc	Project	Proj Desc	Amount
001-9010-823-3013	EDUC,COMMUNCATN,EQ & SUPP			4,620
				4,620
To Account		Project		Amount
001-9800-981-9891	CAPITAL ACQUISTN RESERVES			4,620
				4,620

Approvals	Dept	Approved By	Date Approved
Originator	12	NICHOLAS MACIK	10/28/2008 11:23:54 AM
DepOffice	12	NICHOLAS MACIK	10/28/2008 11:29:13 AM






**PLANNING AND BUDGET OFFICE**  
TRAVIS COUNTY, TEXAS

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

**MEMORANDUM**

**TO:** Commissioners Court

**FROM:** Randy Lott, Planning and Budget Analyst 

**DATE:** October 28, 2008

**RE:** ITS request to transfer from a salary line item

ITS requests Commissioners Court approval to transfer funds from a permanent employees salary line item in the amount of \$26,511 to pay for a temporary employee to provide extra assistance with Mobile Data Computer support through March 2009. PBO has confirmed the temporary salary savings with the department.

PBO recommends approval of the request.

cc: Rodney Rhoades, Leroy Nellis, PBO  
Alicia Perez, Executive Manager Admin Ops  
Joe Harlow, Nick Macik, ITS

**From:** Nick Macik  
**To:** Randy Lott  
**Date:** 10/28/2008 9:08 AM  
**Subject:** Budget Adjustment No. 13760

**CC:** Jackie Goodfellow; Joe Harlow; Judy Pittsford

As part of the FY 09 Budget, ITS requested two FTEs for the additional support level required due to the increase in the number of MDCs. When it became apparent that these positions would not be funded ITS requested a temporary position (six months) to assist in this area. Slot No. 20003 was filled on September 2, 2008 with the funding source being Salary Savings.

The purpose of this budget adjustment is to fund this position through March 2009. Currently ITS has four positions that are vacant generating sufficient salary savings to fund this temporary slot.

The addition of this position provides ITS flexibility to meet the increased support level required for MDCs.

Budget Adjustment: 13760

Fyr \_ Budget Type: 2009-Reg

Author: 12 - MACIK, NICHOLAS

Created: 10/27/2008 8:28:57 AM

PBO Category: Transfer

Court Date: Tuesday, Nov 4 2008

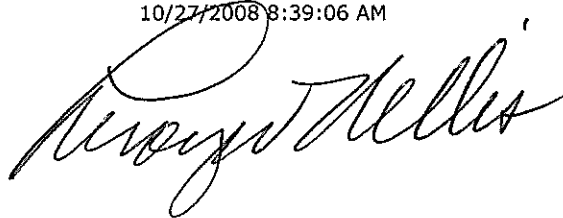
Dept: INFORMATION & TELECOMMUNI

Just: CommCodeRq

Slot No. 20003 Temp Salaries

From Account	Acct Desc	Project	Proj Desc	Amount
001-1260-523-0701	REG SALARIES-PERMNT EMPL			26,511
				26,511
To Account		Project		Amount
001-1260-523-0801	REG SALARIES-TEMP EMPL			2,210
001-1250-523-0801	REG SALARIES-TEMP EMPL			24,301
				26,511

Approvals	Dept	Approved By	Date Approved
Originator	12	NICHOLAS MACIK	10/27/2008 8:29:09 AM
DepOffice	12	NICHOLAS MACIK	10/27/2008 8:39:06 AM



FUND TRANSFER FORM

Department Name: T.N.R.

Department Number: 49

RECEIVED

08 OCT 28 PM 3:40

Is this request related to a separate agenda item other than Budget Amendments and Transfers? If yes, please check the appropriate blank below and attach copies of the agenda request and all supporting documentation submitted to the County Judge's Office.

- Contract Pending
Personnel Amendment
Other, Please Specify:

TRAVIS COUNTY PLANNING & BUDGET OFFICE

ALL AMOUNTS MUST BE IN WHOLE DOLLARS

Table with columns: Item #, Account Number (Fund, Dept/Div, Act, Ele/Obj), Project Number, Object Title, Reduction Amount, Type, For PBO Use Only (PBO Approval Analyst/Manager). Includes handwritten signatures and 'FT' markings.

Item #'s:

JUSTIFICATION:

x

Needs rebudgeting to meet commodity code requirements
Other, please specify:

Types of Requests: Transfer - TR, Amendment - AM, Discussion - DS, Automatic - AU

FY 2008 4th Qtr park revenue & interest transfer totaling \$460,693.36 from the LCRA Escrow Fund to the County's General Fund. This submission is in accordance with CC approval of May 17, 1999 considering and approving such quarterly transfers under agenda "Budget Transfers and Amendments".

Signature of Elected/Appointed Official

10/28/08 Date

**FUND TRANSFER FORM**

Department Name: T.N.R. Department Number: 49

Is this request related to a separate agenda item other than Budget Amendments and Transfers?  
 If yes, please check the appropriate blank below and attach copies of the agenda request and all supporting documentation submitted to the County Judge's Office.

- Contract Pending
- Personnel Amendment
- Other, Please Specify:

**ALL AMOUNTS MUST BE IN WHOLE DOLLARS**

Item #	Account Number				Project Number	Object Title	Reduction Amount	For PBO Use Only:	
	Fund	Dept/Div.	Act.	Ele/Obj.				Type	PBO Approval Analyst/Manager
6	FROM: 737	- 0000	- 255	- 3106	WPS003	LCRA Escrow Pace Bend	\$141,836.76	FT	<i>[Signature]</i>
	TO: 001	- 4945	- 339	- 2010		Park Fees			<i>[Signature]</i>
7	FROM: 737	- 0000	- 255	- 3107	WPN013	LCRA Escrow Sandy Creek	\$13,052.97	FT	<i>[Signature]</i>
	TO: 001	- 4945	- 339	- 2010		Park Fees			<i>[Signature]</i>
8	FROM: 737	- 0000	- 256	- 4000	N/A	LCRA Escrow Interest	\$5,782.53	FT	<i>[Signature]</i>
	TO: 001	- 4945	- 339	- 2010		Park Fees			<i>[Signature]</i>
9	FROM: _____	- _____	- _____	- _____	_____	_____	_____	_____	_____
	TO: _____	- _____	- _____	- _____	_____	_____	_____	_____	_____
10	FROM: _____	- _____	- _____	- _____	_____	_____	_____	_____	_____
	TO: _____	- _____	- _____	- _____	_____	_____	_____	_____	_____

JUSTIFICATION: Item #'s: \_\_\_\_\_  
x Needs rebudgeting to meet commodity code requirements  
 Other, please specify: \_\_\_\_\_

- Types of Requests**
- Transfer - TR
  - Amendment - AM
  - Discussion - DS
  - Automatic - AU

Signature on page 1  
 Signature of Elected/Appointed Official

\_\_\_\_\_  
 Date

**Transportation & Natural Resources**  
**27-Oct-08**

**FY 2008 - 4th Qtr. Final Transfer to the General Fund & CIP**

LCRA Parks Escrow Account Number	Park	4th Qtr Revenues (7/1/2008-9/30/2008)	Adjust. *	Less: 4th Qtr LCRA Admin. Fee	Less: Pending 4th Qtr Trsfr to CIP 029-4945-339-2010	Net Amount - Trsfr. To GF 001-4945-339-2010
737-0000-255-3101	Arkansas Bend	11,133.00	-	(158.46)	(1,669.95)	9,304.59
737-0000-255-3102	Bob Wentz	69,258.00	-	(1,018.92)	(10,388.70)	57,850.38
737-0000-255-3103	Cypress Creek	7,542.00	-	(94.61)	(1,131.30)	6,316.09
737-0000-255-3104	Hippie Hollow	143,407.00	-	(2,234.94)	(21,511.05)	119,661.01
737-0000-255-3105	Mansfield Dam	128,054.00	-	(1,956.87)	(19,208.10)	106,889.03
737-0000-255-3106	Pace Bend	169,938.00	(100.00)	(2,510.54)	(25,490.70)	141,836.76
737-0000-255-3107	Sandy Creek	15,619.00	-	(223.18)	(2,342.85)	13,052.97
	<b>Total:</b>	<b>544,951.00</b>	<b>(100.00)</b>	<b>(8,197.52)</b>	<b>(81,742.65)</b>	<b>454,910.83</b>
737-0000-256-4000	Interest	5,782.53		-	-	5,782.53
	<b>Total:</b>	<b>550,733.53</b>	<b>(100.00)</b>	<b>(8,197.52)</b>	<b>(81,742.65)</b>	<b>\$460,693.36</b>

\* Adjustment includes \$100 in Pace Bend reservation fees that were issued from general fund in lieu of escrow fund 737 in FY07 then reclassified in FY08.

11

**Allocated Reserve Status (001-9800-981-9892)**

<b>Amount</b>	<b>Dept Transferred Into</b>	<b>Date</b>	<b>Explanation</b>
\$6,632,457			Beginning Balance
(\$71,830)	Criminal Courts	10/28/08	Permission to continue-Drug Court Program
<b>\$6,560,627</b>	<b>Current Balance</b>		

**Possible Future Expenses Against Allocated Reserve Previously Identified:**

<b>Amount</b>	<b>Explanation</b>
(\$100,000)	Indigent Attn Costs: County Court at Law #8
(\$300,000)	Indigent Attn Costs: Capital Murder Case Costs
(\$39,900)	Ad Space for November Polling Places
(\$158,125)	Resources for Fail Safe Voting
(\$20,000)	Hazmat
(\$16,000)	Hazmat Equipment Maintenance
(\$80,000)	Postage
(\$80,000)	Records Storage
(\$20,000)	Aviation Software
(\$300,000)	Fuel Price Increase
(\$63,500)	Cadaver Contract Increase
(\$50,000)	Appraisal District Fee
(\$100,000)	Family Drug Treatment Court
(\$347,110)	Utility Cost Increase
(\$15,000)	Copy Paper
(\$62,203)	Intergovernmental Relations support
(\$300,000)	Indigent Attn Costs: Capital Murder Cases
(\$184,778)	Drug Court
(\$29,302)	Bilingual Supplemental Pay
(\$294,083)	COA Public Health Interlocal
(\$100,000)	General Fund Subsidy
(\$700,000)	Reserve for Economic Downturn
(\$230,000)	Reserve for Cost Increases
<b>(\$3,590,001)</b>	<b>Total Possible Future Expenses (Earmarks)</b>
<b>\$2,970,626</b>	<b>Remaining Allocated Reserve Balance After Possible Future Expenditures</b>



Last Updated: 11/2/08  
**Capital Acquisition Resources Account Reserve Status (001-9800-981-9891)**

Amount	Dept Transferred Into	Date	Explanation
\$2,865,553	Criminal Courts	10/27/08	Beginning Balance
\$67,125			Return CAR Funding for CCC#8 - Sound System was funded mid-year FY08

**\$2,932,678 Current Reserve Balance**

***Possible Future Expenses Against CAR Identified During the FY09 Budget Process:***

Amount	Explanation
(\$95,500)	Failing Vehicles Contingency
(\$30,000)	Aviation Software
<b>(\$125,500)</b>	<b>Total Possible Future Expenses (Earmarks)</b>

**\$2,807,178 Remaining CAR Balance After Possible Future Expenditures**

**Compensation Reserve Status (001-9800-981-9803)**

<b>Amount</b>	<b>Dept Transferred Into</b>	<b>Date</b>	<b>Explanation</b>
\$5,980			Beginning Balance - Bilingual Pay
<b>\$5,980 Current Reserve Balance</b>			

**Health & Human Services Reserve Status (001-9800-981-9817)**

<b>Amount</b>	<b>Dept Transferred Into</b>	<b>Date</b>	<b>Explanation</b>
\$400,000			Beginning Balance
<b>\$400,000 Current Reserve Balance</b>			

**Fuel & Utility Reserve Status (001-9800-981-9819)**

<b>Amount</b>	<b>Dept Transferred Into</b>	<b>Date</b>	<b>Explanation</b>
\$1,108,121			Beginning Balance
<b>\$1,108,121 Current Reserve Balance</b>			

**Planning Reserve Status (001-9800-981-9821)**

<b>Amount</b>	<b>Dept Transferred Into</b>	<b>Date</b>	<b>Explanation</b>
\$700,000			Beginning Balance
<b>\$700,000 Current Reserve Balance</b>			

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

<b>Amount</b>	<b>Dept Transferred Into</b>	<b>Date</b>	<b>Explanation</b>
\$2,347,947			Beginning Balance
<b>\$2,347,947 Current Reserve Balance</b>			

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

<b>Amount</b>	<b>Dept Transferred Into</b>	<b>Date</b>	<b>Explanation</b>
\$41,384,029			Beginning Balance
<b>\$41,384,029 Current Reserve Balance</b>			

4 ✓

**TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST**  
RECEIVED  
COUNTY JUDGE'S OFFICE

Please consider the following item for:  
11-04-08

08 OCT 28 PM 2: 38

I. A. Request made by: Planning & Budget Office

Review and approve requests regarding grant proposals, applications, contracts, and permissions to continue, and take other appropriate actions:

- a) Approve grant contract with the Office of the Governor, Criminal Justice Division, Juvenile Justice and Delinquency Prevention (JJDP), In-Home Family Services Grant Program in the Travis County Juvenile Probation.
- b) Approve grant contract with the US Department of Health and Human Services for Travis County Health and Human Services and Veterans Services (TCHHSVS) to continue to serve as the regional partnership project lead in year two of the potential five-year Parenting in Recovery Project.
- c) Approve grant contract with the U.S. Department of Justice, Office of Violence Against Women for the Supervised Visitation and Safe Exchange Grant Program in Counseling and Education Services.

Approved by:

\_\_\_\_\_  
Signature of Commissioner(s) or County Judge

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

III. Required Authorizations: Please check if applicable:

**Planning and Budget Office (854-9106)**

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

**Human Resources Department (854-9165)**

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

**Purchasing Office (854-9700)**

- \_\_\_\_\_ Bid, Purchase Contract, Request for Proposal, Procurement

**County Attorney's Office (854-9415)**

- \_\_\_\_\_ Contract, Agreement, Policy & Procedure

TRAVIS COUNTY

11/4/2008

GRANT APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE

FY 2009

*The following list represents those actions required by the Commissioners Court for departments to apply for, accept, or continue to operate grant programs. This regular agenda item contains this summary sheet, as well as backup material that is attached for clarification.*

Dept	Grant Title	Grant Period	Grant Amount	County Match	Indirect Costs	FTEs	Notes	Page #
<b>a</b>	45 Juvenile Justice and Delinquency Prevention (JJDP)-Intensive In-Home Family Services Grant	9/1/2008 - 8/31/2009	\$24,864.00	\$223,358		1		6
<b>b</b>	58 Parenting in Recovery	9/30/2008 - 9/29/2009	\$500,000	\$91,203		1		16
<b>c</b>	40 OVW FY08 Safe Havens: Supervised Visitation and Safe Exchange Grant Program	10/1/2008 - 9/30/2010	\$199,320			1		42

**Contracts**

**Notes:**

- 1 PBO recommends approval.
- 2 PBO does not recommend approval
- 3 Please see PBO recommendation for more information

## FY 2009 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.*

Name of Grant	Grant Amount	County Match	Local Funds (Donation)	FTEs	Cm. Ct. Approval Date
AmeriCorp	\$301,429	\$281,599		20	10/14/2008
	\$301,429	\$281,599		20	

2

**FY 2009 Grants Approved by Commissioners Court**

*The following is a list of grants that have been received by Travis County since October 1, 2008*

<b>Dept</b>	<b>Name of Grant</b>	<b>Grant Amount</b>	<b>County Match</b>	<b>Indirect Costs</b>	<b>FTEs</b>	<b>Cm. Ct. Approval Date</b>
47	Emergency Management Performance Grant	\$67,200	\$67,200			10/7/2008
58	AmeriCorps	\$288,139.00	\$223,358		16	10/28/2008
		<b>\$355,339</b>	<b>\$290,558</b>			

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## FY 2009 Grants Summary Report

### Amended Grant Applications

Dept	Name of Grant	Original Grant Amount	Amendment Amount	Total Revised	Total FTEs Associated	Cm. Ct. Approval Date
55	Travis County Mental Health Public Defenders Office	\$ 330,776	\$ 44,224		8.00	10/7/2008
<b>Total Outstanding</b>		<b>\$ 330,776</b>	<b>\$ 44,224</b>		<b>8.00</b>	

\* Original Grant Column shows Beginning FY'08 Amount

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## FY 2009 Grants Summary Report

### Permission to Continue

Dept	Name of Grant	Original Grant Amount	Original County Match	Continuation Amount Total	Total FTEs	Cm. Ct. Original Approval Date	Cm. Ct. Approval Date for Continuation
22	Drug Court Program	\$84,419.75			1		10/14/2008
24	Drug Diversion Court	\$188,474.00			1		10/21/2008
<b>Total Outstanding</b>		<b>\$272,893.75</b>	<b>\$ -</b>		<b>2.00</b>		

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### GRANT SUMMARY SHEET

<b>Check One:</b>	Application Approval: <input type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input checked="" type="checkbox"/>	Status Report: <input type="checkbox"/>

<b>Department/Division:</b>	Juvenile Probation Department/Assessment Services
<b>Contact Person/Title:</b>	Ruthanne Shockley/Grants Coordinator
<b>Phone Number:</b>	854-7110

<b>Grant Title:</b>	Juvenile Justice and Delinquency Prevention (JJDP)- Intensive In-Home Family Services Grant			
<b>Grant Period:</b>	<b>From:</b>	9/1/08	<b>To:</b>	8/31/09
<b>Grantor:</b>	Governor's Office Criminal Justice Division			

<b>Check One:</b>	New: <input type="checkbox"/>	Continuation: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
<b>Check One:</b>	One-Time Award: <input type="checkbox"/>	Ongoing Award: <input checked="" type="checkbox"/>	
<b>Type of Payment:</b>	Advance: <input type="checkbox"/>	Reimbursement: <input checked="" type="checkbox"/>	

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	County Match	In-Kind	TOTAL
Personnel:						0
Operating:	\$24,864					\$24,864
Capital Equipment:						0
Indirect Costs:						0
<b>Total:</b>	\$24,864	0	0	0	0	\$24,864
FTEs:						0.00

<b>Auditor's Office Review:</b> <input checked="" type="checkbox"/>	Staff Initials: <u>_NS_</u>
<b>Auditor's Office Comments:</b>	
<b>County Attorney's Office Contract Review:</b> <input checked="" type="checkbox"/>	Staff Initials: <u>_JC_</u>

Performance Measures	Projected FY 09 Measure	Progress To Date:				Projected FY 10 Measure
		9/30/08	3/31/09	6/31/09	9/30/09	
Total number of youth served by program	21	26	N/A	N/A	N/A	22
Total of program youth discharged from program	16	18	N/A	N/A	N/A	16
Number and percent of program youth who re-offend w/in 1 year of discharge	5/30%	N/A	N/A	N/A	N/A	5/30%

Measures For Grant						
Number of program youth served	21	26	N/A	N/A	N/A	22
<b>Outcome Impact Description</b>	To address the research-based problem of delinquent behavior among youth who lack proper parental supervision entering and remaining in the juvenile justice system, the program targets adjudicated youth who are at risk of re-offending and at risk of being removed from their home.					
Number of youth successfully completing the program	12	8	N/A	N/A	N/A	10
<b>Outcome Impact Description</b>	Parents who are involved in the lives of their children significantly increase their child's chances for successfully overcoming mental health issues. This program empowers parents to effectively and independently address these issues with their children.					
Average length of stay in program (in days)	90 days	45 days	N/A	N/A	N/A	45 days
<b>Outcome Impact Description</b>	The 90-day timeframe provides opportunity to put in place the wrap-around services such as mental health counseling and parenting skills.					
Number and percent of program youth who re-offend	5/30%	N/A	N/A	N/A	N/A	5/30%
<b>Outcome Impact Description</b>	Delinquent youth with substance abuse and mental health issues often are influenced by negative peer pressure.					
Number and percent of program youth committed to a correctional facility.	3/19%	N/A	N/A	N/A	N/A	3/19%
<b>Outcome Impact Description</b>	This program has reduced the number of youths who recidivate in the juvenile justice system. There are the few who, despite all efforts, end up in the adult criminal system.					

**PBO Recommendation:**

Juvenile Probation is requesting Commissioners Court approval of a grant contract with the Office of the Governor, Criminal Justice Division to provide resources to work with Juveniles and their families to prevent further involvement within the justice system. The grant provides \$24,864 for contracted services to assess the needs of Juveniles and their families and develop case plans to address individual needs.

The grant is for year four of a five year declining grant. The grant does not require the program to be continued on termination of the grant. PBO notes that in the event that the grant terminated, the department has indicated that they will continue to seek alternative sources of funding including a potential request to the Commissioners Court at a later date.

PBO recommends the request.

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

The Juvenile Probation Department is requesting approval to accept an award of \$24,864 in funding from the Criminal Justice Division's Juvenile Justice Delinquency Prevention (JJDP) Fund. This will mark the fourth year of a five year declining grant. The grant supports contracted in-home family services. Specifically, the program offers community services and support to juveniles and their families to prevent further involvement within the justice system.

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.

There is no additional County match requirement. The Juvenile Probation Department will use existing funds to sustain the program.

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

No indirect costs are allowed in this program.

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 In Home Services 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 Juvenile Probation Department.

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

N/A. This is not a new program.

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

This program will address the large number of juveniles who are at risk of remaining in the juvenile justice system and graduating into the adult criminal justice system by providing frequent visits to the home to identify the family's strengths and needs. The program will offer community services and support to juveniles and their families to prevent further involvement within the justice system. The impact of this program will result in the following: an increase in the number of youth successfully completing their terms of probation; reductions in recidivism; fewer out-of-home placements; and lower rates of referral to the Texas Youth Commission.



# TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

ESTELA P. MEDINA  
Chief Juvenile Probation Officer

08 OCT 15  
TRAVIS COUNTY  
PLANNING & BU

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

TO: Travis Gatlin, PBO  
Senior Budget Analyst

FROM: Estela P. Medina  
Estela P. Medina  
Chief Juvenile Probation Officer

THROUGH: R Shockley  
Ruthanne Shockley  
Grant Coordinator

SUBJECT: FY08-09 JJDP Intensive In-Home Services Grant Award

DATE: October 14, 2008

I am pleased to inform you that the Criminal Justice Division has renewed our Juvenile Justice and Delinquency Prevention Intensive In-Home Services Contract Agreement. Through this contract, CJD agrees to provide \$24,864.00 to the Juvenile Probation Department. This amount is a reduction of the \$28,000 initially requested in the continuation application. This contract is in its fourth year or a five-year declining scale cycle.

Please review this item and place it on the **October 28th** Commissioner's Court agenda for their consideration and signature. If you have any questions, please contact me directly via email or phone (ext. 47110).

Thank you in advance for your attention to this request.

CC: Jim Connolly, Assistant County Attorney  
Dede Bell, Assistant County Auditor  
Barbara Swift, Deputy Chief, Assessment Services  
Gail Penney-Chapmond, Division Director, Assessment Services  
Sylvia Mendoza, Division Director, Financial Services  
Mike Williams, Financial Analyst  
Grant File



State of Texas  
Office of the Governor  
Criminal Justice Division

Rick Perry  
Governor

October 06, 2008

The Honorable Samuel Biscoe  
County Judge  
PREVIEW - Travis County - PREVIEW -  
2515 South Congress Avenue  
Austin, Texas 78704

Dear Judge Biscoe:

Congratulations on your award! To activate your agency's grant, the Authorized Official must log on to eGrants at <https://cjdonline.governor.state.tx.us> and go to the 'My Home' tab. In the 'Project Status' column, locate the application that is in 'Pending Acceptance of Award' status. Click on the grant number and proceed to the 'Accept Award' tab. From this tab, click on the 'Accept' button.

Be sure to review the attached memo for a quick overview of general items every grantee should be aware of. You can also find more detailed information on the eGrants website including helpful resources, links, and tools needed to properly administer CJD grants; an eGrants Users Guide; and the new Guide to Grants containing answers to questions frequently asked by grantees. The Public Policy Research Institute (PPRI) at Texas A&M University will send a detailed information packet to the Project Director containing progress reporting forms and instructions on completing and submitting those forms.

I hope you continue to find the online environment of eGrants to be a positive experience. We are continually improving the efficiency of processes so that you can dedicate your time to the priorities of service within your communities. We look forward to working with you to ensure the success of your program.

Sincerely,

A handwritten signature in black ink, appearing to read "Ken C. Nicolas".

Ken C. Nicolas  
Executive Director

OFFICE OF THE GOVERNOR  
CRIMINAL JUSTICE DIVISION  
**STATEMENT OF GRANT AWARD**

**Grant Number:** JA-08-J20-17996-04  
**Program Fund:** JA-16.540 Juvenile Justice and Delinquency Prevention Allocation to States (State  
**Grantee Name:** PREVIEW - Travis County - PREVIEW -  
**Project Title:** Intensive In-Home Services  
**Grant Period:** 09/01/2008 - 08/31/2009  
**Liquidation Date:** 11/29/2009  
**Date Awarded:** 10/06/2008  
**CJD Grant Manager:** Mary Hightower

<b>CJD Award Amount:</b>	\$24,864.00
<b>Grantee Cash Match:</b>	\$0.00
<b>Grantee In Kind Match:</b>	\$0.00
<b>Total Project Cost:</b>	\$24,864.00

The Statement of Grant Award is your official notice of award from the Governor's Criminal Justice Division (CJD). The approved budget is reflected in the Budget/Details tab for this record in eGrants. The grantee agrees to comply with the provisions of the Governor's Criminal Justice Division's rules in Title I, Part I, Chapter 3, Texas Administrative Code in effect on the date the grant is awarded. By clicking on the 'Accept' button within the 'Accept Award' tab, the grantee accepts the responsibility for the grant project and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

**Condition(s) of Funding and Other Fund-Specific Requirement(s):**

1





State of Texas  
Office of the Governor  
Criminal Justice Division

Rick Perry  
Governor

Memorandum

**To:** CJD Grant Recipients  
**From:** Angie Martin, Director of Programs and Grant Administration  
**Contact:** (512) 463-1919  
**Re:** Grantee Responsibilities  
**Date Awarded:** October 06, 2008

Congratulations on your grant award from Governor Rick Perry's Criminal Justice Division (CJD). It is important to make you aware of a few things to consider as you implement strategies to successfully manage your program. For more information and resources, refer to the Grant Resources section of eGrants available online at <https://cjdonline.governor.state.tx.us>:

**Financial Reporting** – Financial Status Reports will be submitted to CJD via eGrants. Financial Status Reports may be submitted monthly but must be submitted at least quarterly. Financial Status Reports are due after each calendar quarter, regardless of when the grant was awarded. Due dates are:

April 22 (January-March quarter)  
July 22 (April-June quarter)  
October 22 (July-September quarter)  
January 22 (October-December quarter)

The final Financial Status Report should be submitted to CJD on or before the grant liquidation date or funds will lapse and CJD will provide them as grants to others who need the funding.

**Payment Authorization** – Payments will be generated based on expenditures reported in the Financial Status Reports. Upon CJD approval of the Financial Status Report, a payment will be issued through direct deposit or a state warrant.

**Generated Program Income** – Any income generated as a direct result of the grant activities should be reported to CJD through the Financial Status Report and grant adjustment processes. Program income should be expended prior to seeking payments from CJD. Program income must be accounted and used for the purposes of the grant activities as awarded.

**Grant Funded Personnel** – Staff whose salaries are supported by this award should be made aware that continued funding is contingent upon the availability of appropriated funds as well as the outcome of the annual application review conducted by CJD.

**Project Changes** – Grantees may submit a request for grant adjustment via eGrants for any proposed budgetary or programmatic changes, including updating contact information for grant officials.

**Equipment** – Equipment purchased with grant funds should be used for the purpose of the grant and as approved by CJD. An inventory report should be kept on file containing all equipment purchased with any grant funds during the grant period. This report must agree with the approved grant budget and the final Financial Status Report.

**Fidelity Bond** – Each nonprofit corporation receiving funds from CJD will obtain and have on file a blanket fidelity bond that indemnifies CJD against the loss and/or theft of the entire amount of grant funds. The fidelity bond should cover at least the CJD grant period.

**Required Notifications** – Grantees should immediately notify CJD in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. Grantees shall notify the local prosecutor's office of any possible criminal violations. Grantees should immediately notify CJD in writing if a project or project personnel become involved in any litigation, whether civil or criminal, and the grantee must immediately forward a copy of any demand notices, subpoenas, lawsuits, or indictments to CJD. If a federal or state court or administrative agency renders a judgment or order finding discrimination by a grantee based on race, color, national origin, sex, age, or handicap, the grantee agrees to immediately forward a copy of the judgment or order to CJD.

**Project Effectiveness** – Grantees should regularly evaluate the effectiveness of their projects. This includes a reassessment of project activities and services to determine whether they continue to be effective. Grantees must show that their activities and services effectively address and achieve the project's stated purpose.

**Programmatic Reporting** – Grantees will submit required reports regarding grant information, performance, and progress towards goals and objectives in accordance with the instructions provided by CJD, or its designee. To remain eligible for funding, the grantee must be able to show the scope of services provided and the impact and quality of those services.

**Monitoring** – Grantees should readily make available to CJD or its agents all requested records. CJD may make unannounced monitoring visits at any time. The grantee should make every effort to resolve all issues, findings, or actions identified by CJD within the time frame specified by CJD.

**Audit Requirements** – Grantees expending over \$500,000 in state or federal grant funds during the fiscal year are subject to the Single Audit requirements set forth in OMB Circular No. A at <http://www.whitehouse.gov/omb/circulars/index.html> and the State Single Audit Circular issued under the Uniform Grant Management Standards (UGMS) at <http://www.governor.state.tx.us/divisions/stategrants/guidelines>. Grantees should submit to CJD copies of the results of any single audit conducted in accordance with OMB Circular No. A-133 at <http://www.whitehouse.gov/omb/circulars/index.html> or in accordance with the State Single Audit Circular issued under UGMS, within 30 calendar days after the grantee receives the audit results or nine months after the end of the audit period, whichever is earlier.

**Supplanting** – Awarded funds should be used to supplement existing funds for program activities and not replace (supplant) funds that have been appropriated for the same purpose. Grant monitors and auditors will look for potential supplanting during reviews. Violations may result in a range of penalties, including suspension of future funds, suspension or debarment from receiving federal or state grants, recoupment of monies provided under the grant, and civil and/or criminal penalties. Please contact us if you have any questions about supplanting.

**Conflict of Interest** – Grantees should have in place established safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

**Contracting and Procurement** – Grantees should follow their established policy and best practices for procuring goods and/or services with grant funds. Contracts should be routinely monitored for delivery of services and/or goods. When a contractual or equipment procurement is in excess of \$100,000, grantees will submit a Procurement Questionnaire <http://www.governor.state.tx.us/divisions/cjd/formsapps/view> to CJD for approval prior to procurement.

**Travel** – Grantees should follow their established policies and good fiscal stewardship related to travel expenses. If the grantee does not have established policies regarding in-state and out-of-state travel, grantee will use the travel guidelines established for state employees.

**Uniform Crime Reporting** – Local units of governments receiving funds from CJD should comply with all requirements for uniform crime reporting and will ensure that prompt reporting will remain current throughout the grant period.

**Limited English Proficiency** – Grantees should take reasonable steps to ensure that persons with limited English proficiency have meaningful access to services. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. Additional information on this requirement can be found at <http://www.lep.gov>.

**Law Enforcement Programs** – Law enforcement programs receiving funds from CJD must be in compliance with all rules developed by the Texas Commission on Law Enforcement Officer Standards and Education.

### GRANT SUMMARY SHEET

<b>Check One:</b>	Application Approval: <input type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input checked="" type="checkbox"/>	Status Report: <input type="checkbox"/>

<b>Department/Division:</b>	Travis County Health and Human Services and Veterans Service
<b>Contact Person/Title:</b>	John C. Bradshaw
<b>Phone Number:</b>	854-4277

<b>Grant Title:</b>	Parenting in Recovery		
<b>Grant Period:</b>	<b>From:</b>	9/30/2008	<b>To:</b> 9/29/2009
<b>Grantor:</b>	U.S. Dept. of Health and Human Services, Administration for Children and Families		

<b>Check One:</b>	New: <input type="checkbox"/>	Continuation: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
<b>Check One:</b>	One-Time Award: <input type="checkbox"/>	Ongoing Award: <input checked="" type="checkbox"/>	
<b>Type of Payment:</b>	Advance: <input type="checkbox"/>	Reimbursement: <input checked="" type="checkbox"/>	

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	County Match	In-Kind	TOTAL
Personnel:				75,030		75,030
Operating:	500,000				16,173	516,173
Capital Equipment:						0
Indirect Costs:						0
<b>Total:</b>	500,000	0	0	75,030	16,173	591,203
FTEs:				1.00		1.00

<b>Auditor's Office Review:</b> <input checked="" type="checkbox"/>	Staff Initials: <u>  KW  </u>
<b>Auditor's Office Comments:</b>	
<b>County Attorney's Office Contract Review:</b> <input checked="" type="checkbox"/>	Staff Initials: <u>  MG  </u>

Performance Measures	Projected FY 09 Measure	Progress To Date:				Projected FY 10 Measure
		12/31/08	3/31/09	6/31/09	9/30/09	
Applicable Depart. Measures						
Number of clients receiving substance treatment services	791					791
Number of child welfare involved families completing service plan goals	90					90
Number of new children entering care	500					500
<b>Outcome Measures For Grant</b>						

<p>Percentage of children who had an initial occurrence and/or recurrence of substantiated/indicated child maltreatment within 6, 12, 18 and 24 months after enrolling in the RPG program. N=30 (N is based on the minimum of one child per enrolled mother as the actual number of children is not established until parent entry into project and includes enrollments from year one and projected enrollments for year two.)</p>	35%					35%
<p>Outcome Impact Description</p>	<p>Reduces the number of incidences of child maltreatment in our community.</p>					
<p>Percentage of children identified as at risk of removal from the home who are able to remain in the custody of a parent or caregiver through case closure. N=5 PIR participants receive services up to 18 months from identification. This indicator will have viable data starting August 2009 – 18 months post first enrollment and first potential case closure. Please note that prior to this demonstration project all the children would have been placed in foster care due to risk factors.</p>	60%					60%
<p>Outcome Impact Description</p>	<p>Reduces the number of children that are placed in the foster care system due to parental substance abuse.</p>					

Percentage of parents or caregivers who were able to access timely and appropriate substance abuse treatment as calculated by number of days between program entry and treatment entry (10 days). N=20 (N is based on the projected number of project enrollments for year two.)	80%					80%
Outcome Impact Description	Parents and caregivers with early access to substance dependence treatment are projected to have improved outcomes as it relates to establishing and maintaining sobriety.					
Percentage of parents or caregivers who show improvement in mental health functioning as measured by a pre and post treatment survey. N= 5 Data will only be available on participants at closure.	70%					70%
Outcome Impact Description	Parent/Caregivers with improved mental health functioning are projected to be better able to maintain sobriety, independence and an ability to safely care for their children without continued involvement by the child welfare system.					

RPG – Regional Partnership Grant. Designation established by Administration of Children and Families.

PIR – Parenting in Recovery. The name of the Travis County RPG site and the local project name.

PIR is a 5-year demonstration site grant awarded to test the validity of the project design. The project, as a part of the award, has a significant investment in evaluation with a designated evaluator paid through grant dollars. Sanna Thompson, PHD, of the University of Texas is PIR’s evaluator who designed and is now implementing the evaluation of PIR. As part of the evaluation design, a database has been created to store and analyze data. The validity of the design will or will not be established by the use of a comparison control group for whom the project is also collecting the same data. As part of the grant, no predictions were made regarding specific indicator outcomes. The project design hypothesized that the continuum of services (seamless services) would result in children remaining with their mothers, as opposed to foster care, and the mothers would develop the skills and support required to sustain sobriety. The evaluation is testing this hypothesis.

All percentages provided above, specific to the grant, are to satisfy the grant summary form requirements and are not part of the evaluation. The percentages are based on local trends and cannot be directly linked to the project as the data does not yet support any specific trends due to the early stage of collection.

The grant evaluation will be made available to the court at the conclusion of year two of the grant through the completion of the grant. 2008-2009 is the start of year two of the grant for PIR.

**PBO Recommendation:**

Health Human Services and Veterans Services (HHS&VS) is requesting Commissioners Court approval of a grant contract for the second year of a potential five year grant program to continue participation in the Parenting in Recovery Project. The program is funded by the U.S. Department of Health and Human Services for Targeted Grants to Increase the Well-being of, and to Improve the Permanency Outcomes for, Children Affected by Methamphetamine and Other Substance Addictions. HHS&VS serves as project lead on behalf of a regional partnership that includes Austin Recovery, Foundation Communities, Texas Department of Family and Protective Services and Austin Travis County Mental Health and Mental Retardation. The grant will provide \$500,000 in grant resources to serve families in the child welfare system with substance abuse issues and falls within one of the three priority program areas established by the Commissioners Court. Specifically, the program will provide substance abuse treatment and support for parents involved in the child welfare system with the goal of keeping families together.

The grant requires a grant cash match of \$75,030 from the County for the second year of the program. This part of the match was an approved FY 09 request that is budgeted with one-time funding in the department. There is also \$16,173 in existing in-kind contributions from partners of the program that is included in the total contribution from the County and partners. The cash match requirement increases each year of the grant and there will likely be a FY 10 request for the third year of the grant. Recommendations for the funding for the FY 10 County match will be based on the availability of funds and progress of the grant.

There are no long term commitments to provide funding required by the grant upon termination. However, it is likely that program partners will seek funding from the County, City, and other resources to continue these services after the grant ultimately ends.

PBO recommends approval of the 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 grant will enhance the services already being provided by the Office of Children Services within Travis County Health and Human Services and Veterans Service (TCHHSVS). TCHHSVS serves as the lead agency on behalf of a regional partnership that includes Austin Recovery, Foundation Communities, Texas Department of Family and Protective Services (DFPS), Austin Travis County Mental Health and Mental Retardation (ATCMHMR), Travis County District Court, and WorkSource. The Parenting in Recovery project provides a flexible, comprehensive continuum of services for families in the child welfare system as a result of methamphetamine or other substance dependence. In Travis County during 2005 and 2006, an average of 53% of all children removed from the custody of their parents by child welfare had parental substance dependence as a major contributing factor leading to their removal. The primary objective of the Parenting in Recovery project is to keep families together in the

community while they receive an individualized set of interventions and supports that promote sustained recovery and independent functioning.

Four current TCHHSVS staff are supporting this grant:

- Charles Roper serves as Project Director whose major functions are expanding the number of partners, identifying additional resources to support the project, developing and implementing a sustainability plan for the project, identifying and resolving any problems with the project model, helping to monitor grant expenditures, preparing required grant reports, and acting as the single collection point for grant data;
- Princess Katana manages grant compliance;
- Laura Peveto provides program oversight, technical assistance, and has a primary role in grant implementation; and
- Jim Lehrman provides grant oversight, management, and coordination within TCHHSVS.

Austin Recovery has expanded the capacity of its women and children's program to serve an additional 10 families. They serve the grant recipients as designated in the project model and participate in the evaluation process and supply required data.

Foundation Communities provides affordable, safe housing for eligible parents completing the 90-day drug treatment program through Austin Recovery. They also provide a part-time case manager to support participants funded by the grant in maintaining their housing.

The staff of the Austin office of Child Protective Services:

- identify PIR clients,
- participate in the evaluation process, and

Both state and local office of DFPS:

- supply required data and
- provide PIR with technical assistance regarding child welfare.

ATCMHMR provides technical assistance on behavioral health disorders. They function as the Managed Service Organization providing oversight and quality control for those partners.

Travis County District Court will facilitate a dedicated docket for program participants.

WorkSource staff assists adults completing the drug treatment program with job training and placement. They work with Austin Recovery's employment services to eliminate duplication and maximize available resources.

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

There is \$500,000 in grant funds available for FY'09. A cash and in-kind match of \$88,000 is required. This increases to \$125,000 in FY'10 and FY'11, and to \$167,000 in FY'12.

Travis County is providing a cash match of \$75,030 in the form of salary and benefits for the Project Director. Austin Recovery is providing an in-kind match of \$16,173 by providing treatment services at a reduced rate. This in-kind match brings the total match to \$91,203 which is more than the \$88,000 required. TCHHSVS is not increasing or expanding program costs. Providing more than the required match shows the grantor that the program is willing to build the



foundation for long-term sustainability. Austin Recovery and other project partners will be increasing in-kind matches over the grant's five-year project period to meet the increasing match requirements.

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

The grant requires a combination of cash and in-kind matches. TCHHSVS is providing the cash match. The grant partners are providing the in-kind match by offering services at a reduced cost.

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

There was not enough money in the grant award to cover program costs as well as allow for an indirect cost allocation. The most current indirect cost rate assigned to TCHHSVS by the consultant Maximus is .4477. The proposal for a \$500,000 grant to provide direct services would not be competitive if \$223,850 of that amount went for indirect costs.

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.

No. This program relies heavily on local resources for the project model which will support sustainability after the grant ends. The Project Director position will end with the grant. The Project Director will develop relationships with program partners that will be sustained after the grants ends either through MOUs and/or contracts. The length of the grant allows the partners time to evaluate the effectiveness of the project model and create and implement a viable sustainability plan that includes the following:

- Regional partnership will continue as a collaborative body that informs local practices and allocates resources for this population
- Training of Child Protective Services (CPS) staff in Motivational Interview and the use of the M.I.N.I. screening tool for substance dependence and mental health – current goal is to have these as continuing education for CPS staff in the first year of employment
- CPS staff will integrate into practice collaborative treatment planning with a special emphasis on discharge planning
- Austin Recovery will continue to maintain 10 additional beds to serve women and children bringing the agencies capacity to 22
- Foundation Communities will maintain a case manager position to provide support to this population

Partners will identify the funding for treatment and flexible services potentially through increased City/County funding to the existing ATCMHMR Substance Abuse contract to serve this population. CPS will enter into contracts with TCHHSVS or Austin Recovery and Foundation Communities to secure needed services for families. Partners will lobby Department of State Health Services to raise the funding rate of treatment beds closer to cost and comparable to City/County contract rates, among other things.

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.

This program is in line with the services currently offered by the Office of Children Services within TCHHSVS.



**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:** October 16, 2008  
**TO:** Members of the Commissioners Court  
**FROM:** *Sherri E. Fleming*  
Sherri E. Fleming, Executive Manager  
Travis County Health and Human Services and Veterans Service  
**SUBJECT:** Parenting in Recovery grant

**Proposed Motion:**

Consider and take appropriate action to approve a \$500,000 grant from the Administration for Children and Families within the U.S. Department of Health and Human Services for the FY'09 Parenting in Recovery project.

**Summary and Staff Recommendations:**

Travis County Health and Human Services and Veterans Service (TCHHSVS) first received this grant in FY'08. TCHHSVS serves as the lead agency in a regional partnership (known as the Parenting in Recovery project) that includes Austin Recovery, Foundation Communities, Texas Department of Family and Protective Services, Austin Travis County Mental Health and Mental Retardation, and WorkSource.

The Parenting in Recovery project provides a flexible, comprehensive continuum of services for families in the child welfare system as a result of methamphetamine or other substance dependence. The primary objective of the project is to keep families together in their community while they receive an individualized set of interventions and supports that promote sustained recovery and independent functioning.

The Parenting in Recovery project started serving clients in February and has enrolled 18 women to date. The goal for FY'09 is to serve at least 20 women.

**Budgetary and Fiscal Impact:**

The amount of grant funds available from the U.S. Department of Health and Human Services for FY'09 is \$500,000. A cash and in-kind match of \$88,000 is required. Travis County is providing a cash match of \$75,030 in the form of salary and benefits for the Project Director. Austin Recovery is providing an in-kind match of \$16,173 by providing treatment services at a reduced rate. This in-kind match brings the total match to \$91,203 which is more than the \$88,000 required. Providing more than the required match shows the grantor that program partners are willing to invest in the program and build the foundation for long-term sustainability.

**Issues and Opportunities:**

Children are put at risk when one or both parents have a substance dependence problem. The cost of maintaining an addiction diverts a family's financial resources from providing basic needs such as food, clothing, and housing. Parental substance dependence is a key factor underlying the abuse or neglect experienced by many of the children entering foster care. The Parenting in Recovery project is designed to keep families together by providing treatment and support services.

**Background:**

The Administration for Children and Families within the U.S. Department of Health and Human Services has awarded 53 regional partnership grants designed to enhance the safety of children who are in an out-of-home placement or at risk of being put in an out-of-home placement due to a parent's or caretaker's methamphetamine or other substance dependence.

Cc: Jim Lehrman, Director, Office of Children's Services, TCHHSVS  
Susan A. Spataro, CPA, CMA, Travis County Auditor  
Jose Palacios, Chief Assistant County Auditor  
Janice Cohoon, 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

1. RECIPIENT

Department of Health and Human Services  
Administration for Children and Families  
Financial Assistance Award (FAA)

SAI NUMBER:  
PMS DOCUMENT NUMBER:  
90CU003902

1. AWARDING OFFICE: Administration for Children and Families	2. ASSISTANCE TYPE: Discretionary Grant	3. AWARD NO.: 90CU0039/02	4. AMEND. NO.:
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5. TYPE OF AWARD: OTHER	6. TYPE OF ACTION: Non-competing Continuation	7. AWARD AUTHORITY: Prom S & S Fam. Sec. 437 (f) title IV-B42 U.
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8. BUDGET PERIOD: 09/30/2008 THRU 09/29/2009	9. PROJECT PERIOD: 09/30/2007 THRU 09/29/2012	10. CAT NO.: 93087 ...
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11. RECIPIENT ORGANIZATION: Travis County Health and Human Services 100 North IH 35 Austin TX 78701 Samuel Biscoe, Travis County Judge	12. PROJECT / PROGRAM TITLE: Targeted Grants: Methamphetamine and other Substance Abuse
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13. COUNTY: TRAVIS	14. CONGR. DIST.: 25	15. PRINCIPAL INVESTIGATOR OR PROGRAM DIRECTOR: Laura Peveto, Prevention and Intervention Manager
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16. APPROVED BUDGET:		17. AWARD COMPUTATION:		
Personnel.....	\$ 0	A. NON-FEDERAL SHARE.....	\$ 91,203	15.43 %
Fringe Benefits.....	\$ 0	B. FEDERAL SHARE.....	\$ 500,000	84.57 %
Travel.....	\$ 10,080	18. FEDERAL SHARE COMPUTATION:		
Equipment.....	\$ 0	A. TOTAL FEDERAL SHARE.....	\$ 500,000	
Supplies.....	\$ 0	B. UNOBLIGATED BALANCE FEDERAL SHARE.....	\$	
Contractual.....	\$ 437,920	C. FED. SHARE AWARDED THIS BUDGET PERIOD..	\$ 500,000	
Facilities/Construction.....	\$ 0	19. AMOUNT AWARDED THIS ACTION:		
Other.....	\$ 52,000			\$ 500,000
Direct Costs.....	\$ 500,000	20. FEDERAL \$ AWARDED THIS PROJECT PERIOD:		
Indirect Costs.....	\$ 0			\$ 1,000,000
At % of \$		21. AUTHORIZED TREATMENT OF PROGRAM INCOME:		
In Kind Contributions.....	\$ 0	ADDITIONAL COSTS		
Total Approved Budget(**)..	\$ 500,000	22. APPLICANT EIN:	23. PAYEE EIN:	24. OBJECT CLASS:
		1-746000192-A5	1-746000192-A5	41.51

25. FINANCIAL INFORMATION:						DUNS: 030908842
ORGN	DOCUMENT NO.	APPROPRIATION	CAN NO.	NEW AMT.	UNOBLIG.	NONFED %
ACF	90CU003902	75-8-1512	2008 G996440	\$500,000		

26. REMARKS: (Continued on separate sheets)

Paid by DHHS Payment Management System (PMS), see attached for payment information.  
This award is subject to the requirements of the HHS Grants Policy Statement (HHS GPS) that are applicable to you based on your recipient type and the purpose of this award.  
This includes requirements in Parts I and II (available at <http://www.hhs.gov/grantsnet/adminis/gpd/index.htm>) of the HHS GPS. Although consistent with the HHS GPS, any applicable statutory or regulatory requirements, including 45 CFR Part 74 or 92, directly apply to this award apart from any coverage in the HHS GPS.  
This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104).  
For the full text of the award term, go to [http://www.acf.hhs.gov/grants/award\\_term.html](http://www.acf.hhs.gov/grants/award_term.html).

27. SIGNATURE - ACF GRANTS OFFICER Ben L. Sharp <i>Ben L. Sharp</i>	DATE: 9/11/08	28. SIGNATURE(S) CERTIFYING FUND AVAILABILITY <i>Charlene Haskins</i> Catherine F. Wade	DATE: 9/12/08
29. SIGNATURE AND TITLE - PROGRAM OFFICIAL(S) Joan E. Ohi, Commissioner, ACYF <i>Joan E. Ohi</i>		DATE: 9/22/08	

Last Updated 10-31-08 at 11:17 am

1. RECIPIENT

SAI NUMBER:

DEPARTMENT OF HEALTH AND HUMAN SERVICES  
ADMINISTRATION FOR CHILDREN AND FAMILIES  
FINANCIAL ASSISTANCE AWARD

PMS DOCUMENT NUMBER:  
90CU003902

1. AWARDING OFFICE: Administration for Children and Families		2. ASSISTANCE TYPE: Discretionary Grant		3. AWARD NO.: 90CU0039/02		4. AMEND. NO.			
5. TYPE OF AWARD: OTHER			6. TYPE OF ACTION: Non-competing Continuation			7. AWARD AUTHORITY: Prom S & S Fam. Sec. 437 (f) title			
8. BUDGET PERIOD: 09/30/2008 THRU 09/29/2009			9. PROJECT PERIOD: 09/30/2007 THRU 09/29/2012			10. CAT NO.: 93087			
11. RECIPIENT ORGANIZATION: Travis County, Health and Human Services								BY: _____	Date: _____

Samuel T. Biscoe  
Travis County Judge

26. REMARKS: (Continued from previous page)

This grant is subject to the requirements as set forth in 45 CFR Part 87.  
Attached are terms and conditions, reporting requirements, and payment instructions.  
Initial expenditure of funds by the grantee constitutes acceptance of this award.  
(\*\*) Reflects only federal share of approved budget.  
Grantee assumes complete responsibility for the administration and accountability for all funds received under this award.

Federal Share: \$500,000, 84.57% and Grantee Match: \$91,203, 15.43%



Last Updated 10-31-08 at 11:17 am

**DEPARTMENT OF HEALTH & HUMAN SERVICES**

RECEIVED  
COUNTY JUDGE'S OFFICE  
08 OCT 13 PM 1:02

ADMINISTRATION FOR CHILDREN AND FAMILIES  
**Administration on Children, Youth and Families**  
1250 Maryland Avenue, S.W.  
Washington, D.C. 20024

SEP 22 2008

The Honorable Samuel T. Biscoe  
Travis County Judge  
100 N. IH 35  
Austin, TX 78701

Reference: Award No. 90CU0039

Dear Judge Biscoe:

I am pleased to inform you that your non-competing continuation award application has been approved for funding. The grant award is made pursuant to the legislative authority of the Child and Family Services Improvement Act (Public Law 109-288) 42 United States Code section 629g(f).

The enclosed Financial Assistance Award (FAA) specifies the amount and duration of the grant. Also enclosed is material that describes the administrative policies and procedures pertinent to your grant.

The Federal Project Officer responsible for monitoring the project and for providing programmatic assistance is:

Irene Bocella  
Child Welfare Program Specialist  
Administration on Children, Youth and Families  
Children's Bureau  
1250 Maryland Avenue, SW  
Suite 800  
Washington, DC 20024  
Telephone: 202-205-1723  
[Irene.Bocella@acf.hhs.gov](mailto:Irene.Bocella@acf.hhs.gov)

Page 2 – Judge Biscoe

The Grants Management Specialist assigned to your project and available to assist you with the business and administrative aspects of the project is:


Fonda Hughes  
Grants Management Specialist  
Administration for Children and Families  
Office of Grants Management  
901 D Street, SW, 6<sup>th</sup> Floor East  
Washington, DC 20447  
Telephone: 202-401-7042  
fonda.hughes@acf.hhs.gov

Please note that originals of all correspondence and reports related to your grant are to be transmitted to the Grants Management Specialist with copies to the Federal Project Officer. All grant-related correspondence and reports must reference the award number appearing in box 3 of the FAA.

Program and financial status reports are due 30 days after the end of the second and fourth quarters (six-month intervals) throughout the total approved project period. The enclosed material on reporting requirements details the reporting schedule and format.

If we can be of any assistance, please feel free to contact us. We look forward to working with you as you continue with this important project.

Sincerely,

A handwritten signature in black ink that reads "Joan E. Ohl". The signature is written in a cursive style with a large initial "J" and "O".

Joan E. Ohl  
Commissioner

Enclosures





**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**ADMINISTRATION FOR CHILDREN AND FAMILIES (ACF)**

**STANDARD TERMS AND CONDITIONS**

**Has been replaced with the**

**HHS Grants Policy Statement**  
**(HHS GPS)**

**[http://intranet.acf.hhs.gov/offices/oa/ofs/dgp/docs\\_07/HHSGPS\\_107.doc](http://intranet.acf.hhs.gov/offices/oa/ofs/dgp/docs_07/HHSGPS_107.doc)**

**INSTRUCTIONS**  
**FOR**  
**SEMI-ANNUAL PROGRAM PROGRESS REPORTING**

Schedule

Progress reports (original and two copies submitted to the Office of Grants Management, Division of Discretionary Grants are due 30 days after the end of the second and fourth quarters of the budget period (every six months). A FINAL PROGRAM REPORT IS DUE 90 DAYS AFTER THE PROJECT PERIOD END DATE.

THE PROGRESS REPORT SHOULD INCLUDE THE FOLLOWING:

1. Grant Number \_\_\_\_\_
2. Period cover by report: \_\_\_\_\_ thru \_\_\_\_\_
3. Major activities and accomplishments during this period – Recommend use of project task charts from approved grant application and/or project work plan with this section, Describe any draft/final products in this section,.
4. Problem – Describe any deviations or departures from the original project plan including actual/anticipated slippage in task completion dates, and special problems encountered or expected. Use this report section to advise Project Officer and Grants Management Special of assistance needed.
5. Significant findings and events – (To be noted by Project Officer, or reported to regions, States, other agencies, Program Director/commissioner, Assistant Secretary, Secretary, etc.)
6. Dissemination activities – Briefly describe project related inquiries and information dissemination activities carried out over the reporting period. Itemize and include a copy of any newspaper, newsletter, magazine articles or other published material considered relevant to project activities, or used for project information or public relations purposes.
7. Other Activities – Briefly describe
8. Activities planned for next reporting period – Briefly describe
9. Author's name and telephone number: \_\_\_\_\_



DEPARTMENT OF HEALTH AND HUMAN SERVICES  
ADMINISTRATION FOR CHILDREN AND FAMILIES

Discretionary Program  
FINANCIAL REPORTING REQUIREMENTS

**Standard Form 269 – Financial Status Report**

Financial Status Reports (SF-269) are due 30 days after the end of the second and fourth quarters of the budget period (every six months).

<http://www.acf.hhs.gov/programs/ofs/grants/sf269.pdf>

A final SF-269 is due 90 days after the end of the project period. The financial status report and the Payment Management System (PMS) expenditures report for the reporting period must reconcile. For the report to be considered final, all un-liquidated obligations must have been paid and \$-0- entered on line 10(k) of the final Financial Status Report.

All financial status reports must be signed by the recipient organization's financial officer or by a designated individual in the organization for which notification of such designation by an authorized official of the organization has been submitted to the Administration for Children and Families.

**The Federal grant award number should be indicated on all reports.**

Submit the original and two copies of the Financial Status Reports to:

**Mailing Address:**

U.S. Department of Health and Human Services  
Administration for Children and Families  
Office of Grants Management  
Division of Discretionary Grants  
370 L'Enfant Promenade, S.W., 6<sup>th</sup> Floor  
Washington, D.C. 20447

**Delivery Address: (commercial/private courier)**

U.S. Department of Health and Human Services  
Administration for Children and Families  
Office of Grants Management  
Division of Discretionary Grants  
901 D Street, S.W., 6<sup>th</sup> Floor  
Washington, D.C. 20024

Failure to submit reports when due will be indicative of non-compliance with the award Terms and Conditions.

**FINANCIAL STATUS REPORT  
(Long Form)**

*(Follow instructions on the back)*

1. Federal Agency and Organizational Element to Which Report is Submitted		2. Federal Grant or Other Identifying Number Assigned By Federal Agency		OMB Approval No. 0348-0039	Page of  pages
3. Recipient Organization (Name and complete address, including ZIP code)					
4. Employer Identification Number		5. Recipient Account Number or Identifying Number		6. Final Report <input type="checkbox"/> Yes <input type="checkbox"/> No	
7. Basis <input type="checkbox"/> Cash <input type="checkbox"/> Accrual					
8. Funding/Grant Period (See Instructions) From: (Month, Day, Year)		To: (Month, Day, Year)		9. Period Covered by this Report From: (Month, Day, Year)	
To: (Month, Day, Year)					
10. Transactions:					
		I	I	III	
		Previously Reported	This Period	Cumulative	
a. Total outlays					
b. Refunds, rebates, etc.					
c. Program income used in accordance with the deduction alternative					
d. Net outlays (Line a, less the sum of lines b and c)					
Recipient's share of net outlays, consisting of:					
a. Third party (in-kind) contributions					
f. Other Federal awards authorized to be used to match this award					
g. Program income used in accordance with the matching or cost sharing alternative					
h. All other recipient outlays not shown on lines e, f or g					
i. Total recipient share of net outlays (Sum of lines a, f, g and h)					
j. Federal share of net outlays (line d less line i)					
k. Total unliquidated obligations					
l. Recipient's share of unliquidated obligations					
m. Federal share of unliquidated obligations					
n. Total Federal share (sum of lines j and m)					
o. Total Federal funds authorized for this funding period					
p. Unobligated balance of Federal funds (Line o minus line n)					
Program Income, consisting of:					
q. Disbursed program income shown on lines c and/or g above					
r. Disbursed program income using the addition alternative					
s. Undisbursed program income					
t. Total program income realized (Sum of lines q, r and s)					
11. Indirect Expense					
a. Type of Rate (Place "X" in appropriate box)					
<input type="checkbox"/> Provisional <input type="checkbox"/> Predetermined <input type="checkbox"/> Final <input type="checkbox"/> Fixed					
b. Rate		c. Base		d. Total Amount	
				e. Federal Share	
12. Remarks: Attach any explanations deemed necessary or information required by Federal sponsoring agency in compliance with governing legislation.					
13. Certification: I certify to the best of my knowledge and belief that this report is correct and complete and that all outlays and unliquidated obligations are for the purposes set forth in the award documents.					
Typed or Printed Name and Title				Telephone (Area code, number and extension)	
Signature of Authorized Certifying Official				Date Report Submitted	

FINANCIAL STATUS REPORT

(Long Form)

Public reporting burden for this collection of information is estimated to average 30 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.**

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's grant regulations or in the terms and conditions of the award (e.g., how to calculate the Federal share, the permissible uses of program income, the value of in-kind contributions, etc.). You may also contact the Federal agency directly.

Item	Entry	Item	Entry
1, 2 and 3.	Self-explanatory.	10b.	Enter any receipts related to outlays reported on the form that are being treated as a reduction of expenditure rather than income, and were not already netted out of the amount shown as outlays on line 10a.
4.	Enter the Employer Identification Number (EIN) assigned by the U.S. Internal Revenue Service.	10c.	Enter the amount of program income that was used in accordance with the deduction alternative.
5.	Space reserved for an account number or other identifying number assigned by the recipient.	Note:	Program income used in accordance with other alternatives is entered on lines q, r, and s. Recipients reporting on a cash basis should enter the amount of cash income received; on an accrual basis, enter the program income earned. Program income may or may not have been included in an application budget and/or a budget on the award document. If actual income is from a different source or is significantly different in amount, attach an explanation or use the remarks section.
6.	Check yes only if this is the last report for the period shown in item 8.	10d.	a, f, g, h, i and j. Self-explanatory.
7.	Self-explanatory.	10k.	Enter the total amount of unliquidated obligations, including unliquidated obligations to subgrantees and contractors.  Unliquidated obligations on a cash basis are obligations incurred, but not yet paid. On an accrual basis, they are obligations incurred, but for which an outlay has not yet been recorded.  Do not include any amounts on line 10k that have been included on lines 10a and 10j.  On the final report, line 10k must be zero.
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 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 period" for "funding period."	10l.	Self-explanatory.
9.	Self-explanatory.	10m.	On the final report, line 10m must also 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.	10n.	o, p, q, r, s and t. Self-explanatory.
10a.	Enter total gross program outlays. Include disbursements of cash realized as program income if that income will also be shown on lines 10c or 10g. Do not include program income that will be shown on lines 10r or 10s.  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, the value of in-kind contributions applied, and the net increase or decrease in the amounts owed by the recipient for goods and other property received, for services performed by employees, contractors, subgrantees and other payees, and other amounts becoming owed under programs for which no current services or performances are required, such as annuities, insurance claims, and other benefit payments.	11a.	Self-explanatory.
		11b.	Enter the indirect cost rate in effect during the reporting period.
		11c.	Enter the amount of the base against which the rate was applied.
		11d.	Enter the total amount of indirect costs charged during the report period.
		11e.	Enter the Federal share of the amount in 11d.
		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.

**FINANCIAL STATUS REPORT  
(Long Form)**

*(Follow instructions on the back)*

1. Federal Agency and Organizational Element to Which Report is Submitted		2. Federal Grant or Other Identifying Number Assigned By Federal Agency		OMB Approval No. 0348-0039	Page of _____ pages
3. Recipient Organization (Name and complete address, including ZIP code)					
4. Employer Identification Number		5. Recipient Account Number or Identifying Number		6. Final Report <input type="checkbox"/> Yes <input type="checkbox"/> No	
7. Basis <input type="checkbox"/> Cash <input type="checkbox"/> Accrual					
8. Funding/Grant Period (See Instructions) From: (Month, Day, Year)		To: (Month, Day, Year)		9. Period Covered by this Report From: (Month, Day, Year)	
				To: (Month, Day, Year)	
10. Transactions:					
			I Previously Reported	II This Period	III Cumulative
a. Total outlays					
b. Refunds, rebates, etc.					
c. Program income used in accordance with the deduction alternative					
d. Net outlays (Line a, less the sum of lines b and c)					
Recipient's share of net outlays, consisting of:					
e. Third party (in-kind) contributions					
f. Other Federal awards authorized to be used to match this award					
g. Program income used in accordance with the matching or cost sharing alternative					
h. All other recipient outlays not shown on lines e, f or g					
i. Total recipient share of net outlays (Sum of lines e, f, g and h)					
j. Federal share of net outlays (line d less line i)					
k. Total unliquidated obligations					
l. Recipient's share of unliquidated obligations					
m. Federal share of unliquidated obligations					
n. Total Federal share (sum of lines j and m)					
o. Total Federal funds authorized for this funding period					
p. Unobligated balance of Federal funds (Line o minus line n)					
Program Income, consisting of:					
q. Disbursed program income shown on lines c and/or g above					
r. Disbursed program income using the addition alternative					
s. Undisbursed program income					
t. Total program income realized (Sum of lines q, r and s)					
11. Indirect Expense		a. Type of Rate (Place "X" in appropriate box)			
		<input type="checkbox"/> Provisional		<input type="checkbox"/> Predetermined	
		<input type="checkbox"/> Final		<input type="checkbox"/> Fixed	
b. Rate		c. Basis		d. Total Amount	
				e. Federal Share	
12. Remarks: Attach any explanations deemed necessary or information required by Federal sponsoring agency in compliance with governing legislation.					
13. Certification: I certify to the best of my knowledge and belief that this report is correct and complete and that all outlays and unliquidated obligations are for the purposes set forth in the award documents.					
Typed or Printed Name and Title				Telephone (Area code, number and extension)	
Signature of Authorized Certifying Official				Date Report Submitted	

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**FINANCIAL STATUS REPORT**  
(Long Form)

Public reporting burden for this collection of information is estimated to average 30 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 (0348-0039), Washington, DC 20503.

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Item	Entry	Item	Entry
1, 2 and 3.	Self-explanatory.	10b.	Enter any receipts related to outlays reported on the form that are being treated as a reduction of expenditure rather than income, and were not already netted out of the amount shown as outlays on line 10a.
4.	Enter the Employer Identification Number (EIN) assigned by the U.S. Internal Revenue Service.	10c.	Enter the amount of program income that was used in accordance with the deduction alternative.
5.	Space reserved for an account number or other identifying number assigned by the recipient.	Note:	Program income used in accordance with other alternatives is entered on lines q, r, and s. Recipients reporting on a cash basis should enter the amount of cash income received; on an accrual basis, enter the program income earned. Program income may or may not have been included in an application budget and/or a budget on the award document. If actual income is from a different source or is significantly different in amount, attach an explanation or use the remarks section.
6.	Check yes only if this is the last report for the period shown in item 8.	10d.	e, f, g, h, i and j. Self-explanatory.
7.	Self-explanatory.	10k.	Enter the total amount of unliquidated obligations, including unliquidated obligations to subgrantees and contractors.  Unliquidated obligations on a cash basis are obligations incurred, but not yet paid. On an accrual basis, they are obligations incurred, but for which an outlay has not yet been recorded.  Do not include any amounts on line 10k that have been included on lines 10a and 10j.  On the final report, line 10k must be zero.
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 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 period" for "funding period."	10l.	Self-explanatory.
9.	Self-explanatory.	10m.	On the final report, line 10m must also 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 II 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.	10n.	o, p, q, r, s and t. Self-explanatory.
10a.	Enter total gross program outlays. Include disbursements of cash realized as program income if that income will also be shown on lines 10c or 10g. Do not include program income that will be shown on lines 10r or 10s.  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, the value of in-kind contributions applied, and the net increase or decrease in the amounts owed by the recipient for goods and other property received, for services performed by employees, contractors, subgrantees and other payees, and other amounts becoming owed under programs for which no current services or performances are required, such as annuities, insurance claims, and other benefit payments.	11a.	Self-explanatory.
		11b.	Enter the indirect cost rate in effect during the reporting period.
		11c.	Enter the amount of the base against which the rate was applied.
		11d.	Enter the total amount of indirect costs charged during the report period.
		11e.	Enter the Federal share of the amount in 11d.
		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.

## INSTRUCTIONS FOR REQUESTING PAYMENT FOR FEDERAL FUNDS

This award will be paid through the Department of Health and Humans Services' Division of Payment Management (DPM), operating under the Program Support Center (PSC). The DPM provides automated grant payment and cash management services for the entire Federal Government. DPM operated the centralized payment system, Payment Management System (PMS), and acts as a liaison between the Administration for Children and Families to resolve any discrepancies. For additional information, please visit their Website at [WWW.DPM.PSC.GOV](http://WWW.DPM.PSC.GOV)

If this is your first award paid through the DPM, it is recommended that you review their Website. Their New Recipient section provides basic information and addressed both funding and reporting requirements necessary for receiving your awarded funds. It is mandatory that all new recipients complete and send to DPM a Direct Deposit Sign-Up Form (SF-1199A). The form can be printed from DPM's Website or obtained from your local financial institution.

The DPM operated in a completely electronic environment; therefore, paper payment requests and Treasury checks are not longer used. All requests and payments are made electronically. DPM utilizes two funding request systems, Cashline and Smartlink II. Grantees are provided instructions by DPM on the procedures and Federal requirements necessary to receive your funding.

Cashline allows the grantees to dial directly into "voice response" computer via a touch tone telephone. Smartlink II allows the grantees to request their funding via a computer and modem and may be accessed through the Internet. Smartlink II's most notable advantage over Cashline is the grantee's ability to 'inquiry' into account balances.

Regardless of the method used to initiate a payment request, funds are electronically deposited into the designated bank account the next business day. Funds can be requested as frequently as disbursements are made under both systems. Since funds are available the next business day, regulation prohibits payments in excess of your immediate disbursement needs.

Payment method for state agencies shall be consistent with Treasury/State CMIA agreements or default procedures codified under 31 CFR Part 205.

If after visiting the DPM Website you have additional questions or require more information, please contact DPM at 10877-614-5533 from 7:00 AM to 6:30 PM est.





## DEPARTMENT OF HEALTH AND HUMAN SERVICES

### OPPORTUNITY TO COMMENT – SIMPLIFICATION OF FEDERAL GRANT PROGRAMS

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#### Opportunity to Comment – Simplification of Federal Grants Programs

On November 20, 1999, the President signed into law the Federal Financial Assistance Management Improvement Act (Public Law 106-107) whose purposes are to improve the delivery of services to the public and the effectiveness and performance of Federal grant programs. Federal agencies are working with OMB to: develop uniform administrative rules and common application and reporting systems; replace paper with electronic processing in administration of grant programs; and identify statutory impediments to grants programs simplification.

Consultation with the recipient community is an important part of the grant program simplification effort. We welcome ideas to make it easier for State, local and tribal governments and nonprofit organizations to apply for and report on federal grants. Please send your comments via email to: [PL106107@os.dhhs.gov](mailto:PL106107@os.dhhs.gov) and be sure to include the name of the organization you represent.

We want to know which processed in the grants life cycle need streamlining and/or improvement, and your suggestions for achieving improvements. We need to know what is most important to you, in terms of grants simplification. Finally, we want you to identify the specific grant program(s) that you find to be most burdensome, with some detail about why they are burdensome, individually or collectively, because we need to focus our efforts on those programs that are in the greatest need of review and streamlining.

Your input is valued, and is part of the larger process of achieving the foals of P.L. 106-107, namely simplification of Federal grant programs for the benefit of our recipients. Please note there will not be any individual response to the input, however, we intend to periodically provide summary information relating to implementation of the law, under the “What’s New” ling in GrantsNet ([www.hhs.gov/grantsnet](http://www.hhs.gov/grantsnet)). Thank you for your participation.

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Contact the affording Federal awarding agency or pass-through entity if you have any questions.

Failure to meet the single audit requirements could result in your entity having to repay grant monies and/or losing access to future Federal funding.

#### Additional Information and Where to Get Help

##### ◆ *OMB Source Documents*

Single audit requirements are set forth in OMB Circular A-133 and the OMB Circular A-133 Compliance Supplement, which are on OMB's website ([www.omb.gov/grants](http://www.omb.gov/grants)).

##### ◆ *Federal Agency Contact for General Assistance*

A Federal agency has been designated to answer your questions and provide help when needed with your single audit. This designation is generally based upon which Federal agency provides you with the most direct Federal funding. (Circular A-133 (paragraph 400) provides specific guidance for determining which Federal agency is designated to assist you.)

The single audit contacts are listed in Appendix III of the OMB Circular A-133 Compliance Supplement.

##### ◆ *Highlights of the Single Audit Process*

The Grants Management Committee of the Chief Financial Officers Council produced a pamphlet, *Highlights of the Single Audit Process*, to acquaint officials of Federal awarding agencies and non-Federal entities with the single audit process. It is available on the FAC website ([harvester.census.gov/fac](http://harvester.census.gov/fac)).

June 2005

# Single Audit Basics and Where to Get Help

for Federal Grant Recipients



Grants Management Committee

30



## ADMINISTRATION FOR CHILDREN AND FAMILIES

### AWARD TERM AND CONDITION

**THIS AWARD IS SUBJECT TO REQUIREMENTS OF SECTION 106 (G) OF THE TRAFFICKING VICTIMS PROTECTION ACT OF 2000, AS AMENDED (22 U.S.C. 7104)**

#### TRAFFICKING IN PERSONS

**a. Provisions applicable to a recipient that is a private entity.**

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
  - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
  - ii. Procure a commercial sex act during the period of time that the award is in effect; or
  - iii. Use forced labor in the performance of the award or subawards under the award.
2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
  - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
  - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
    - A. Associated with performance under this award; or
    - B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 376.

b. **Provision applicable to a recipient other than a private entity.** We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
  - i. Associated with performance under this award; or
  - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR part 376

c. **Provisions applicable to any recipient.**

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
  - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
  - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. **Definitions.** For purposes of this award term:

1. “Employee” means either:

- i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
  - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
3. "Private entity":
  - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
  - ii. Includes:
    - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
    - B. A for-profit organization.
4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102)

### GRANT SUMMARY SHEET

<b>Check One:</b>	Application Approval: <input type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input checked="" type="checkbox"/>	Status Report: <input type="checkbox"/>

<b>Department/Division:</b>	Travis County Counseling & Education Services
<b>Contact Person/Title:</b>	Caryl Colburn, Counseling & Education Services Director
<b>Phone Number:</b>	854-4618

<b>Grant Title:</b>	OVW FY08 Safe Havens: Supervised Visitation and Safe Exchange Grant Program		
<b>Grant Period:</b>	From: 10/1/2008	To: 9/30/2010	
<b>Grantor:</b>	Office on Violence Against Women (OVW) Safe Havens		

<b>Check One:</b>	New: <input checked="" type="checkbox"/>	Continuation: <input type="checkbox"/>	Amendment: <input type="checkbox"/>
<b>Check One:</b>	One-Time Award: <input type="checkbox"/>	Ongoing Award: <input checked="" type="checkbox"/>	
<b>Type of Payment:</b>	Advance: <input type="checkbox"/>	Reimbursement: <input checked="" type="checkbox"/>	

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	County Match	In-Kind	TOTAL
Personnel:	15,808					15,808
Operating:	183,512					183,512
Capital Equipment:						0
Indirect Costs:						0
<b>Total:</b>	199,320	0	0	0	0	199,320
FTEs:						0.00

<b>Auditor's Office Review:</b> <input checked="" type="checkbox"/>	Staff Initials: _____
<b>Auditor's Office Comments:</b>	
<b>County Attorney's Office Contract Review:</b> <input checked="" type="checkbox"/>	Staff Initials: _____

Performance Measures	Projected FY 09 Measure	Progress To Date:				Projected FY 10 Measure
		12/31/08	3/31/09	6/31/09	9/30/09	
Applicable Depart. Measures						
# Family Violence clients ordered to supervised visitation at KidsExchange by Co. Courts	150					250
# case managed by CES	90					200
# of collaborative meetings w/ other agencies on crime victims	12					12
Measures For Grant						

# of Consulting Committee mtgs. to develop prog.	12					12
# of Clients Served	625					675
# Hours of Visitation	1440					2250
# Hours of Exchange	1553					2430
<b>Outcome Impact Description</b>						
% of all victims served stated that they felt safe and supported during supervised visitations and exchanges.	80%					85%
<b>Outcome Impact Description</b>						
% of clients served claimed their visitation/exchange facility was adequate, easy to find and convenient to public transportation.	75%					80%
<b>Outcome Impact Description</b>	% of parents stated they were satisfied overall with the service delivery at their Kids Exchange site. 80%/90%					

**PBO Recommendation:**

PBO recommends approval of this grant contract for the Supervised Visitation and Safe Exchange grant. There is no county cash match nor is the County obligated to continue the program if funding ends. The contract has been reviewed by the Auditor and County Attorney. Please contact Caryl Colburn at 854-4618 for any programmatic inquiries.

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

Travis County has been awarded a grant for \$200,000, over a period of two years, from the U. S. Department of Justice Office of Violence Against Women Safe Havens: Supervised Visitation and Safe Exchange Grant Program. The purpose of the grant is to provide supervised visitation and safe exchange of children by and between parents in situations involving domestic violence while also protecting children and adult victims from further trauma or violence.

The Kids Exchange program has been providing this service in Travis County since 1985. In 2005 Kids Exchange merged with the Youth and Family Alliance, Inc. dba LifeWorks. However, LifeWorks as of 9/30/08, no longer provides Kids Exchange services. Therefore, Travis County will utilize the first year planning phase of the Safe Havens Grant to create the Safe Havens Advisory Committee and create a plan that will develop capacity for visitation services specifically for family violence cases and allow for competent, culturally sensitive services for this population. In the interim, the Travis County Domestic Relations Office will develop private, individual providers and use its budget appropriations to purchase visitation services. Travis County, through its Counseling and Education Services Department, will contract with private providers, developed by Domestic Relations, for the delivery of visitation and exchange services at various Travis County sites.

The Kids Exchange program strengthens family relationships through visitation, exchange and support services by providing a child focused environment for families in transition. Although all Kids Exchange services are designed to promote safety and protect children from witnessing parental conflict, the Safe Havens: Supervised Visitation and Safe Exchange Grant will enable Travis County's Kids Exchange to strengthen services to respond to the particular needs of families experiencing domestic violence, including the development of additional funds for clients needing financial assistance. Services will be expanded to additional sites with enhanced security and the program will develop an intern and volunteer program with enhanced training that focuses on family violence.

This focus on family violence fits in well with the current activities of the Counseling & Education Services department which provides family violence assessments for the Travis County Courts at Law and is an active member of the Austin/Travis County Family Violence Task Force. If this grant is awarded it will increase community collaboration through the creation of a Memorandum of Understanding (MOU) with relevant community partners and an Advisory Board for Kids Exchange. The MOU and Advisory Board will include membership from: The Travis County Attorney's Office, Travis County Counseling and Education Services, Travis County Sheriff's Office, SafePlace, Domestic Relations Office, Austin Police Department Victim Services, Travis County Adult Probation, Travis County District Attorney's Office,



Precinct 5 Constable's Office, Family Court Judges, Office of the Attorney General Child Support Division, Austin Bar Association Family Law Section, Center for Child Protection and other community agencies that provide services to victims of family violence.

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

The grant award is \$200,000 over a two-year period. The Grant Summary Sheet shows the funding for the first year with all of the subcontractor funds under "Operating".

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 financial match required of Travis County.

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

There is no indirect cost allocation required of Travis County.

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.

Kids Exchange will continue regardless of the discontinuance of grant funding. The future funding mechanism will be determined as part of the planning and development phase and will most likely involve (1) requesting additional funding, and not (2) using departmental resources.

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

The grant will be used to re-tool an existing program. The grant will enable Travis County to plan and develop Kids Exchange in light of LifeWorks no longer administrating it. The plan will strengthen services to respond to the particular needs of families experiencing domestic violence.

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

The grant fits in well with the Mission of the Counseling & Education Services department. Promoting public safety is one of the critical elements of the Mission, as well as, working to decrease the amount of family violence in Travis County by providing comprehensive assessment recommendations for appropriate intervention. The grant will affect Counseling & Education Services operations by including some KidsExchange tracking and reporting on performance measures.



**Department of Justice**

Office on Violence Against Women

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September 18, 2008

Washington, D.C. 20531

The Honorable Samuel T. Biscoe  
County of Travis  
P.O. Box 1748  
Austin, TX 78767

Dear Judge Biscoe:

On behalf of Attorney General Michael B. Mukasey, it is my pleasure to inform you that the Office on Violence Against Women has approved your application for funding under the Safe Havens: Supervised Visitation and Exchange Program in the amount of \$200,000 for County of Travis. This award provides the opportunity for recipients to develop and strengthen effective responses to violence against women. This cooperative agreement, made under the Safe Havens: Supervised Visitation and Safe Exchange Grant Program, is to support supervised visitation and safe exchange options for families with a history of domestic violence, child abuse, sexual assault and stalking.

Enclosed you will find the award package. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact Michelle B. Dodge at (202) 353-7345. For financial questions, contact the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or by email at [ask.ocfo@usdoj.gov](mailto:ask.ocfo@usdoj.gov).

Congratulations, and we look forward to working with you.

Sincerely,

A handwritten signature in cursive script, appearing to read "Cindy Dyer".

Cindy Dyer  
Director, Office on Violence Against Women

Enclosures



**Department of Justice**  
**Office of Justice Programs**  
**Office for Civil Rights**

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*Washington, D.C. 20531*

September 18, 2008

The Honorable Samuel T. Biscoe  
County of Travis  
P.O. Box 1748  
Austin, TX 78767

Dear Judge Biscoe:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of Federal funding to compliance with Federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice is responsible for ensuring that recipients of financial aid from OJP, its component offices and bureaus, the Office on Violence Against Women (OVW), and the Office of Community Oriented Policing Services (COPS) comply with applicable Federal civil rights statutes and regulations. We at OCR are available to help you and your organization meet the civil rights requirements that come with Justice Department funding.

**Ensuring Access to Federally Assisted Programs**

As you know, Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in respect to employment practices but also in the delivery of services or benefits. Federal law also prohibits funded programs or activities from discriminating on the basis of age in the delivery of services or benefits.

**Providing Services to Limited English Proficiency (LEP) Individuals**

In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of Federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website at <http://www.lep.gov>.

**Ensuring Equal Treatment for Faith-Based Organizations**

The Department of Justice has published a regulation specifically pertaining to the funding of faith-based organizations. In general, the regulation, Participation in Justice Department Programs by Religious Organizations; Providing for Equal Treatment of all Justice Department Program Participants, and known as the Equal Treatment Regulation 28 C.F.R. part 38, requires State Administering Agencies to treat these organizations the same as any other applicant or recipient. The regulation prohibits State Administering Agencies from making award or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the Department of Justice to fund inherently religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must be held separately from the Department of Justice funded program, and customers or beneficiaries cannot be compelled to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see OCR's website at <http://www.ojp.usdoj.gov/ocr/etfbo.htm>.

State Administering Agencies and faith-based organizations should also note that the Safe Streets Act, as amended; the Victims of Crime Act, as amended; and the Juvenile Justice and Delinquency Prevention Act, as amended, contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the Justice Department has concluded that the Religious Freedom Restoration Act (RFRA) is reasonably construed, on a case-by-case basis, to require that its funding agencies permit faith-based organizations applying for funding under the applicable program statutes both to receive DOJ funds and to continue considering religion when hiring staff, even if the statute that authorizes the funding program generally forbids considering of religion in employment decisions by grantees.

Questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment may be directed to this Office.

### Enforcing Civil Rights Laws

All recipients of Federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to the prohibitions against unlawful discrimination. Accordingly, OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal employment opportunity standards.

### Complying with the Safe Streets Act or Program Requirements

In addition to these general prohibitions, an organization which is a recipient of financial assistance subject to the nondiscrimination provisions of the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, 42 U.S.C. § 3789d(c), or other Federal grant program requirements, must meet two additional requirements: (1) complying with Federal regulations pertaining to the development of an Equal Employment Opportunity Plan (EEO), 28 C.F.R. § 42.301-.308, and (2) submitting to OCR Findings of Discrimination (see 28 C.F.R. §§ 42.205(5) or 31.202(5)).

#### 1) Meeting the EEO Requirement

In accordance with Federal regulations, Assurance No. 6 in the Standard Assurances, COPS Assurance No. 8.B, or certain Federal grant program requirements, your organization must comply with the following EEO reporting requirements:

If your organization has received an award for \$500,000 or more and has 50 or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare an EEO and submit it to OCR for review **within 60 days from the date of this letter**. For assistance in developing an EEO, please consult OCR's website at <http://www.ojp.usdoj.gov/ocr/eop.htm>. You may also request technical assistance from an EEO specialist at OCR by dialing (202) 616-3208.

If your organization received an award between \$25,000 and \$500,000 and has 50 or more employees, your organization still has to prepare an EEO, but it does not have to submit the EEO to OCR for review. Instead, your organization has to maintain the EEO on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to OCR. The Certification Form can be found at <http://www.ojp.usdoj.gov/ocr/eop.htm>.

If your organization received an award for less than \$25,000; or if your organization has less than 50 employees, regardless of the amount of the award; or if your organization is a medical institution, educational institution, nonprofit organization or Indian tribe, then your organization is exempt from the EEO requirement. However, your organization must complete Section A of the Certification Form and return it to OCR. The Certification Form can be found at <http://www.ojp.usdoj.gov/ocr/eop.htm>.

#### 2) Submitting Findings of Discrimination

In the event a Federal or State court or Federal or State administrative agency makes an adverse finding of discrimination against your organization after a due process hearing, on the ground of race, color, religion, national origin, or sex, your organization must submit a copy of the finding to OCR for review.

### Ensuring the Compliance of Subrecipients

If your organization makes subawards to other agencies, you are responsible for assuring that subrecipients also comply with all of the applicable Federal civil rights laws, including the requirements pertaining to developing and submitting an EEO, reporting Findings of Discrimination, and providing language services to LEP persons. State agencies that make subawards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of subrecipients.


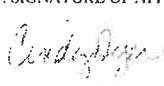
If we can assist you in any way in fulfilling your civil rights responsibilities as a recipient of Federal funding, please call OCR at (202) 307-0690 or visit our website at <http://www.ojp.usdoj.gov/ocr/>.

Sincerely,



Michael L. Alston  
Director

cc: Grant Manager  
Financial Analyst

 <p>Department of Justice Office on Violence Against Women <b>Office on Violence Against Women</b></p>	<b>Cooperative Agreement</b>		PAGE 1 OF 7																
	<p>1. RECIPIENT NAME AND ADDRESS (Including Zip Code) County of Travis P.O. Box 1748 Austin, TX 78767</p>																		
<p>4. AWARD NUMBER: 2008-CW-AX-K020</p>		<p>5. PROJECT PERIOD: FROM 10/01/2008 TO 09/30/2010 BUDGET PERIOD: FROM 10/01/2008 TO 09/30/2010</p>																	
<p>6. AWARD DATE 09/18/2008</p>		<p>7. ACTION Initial</p>																	
<p>1A. GRANTEE IRS/VENDOR NO. 746000192</p>		<p>8. SUPPLEMENT NUMBER 00</p>																	
<p>9. PREVIOUS AWARD AMOUNT \$ 0</p>		<p>10. AMOUNT OF THIS AWARD \$ 200,000</p>																	
<p>3. PROJECT TITLE Travis County Safe Havens Collaboration</p>		<p>11. TOTAL AWARD \$ 200,000</p>																	
<p>12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).</p>																			
<p>13. STATUTORY AUTHORITY FOR GRANT This project is supported under 42 U.S.C. 10420 (OVW - Supervised Visitation)</p>																			
<p>15. METHOD OF PAYMENT PAPRS</p>																			
AGENCY APPROVAL		GRANTEE ACCEPTANCE																	
<p>16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Cindy Dyer Director, Office on Violence Against Women</p>		<p>18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Samuel T. Biscoe Travis County Judge</p>																	
<p>17. SIGNATURE OF APPROVING OFFICIAL </p>		<p>19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL</p>	<p>19A. DATE</p>																
AGENCY USE ONLY																			
<p>20. ACCOUNTING CLASSIFICATION CODES</p> <table border="1"> <thead> <tr> <th>FISCAL YEAR</th> <th>FUND CODE</th> <th>BUD. ACT.</th> <th>DIV. OFC.</th> <th>REG.</th> <th>SUB.</th> <th>POMS</th> <th>AMOUNT</th> </tr> </thead> <tbody> <tr> <td>X</td> <td>A</td> <td>CW</td> <td>I</td> <td>80</td> <td>11</td> <td></td> <td>200000</td> </tr> </tbody> </table>		FISCAL YEAR	FUND CODE	BUD. ACT.	DIV. OFC.	REG.	SUB.	POMS	AMOUNT	X	A	CW	I	80	11		200000	<p>21. CW08D00126</p>	
FISCAL YEAR	FUND CODE	BUD. ACT.	DIV. OFC.	REG.	SUB.	POMS	AMOUNT												
X	A	CW	I	80	11		200000												

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE

OJP FORM 4000/2 (REV. 4-88)

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Department of Justice  
Office on Violence Against Women

**AWARD CONTINUATION  
SHEET**  
**Cooperative Agreement**

PAGE 2 OF 7

PROJECT NUMBER 2008-CW-AX-K020

AWARD DATE 09/18/2008

*SPECIAL CONDITIONS*

1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.
3. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, as further described in the current edition of the OJP Financial Guide, Chapter 19.
4. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government without the express prior written approval of OVW, in order to avoid violation of 18 USC § 1913. The recipient may, however, use federal funds to collaborate with and provide information to Federal, State, local, tribal and territorial public officials and agencies to develop and implement policies to reduce or eliminate domestic violence, dating violence, sexual assault, and stalking (as those terms are defined in 42 USC 13925(a)) when such collaboration and provision of information is consistent with the activities otherwise authorized under this grant program.
5. The grantee agrees to comply with all relevant statutory and regulatory requirements which may include, among other relevant authorities, the Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386, the Omnibus Crime Control and Safe Streets Act of 1968, 42 U.S.C 3711 et seq., the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, and OVW's implementing regulations at 28 CFR Part 90.
6. Approval of this award does not indicate approval of any consultant rate in excess of \$450 per day. A detailed justification must be submitted to and approved by the Office on Violence Against Women prior to obligation or expenditure of such funds.
7. The Director of OVW, upon a finding that there has been substantial failure by the grantee to comply with applicable laws, regulations, and/or the terms and conditions of the grant or cooperative agreement, will terminate or suspend until the Director is satisfied that there is no longer such failure, all or part of the grant or cooperative agreement, in accordance with the provisions of 28 CFR Part 18, as applicable mutatis mutandis.
8. The grantee agrees to submit one copy of all reports and proposed publications funded under this project not less than twenty (20) days prior to public release for OVW review. Prior review and approval of a report or publication is required if project funds are to be used to publish or distribute reports and publications developed under this grant.
9. The grantee agrees to submit semiannual progress reports that describe project activities during the reporting period. Progress reports must be submitted within 30 days after the end of the reporting periods, which are January 1-June 30 and July 1 - December 31 for the duration of the award. Future awards may be withheld if progress reports are delinquent. Grantees are required to submit this information online, through the Grants Management System (GMS), on the semi-annual progress report for the relevant OVW grant programs.



Department of Justice  
Office on Violence Against Women

**AWARD CONTINUATION  
SHEET**  
**Cooperative Agreement**

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PROJECT NUMBER 2008-CW-AX-K020

AWARD DATE 09/18/2008

*SPECIAL CONDITIONS*

10. The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion.
  
11. Pursuant to 28 CFR §66.34, the Office on Violence Against Women reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, in whole or in part (including in the creation of derivative works), for Federal Government purposes:
  - (a) any work that is subject to copyright and was developed under this award, subaward, contract or subcontract pursuant to this award; and
  - (b) any work that is subject to copyright for which ownership was purchased by a recipient, subrecipient or a contractor with support under this award.

In addition, the recipient (or subrecipient, contractor or subcontractor) must obtain advance written approval from the Office on Violence Against Women program manager assigned to this award, and must comply with all conditions specified by the program manager in connection with that approval before: 1) using award funds to purchase ownership of, or a license to use, a copyrighted work; or 2) incorporating any copyrighted work, or portion thereof, into a new work developed under this award.

It is the responsibility of the recipient (and of each subrecipient, contractor or subcontractor as applicable) to ensure that this condition is included in any subaward, contract or subcontract under this award.
  
12. A final report, which provides a summary of progress toward achieving the goals and objectives of the award, significant results, and any products developed under the award, is due 90 days after the end of the award. The Final Progress Report should be submitted to the Office on Violence Against Women through the Grants Management System with the Report Type indicated as "Final".
  
13. The grantee agrees that grant funds will not support activities that may compromise victim safety, such as: pre-trial diversion programs or the placement of offenders in such programs; mediation, couples counseling, family counseling or any other manner of joint victim-offender counseling; mandatory counseling for victims, forcing victims to testify against their abusers; or the placement of perpetrators in anger management programs.
  
14. All materials and publications (written, visual, or sound) resulting from award activities shall contain the following statements: "This project was supported by Grant No. \_\_\_\_\_ awarded by the Office on Violence Against Women, U.S. Department of Justice. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice, Office on Violence Against Women.



Department of Justice  
Office on Violence Against Women

**AWARD CONTINUATION  
SHEET**  
**Cooperative Agreement**

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PROJECT NUMBER 2008-CW-AX-K020

AWARD DATE 09/18/2008

*SPECIAL CONDITIONS*

15. Under the Government Performance and Results Act (GPRA) and VAWA 2000, grantees are required to collect and maintain data that measure the effectiveness of their grant-funded activities. Accordingly, the grantee agrees to submit semi-annual electronic progress reports on program activities and program effectiveness measures. Information that grantees must collect under GPRA and VAWA 2000 includes, but is not limited to: 1) number of persons served; 2) number of persons seeking services who could not be served; 3) number of supervised visitation and exchange centers supported by the program; 4) number of supervised visits between parents and children; and 5) number of supervised exchanges between parents and children.
16. Within 45 days after the end of any conference, meeting, retreat, seminar, symposium, training activity, or similar event funded under this award, and the total cost of which exceeds \$20,000 in award funds, the recipient must provide the program manager with the following information and itemized costs:
- 1) name of event;
  - 2) event dates;
  - 3) location of event;
  - 4) number of federal attendees;
  - 5) number of non-federal attendees;
  - 6) costs of event space, including rooms for break-out sessions;
  - 7) costs of audio visual services;
  - 8) other equipment costs (e.g., computer fees, telephone fees);
  - 9) costs of printing and distribution;
  - 10) costs of meals provided during the event;
  - 11) costs of refreshments provided during the event;
  - 12) costs of event planner;
  - 13) costs of event facilitators; and
  - 14) any other direct costs associated with the event.

The recipient must also itemize and report any of the following attendee (including participants, presenters, speakers) costs that are paid or reimbursed with cooperative agreement funds:

- 1) meals and incidental expenses (M&IE portion of per diem);
- 2) lodging;
- 3) transportation to/from event location (e.g., common carrier, privately owned vehicle (POV)); and
- 4) local transportation (e.g., rental car, POV) at event location.

Note that if any item is paid for with registration fees, or any other non-award funding, then that portion of the expense does not need to be reported.





Department of Justice  
Office on Violence Against Women

**AWARD CONTINUATION  
SHEET**  
**Cooperative Agreement**

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PROJECT NUMBER 2008-CW-AX-K020

AWARD DATE 09/18/2008

*SPECIAL CONDITIONS*

17. The Office on Violence Against Women (OVW) has elected to enter into a Cooperative Agreement with the County of Travis and its project partners to increase available supervised visitation and safe exchange services for victims of domestic violence, child abuse, sexual assault, teen dating violence, and stalking. This decision reflects a strong mutual interest in increasing the safety and well-being of victims and their children during supervised visitations and safe exchanges. The award recipient acknowledges that OVW will play a substantial role in shaping and monitoring the project.

STATEMENT OF FEDERAL INVOLVEMENT

The Office on Violence Against Women (OVW) will:

1. Provide the services of a Federal Program Specialist as a single point of contact for the administration of this cooperative agreement.
2. Monitor program development and implementation, and fulfill an oversight function regarding the project.
3. Review and approve content and format of the materials produced in conjunction with this project.
4. Provide input, re-direct the project as needed, and actively monitor the project by methods including but not limited to ongoing contact with the recipient.
5. Approve sites and dates of all project related activities.



Department of Justice  
Office on Violence Against Women

**AWARD CONTINUATION  
SHEET  
Cooperative Agreement**

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PROJECT NUMBER 2008-CW-AX-K020

AWARD DATE 09/18/2008

*SPECIAL CONDITIONS*

18. RECIPIENT RESPONSIBILITIES

The County of Travis will work collaboratively, in each step of the planning and implementation phases of the project, with SafePlace and the Travis County Courts.

Recipients will:

1. Work closely with OVW in the development and implementation of this project.
2. Ensure that a multi-disciplinary team participates in project development and implementation. The multi-disciplinary team should include representatives from the grantee agency, the state or local court, and the domestic violence/sexual assault agency. Representatives will participate in the consulting committee; attend meetings and institutes, as designated by OVW; and substantially participate in the planning and implementation of visitation and exchanges services as outlined by the grant program.
3. Identify a representative of the grantee agency to serve as project coordinator. This representative will substantially participate in all aspects of the grant project; coordinate development and implementation activities; and attend meetings and institutes, as designated by OVW.
4. Send project staff and collaborative partners to meetings and institutes, as designated by the Violence Against Women Office.
5. Limit the first 12 months to planning and development activities. These activities should include, but are not limited to: identifying and implementing security procedures; establishing a consulting committee; developing operating policies and procedures; conducting a needs assessment; and developing a strategic plan to enhance collaboration and service delivery.
6. Successfully complete all first year activities before continuing with implementation activities. All first year activities must be reviewed and approved by OVW.
7. Submit a strategic plan and a budget modification for years 2 & 3 of the project to OVW for review and approval. The budget modification must be directly related to the approved strategic plan. If the strategic plan and the budget modification are approved by OVW, an official Grant Adjustment Notice (GAN) will be submitted, by the Program Specialist, releasing the remaining grant funds. Remaining grant funds will be used to implement the activities outlined in the strategic plan, in accordance with all other terms and conditions of this agreement.
8. Work cooperatively and collaboratively with the Alliance of Local Service Organizations (ALSO), OVW's technical assistance provider for the Supervised Visitation Grant Program, throughout the term of this agreement.
9. Attend the New Grantee Orientation. The orientation will provide grant and financial management information, content training, and an opportunity for exchange and coalition building among award recipients.
10. Participate in all OVW funded technical assistance opportunities related to the Supervised Visitation Grant Program, including, but not limited to, grantee meetings, on-site technical assistance, and site visits.
11. Allocate project funds, as designated by the OVW for allowable costs to participate in OVW-sponsored technical assistance. Funds designated for OVW-sponsored technical assistance may not be used for any other purpose without prior approval of OVW. Technical assistance includes, but is not limited to, peer-to-peer consultations, focus groups, mentoring site visits, conferences and workshops conducted by OVW-designated technical assistance providers or OVW-designated consultants and contractors.



Department of Justice  
Office on Violence Against Women

**AWARD CONTINUATION  
SHEET**  
**Cooperative Agreement**

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PROJECT NUMBER 2008-CW-AX-K020

AWARD DATE 09/18/2008

*SPECIAL CONDITIONS*

19. RECIPIENT RESPONSIBILITIES continued:

12. Provide OVW with the agenda for any training seminars, workshops, or conferences not sponsored by OVW that project staff propose to attend using grant funds. The grantee must receive prior approval from OVW before using OVW grant funds to attend any training, workshops, or conferences not sponsored by OVW. To request approval, grantees must submit a Grant Adjustment Notice (GAN) request through the Grants Management System to OVW with a copy of the event's brochure, curriculum and/or agenda, a description of the hosts or trainers, and an estimated breakdown of costs. The GAN request should be submitted to OVW at least 20 days before registration for the event is due. Approval to attend non-OVW sponsored programs will be given on a case-by-case basis.
13. Develop adequate security measures, including but not limited to, adequate facilities, procedures, and personnel capable of preventing violence, for the operation of supervised visitation programs or safe visitation exchange.
14. Ensure that grant funds will be used to support supervised visitation and safe visitation exchange of children by and between parents in situations involving domestic violence, child abuse, sexual assault, or stalking. The grantee may not use grant funds to support individual counseling, family counseling, parent education, support groups or therapeutic supervision. The grantee may not mandate victims to parent education or other program services.
15. Ensure that grant funds will not be used to provide offsite or overnight visitation services. Offsite visitation includes, but is not limited to, any monitored visit between a child and a non-custodial parent that occurs outside the premises of the visitation center. Overnight visitation includes, but is not limited to, any monitored visit between a child and a non-custodial parent that occurs outside of the normal operating hours of the visitation center.
16. Develop formal affiliations with organizations that will be able to provide services and consultation to the programs in their work with children and parents. Accordingly, grantees must establish a consulting committee that includes experts in the following fields: child abuse and neglect, mental health, batterer's intervention, law enforcement, child protection services, and advocacy for victims of domestic violence, dating violence, stalking and sexual assault.
17. Agree that if fees are charged for use of programs or services, any fees charged must be based on the income of the individuals using the programs or services, unless otherwise provided by court order.
18. Ensure that the grant project is developed and implemented in a manner that is consistent with the Guiding Principles of the Supervised Visitation Program. The Guiding Principles embody the statutory requirements and objectives of the Supervised Visitation Program. They are intended to guide practice for OVW grantees. The standards and practices included within the Guiding Principles are considered to be good practice when addressing the needs of victims and their children. Centers funded under the Supervised Visitation Program can and are encouraged to go beyond the practices outline within the Guiding Principles.
20. The grantee may not draw down funds in excess of \$100,000. The grantee may use \$50,000 to participate in OVW-sponsored training and technical assistance events and \$50,000 to engage in planning activities, as described in the Terms and Conditions of this award. The grantee may not draw down the remaining funds until all planning activities required by OVW have been satisfactorily completed and approved by OVW, and a Grant Adjustment Notice (GAN) has been issued by the Program Office.
21. The recipient may not obligate, expend or draw down funds until the Office of the Comptroller has approved the budget and budget narrative and a Grant Adjustment Notice (GAN) has been issued to remove this special condition.



**Department of Justice**

*Office on Violence Against Women*

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Washington, D.C. 20531

**Memorandum To:** Official Grant File

**From:** Marnie R. Shiels, Environmental Coordinator

**Subject:** Categorical Exclusion for County of Travis

The Safe Havens: Supervised Visitation and Safe Exchange Grant Program (Supervised Visitation Program) was authorized as a two-year pilot program under the Violence Against Women Act of 2000 (VAWA 2000) to increase supervised visitation and exchange options for families with a history of domestic violence, child abuse, sexual assault or stalking. The Program was reauthorized in 2005 with the passage of the Violence Against Women and Department of Justice Reauthorization Act of 2005 (VAWA 2005). Eligible applicants for the program include states, Indian tribal governments, and units of local government. By statute, projects funded under the Supervised Visitation Program must demonstrate expertise in the area of family violence, provide a sliding fee scale for clients, demonstrate adequate security measures, and prescribe standards and protocols by which supervised visitation or safe exchanges will occur.

None of the following activities will be conducted under the OVW federal action:

1. New construction.
2. Any renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year floodplain.
3. A renovation which will change the basic prior use of a facility or significantly change its size.
4. Research and technology whose anticipated and future application could be expected to have an effect on the environment.
5. Implementation of a program involving the use of chemicals.

Consequently, the subject federal action meets the criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of the Code of Federal Regulations (adopted by OVW at 28 CFR § 0.122(b)).



Department of Justice  
Office on Violence Against Women

**GRANT MANAGER'S MEMORANDUM, PT. I:  
PROJECT SUMMARY**

**Cooperative Agreement**

PROJECT NUMBER 2008-CW-AX-K020	PAGE 1 OF 1
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This project is supported under 42 U.S.C. 10420 (OVW - Supervised Visitation)

**1. STAFF CONTACT (Name & telephone number)**

Michelle B. Dodge  
(202) 353-7345

**2. PROJECT DIRECTOR (Name, address & telephone number)**

Caryl C. Colburn  
Counseling and Education Services Director  
1101 Nucces  
Austin, TX 78701  
(512) 854-4618

**3a. TITLE OF THE PROGRAM**

OVW FY 08 Safe Havens: Supervised Visitation and Safe Exchange Grant Program

**3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)**

**4. TITLE OF PROJECT**

Travis County Safe Havens Collaboration

**5. NAME & ADDRESS OF GRANTEE**

County of Travis  
P.O. Box 1748  
Austin, TX 78767

**6. NAME & ADDRESS OF SUBGRANTEE**

**7. PROGRAM PERIOD**

FROM: 10/01/2008 TO: 09/30/2010

**8. BUDGET PERIOD**

FROM: 10/01/2008 TO: 09/30/2010

**9. AMOUNT OF AWARD**

\$ 200,000

**10. DATE OF AWARD**

09/18/2008

**11. SECOND YEAR'S BUDGET**

**12. SECOND YEAR'S BUDGET AMOUNT**

**13. THIRD YEAR'S BUDGET PERIOD**

**14. THIRD YEAR'S BUDGET AMOUNT**

**15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)**

The Safe Havens: Supervised Visitation and Safe Exchange Grant Program (Supervised Visitation Program) was authorized as a two-year pilot program under the Violence Against Women Act of 2000 to increase supervised visitation and exchange options for families with a history of domestic violence, child abuse, sexual assault or stalking. The Program was reauthorized in 2005 with the passage of the Violence Against Women Act 2005. Eligible applicants for the program include states, Indian tribal governments, and units of local government. By statute, projects funded under the Supervised Visitation Program must demonstrate expertise in the area of family violence, provide a sliding fee scale for clients, demonstrate adequate security measures, and prescribe standards and protocols by which supervised visitation or safe exchanges will occur.

The County of Travis and its collaborative partners, SafePlace and the Travis County Courts, will use this 24 month cooperative agreement to develop and implement a strategic plan to provide supervised visitation and safe exchanges of children by and between parents in situations involving domestic violence, dating violence, child abuse, sexual assault, and/or stalking. Specific activities during the project period will include: 1) conducting a community needs assessment; 2) establishing a consulting committee; 3) developing a referral system; 4) increasing communication with the local courts; and 5) developing operating policies and procedures. The County of Travis will act as the fiscal and implementing agency for the grant project.

CA/NCF

5

RECEIVED  
COUNTY JUDGE'S OFFICE

**Travis County Commissioners Court Agenda Request**

08 OCT 29 PM 3:30

Voting Session November 4, 2008  
(Date)

Work Session \_\_\_\_\_  
(Date)

**I. Request:**

Request made by: Alicia Perez, Executive Manager Phone # 854-9343  
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney.

Requested text:

Review and approve the immediate release of reimbursement payment to United Health Care for claims paid for participants in the Travis County Employee Health Care Fund for payment of \$278,558.66, for the period of October 17, 2008 to October 23, 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)

**TRAVIS COUNTY  
RECOMMENDATION FOR TRANSFER OF FUNDS**

**DATE:** November 4, 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:** October 17, 2008 to October 23, 2008

**REIMBURSEMENT REQUESTED FOR THIS PERIOD:** \$278,558.66

**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 \$278,558.66.

Please see the attached reports for supporting detail information.



**TRAVIS COUNTY  
HOSPITAL AND INSURANCE FUND  
SUPPORTING DETAIL FOR THE  
WEEKLY REIMBURSEMENT REQUEST TO  
COMMISSIONERS COURT  
FOR THE PAYMENT PERIOD  
OCTOBER 17, 2008 TO OCTOBER 23, 2008**

-

- Page 1. Detailed Recommendation to Travis County Auditor for transfer of funds.**
- Page 2. Notification of amount of request from United Health Care (UHC).**
- Page 3. Last page of the UHC Check Register for the Week.**
- Page 4. List of payments deemed not reimbursable.**
- Page 5. Journal Entry for the reimbursement.**

TRAVIS COUNTY  
RECOMMENDATION FOR TRANSFER OF FUNDS

DATE: November 4, 2008  
 TO: Susan Spataro, County Auditor  
 FROM: Dan Mansour, Risk Manager  
 COUNTY DEPT.: Human Resources Management Department (HRMD)

United Health Care (UHC) (Travis County's Third Party Administrator for our Self Insured Health Care Fund) has requested reimbursement for health care claim payments made on behalf of Travis County employees and their dependents as follows:

PERIOD OF PAYMENTS PAID:  
 FROM: October 17, 2008  
 TO: October 23, 2008

**REIMBURSEMENT REQUESTED: \$ 278,558.66**

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	\$ 1,099,959.72
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: October 28, 2008	\$ (821,392.23)
Corr October 21, 2008	\$ (9.00)
Adjust to balance per UHC	\$ 0.17
TOTAL REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:	\$ 278,558.66
PAYMENTS DEEMED NOT REIMBURSABLE	\$ -
TRANSFER OF FUNDS REQUESTED:	\$ 278,558.66

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

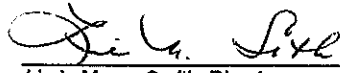
All claims over \$25,000 (1 this week totaling \$25,794.46) have been audited for data entry accuracy and the following information is correct for each claim audited: date of service, eligibility, nature of service, name of and amount billed by provider, amount billed by date and amount paid by UHC.

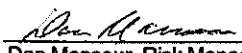
Fifteen percent (15%) of all claims under \$25,000 (\$39,674.54) have been audited for data entry accuracy and the following information is correct for each claim identified for this random review: date of service, eligibility, nature of service, name of and amount billed by provider, date and amount paid by UHC. Claims in this random audit met the above requirements but may qualify for more detailed analysis through other resources.

All claims have been reviewed to determine if they have exceeded the \$175,000 stop loss limit. For claims that have exceeded the limit, it has been verified that UHC has complied with the contract. This week credits for stop loss and other reimbursements totaled \$46,368.42.

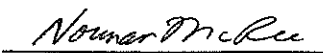
All claims submitted in this transfer have been audited to confirm accuracy of billing and legitimacy of claim under the service provisions of the health care contract and all are contractually legitimate, legally incurred and accurately billed claims.

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.

 10/28/08  
 Linda Moore Smith, Director Date

 10-28-08  
 Dan Mansour, Risk Manager Date

 10/29/08  
 Cindy Purinton, Benefit Contract Administrator Date

 10/28/08  
 Norman McRee, Financial Analyst Date

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

TO: NORMAN MCREE  
FAX NUMBER: (512) 854-3128  
PHONE: (512) 854-3828

FROM: UNITEDHEALTH GROUP  
AB5

NOTIFICATION OF AMOUNT OF REQUEST FOR: TRAVIS COUNTY

DATE: 2008-10-24 REQUEST AMOUNT: \$1,099,959.72

CUSTOMER ID: 00000701254  
CONTRACT NUMBER: 00701254 00709445  
BANK ACCOUNT NUMBER: 0475012038  
FUNDING ABA NUMBER: 021000021  
FREQUENCY: FRIDAY INITIATOR: CUST METHOD: ACH BASIS: BALANCE  
ADVICE FREQUENCY: DAILY

CALCULATION OF REQUEST AMOUNT

+ ENDING BANK ACCOUNT BALANCE FROM: 2008-10-23	\$867,282.39
- REQUIRED BALANCE TO BE MAINTAINED:	\$1,938,718.00
+ PRIOR DAY REQUEST:	\$00.00
- UNDER DEPOSIT:	\$1,071,435.61
+ CURRENT DAY NET CHARGE:	\$28,524.11
+ FUNDING ADJUSTMENTS:	\$00.00
REQUEST AMOUNT:	\$1,099,959.72

ACTIVITY FOR WORK DAY: 2008-10-17

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$56,342.42	\$00.00	\$56,342.42
TOTAL:	\$56,342.42	\$00.00	\$56,342.42

ACTIVITY FOR WORK DAY: 2008-10-20

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$56,874.77	\$00.00	\$56,874.77

UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2008\_10\_23

CONTR_NBR	PLN_ID	TRANS_AMT	SRS_DESG_NBR	CHK_NBR	GRP_ID	CLM_ACCT_NBR	ISS_DT	TRANS_TYP_CD	TRANS_DT	WK_END_DT
701254	632	1.7	Q7	11097596	A	3	10/20/2008	100	10/22/2008	10/23/2008
701254	632	1.68	UV	65968161	AF	11	10/7/2008	20	10/21/2008	10/23/2008
701254	632	1.62	UV	66387661	AI	11	10/7/2008	20	10/20/2008	10/23/2008
701254	632	0.9	UV	69152858	AH	8	10/10/2008	20	10/21/2008	10/23/2008
701254	632	0.28	UV	72009231	AH	1	10/15/2008	20	10/23/2008	10/23/2008
701254	632	-7.97	UT	83794432	AH	1	10/14/2008	50	10/20/2008	10/23/2008
701254	632	-9.3		26	110526	AE	1	10/20/2008	50	10/23/2008
701254	632	-23.07		25	133306	A	2	10/22/2008	50	10/24/2008
701254	632	-26.85	Q2	42774222	AA	1	4/7/2008	50	10/21/2008	10/23/2008
701254	632	-32		25	133332	AA	1	10/22/2008	50	10/24/2008
701254	632	-56.12	UV	22839611	AA	7	8/1/2008	50	10/20/2008	10/23/2008
701254	632	-94.5	UU	73670701	AH	1	10/16/2008	50	10/22/2008	10/23/2008
701254	632	-189	UU	34660861	AA	9	10/14/2008	50	10/20/2008	10/23/2008
701254	632	-748.5		26	110391	AE	7	10/20/2008	50	10/23/2008
701254	632	-920.7	US	35256152	AF	2	10/17/2008	50	10/23/2008	10/23/2008
701254	632	-1037.56	US	50193843	AF	2	10/17/2008	50	10/23/2008	10/23/2008
701254	632	-3990.7		26	110525	AA	1	10/20/2008	50	10/23/2008
701254	632	-15577.96		25	133387	AH	5	10/22/2008	50	10/24/2008
701254	632	-23654.19	Q3	440341	AH	5	10/17/2008	50	10/21/2008	10/23/2008

278,558.66

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

For the payment week ending: 10/23/2008

<i>CONTR_#</i>	<i>TRANS_AMT</i>	<i>SRS</i>	<i>CHK_#</i>	<i>GRP</i>	<i>CLAIM</i>	<i>ACCT#</i>	<i>ISS_DATE</i>	<i>TRANS</i>	<i>CODE</i>	<i>TRANS_DATE</i>
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**Total:** \$0.00

# Travis County - Hospital and Self Insurance Fund (526)

## Journal Entry for the Reimbursement to United Health Care

For the payment week ending: 10/23/2008

<b>TYPE</b>	<b>MEMBER TYPE</b>	<b>TRANS_AMT</b>
<b><i>CEPO</i></b>		
EE	526-1145-522.45-28	73,074.02
RD	526-1145-522.45-29	89.43
RR	526-1145-522.45-29	3,654.36
Total CEPO		\$76,817.81
<b><i>EPO</i></b>		
EE	526-1145-522.45-20	70,889.34
RR	526-1145-522.45-21	14,594.35
Total EPO		\$85,483.69
<b><i>PPO</i></b>		
EE	526-1145-522.45-25	103,262.65
RR	526-1145-522.45-26	12,994.51
Total PPO		\$116,257.16
Grand Total		\$278,558.66

# 6

**Travis County Commissioners Court Agenda Request**

Voting Session 11/4/08  
(Date)

Work Session \_\_\_\_\_  
(Date)

**I. Request made by:**

Alicia Perez, Executive Manager, Administrative Operations Phone # 854-9343  
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

Routine Personnel Actions

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

**II. Additional Information**

- A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (original and eight copies of request and backup).
- B. List all of the agencies or official names and telephone numbers that might be affected or be involved with the request. Send a copy of request and backup to each party listed.

**III. Required Authorizations:** Please check if applicable:

\_\_\_\_\_ Planning and Budget Office (854-9106)

\_\_\_\_\_ Human Resources Management Department (854-9165)

\_\_\_\_\_ Purchasing Office (854-9700)

\_\_\_\_\_ County Attorney's Office (854-9415)

\_\_\_\_\_ County Auditor's Office (854-9125)



# HRMD

*Human Resources Management Department*

1010 Lavaca Street, 2<sup>nd</sup> Floor

• P.O. Box 1748

• Austin, Texas 78767

• (512) 854-9165 / FAX(512) 854-4203

**November 4, 2008**

**ITEM # :**

**DATE:** October 24, 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 *LMS/LAS*

**SUBJECT:** Weekly Personnel Amendments

Attached are Personnel Amendments for Commissioners Court approval.

**Routine Personnel Actions – Pages 2 – 8.**

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**

<b>NEW HIRES</b>				
<b>Dept.</b>	<b>Slot</b>	<b>Position Title</b>	<b>Dept. Requests Level/Salary</b>	<b>HRMD Recommends Level/Salary</b>
Fac Mgmt	23	Building Maint Worker	9 / \$26,644.80	9 / \$26,644.80
Juvenile Court	371	Juvenile Probation Ofcr II**	15 / \$35,339.20	15 / \$35,339.20
Sheriff	314	Cadet**	80 / Step 1 / \$33,750.91	80 / Step 1 / \$33,750.91
Sheriff	618	Building Maint Worker Sr	11 / Midpoint / \$31,571.49	11 / Midpoint / \$31,571.49
Sheriff	626	Telecomm 9-1-1 Spec**	14 / Level 5 / \$36,296.00	14 / Level 5 / \$36,296.00
Sheriff	1669	Security Coord	12 / Midpoint / \$33,777.95	12 / Midpoint / \$33,777.95
* Temporary to Regular			** Actual vs Authorized	

<b>TEMPORARY APPOINTMENTS</b>					
<b>Dept.</b>	<b>Slot</b>	<b>Position Title</b>	<b>Dept. Requests Grade/Salary</b>	<b>HRMD Recommends Grade/Salary</b>	<b>**Temporary Status Type Code</b>
County Clerk	23218	Elec Clk – Operations II	10 / \$12.00	10 / \$12.00	02
County Clerk	23219	Elec Clk – Operations II	10 / \$12.00	10 / \$12.00	02
County Clerk	23220	Elec Clk – Operations II	10 / \$12.00	10 / \$12.00	02
County Clerk	23221	Elec Clk – Operations II	10 / \$12.00	10 / \$12.00	02
County Clerk	23225	Elec Clk – Operations II	10 / \$12.00	10 / \$12.00	02
County Clerk	23230	Elec Clk – Operations II	10 / \$12.00	10 / \$12.00	02
County Clerk	23239	Elec Clk – Operations Clk III	12 / \$14.00	12 / \$14.00	02
Juvenile Court	50173	Juvenile Detention Ofcr Asst	11 / \$12.39	11 / \$12.39	05
**Temporary Status Type Codes: (Temporary less than 6 mos. = 02) (Project Worker more than 6 mos. = 05, includes Retirement Benefits).					

<b>TEMPORARY PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS</b>				
<b>Dept. (From)</b>	<b>Slot – Position Title – Salary</b>	<b>Dept. (To)</b>	<b>Slot – Position Title – Salary</b>	<b>Comments</b>
<b>County Clerk</b>	Slot 20010 / Elec Clk – Operations Clk IV / Grd 11 / \$13.00♦	<b>County Clerk</b>	Slot 23288 / Elec Clk – Operations Clk III / Grd 12 / \$14.00	Election worker reassignment.
<b>County Clerk</b>	Slot 20017 / Elec Clk – Operations Clk IV / Grd 11 / \$13.00♦	<b>County Clerk</b>	Slot 23263 / Elec Clk – Operations Clk III / Grd 12 / \$14.00	Election worker reassignment.
<b>County Clerk</b>	Slot 20022 / Elec Clk – Operations Clk IV / Grd 11 / \$13.00♦	<b>County Clerk</b>	Slot 23290 / Elec Clk – Operations Clk III / Grd 12 / \$14.00	Election worker reassignment.
<b>County Clerk</b>	Slot 20032 / Elec Clk – Operations Clk IV / Grd 11 / \$13.00♦	<b>County Clerk</b>	Slot 23286 / Elec Clk – Operations Clk III / Grd 12 / \$14.00	Election worker reassignment.
<b>County Clerk</b>	Slot 20041 / Elec Clk – Operations Clk IV / Grd 11 / \$13.00♦	<b>County Clerk</b>	Slot 23265 / Elec Clk – Operations Clk III / Grd 12 / \$14.00	Election worker reassignment.
<b>County Clerk</b>	Slot 20059 / Elec Clk – Operations Clk IV / Grd 11 / \$13.00♦	<b>County Clerk</b>	Slot 23279 / Elec Clk – Operations Clk III / Grd 12 / \$14.00	Election worker reassignment.
<b>County Clerk</b>	Slot 20093 / Elec Clk – Operations Clk IV / Grd 11 / \$13.00♦	<b>County Clerk</b>	Slot 23293 / Elec Clk – Operations Clk III / Grd 12 / \$14.00	Election worker reassignment.
<b>County Clerk</b>	Slot 20119 / Elec Clk – Operations Clk V / Grd 13 / \$15.00♦	<b>County Clerk</b>	Slot 20439 / Elec Clk – Operations Clk IV / Grd 14 / \$16.00	Election worker reassignment.
<b>County Clerk</b>	Slot 20201 / Elec Clk – Operations Clk IV / Grd 11 / \$13.00♦	<b>County Clerk</b>	Slot 23283 / Elec Clk – Operations Clk III / Grd 12 / \$14.00	Election worker reassignment.
<b>County Clerk</b>	Slot 20222 / Elec Clk – Operations Clk IV / Grd 11 / \$13.00♦	<b>County Clerk</b>	Slot 23269 / Elec Clk – Operations Clk III / Grd 12 / \$14.00	Election worker reassignment.
<b>County Clerk</b>	Slot 20236 / Elec Clk – Operations Clk IV / Grd 11 / \$13.00♦	<b>County Clerk</b>	Slot 23260 / Elec Clk – Operations Clk III / Grd 12 / \$14.00	Election worker reassignment.
<b>County Clerk</b>	Slot 20239 / Elec Clk – Operations Clk IV / Grd 11 / \$13.00♦	<b>County Clerk</b>	Slot 23248 / Elec Clk – Operations Clk III / Grd 12 / \$14.00	Election worker reassignment.
<b>County Clerk</b>	Slot 20316 / Elec Clk – Operations Clk V / Grd 13 / \$15.00♦	<b>County Clerk</b>	Slot 20438 / Elec Clk – Operations Clk IV / Grd 14 / \$16.00	Election worker reassignment.
<b>♦ FY 08 JA Project Pay Grade prior to 10/1/08 implementation</b>				

**TEMPORARY PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS**

<b>Dept. (From)</b>	<b>Slot – Position Title – Salary</b>	<b>Dept. (To)</b>	<b>Slot – Position Title – Salary</b>	<b>Comments</b>
<b>County Clerk</b>	Slot 20329 / Elec Clk – Operations Clk IV / Grd 11 / \$13.00♦	<b>County Clerk</b>	Slot 23281 / Elec Clk – Operations Clk III / Grd 12 / \$14.00	Election worker reassignment.
<b>County Clerk</b>	Slot 20331 / Elec Clk – Operations Clk IV / Grd 11 / \$13.00♦	<b>County Clerk</b>	Slot 23285 / Elec Clk – Operations Clk III / Grd 12 / \$14.00	Election worker reassignment.
<b>County Clerk</b>	Slot 20333 / Elec Clk – Operations Clk IV / Grd 11 / \$13.00♦	<b>County Clerk</b>	Slot 23278 / Elec Clk – Operations Clk III / Grd 12 / \$14.00	Election worker reassignment.
<b>County Clerk</b>	Slot 20438 / Elec Clk – Operations Clk IV / Grd 11 / \$13.00♦	<b>County Clerk</b>	Slot 23259 / Elec Clk – Operations Clk III / Grd 12 / \$14.00	Election worker reassignment.
<b>County Clerk</b>	Slot 20439 / Elec Clk – Operations Clk IV / Grd 11 / \$13.00♦	<b>County Clerk</b>	Slot 23270 / Elec Clk – Operations Clk III / Grd 12 / \$14.00	Election worker reassignment.
<b>County Clerk</b>	Slot 20442 / Elec Clk – Operations Clk IV / Grd 11 / \$13.00♦	<b>County Clerk</b>	Slot 23289 / Elec Clk – Operations Clk III / Grd 12 / \$14.00	Election worker reassignment.
<b>County Clerk</b>	Slot 20444 / Elec Clk – Operations Clk IV / Grd 11 / \$13.00♦	<b>County Clerk</b>	Slot 23268 / Elec Clk – Operations Clk III / Grd 12 / \$14.00	Election worker reassignment.
<b>County Clerk</b>	Slot 20445 / Elec Clk – Operations Clk IV / Grd 11 / \$13.00♦	<b>County Clerk</b>	Slot 23282 / Elec Clk – Operations Clk III / Grd 12 / \$14.00	Election worker reassignment.
<b>County Clerk</b>	Slot 20446 / Elec Clk – Operations Clk IV / Grd 11 / \$13.00♦	<b>County Clerk</b>	Slot 23271 / Elec Clk – Operations Clk III / Grd 12 / \$14.00	Election worker reassignment.
<b>County Clerk</b>	Slot 20448 / Elec Clk – Operations Clk IV / Grd 11 / \$13.00♦	<b>County Clerk</b>	Slot 23258 / Elec Clk – Operations Clk III / Grd 12 / \$14.00	Election worker reassignment.
<b>County Clerk</b>	Slot 20451 / Elec Clk – Operations Clk IV / Grd 11 / \$13.00♦	<b>County Clerk</b>	Slot 23251 / Elec Clk – Operations Clk III / Grd 12 / \$14.00	Election worker reassignment.
<b>County Clerk</b>	Slot 20453 / Elec Clk – Operations Clk IV / Grd 11 / \$13.00♦	<b>County Clerk</b>	Slot 23264 / Elec Clk – Operations Clk III / Grd 12 / \$14.00	Election worker reassignment.
<b>County Clerk</b>	Slot 20455 / Elec Clk – Operations Clk IV / Grd 11 / \$13.00♦	<b>County Clerk</b>	Slot 23266 / Elec Clk – Operations Clk III / Grd 12 / \$14.00	Election worker reassignment.
<b>County Clerk</b>	Slot 20458 / Elec Clk – Operations Clk IV / Grd 11 / \$13.00♦	<b>County Clerk</b>	Slot 23292 / Elec Clk – Operations Clk III / Grd 12 / \$14.00	Election worker reassignment.

♦ FY 08 JA Project Pay Grade prior to 10/1/08 implementation

<b>TEMPORARY PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS</b>				
<b>Dept. (From)</b>	<b>Slot – Position Title – Salary</b>	<b>Dept. (To)</b>	<b>Slot – Position Title – Salary</b>	<b>Comments</b>
County Clerk	Slot 20460 / Elec Clk – Operations Clk IV / Grd 11 / \$13.00♦	County Clerk	Slot 23275 / Elec Clk – Operations Clk III / Grd 12 / \$14.00	Election worker reassignment.
County Clerk	Slot 20462 / Elec Clk – Operations Clk IV / Grd 11 / \$13.00♦	County Clerk	Slot 23252 / Elec Clk – Operations Clk III / Grd 12 / \$14.00	Election worker reassignment.
County Clerk	Slot 20465 / Elec Clk – Operations Clk IV / Grd 11 / \$13.00♦	County Clerk	Slot 23287 / Elec Clk – Operations Clk III / Grd 12 / \$14.00	Election worker reassignment.
County Clerk	Slot 20467 / Elec Clk – Operations Clk IV / Grd 11 / \$13.00♦	County Clerk	Slot 23250 / Elec Clk – Operations Clk III / Grd 12 / \$14.00	Election worker reassignment.
County Clerk	Slot 20468 / Elec Clk – Operations Clk IV / Grd 11 / \$13.00♦	County Clerk	Slot 23272 / Elec Clk – Operations Clk III / Grd 12 / \$14.00	Election worker reassignment.
County Clerk	Slot 20469 / Elec Clk – Operations Clk V / Grd 13 / \$15.00♦	County Clerk	Slot 20442 / Elec Clk – Operations Clk IV / Grd 14 / \$16.00	Election worker reassignment.
County Clerk	Slot 20479 / Elec Clk – Operations Clk IV / Grd 11 / \$13.00♦	County Clerk	Slot 23276 / Elec Clk – Operations Clk III / Grd 12 / \$14.00	Election worker reassignment.
County Clerk	Slot 20480 / Elec Clk – Operations Clk IV / Grd 11 / \$13.00♦	County Clerk	Slot 23257 / Elec Clk – Operations Clk III / Grd 12 / \$14.00	Election worker reassignment.
County Clerk	Slot 20486 / Elec Clk – Operations Clk IV / Grd 11 / \$13.00♦	County Clerk	Slot 23261 / Elec Clk – Operations Clk III / Grd 12 / \$14.00	Election worker reassignment.
County Clerk	Slot 20492 / Elec Clk – Operations Clk IV / Grd 11 / \$13.00♦	County Clerk	Slot 23262 / Elec Clk – Operations Clk III / Grd 12 / \$14.00	Election worker reassignment.
County Clerk	Slot 20498 / Elec Clk – Operations Clk IV / Grd 11 / \$13.00♦	County Clerk	Slot 23267 / Elec Clk – Operations Clk III / Grd 12 / \$14.00	Election worker reassignment.
County Clerk	Slot 20524 / Elec Clk – Operations Clk IV / Grd 11 / \$13.00♦	County Clerk	Slot 23274 / Elec Clk – Operations Clk III / Grd 12 / \$14.00	Election worker reassignment.
County Clerk	Slot 20580 / Elec Clk – Operations Clk IV / Grd 11 / \$13.00♦	County Clerk	Slot 23273 / Elec Clk – Operations Clk III / Grd 12 / \$14.00	Election worker reassignment.
County Clerk	Slot 20581 / Elec Clk – Operations Clk IV / Grd 11 / \$13.00♦	County Clerk	Slot 23277 / Elec Clk – Operations Clk III / Grd 12 / \$14.00	Election worker reassignment.

♦ FY 08 JA Project Pay Grade prior to 10/1/08 implementation

**TEMPORARY PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS**

Dept. (From)	Slot – Position Title – Salary	Dept. (To)	Slot – Position Title – Salary	Comments
County Clerk	Slot 20582 / Elec Clk – Operations Clk IV / Grd 11 / \$13.00♦	County Clerk	Slot 23253 / Elec Clk – Operations Clk III / Grd 12 / \$14.00	Election worker reassignment.
County Clerk	Slot 20596 / Elec Clk – Operations Clk IV / Grd 11 / \$13.00♦	County Clerk	Slot 23280 / Elec Clk – Operations Clk III / Grd 12 / \$14.00	Election worker reassignment.
County Clerk	Slot 20599 / Elec Clk – Operations Clk IV / Grd 11 / \$13.00♦	County Clerk	Slot 23284 / Elec Clk – Operations Clk III / Grd 12 / \$14.00	Election worker reassignment.
County Clerk	Slot 20600 / Elec Clk – Operations Clk IV / Grd 11 / \$13.00♦	County Clerk	Slot 23255 / Elec Clk – Operations Clk III / Grd 12 / \$14.00	Election worker reassignment.
County Clerk	Slot 20622 / Elec Clk – Operations Clk IV / Grd 11 / \$13.00♦	County Clerk	Slot 23254 / Elec Clk – Operations Clk III / Grd 12 / \$14.00	Election worker reassignment.
County Clerk	Slot 20634 / Elec Clk – Operations Clk V / Grd 13 / \$15.00♦	County Clerk	Slot 20440 / Elec Clk – Operations Clk IV / Grd 14 / \$16.00	Election worker reassignment.
County Clerk	Slot 20635 / Elec Clk – Operations Clk V / Grd 13 / \$15.00♦	County Clerk	Slot 20437 / Elec Clk – Operations Clk IV / Grd 14 / \$16.00	Election worker reassignment.
County Clerk	Slot 23015 / Elec Clk – Operations Clk IV / Grd 11 / \$13.00♦	County Clerk	Slot 23291 / Elec Clk – Operations Clk III / Grd 12 / \$14.00	Election worker reassignment.
County Clerk	Slot 23017 / Elec Clk – Operations Clk V / Grd 13 / \$15.00♦	County Clerk	Slot 20444 / Elec Clk – Operations Clk IV / Grd 14 / \$16.00	Election worker reassignment.
County Clerk	Slot 90002 / Elec Clk – Operations Clk V / Grd 13 / \$15.00♦	County Clerk	Slot 20441 / Elec Clk – Operations Clk IV / Grd 14 / \$16.00	Election worker reassignment.
JP Pct 2	Slot 50025 / Accounting Clerk / Grd 11 / \$12.39	JP Pct 2	Slot 50025 / Accounting Clerk / Grd 11 / \$14.25	Hourly rate change.

♦ FY 08 JA Project Pay Grade prior to 10/1/08 implementation

**CAREER LADDERS – POPS**

Dept.	Slot	Current Position Title/Grade	New Position Title/Grade	Current Annual Salary	Proposed Annual Salary	Comments Current HRMD Practice
Sheriff	388	Corrections Officer* / Grd 81	Corrections Officer Sr / Grd 83	\$38,737.92	\$42,107.10	Career Ladder. Peace Officer Pay Scale (POPS).

\* Actual vs Authorized

<b>CAREER LADDERS – POPS</b>						
<b>Dept.</b>	<b>Slot</b>	<b>Current Position Title/Grade</b>	<b>New Position Title/Grade</b>	<b>Current Annual Salary</b>	<b>Proposed Annual Salary</b>	<b>Comments Current HRMD Practice</b>
<b>Sheriff</b>	461	Corrections Officer* / Grd 81	Corrections Officer Sr / Grd 83	\$38,737.92	\$42,107.10	Career Ladder. Peace Officer Pay Scale (POPS).
<b>Sheriff</b>	841	Cadet* / Grd 80	Corrections Officer* / Grd 81	\$33,750.91	\$38,737.92	Career Ladder. Peace Officer Pay Scale (POPS).
<b>Sheriff</b>	957	Cadet* / Grd 80	Corrections Officer* / Grd 81	\$33,750.91	\$38,737.92	Career Ladder. Peace Officer Pay Scale (POPS).
<b>Sheriff</b>	1567	Cadet* / Grd 80	Corrections Officer* / Grd 81	\$33,750.91	\$38,737.92	Career Ladder. Peace Officer Pay Scale (POPS).
<b>* Actual vs Authorized</b>						

<b>CAREER LADDERS – NON-POPS</b>						
<b>Dept.</b>	<b>Slot</b>	<b>Current Position Title/Grade</b>	<b>New Position Title/Grade</b>	<b>Current Annual Salary</b>	<b>Proposed Annual Salary</b>	<b>Comments Current HRMD Practice</b>
<b>Sheriff</b>	175	Counselor* / Grd 15	Counselor Sr / Grd 16	\$37,630.51	\$39,512.04	Career Ladder. Pay is between min and midpoint of pay grade.
<b>* Actual vs Authorized</b>						

<b>PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS</b>				
<b>Dept. (From)</b>	<b>Slot – Position Title – Grade – Salary</b>	<b>Dept. (To)</b>	<b>Slot – Position Title – Grade – Salary</b>	<b>Comments</b>
<b>Constable 3</b>	Slot 6 / Court Clerk II / Grd 15 / \$50,646.54	<b>Constable 3</b>	Slot 6 / Court Clerk II / Grd 15 / \$42,396.81	Temporary assignment completed, returned to previous position.
<b>Constable 3</b>	Slot 10 / Deputy Constable* / Grd 61 / Full-time \$44,275.30	<b>Constable 3</b>	Slot 10 / Deputy Constable* / Grd 61 / Part-time \$26,565.18	Status change from full-time to part-time (40 hrs to 24 hrs).
<b>* Actual vs Authorized</b>				

<b>PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS</b>				
<b>Dept. (From)</b>	<b>Slot – Position Title – Grade – Salary</b>	<b>Dept. (To)</b>	<b>Slot – Position Title – Grade – Salary</b>	<b>Comments</b>
<b>County Clerk</b>	Slot 60009 / Elec Clk – Elc S P Tmps Bus An I / Grd 21 / \$54,536.15	<b>County Clerk</b>	Slot 134 / Business Analyst I / Grd 21 / \$54,536.15	Lateral transfer. Employee transferred to different slot, different position, same department, same pay grade, retains current pay.
<b>CSCD</b>	Slot 87 / Probation Officer II / Grd 15 / \$35,363.42	<b>CSCD</b>	Slot 459 / Probation Officer II / Grd 15 / \$35,363.42	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
<b>JP Pct 3</b>	Slot 18 / Office Asst / Grd 8 / \$23,780.02	<b>JP Pct 3</b>	Slot 10 / Court Clerk I / Grd 13 / \$29,501.26	Promotion. Pay is at minimum of pay grade.
<b>Juvenile Court</b>	Slot 371 / Juvenile Probation Ofcr III / Grd 16 / \$37,576.75	<b>Juvenile Court</b>	Slot 335 / Juvenile Probation Ofcr II / Grd 15 / \$35,697.91	Voluntary job change. Pay is between min and midpoint of pay grade.
<b>Sheriff</b>	Slot 373 / Detective Law Enforcement / Grd 75 / \$79,292.93	<b>Sheriff</b>	Slot 1765 / Sergeant Law Enforcement / Grd 76 / \$87,028.03	Promotion. Peace Office Pay Scale (POPS).
<b>* Actual vs Authorized</b>				

**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. 11<sup>th</sup> Street, Room 400 Austin, Texas 78701 (512) 854-9700 Fax (512) 854-9185

7

Approved by: \_\_\_\_\_

*Cyd V. Grimes 10/24/08 JAB*

**Voting Session: Tuesday, November 04, 2008**

**REQUESTED ACTION:** APPROVE MODIFICATION NO. 2 TO CONTRACT PS070350VR, SAMARITAN CENTER FOR THE MENTAL HEALTH YOUTH PROGRAM AND FAMILIES (JUVENILE PROBATION).

**Points of Contact:**

**Purchasing:** Vania Ramaekers

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

**County Attorney (when applicable):** Jim Connolly

**County Planning and Budget Office:** Leroy Nellis

**County Auditor's Office:** Susan Spataro and Jose Palacios

**Other:** N/A

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

This contract is for the provision of Psychological/Counseling Services for the Juvenile Probation Collaborative Opportunities for Positive Experience (COPE) program.

This modification replaces the current Attachment A Scope of Services and Attachment B Fee Schedule to reflect the addition of a temporary LPC counseling session reduced fee and qualification requirements definition. This contract is to be used on an as needed basis.

Modification No.1 replaced the current Attachment A Scope of Services and Attachment B Fee Schedule to reflect the addition of initial mental health assessment services and associated fees.

- **Contract Expenditures:** Within the last 12 months \$840.00 has been spent against this contract.

Not applicable

➤ **Contract-Related Information:**

Award Amount: **As Needed** (Estimated quantity)

Contract Type: (Professional Services Agreement)

Contract Period: 09/11/07 - 9/30/08 (auto renewal)



➤ **Contract Modification Information:**

Modification Amount: \$0.00 (Firm Amount) (Add'l. comments)

Modification Type: N/A

Modification Period:

➤ **Solicitation-Related Information:**

Solicitations Sent: N/A

Responses Received: N/A

HUB Information: Not Applicable

% HUB Subcontractor: N/A

➤ **Special Contract Considerations:**

Award has been protested; interested parties have been notified.

Award is not to the lowest bidder; interested parties have been notified.

Comments:

➤ **Funding Information:**

Purchase Requisition in H.T.E.: N/A

Funding Account(s): **623-4514-593-6099**

Comments: **Contract will be used on an as need basis**

➤ **Statutory Verification of Funding:**

Contract Verification Form: Funds Verified \_\_\_\_\_ Not Verified \_\_\_\_\_ by Auditor.

**MODIFICATION OF CONTRACT NUMBER: PS070350VR -** **PAGE 1 OF 4 PAGES**  
**Psychological/Counseling**  
**& Assessment Services**

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: Vania Ramaekers TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: <b>October 09, 2008</b>
ISSUED TO: <b>Samaritan Center</b> <b>5425 A. Burnet Road</b> <b>Austin Texas 78756</b>	MODIFICATION NO.: <b>2</b>	EXECUTED DATE OF ORIGINAL CONTRACT: <b>September 16, 2007</b>
ORIGINAL CONTRACT TERM DATES: 09/16/07 - 09/30/08		CURRENT CONTRACT TERM DATES: 10/01/08 - <u>until terminated</u>

**FOR TRAVIS COUNTY INTERNAL USE ONLY:**  
 Original Contract Amount: On as needed basis      Current Modified Amount \$ on as needed basis

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

In accordance with Section 14.0 Amendments/Modifications of the current contract, the following attachments will be modified as follows:

- a. Delete Attachment "A" "Scope of Services in its entirety and replace it with the attached revised Attachment "A" dated October 09, 2008.
- b. Delete Attachment "B" Fee Schedule in its entirety and replace it with Revised Attachment "B" dated October 09, 2008.

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TRAVIS COUNTY  
2008 OCT 20 AM 9:16  
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OFFICE

**Note to Vendor:**  
 Complete and execute (sign) your portion of the signature block section below for all copies and return all signed copies to Travis County.  
 DO NOT execute and return to Travis County. Retain for your records.

LEGAL BUSINESS NAME: <u>Samaritan Center for Counseling &amp; Pastoral Care</u> BY: <u>Nancy Blauch</u> SIGNATURE BY: <u>Nancy Blauch</u> PRINT NAME TITLE: <u>Executive Director</u> ITS DULY AUTHORIZED AGENT	<input type="checkbox"/> DBA <input type="checkbox"/> CORPORATION <input checked="" type="checkbox"/> OTHER DATE: <u>10/14/08</u>
TRAVIS COUNTY, TEXAS BY: <u>Cyd V. Grimes</u> CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	DATE: <u>10/24/08</u>
TRAVIS COUNTY, TEXAS BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	DATE: _____

**Attachment A**  
**Scope of Services**  
**Revised as of October 09, 2008**

CONTRACTOR shall provide professional confidential counseling services and mental health assessments for youth identified and referred by the Travis County Juvenile Probation hereinafter "Department," in coordination with the Collaborative Opportunities for Positive Experience (COPE) Mental Health Court, as described below.

1. Youth will be identified and referred to CONTRACTOR by the Department for counseling services and mental health assessments.
2. The Department will designate whether counseling services and/or mental health assessments are to be provided to each youth referred and CONTRACTOR will only provide the service(s) as designated.
3. CONTRACTOR will give these youth and their family's priority in scheduling appointments for an assessments or counseling when possible.
4. CONTRACTOR agrees to contact the COPE Coordinator within twenty-four (24) hours when a family does not attend a scheduled appointment or a counseling session is cancelled.
5. CONTRACTOR may terminate services, if the family cancels or does not appear at two scheduled appointments or sessions.
6. CONTRACTOR agrees that no payment will be provided for mental health assessment appointments or counseling sessions that do not occur, regardless of advance cancellation or failure to appear by client.
7. If counseling services are designated by Department, then CONTRACTOR shall provide counseling services to youth participants of COPE during individual or family sessions, as follows.
  - 7.1 Sessions will be conducted in the client's home, whenever possible, or, alternatively, in the CONTRACTOR'S office.
  - 7.2 The first session will be provided within five (5) working days after the initial intake.
  - 7.3 Each session will be fifty (50) minutes in length and be private.
  - 7.4 Sessions will be therapeutic in nature with the goal of reducing parental conflict, establishing or reestablishing parent-child relationships, teach coping and problem solving skills to the youth and address specific goals in the COPE Individual/family case plan or any goals set forth by CONTRACTOR.
  - 7.5 Sessions will be scheduled weekly, unless CONTRACTOR deems appropriate to modify frequency.
  - 7.6 All sessions will be completed within six (6) months of the initial intake session.
  - 7.7 CONTRACTOR will notify the COPE Coordinator within forty-eight (48) hours when sessions are decreased due to either progress of therapy or termination of therapy.
  - 7.8 At no time shall the number of sessions provided per client exceed twelve (12) unless CONTRACTOR obtains written authorization from Department.

- 7.9 CONTRACTOR will provide a weekly progress report using a form supplied by the Department. These progress reports will address the youth and/or their family's compliance in keeping appointments and report and failure to appear for scheduled appointments. The counselor will also provide any information on the youth's progress with therapy.
  - 7.10 CONTRACTOR will attend the youth's family meetings with the COPE Mental Health Court if his/her schedule permits. Attendance at these meetings is not considered a counseling session and is not subject to payment by the Department.
  - 7.11 CONTRACTOR will provide a final progress report that will include outcome information developed through Contractor's use of the Youth Self-Report (YSR) tool and the Child Behavior Checklist (CBCL) within 48 hours after the final counseling session. This post services mental health assessment is anticipated to be shorter than an initial mental health assessment described below.
8. If an initial Mental Health Assessment is designated by Department, then CONTRACTOR shall provide a comprehensive Mental Health Assessment as follows.
- 8.1 Schedule the Mental Health Assessment appointment for the youth within five (5) working days of the referral.
  - 8.2 Complete a Mental Health Assessment to include a comprehensive clinical interview with the youth and parent (if parent is available), and administration of the Youth Self-Report (YSR) to the youth and the Child Behavior Checklist (CBCL) to the parent (if parent is available).
  - 8.3 Review preliminary background information regarding the youth provided by Department and incorporates into final written report.
  - 8.4 Score and interpret the Youth Self-Report (YSR) and Child Behavior Checklist (CBCL), and prepare a written report using the Department format to include background information, behavioral observations, test results, case conceptualization, diagnostic impressions, and treatment recommendations.
  - 8.5 Complete and provide final written report to Department within seventy two (72) business hours of completion of the interview.

### **REQUIREMENTS**

1. CONTRACTOR agrees to purchase and use the Youth Self Report (YSR) and Child Behavior Checklist (CBCL) forms, as well as the scoring software from Achenbach System of Empirically Based Assessment (ASEBA).
2. Department agrees to provide training to CONTRACTOR regarding the interview, administration, scoring and interpretation of the Youth Self Report (YSR) and Child Behavior Checklist (CBCL) forms and format of the final written report.
3. Professionals from the Samaritan Center that will be assigned to the youth referrals for this contract will have:
  - 3.1. A Masters Degree or higher,
  - 3.2. An active State of Texas certification and
  - 3.3. A minimum of 3 years experience with adolescent counseling
  - 3.4 **Temporary LPC License (these are individuals that have completed their graduate degree and passed their exam)**

**ATTACHMENT B**  
**FEE SCHEDULE**  
**Revised as of October, 2008**

For and in consideration of Contractor Samaritan Center's full and satisfactory performance of the services and activities described in the Scope of Services Attachment A, revised as of May 12, 2008, Travis County shall pay Contractor at a rate of:

Individual Counseling Session (50 minute in length)	\$65.00 for each 50 minute session
Post Services mental Health Assessment and final Report	\$80.00 for each
Initial Mental Health Assessment	\$275.00 per assessment (up to 4 hours )
<b>Temporary LPC Counseling Session (50 minute in length)</b>	<b>\$55.00 for each 50 minute session</b>

Contractor will not be paid for sessions scheduled but not provided, even in circumstances when the client does not appear for a scheduled appointment.

Sessions will be held with the child privately or with the child's family. The cost per session does not change.



# 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

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2008 OCT -7 AM 9:27  
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**TO:** Cyd Grimes  
Purchasing Agent

**FROM:** Estela P. Medina  
Estela P. Medina  
Chief Juvenile Probation Officer

**RE:** Contract Number PS070350VR – Samaritan Center

**DATE:** September 30, 2008 10/3/08

Travis County Juvenile Probation is currently contracting with Samaritan Center to provide services for Juvenile Offenders, for Psychological/Counseling and Assessment Services for our Collaborative Opportunities for Positive Experience (COPE) Division.

We are requesting a modification to the contract to add staff that has a temporary LPC license to provide individual or family counseling at a rate of \$55.00 for each counseling session. The staff have completed their graduate degree and passed their exam. Including the temporary licensed staff will allow additional therapist to work with the COPE. The following details the line item to be used for this modification.

**Contract Number / Name: PS070350VR – Samaritan Center**

**Account Number: 623-4514-593-6099 M07623**

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

cc: Barbara Swift  
Gail Penney-Chapmond  
Sylvia Mendoza  
Mike Williams



# 9



**Travis County Commissioners Court Agenda Request**

Voting Session November 4, 2008  
(Date)

RECEIVED  
COUNTY JUDGE'S OFFICE  
08 OCT 28 PM 12:01

**I. Request**

A. Request made by: Donna Parker Stirman Phone # 854-9584  
Brown Santa Treasurer

B. Requested text:

Approve printing 5000 of flyer for 2008 Brown Santa Program and approve distribution with payroll checks on November 14, 2008.

C. Approved by:

\_\_\_\_\_  
(Signature of Commissioner 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).

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.

Greg Hamilton, 854-9770  
Tracy Hill, 854-9770

**III. Required Authorizations: Please check if applicable:**

\_\_\_\_\_ **Planning and Budget Office (854-9106)**

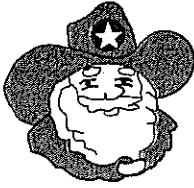
\_\_\_\_\_ **Human Resources Management Department (854-9165)**

\_\_\_\_\_ **Purchasing Office (854-9700)**

\_\_\_\_\_ **County Attorney's Office (854-9415)**

# REMINDER:

## Brown Santa 5K Run/Walk and Kids K



Presented by the Travis County Wellness Committee  
In association with the Austin Runners Club

### SUNDAY, DECEMBER 7, 2008

FOR MORE INFORMATION VISIT [tcsheriff.org/brownsanta5k.html](http://tcsheriff.org/brownsanta5k.html)  
ON-LINE REGISTRATION at [runtex.com/events](http://runtex.com/events) OR  
SEE REGISTRATION FORM ON BACK OF FLYER

Sign me up for:

5K Chip Timed  5K Fun Run/Walk  Kids K

Please print

First name: \_\_\_\_\_

Last name: \_\_\_\_\_

Mailing address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

e-mail address: \_\_\_\_\_

phone number: \_\_\_\_\_

Age on Race Day: \_\_\_\_\_  M  F

Champion Chip Number: \_\_\_\_\_

T-shirt Size: Kids  S  M  L

Adult  S  M  L  XL  XXL

ARC Member?  Yes  No  Travis County Employee?  Yes  No

Waiver of Liability: In consideration of your acceptance of this registration form, I hereby release the sponsors, officials, owners of facilities used for this race and any and all groups, people or facilities connected to the Brown Santa 5K or Kids 1K for any and all injuries by me at said race. I further certify that I am physically fit to participate in the race. I grant full permission for the organizers to use photographs of me and quotations from me in legitimate accounts and promotions of this event.

I would like to make a donation to support the Brown Santa organization.

Donation \$ \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_  
(or parent/guardian if under 18)

Total Amount Enclosed \$ \_\_\_\_\_

Return form with payment to:

TCSO Brown Santa

P.O. Box 207 Austin, TX 78767

# Brown Santa 2008

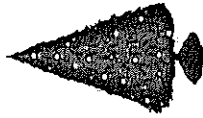




The 2008 Brown Santa Program is under way, and we need your help!

This year, Brown Santa will be squeezing through the chimneys of over 1000 needy families in the rural areas of Travis County, including 100 residents of a local retirement center. There are lots of ways you can help Brown Santa meet this ambitious goal...

Donate...



- ? New toys
- ? Cash
- ? Stuffed animals
- ? Used toys in good condition
- ? Non-perishable food items
- ? Wrapping paper, gift name tags, bows, etc.
- ? Your time to help wrap, sort, etc.

**Groups who wish to wrap should call 24-Santa for available times!**

Look for Brown Santa Barrels throughout the Courthouse Complex (Barrels will be picked up on 12/15/08)



Or come by the North Pole at 15400 Long Vista Dr., Ste. 101

(corner of Long Vista Dr. and Bratton Lane)

Call 24-Santa for more information (247-2682)



10

Agenda Item No. \_\_\_\_\_

**TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST**

Work Session \_\_\_\_\_

Voting Session: November 4, 2008

- I. A. Request made by: **Dana DeBeauvoir, County Clerk** (Elected Official)
- B. Requested Text:

CONSIDER AND TAKE APPROPRIATE ACTION REGARDING A JOINT ELECTION AGREEMENT FOR THE NOVEMBER 4,2008 JOINT GENERAL AND SPECIAL ELECTIONS WITH TRAVIS COUNTY AND PARTICIPATING ENTITIES:

- CITY OF AUSTIN
- AUSTIN INDEPENDENT SCHOOL DISTRICT
- COUPLAND INDEPENDENT SCHOOL DISTRICT
- ROUND ROCK INDEPENDENT SCHOOL DISTRICT
- EAST TRAVIS GATEWAY LIBRARY DISTRICT
- LAZY NINE MUNICIPAL UTILITY DISTRICT NUMBER 1B
- LAZY NINE MUNICIPAL UTILITY DISTRICT NUMBER 1C
- LAZY NINE MUNICIPAL UTILITY DISTRICT NUMBER 1D
- VISTA MUNICIPAL UTILITY DISTRICT
- TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NUMBER 2
- TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NUMBER 6
- TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NUMBER 11

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08 OCT 28 PM 1:52

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).

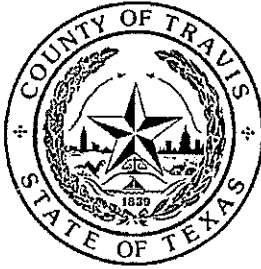
**SEE ATTACHED**

- 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:

**John Hille, County Attorney**

**49415**

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to the County Judge's office in writing by 12:00 on Tuesday for the next week's meeting.



**Dana DeBeauvoir**

Travis County Clerk  
PO Box 1748  
1000 Guadalupe, Room 222  
Austin, Texas 78701

**Elections Division**  
854-4996

To: Judge Samuel Biscoe, Travis County Judge

From: Dana DeBeauvoir, County Clerk

Date: October 25, 2008

RE: Consider and take appropriate action regarding a Joint Election Agreement for the November 4, 2008 Joint General and Special Elections.

The Travis County Clerk Elections Division is requesting that you discuss and approve a Joint Election Agreement for the November 4, 2008 Joint General and Special Elections with Travis County and the City of Austin. Austin Independent School District, Coupland Independent School District, Round Rock Independent School District, East Travis Gateway Library District, Lazy Nine Municipal Utility District Number 1B, Lazy Nine Municipal Utility District Number 1C, Lazy Nine Municipal Utility District Number 1D, Vista Municipal Utility District, Travis County Emergency Services District Number 2, Travis County Emergency Services District Number 6, Travis County Emergency Services District Number 11 during the Court's regular voting session on November 4, 2008.

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## **AGREEMENT TO CONDUCT JOINT ELECTIONS FOR NOVEMBER 4, 2008 ELECTIONS**

**WHEREAS**, Travis County (the "County") will be conducting a general election on November 4, 2008 for the election of county, district, state, and federal officeholders;

**WHEREAS**, the participating entities, including the City of Austin, Austin Independent School District, Coupland Independent School District, Round Rock Independent School District, East Travis Gateway Library District, Lazy Nine Municipal Utility District Number 1B, Lazy Nine Municipal Utility District Number 1C, Lazy Nine Municipal Utility District Number 1D, Vista Municipal Utility District, Travis County Emergency Services District Number 2, Travis County Emergency Services District Number 6, and Travis County Emergency Services District Number 11, listed in Exhibit A, which exhibit is attached hereto and incorporated herein for all purposes, require elections to be held on November 4, 2008 in those portions of Travis County as shown on the maps and metes and bounds descriptions in Exhibit B, which exhibit is attached hereto and incorporated herein for all purposes; and,

**WHEREAS**, pursuant to Section 271.002, Texas Election Code, political subdivisions of the State of Texas are authorized to hold elections jointly in voting precincts that can be served by common polling places if elections are ordered by the authorities of two or more political subdivisions to be held on the same day in all or part of the same territory; and

**WHEREAS**, Texas Government Code Chapter 791 authorizes local governments to contract with one another and with agencies of the state for various governmental functions including those in which the contracting parties are mutually interested; and

**WHEREAS**, it would be to the benefit of the County and the participating entities listed in Exhibit A (individually referred to as a "Participating Entity" and collectively referred to hereinafter as the "Entities" or "Participating Entities") and the citizens and voters thereof to hold the elections jointly in the election precincts that can be served by common polling places insofar as possible;

**NOW, THEREFORE**, pursuant to Chapter 31 and Sections 271.002 and 271.003 of the Texas Election Code and Chapter 791 of the Texas Government Code, this Joint Election Agreement is entered into by and between the County, a political subdivision of the State of Texas acting by and through its Commissioners Court, and the Entities acting by and through their respective governing bodies.

### **I. Scope of Joint Election Agreement**

This Joint Election Agreement covers the conduct of the November 4, 2008 General Election for County, district, state, and federal officeholders and the elections of the Participating Entities listed in Exhibit A to be held by the Participating Entities on November 4, 2008. The Participating Entities include the City of Austin, Austin Independent School District, Coupland Independent School District, Round Rock Independent School District, East Travis Gateway Library District, Lazy Nine Municipal Utility District Number 1B, Lazy Nine Municipal Utility

District Number 1C, Lazy Nine Municipal Utility District Number 1D, Vista Municipal Utility District, Travis County Emergency Services District Number 2, Travis County Emergency Services District Number 6, and Travis County Emergency Services District Number 11. The County and the Entities will hold these elections on November 4, 2008 ("Election Day") jointly for the voters in those portions of Travis County as identified on the maps and descriptions attached as Exhibit B and incorporated by reference as if fully set out herein.

## **II. Election Officer**

The Participating Entities hereby appoint the Honorable Dana DeBeauvoir, Travis County Clerk and Election Officer for Travis County, as the Election Officer to perform or supervise the performance of the duties and responsibilities of Travis County involved in conducting the Joint Election covered by this Agreement.

## **III. Early Voting**

Each of the Participating Entities agrees to conduct its early voting jointly. Each of the Participating Entities hereby appoints Dana DeBeauvoir, Early Voting Clerk for Travis County, as the Early Voting Clerk for the Joint Election. Early voting for the Participating Entities shall be conducted at the dates, times, and locations to be mutually agreed upon by the Election Officer and authorized and ordered by the governing body of each Participating Entity.

### **A. County Responsibilities**

1. The County shall provide a list for presentation to the governing body of each Participating Entity, containing a list of places, times, and dates of early voting suitable for consideration and adoption by the governing body in accordance with Texas Election Code Chapter 85.

2. The Regular Early Voting Clerk for the County, the Honorable Dana DeBeauvoir, shall also serve as the Joint Early Voting Clerk for the election. The Joint Early Voting Clerk will be responsible for the conduct of early voting by mail and by personal appearance for all Travis County voters voting in the Joint Election. The Joint Early Voting Clerk shall receive from each Participating Entity's Regular Early Voting Clerk applications for early voting ballots to be voted by mail in accordance with Title 7 of the Texas Election Code. The Joint Early Voting Clerk shall send early voting ballots by mail and receive early voting ballots for early voting by mail. The Joint Early Voting Clerk shall have authority to appoint such deputy early voting clerks as may be necessary to assist the Joint Early Voting Clerk with voting to take place at the early voting locations.

3. The County will determine the number of election workers to hire to conduct early voting in the Joint Election. The Joint Election Officer will arrange or contract for training for all election workers and will assign all election workers employed for early voting in the Joint Election. The training of said election workers is mandatory; these individuals will be compensated for their time in training. The County will provide a training facility where election schools will be conducted to train election workers employed in the conduct of early voting.

including the mobile early voting program, early voting by personal appearance at main and temporary branch early voting polling places, early voting by mail, and other aspects of the early voting program for the Joint Election. The County will name early voting deputies and clerks employed in the conduct of early voting.

4. The County will provide and deliver all supplies and equipment necessary to conduct early voting for the Joint Election, including but not limited to ballots, election forms, any necessary ramps, utility hook-ups, signs, registration lists and ballot boxes, to early voting polling places. The County will designate and confirm all early voting polling place locations.

5. The County will be responsible for the preparation and transportation of the electronic voting equipment necessary to conduct early voting. The County shall perform all tests of voting equipment as required, including but not limited to posting notice of equipment testing.

6. Pursuant to Sections 66.058 and 271.010 of the Election Code, the Participating Entities appoint Dana DeBeauvoir, Travis County Clerk, as the Joint Custodian of Records ("Joint Custodian") for the sole purpose of preserving all voted ballots securely in a locked room in the locked ballot boxes for the period for preservation required by the Election Code.

7. The County will receive ballot language in both English and Spanish from each Participating Entity and format the ballots as needed to include said language. The County will provide each Participating Entity with a final proof of ballot language for approval prior to printing ballots. Upon final proof approval, ballots shall be printed in an expedited timeframe so as to allow ballot allocations for the Early Voting by Personal Appearance Program, and the ballot mail outs for the Early Voting by Mail Program.

8. A single joint voter sign-in process consisting of a common list of registered voters, and common signature rosters shall be used for early voting. A single, combined ballot and single ballot box will be used. The County shall use an electronic voting system, as defined and described in Title 8 of the Texas Election Code, and agrees to use ballots that are compatible with such equipment.

9. The County will be responsible for the conduct of the Early Voting Ballot Board. The County shall designate a person to serve in the capacity of the Presiding Judge for the Early Voting Ballot Board and shall provide that information to the governing body of each Participating Entity for entry of an order by that authority appointing this official. The Presiding Judge for the Early Voting Ballot Board is eligible to serve in this capacity. The Presiding Judge for the Early Voting Ballot Board shall appoint two or more election clerks, and such Judge and clerks shall constitute the early voting ballot board and shall count and return early voting ballots, and perform other duties set for such board in accordance with the Election Code.

#### B. Responsibilities of Participating Entities

1. Each Participating Entity shall appoint a qualified person to serve as the Regular Early Voting Clerk ("Regular Early Voting Clerk") for the Participating Entity. The Regular Early Voting Clerk for each respective Participating Entity shall receive requests for applications for early voting ballots to be voted by mail and shall forward in a timely manner as prescribed by

law any and all applications for early voting ballots to be voted by mail received in the Entity's office to the Joint Early Voting Clerk. The Joint Early Voting Clerk is responsible for the remaining procedures for conducting each of the Participating Entities' early voting by mail as stated in III. A. 2.

2. Each Participating Entity shall appoint a qualified person to act as Custodian of Records for the Participating Entity to perform the duties imposed by the Election Code on the custodian of records for its respective entity.

3. Each Participating Entity will provide ballot language for the respective portion of the official ballot to the County in both English and Spanish. Any additions, modifications, deletions, or other changes to such ballot contents or language must be made by the Entity prior to final proof approval by the Participating Entity. The County will provide the Participating Entity with a final proof of ballot language, as it is to appear on the ballot for final proof approval. Upon final proof approval, the ballot shall be programmed for the voting equipment in an expedited timeframe so as to allow ballot allocations for the Early Voting by Personal Appearance Program, and the printed ballot mail outs for the Early Voting by Mail Program.

#### **IV. Election Day**

##### **A. County Responsibilities**

1. The County shall designate and confirm all Election Day polling place locations for the Joint Election, and shall forward such information to the Participating Entities in a timely fashion to allow the governing body of the respective Participating Entities to enter orders designating such polling places and for the Entities to submit to the U.S. Department of Justice for review prior to Election Day.

2. The County shall designate the Presiding Election Judge and the Alternate Presiding Election Judge to administer the election in the precinct in which a common polling place is to be used and shall forward such information to the Participating Entities to allow the governing bodies of the respective Participating Entities to enter appropriate orders designating such officials prior to the election. The Presiding Election Judge and Alternate Presiding Election Judge shall be qualified voters of the Travis County Election Precinct in which the joint election is held. The Presiding Election Judge for the precinct in which a common polling place is used may appoint election clerks as necessary to assist the judge in the conduct of the election at the precinct polling place. The Alternate Presiding Election Judge may be appointed as a clerk. The Alternate Presiding Election Judge may serve as the Presiding Election Judge for the precinct in the absence of the Presiding Election Judge. Election Judges and clerks shall be compensated at the rate established hereafter by the County. Compensable hours shall be determined in accordance with provisions of the Texas Election Code and other applicable laws.

3. One set of election officials shall preside over the election in the precinct in which a common polling place is used. A single joint voter sign-in process consisting of a common list of registered voters, and common signature rosters shall be used in the precinct in which a common polling place is used. A single, combined ballot and single ballot box will be used.

The officer designated by law to be the custodian of the voted ballots for the County shall be custodian of all materials used in common in the precinct where a common polling place is used. The County shall use an electronic voting system, as defined and described in Title 8 of the Texas Election Code and agrees to use ballots that are compatible with such equipment.

4. The County will arrange for training and will provide the instructors, manuals and other training materials deemed necessary for training all judges and clerks. Training for Election Judges and Alternate Judges is mandatory, and these individuals will be compensated for their time in training.

5. The County will arrange for Election Day voter registration precinct lists for the Joint Election. The County will determine the quantities of election supplies needed for Election Day voting.

6. The County, by and through the County Clerk's Elections Division, and Administrative Operations, will be responsible for the preparation and transportation of voting equipment and Election Day supplies for use on Election Day.

7. The County, by and through the County Voter Registrar, will provide the list of registered voters as needed in the overlapping jurisdictions identified in the attached Exhibits, with designation of registered voters in each Participating Entity, for use at the Joint Election Day polling place on Election Day.

8. The common polling place is designated as the polling place used by the County. At the common polling place, a single ballot box shall be used for the deposit of all ballots cast in the Joint Election. At said polling place, one voter registration list and one combination poll list/signature roster form will be kept for the Joint Election. The final returns for each Participating Entity and the County shall be canvassed separately by each respective Participating Entity. The Custodian of Records for the County, the Honorable Dana DeBeauvoir, shall maintain a return center on Election Day for the purpose of receiving returns from the County. Ms. DeBeauvoir will provide unofficial election results to the qualified individual appointed by each Participating Entity.

9. On Election Day, the Joint Election Officer and/or the Elections Division of her Office will field all questions from election judges.

10. The County shall make available to the voters having the need of an individual capable of acting as a translator and speaking both English and Spanish languages who will assist Spanish speaking voters in understanding and participating in the election process in the Territory covered by this Agreement.

#### B. Participating Entity Responsibilities

1. Prior to Election Day, each Participating Entity will answer questions from the public with respect to the Participating Entity's Election during regular office hours of 8:00 a.m. – 5:00 p.m.



2. The Custodian of Records for each Participating Entity shall receive returns from Dana DeBeauvoir on Election Day.

## **V. Election Night**

### **A. County Responsibilities**

1. The County holds responsibility for all activities on election night including, but not limited to, setting up a central counting station, coordinating and supervising the tabulation of results, coordination and supervision of the physical layout of the support stations that are receiving substations for the Joint Election, and coordination and management of media coverage of the election.
2. The County will arrange for the transportation of voted ballot boxes to the central counting station.
3. The County will appoint the Presiding Judge and Alternate Presiding Judge of the Central Counting Station to maintain order at the Central Counting Station, to administer oaths as necessary, to receive sealed ballot boxes, and to perform such other duties required by the Texas Election Code, and shall forward such information to each Participating Entity in a timely fashion to allow the governing body of each Participating Entity to enter appropriate orders designating such election officials prior to the election. These individuals shall be those hereafter appointed by the County to serve as Presiding and Alternate Judge of the Central Counting Station. The Presiding Judge of the Central Counting Station may appoint clerks to serve at the Central Counting Station. In addition, the County shall appoint a Tabulation Supervisor to be in charge of the operation of the automatic tabulating equipment at the Central Counting Station, an individual to serve as Central Counting Station Manager, and an Assistant Counting Station Manager to be in charge of the overall administration of the Central Counting Station and the general supervision of the personnel working at the Central Counting Station, and shall forward such information to each Participating Entity in a timely fashion to allow the governing body of each Participating Entity to enter appropriate orders designating such election officials prior to the election. These individuals shall be those hereafter appointed by the County to serve as Tabulation Supervisor, Central Counting Station Manager, and Assistant Counting Station Manager.
4. The County shall provide the Participating Entities with reasonable space in a public area adjacent to the Central Counting Station at which each Participating Entity may have representatives or other interested persons present during the counting process.

### **B. Participating Entity Responsibilities**

1. Other than receiving returns from the Joint Election Officer, the Participating Entities have no role or responsibility on the night of the election.

## **VI. County Resources**

- A. The County shall provide the Elections Division permanent staff and offices to administer the Joint Election, under the direction of the Travis County Clerk, Dana DeBeauvoir.
- B. For early voting, the County will provide a locked and secure area in which voted ballot boxes will be stored until the Early Voting Ballot Board convenes. The County, by and through Administrative Operations, will provide transportation of such ballot boxes to the Central Counting Station for the Early Voting Ballot Board.
- C. The County will be responsible for providing and maintaining voting equipment and testing any voting equipment as required by the Texas Election Code.
- D. The County will process the payroll for all temporary staff hired to conduct the Joint Election. The payroll processing includes statutory reporting and providing W-2 forms where applicable.
- E. The County will conduct early voting as indicated in this Agreement.

#### **VII. Joint Election Costs; Payment**

- A. Transmitted with this Agreement is a check, payable to Travis County, from each Participating Entity, in the amount equal to the deposit identified for each Entity in the Cost Estimate attached as Exhibit C. This deposit represents approximately 75% of the costs of each Participating Entity's share of the estimated costs of the election. The County shall submit an invoice to each Participating Entity for the balance of the Participating Entity's actual Joint Election expenses upon completion of the election. Joint Election expenses include, but are not limited to, expenses for facilities, personnel, supplies, and training actually incurred by the County for establishing and operating all early voting and Election Day activities at the polling place in the joint election territory as well as activities related to the tabulation of votes all as reflected on the Cost Estimate. Upon receipt of an invoice from the County for the election expenses, each Participating Entity shall pay the total amount of its invoice within thirty (30) days of receipt of said invoice.
- B. In the event of a recount, the expense of the recount shall be borne by the Participating Entity(ies) involved in such recount on a pro-rata basis.
- C. In the event any of the Participating Entities cancels its respective election because of unopposed candidates under Subchapter C of Title I of the Texas Election Code, such Participating Entity shall be responsible for its respective share of election expenses incurred through the date that the election is canceled as allocated to that Participating Entity based on the formula reflected by the Cost Estimate adjusted for the actual expenses incurred by the County through the date of the cancellation. Upon the cancellation of an election by a Participating Entity, the County shall recalculate the allocation percentages among the remaining Entities according to the formula used in the Cost Estimate.

D. In the event expenses associated with processing of any ballots arising from the filing of a declaration of a write-in candidate, such expenses shall be borne by the Participating Entity which received such declaration of write-in candidate.

E. The expenses of any early voting polling places that are established at the request of any Participating Entity other than those which are mutually agreed upon by all Participating Entities shall be borne by the requesting Participating Entity. The Cost Estimate for each individual Participating Entity shall include additional polling locations for each Participating Entity, as set forth in Exhibit C.

## VIII. General Provisions

### A. Legal Notices

Each of the Participating Entities shall be individually responsible for the preparation of election orders, resolutions, notices, and other pertinent documents for adoption or execution by its own respective governing board and all expenses related thereto. *Each of the Participating Entities shall be individually responsible for obtaining appropriate preclearance, if necessary, from the United States Department of Justice.* The Honorable Dana DeBeauvoir, the Joint Election Officer, will provide each Participating Entity information on changes affecting the Participating Entity's election, such as polling place changes and changes in voting equipment, when such changes are confirmed, verified, or otherwise become known to her or her office. Each of the Participating Entities shall be individually responsible for posting or publication of election notices and all expenses related thereto. Each of the Participating Entities further shall be individually responsible for election expenses incurred in relation to any polling place that is not a common polling place as designated in this Agreement.

### B. Communications

Throughout the term of this Agreement, the Participating Entities and the County will engage in ongoing communications concerning the conduct of the Joint Election; and, when necessary, the County Clerk, elections division staff members, and other election workers shall meet with the designated representative of each Participating Entity to discuss and resolve any problems which might arise regarding the Joint Election.

### C. Custodian

The Honorable Dana DeBeauvoir, Travis County Election Officer, shall serve as the custodian of the keys to the ballot boxes for voted ballots in the Joint Election.

### D. Effective Date

This Agreement takes effect upon the complete execution of this Agreement by all Participating Entities and the County. This Agreement shall continue as to a Participating Entity until the Participating Entity pays the County its shares of the costs of the Joint Election. The obligation of each Participating Entity to the County under this Agreement shall not end until such sum is paid.

## **IX. Miscellaneous Provisions**

### **A. Amendment/Modification of Exhibits A, B, and C**

1. The Participating Entities acknowledge and agree that Exhibits A, B, and C may be amended to reflect the participation of additional entities or the nonparticipation of certain entities. The Participating Entities hereby agree to future amendments of Exhibits A, B, and C and authorize the County to enter into such amendments without the necessity of the Entities having to sign the future amendments. The County agrees to notify all Participating Entities of any amendments to Exhibits A, B, and C.

2. Except as otherwise provided herein, this Agreement may not be amended, modified, or changed in any respect whatsoever, except by a further Agreement in writing, duly executed by the parties hereto. No official, representative, agent, or employee of the County has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the Commissioners Court of Travis County, Texas. No official, representative, agent, or employee of any Participating Entity has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the governing body of the respective Participating Entity. Dana DeBeauvoir, Travis County Clerk, may propose necessary amendments or modifications to this Agreement in writing in order to conduct the Joint Election smoothly and efficiently, except that any such proposals must be approved by the Travis Commissioners Court and the governing body of the respective Participating Entity.

### **B. Notice**

Any notice to be given hereunder by any party to the other shall be in writing and may be effected by personal delivery in writing or certified mail, return receipt requested, when mailed to the proper party, at the addresses listed in Exhibit A.

Each party may change the address for notice to it by giving notice of such change in accordance with the provisions of this Section.

### **C. Force Majeure**

In the event that the performance by the County of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or condition of any persons not a party or in privity thereof, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

### **D. Venue and Choice of Law**

The Participating Entities agree that venue for any dispute arising under this Agreement will lie in the appropriate courts of Austin, Travis County, Texas. This Agreement shall be governed by

and construed in accordance with the laws of the State of Texas and the United States of America.

E. Entire Agreement

This Agreement contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed and supersedes all prior agreements, including prior election services contracts relating to each Participating Entity's November 4, 2008 election. Any prior agreements, promises, negotiations, or representations not expressly contained in this Agreement are of no force and effect. Any oral representations or modifications concerning this Agreement shall be of no force or effect, excepting a subsequent modification in writing as provided herein.

F. Severability

If any provision of this Agreement is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this Agreement; and, the parties to this Agreement shall perform their obligations under this Agreement in accordance with the intent of the parties to this Agreement as expressed in the terms and provisions of this Agreement.

G. Breach

In the event that any Participating Entity or County breaches any of its obligations under this Agreement, the non-breaching party shall be entitled to pursue any and all rights and remedies allowed by law.

H. Payments from Current Revenues

Payments made by the Participating Entities in meeting their obligations under this Agreement shall be made from current revenue funds available to the governing body of the respective Participating Entity. Payments made by the County in meeting its obligations under this Agreement shall be made from current revenue funds available to the County.

I. Other Instruments

The Participating Entities agree that they will execute other and further instruments or any documents as may become necessary or convenient to effectuate and carry out the purposes of this Agreement.

J. Third Party Beneficiaries

Except as otherwise provided herein, nothing in this Agreement, expressed or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights or remedies under or by reason of this Agreement.

K. Other Joint Election Agreements

The County and the Participating Entities expressly understand and acknowledge that each may enter into other Joint Election Agreements with other political subdivisions, to be held on Election Day and at common polling places covered by this Agreement, and that the addition of other political subdivisions as parties to this Agreement shall require the amendment of Exhibits A, B, and C to this Agreement.

L. Mediation

When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.023 of the Texas Civil Practice and Remedies Code unless both parties agree, in writing, to waive the confidentiality. Notwithstanding the foregoing, the parties intend to fully comply with the Texas Open Meetings Act and the Texas Public Information Act whenever applicable. The term "confidential" as used in this Agreement has the same meanings as defined and construed under the Texas Public Information Act and the Texas Open Meetings Act.

M. Counterparts

This Agreement may be executed in multiple counterparts, all of which shall be deemed originals and with the same effect as if all parties hereto had signed the same document. All of such counterparts shall be construed together and shall constitute one and the same Agreement.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity, on this \_\_\_\_ day of \_\_\_\_\_, 2008.

**TRAVIS COUNTY**

BY:

\_\_\_\_\_  
Samuel T. Biscoe  
County Judge

BY:

\_\_\_\_\_  
Dana DeBeauvoir  
County Clerk

## **EXHIBIT A**

### **PARTICIPATING ENTITIES**

City of Austin  
Austin Independent School District  
Coupland Independent School District  
Round Rock Independent School District  
East Travis Gateway Library District  
Lazy Nine Municipal Utility District Number 1B  
Lazy Nine Municipal Utility District Number 1C  
Lazy Nine Municipal Utility District Number 1D  
Vista Municipal Utility District  
Travis County Emergency Services District Number 2  
Travis County Emergency Services District Number 6  
Travis County Emergency Services District Number 11



**PARTICIPATING ENTITIES**

Name of Participating Entity City of Austin  
Address P.O. Box 1088  
Austin, Texas 78767  
Name of Authorized Signatory Shirley A. Gentry  
Signature Shirley A Gentry  
Date signed 9/22/08

000 SEP 29 11 11 AM '08

EXHIBIT "C"

JOINT ELECTION AGREEMENT

**PARTICIPATING ENTITIES**

Name of Participating Entity Austin Independent School District

Address 1111 W. 6<sup>th</sup> Street

Austin, TX 78703

Name of Authorized Signatory Mark Williams

Signature

*Mark Williams*

APPROVED AS TO LEGAL FORM  
HWS 9-18-08

Date signed September 22, 2008

### PARTICIPATING ENTITIES

Name of Participating Entity Coupland ISD  
Address P.O. Box 217  
Coupland, TX. 78615  
Name of Authorized Signatory Gary W. Chandler  
Signature Gary W. Chandler  
Date signed September 19, 2008

91-29-1-26-08-15  
91-29-1-26-15



**PARTICIPATING ENTITIES**

Name of Participating Entity East Travis Gateway Library District  
Address 13512 FM 812  
Del Valle, TX 78617  
Name of Authorized Signatory Sara L. Hilgers  
Signature Sara L. Hilgers  
Date signed 10/9/2008

2008 OCT 10 AM 10:35  
COUNTY CLERK  
TRAVIS COUNTY TEXAS

### PARTICIPATING ENTITIES

Name of Participating Entity Lazy Nine Municipal Utility District No. 1B

Address c/o Willatt & Flickinger

2001 North Lamar, Austin, Texas 78705

Name of Authorized Signatory D.E. Iburg, President

Signature



Date signed

9/24/08

FOR RECORD  
2008 OCT -3 PM 12:19  
CLERK  
COUNTY CLERK  
TRAVIS COUNTY TEXAS

### PARTICIPATING ENTITIES

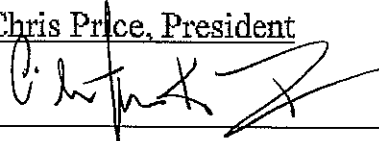
Name of Participating Entity Lazy Nine Municipal Utility District No. 1C

Address c/o Willatt & Flickinger

2001 North Lamar, Austin, Texas 78705

Name of Authorized Signatory Chris Price, President

Signature

  
\_\_\_\_\_

Date signed

9.23.08  
\_\_\_\_\_

FOR RECORD  
2008 OCT -3 PM 12:19  
CLERK  
TRAVIS COUNTY TEXAS

**PARTICIPATING ENTITIES**

Name of Participating Entity Lazy Nine Municipal Utility District No. 1D

Address c/o Willatt & Flickinger

2001 North Lamar, Austin, Texas 78705

Name of Authorized Signatory Tim Kress, President

Signature



Date signed

9/29/08

2008 OCT -3 PM 12:19  
CLERK COUNTY TEXAS  
RECORD FOR RECORD



FOR RECORD

2008 OCT -7 PM 1:14

### PARTICIPATING ENTITIES

Name of Participating Entity VISTA MUNICIPAL UTILITY DISTRICT

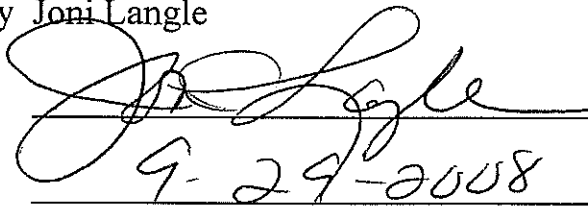
CLERK  
TRAVIS COUNTY TEXAS

Address c/o Armbrust & Brown, L.L.P.

100 Congress Ave., Suite 1300  
Austin, Texas 78701

Name of Authorized Signatory Joni Langle

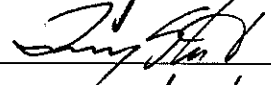
Signature



9-29-2008

Date signed

**PARTICIPATING ENTITIES**

Name of Participating Entity TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NUMBER 2  
Address 203 Pecan Street East  
Pflugerville Tx 78660  
Name of Authorized Signatory Terry Struble  
Signature   
Date signed 9/25/08

FILED FOR RECORD  
OCT -8 PM 12:06  
COUNTY CLERK  
TRAVIS COUNTY TEXAS

## PARTICIPATING ENTITIES

Name of Participating Entity Travis County Emergency Services District No. 6

Address 15516 General Williamson Dr.

Austin, Texas 78734

Name of Authorized Signatory Brad Ellis, President Board of Commissioners

Signature

*Brad Ellis*

Date signed

September 25, 2008

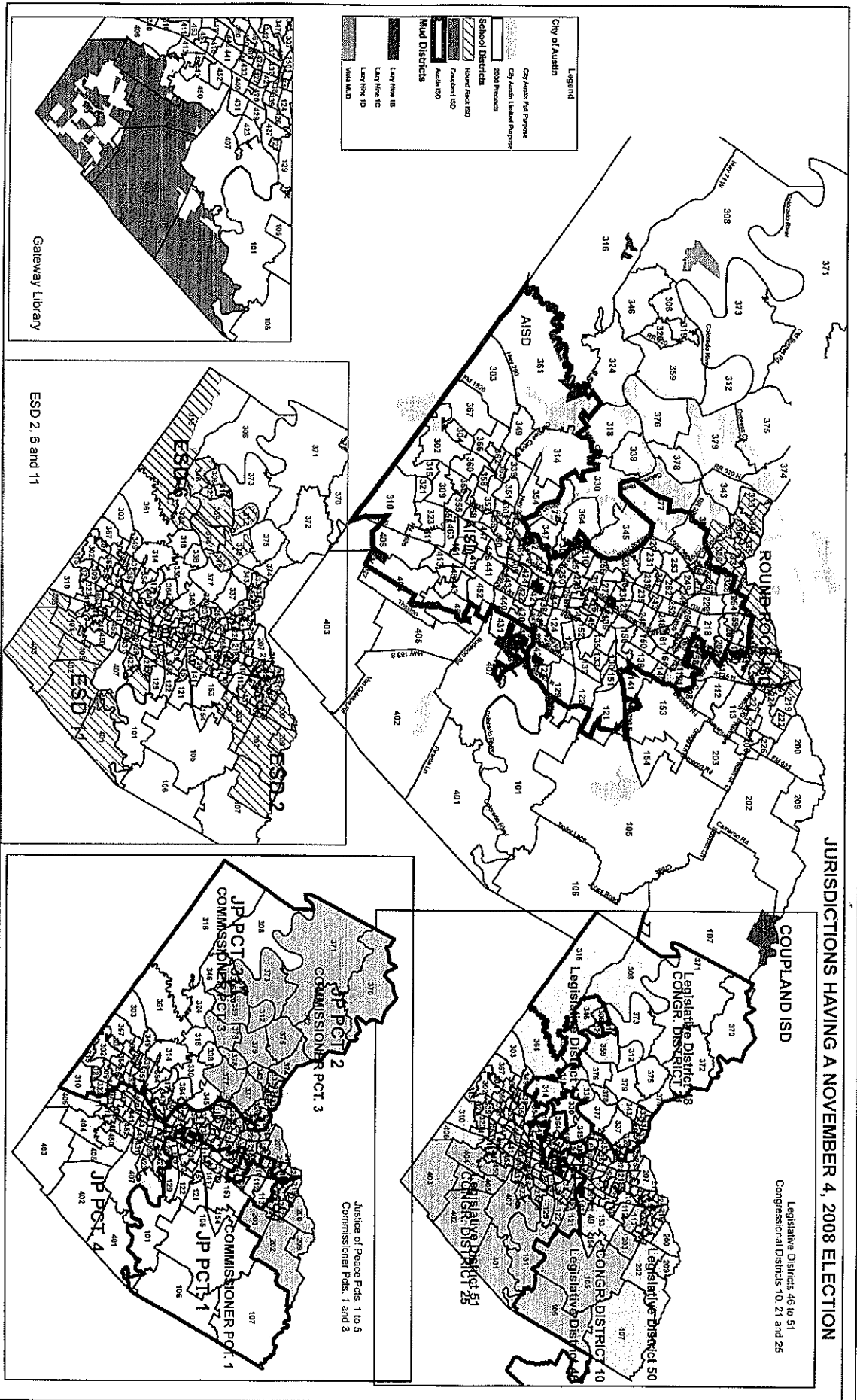
TRAVIS COUNTY CLERK  
TRAVIS COUNTY TEXAS  
2008 OCT 14 AM 9:05  
FOR RECORD

**PARTICIPATING ENTITIES**

Name of Participating Entity Travis County ESD 11  
Address P. O. Box 1043  
Del Valle, Texas 78617  
Name of Authorized Signatory Carolina Sarabia  
Signature Carolina Sarabia  
Date signed October 24, 2008

## **EXHIBIT B**

### **MAPS**





**EXHIBIT C**  
**COST ESTIMATE**

**Exhibit C**  
**Travis County**  
**Estimated Election Costs for November 4, 2008**

Location Name	Amount
TRAVIS COUNTY	\$ 518,517.42
AUSTIN FULL PURPOSE	382,245.80
AUSTIN LIMITED	6,666.76
AUSTIN ISD	334,451.59
ROUND ROCK ISD	6,499.17
COUPLAND ISD	26.83
#2	13,258.03
#6	5,656.79
#11	2,319.05
DISTRICT	1,892.39
VISTA MUD	0.48
LAZY NINE MUD 1B	0.50
LAZY NINE MUD 1C	0.50
LAZY NINE MUD 1D	0.50

**Total Cost Allocation** \$ 1,271,535.81



# TRAVIS COUNTY COMMISSIONERS COURT

## AGENDA REQUEST

RECEIVED  
COUNTY JUDGE'S OFFICE

08 OCT 30 PM 4:31

Voting Session: November 4, 2008

I. A. Request made by: Alicia Perez, Exec. Mgr., Admin Ops Phone #: 854-9343  
(Elected Official/Appointed Official/Executive Manager/County Attorney)

B. Requested text: CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST FROM PARSONS MOUNTED CALVARY (A MOUNTED MILITARY ORGANIZATION OF THE CORPS OF CADETS AT TEXAS A&M UNIVERSITY) FOR A WAIVER OR DISCOUNT OF FEE TO USE THE TRAVIS COUNTY EXPOSITION CENTER SHOW BARN TO BOARD HORSES FOR THANKSGIVING DAY PARADE.

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:

Roger A. El Khoury, M.S., P.E., Director, Facilities Management Department (4-4579)  
Michael Norton, Exposition Center Director, Facilities Management Department (4-4900)

III. Required Authorizations: Please check if applicable.

- Planning and Budget Office (854-9106)
- Additional funding for any department or for any purpose
- Transfer of existing funds within or between any line item
- Grant

- Human Resources Department (854-9165)
- Change in your department's personnel (reorganization, restructuring etc.)

- Purchasing Office (854-9700)
- Bid, Purchase Contract, Request for Proposal, Procurement

- County Attorney's Office (854-9415)
- Contract, Agreement, Policy & Procedure



## FACILITIES MANAGEMENT DEPARTMENT

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

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

### MEMORANDUM

**Project No:** EXPO-XX-09X-1X

**File:** 101

**TO:** The Commissioners Court

**VIA:** Alicia Perez, Executive Manager, Administrative Operations

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

**DATE:** October 29, 2009

**SUBJECT:** Travis County Exposition Center  
Show Barn Fee Waiver or Discount

A handwritten signature in black ink, reading "Roger A. El Khoury", is written over the "FROM:" line. The signature is cursive and extends to the right, crossing over the "DATE:" line.

### Proposed Motion:

Consider and take appropriate action on request from Parsons Mounted Calvary (A mounted military organization of the Corps of Cadets at Texas A&M University) for a waiver or discount of fee to use the Travis County Exposition Center show barn to board horses for Thanksgiving Day parade.

### Summary and Staff Recommendation:

Facilities Management Department received a request from Parsons Mounted Calvary (A mounted military organization of the Corps of Cadets at Texas A&M University) for a waiver of the rental fee to use the Travis County Exposition Center show barn to board 30 horses the day before the Thanksgiving holiday for Thanksgiving Day parade. The regular charge for this rental of the show barn would be \$1,700, which consists of:

- The show barn rental fee is \$900 per day (one day required)
- The stall fee is \$15 per day for 30 stalls equals to \$450
- The custodial fee for one day horse show event is \$200 per day
- The custodial fee to clean the stall is \$5/stall for 30 stalls equals to \$150

All other terms of the standard license agreement would be enforced if the fee is waived or reduced, especially the insurance and liability terms.

Parsons Mounted Calvary has previously boarded the 30 horses at the show barn for free. In February 2007, Facilities Management Department recommended and the Commissioners Court approved the current rates and clarified that all waivers must be approved by the Court. In November 2007, Parsons Mounted Calvary did not use the Expo Center show barn facility.

The Parsons Mounted Calvary does not qualify for a 50% discount according to Travis County Code, Title IV; Subtitle C, Chapter 25.

**Budgetary and Fiscal Impact:**

If a waiver is granted, the Exposition Center Revenue in FY09 would be decreased by \$1,700. However, if a discount is granted, the Exposition Center Revenue in FY09 would be decreased by the amount of the discount granted by the Commissioners Court.

**Background:**

Parsons Mounted Calvary has in the past boarded the 30 horses at the show barn for free. Previous Expo Center Directors permitted the use of the show barn at no cost with the understanding that Parsons Mounted Calvary would clean the show barn after they leave on Thanksgiving Day.

**Required Authorizations:**

Budget: N/A  
County Attorney: N/A  
Purchasing: N/A

Last Updated 10-31-08 at 11:17 am

**From:** Michael Norton  
**To:** Josie Zavala  
**Date:** 10/29/2008 11:40 AM  
**Subject:** re: Parson Mounted Calvary question

Josie,

The rental rate for the Show Barn is: \$900 for 12 hours. \$50 for each add'l hour  
Stalls rent for \$15 per. day and come with a \$5 per. stall cleaning fee.  
The clean up fee for the barn is: \$180

Regards,  
Michael Norton

>>> Josie Zavala 10/27/2008 4:54 PM >>>

We have talked to Lee Terrell, Gabe's father numerous times. He also talked w/Roger ElKhoury. Now he has talked w/Comm Davis today to see about getting on the agenda next week. Mr. Terrell also called here twice today, so I finally asked Judge Biscoe about it and he said to put an item on for next week, November 4, regarding Mr. Terrell's request for usage of the showbarn. Judge Biscoe suggest maybe a reduced fee depending on the circumstances and availability.

Judge Biscoe has 2 questions: is the facility available that afternoon and evening and what is the cost of each stall and/or the Showbarn. Mr. Terrell said there would be 35 horses.

Please let us know this information.

Thank you,  
Josie

**From:** ROGER EL-KHOURY  
**To:** Josie Zavala  
**CC:** Lynn Harper; Marianna Massad  
**Date:** 10/23/2008 12:55 PM  
**Subject:** Fwd: Re: Parsons Mounted Cavalry

Josie,

Yes! they can use the Show Barn facility and it does not need Commissioner Court approval. Mr. Lee should contact the Expo Center and talk to the coordinator, Ms. Marianna Massad. Once all the terms are worked out, then, a license agreement would be issued for the days the horses use the facility.

>>> Josie Zavala 10/23/2008 12:49 PM >>>

Roger, I received a call this morning from Mr. Lee Terrell; stating that he had talked with Michael Norton and also previously contacted Marianna about use of the Expo Center for their horses and mules the evening before Thanksgiving Day parade. They have used the Expo before in 2004 and 2006. He was under the impression that they could use it with all the proper arrangements. They are affiliated with Texas A&M Agriculture extension; they are a group of young men (Parsons Mount Calvary). Please let us know. Can they use the facility and does this need Commissioners Court approval.

Thanks,  
Josie

>>> On 10/23/2008 at 12:34 PM, in message  
<[49006F5A.48AE.003E.0@co.travis.tx.us](mailto:49006F5A.48AE.003E.0@co.travis.tx.us)>, Lynn Harper wrote:

>>> Michael Norton 10/22/2008 11:58 AM >>>  
Gabe,

I'm not sure I understand this. It was forwarded by Marianna. A gentlemen called me once prior on this issue and I was not able to accommodate this request. You are free to make a request the Travis County Commissioner's court to approve your free usage of our facilities. That is the only entity which can extend such usage.

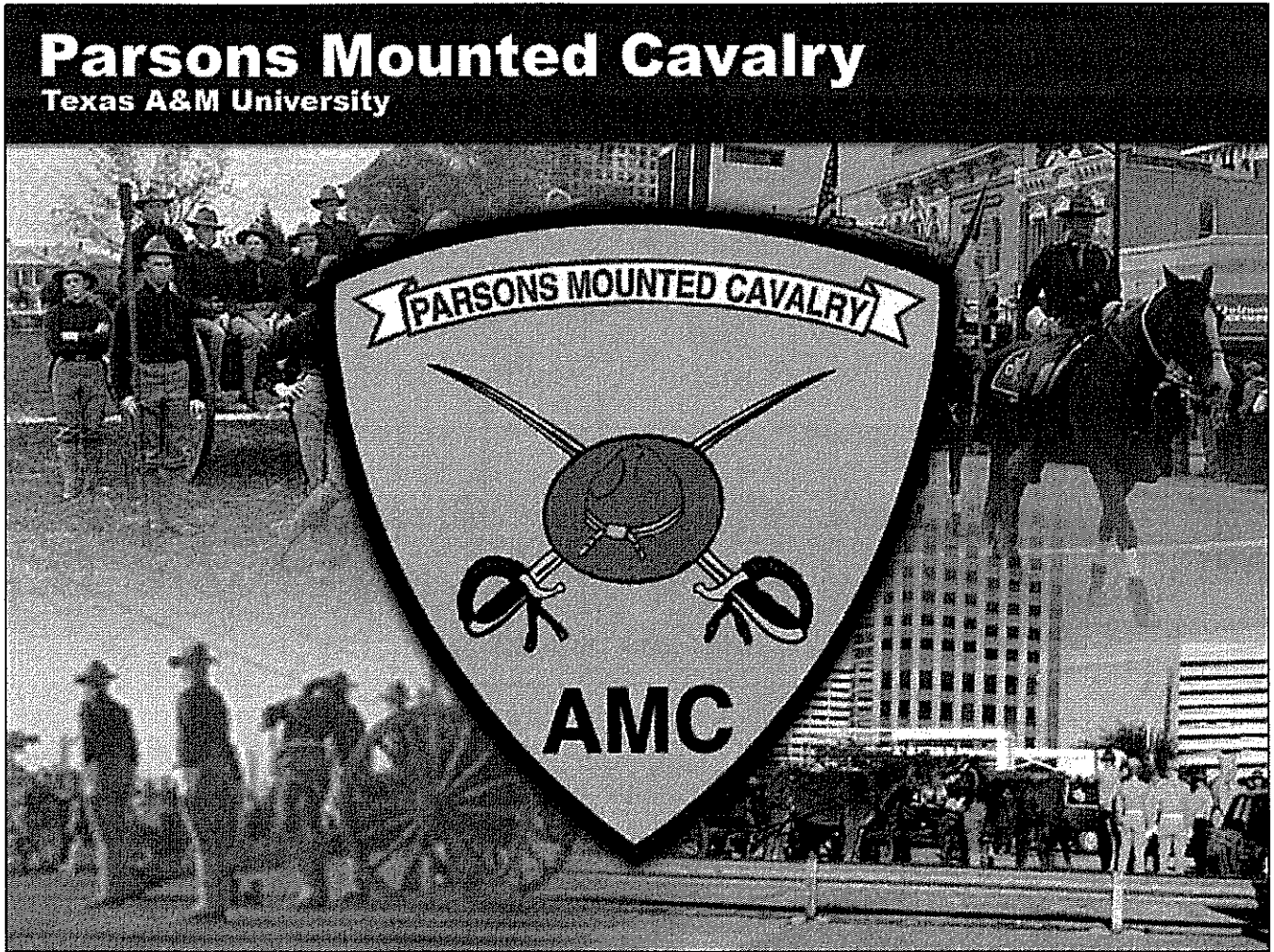
Regards,  
Michael Norton

>>> "Terrell, Raymond Gabe" <[gabe76@neo.tamu.edu](mailto:gabe76@neo.tamu.edu)> 10/21/2008 2:32 PM >>>  
Howdy Marianna,

Here are the final counts for how many horses and cadets we will be bringing to the Expo center on the 26th of November 2008. 62 cadets and 36 horses. we should arrive at the expo center on the 26th sometime between the hours of 1 to 3 in the afternoon. We would like to use either the inside or outside arena to keep our horses in

for the night. We will make sure we clean up every bit of mess we make. The parents of the cadets will show up shortly after we arrive to cook us dinner and any expo center employee is more than welcome to a free meal. Please reply back if you have any questions about any of this my cell number is 903-821-0976.

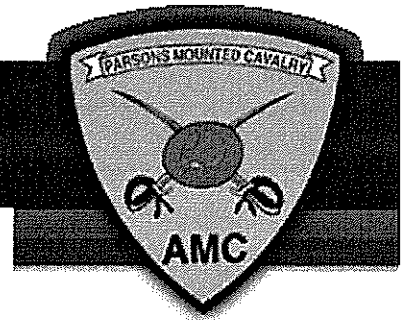
Very Respectfully,  
Gabe Terrell



Home

# Parsons Mounted Cavalry

Texas A&M University



[About the Cav](#)   [For Cadets](#)   [For Visitors](#)   [Contact Us](#)

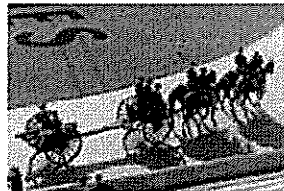
## About the Cav

Parsons Mounted Cavalry (PMC) is a mounted military organization of the Corps of Cadets at Texas A&M University. The organization is comprised of volunteer sophomore, junior, and senior cadets. Members of this organization reflect the traditions and heritage of Texas A&M, the State of Texas, and the United States of America.

This section provides information about all aspects of the Cav. Click on the links below to learn more about each part of PMC.

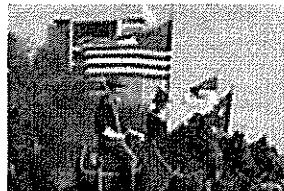


[History](#)



[The Spirit of '02](#)

[Fiddler's Green](#)



[Cavalry Officers](#)



[Rules for Membership](#)



[Goals of PMC](#)

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13

# TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Voting Session: November 4, 2008

*SAC*

A. Request made by: Stephen H. Capelle, Asst. County Atty Phone #: 854-9513  
(Elected Official/Appointed Official/Executive Manager/County Attorney)

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  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

III. Required Authorizations: Please check if applicable.

- Planning and Budget Office (854-9106)
- Additional funding for any department or for any purpose
- Transfer of existing funds within or between any line item
- Grant

- Human Resources Department (854-9165)
- Change in your department's personnel (reorganization, restructuring etc.)

- Purchasing Office (854-9700)
- Bid, Purchase Contract, Request for Proposal, Procurement

- County Attorney's Office (854-9415)
- Contract, Agreement, Policy & Procedure

RECEIVED  
COUNTY JUDGE'S OFFICE  
08 OCT 27 PM 4:31

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 11/04/08  
(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:

A. Approve setting a public hearing date for December 9, 2008, to receive comments regarding a plat for recording in Precinct Three: Amended Plat of Lots 11, 12, 15, and 18, Block A, Marshall's Point, Lot 16, Block A, Amended Plat of Lots 16 and 19, Block A, Marshall's Point and Lots 13, 14, and 17 Amended Plat of Lots 4, 5, 6, 13, 14 and 17, Block A Marshall's Point Subdivision (Total Number of Lots 2: (2 Single Family Residence Lots) – 47.186 acres – Marshall's Point Drive – No Fiscal is required from Travis County with this final plat – Sewage service to be provided by a private onsite system (LCRA)– City of Lago Vista ETJ).

C. Approved by:

\_\_\_\_\_  
Commissioner Gerald Daugherty, Precinct 3

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:

Joe Arriaga: 854-7562 Dennis Wilson, 854-4217  
Anna Bowlin: 854-7561

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

\_\_\_ Additional funding for any department or for any purpose

\_\_\_ Transfer of existing funds within or between any line item budget

\_\_\_ Grant

Human Resources Department (854-9165)

08 OCT 28 PM 3:59  
COUNTY JUDGES OFFICE

\_\_\_ 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

### MEMORANDUM

October 21, 2008

TO: Members of the Commissioners Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM:  Anna Bowlin, Director of Development Services 

**SUBJECT:** Amended Plat of Lots 11, 12, 15, and 18, Block A, Marshall's Point, Lot 16, Block A, Amended Plat of Lots 16 and 19, Block A, Marshall's Point and Lots 13, 14, and 17 Amended Plat of Lots 4, 5, 6, 13, 14 and 17, Block A Marshall's Point.

### ***PROPOSED MOTION:***

- A. Approve setting a public hearing date for December 9, 2008, to receive comments regarding a plat for recording in Precinct Three: Amended Plat of Lots 11, 12, 15, and 18, Block A, Marshall's Point, Lot 16, Block A, Amended Plat of Lots 16 and 19, Block A, Marshall's Point and Lots 13, 14, and 17 Amended Plat of Lots 4, 5, 6, 13, 14 and 17, Block A Marshall's Point Subdivision (Total Number of Lots 2: (2 Single Family Residence Lots) – 47.186 acres – Marshall's Point Drive – No Fiscal is required from Travis County with this final plat – Sewage service to be provided by a private onsite system (LCRA)– City of Lago Vista ETJ).**

### ***SUMMARY AND STAFF RECOMMENDATION:***

This final plat consists of 2 total lots for single family residence use. There are no linear feet of public streets being proposed to be dedicated with this amended plat. The applicant is proposing to develop this subdivision with two single family residences on 47.186 acres. There is a pending lawsuit against this property by the Travis County Appraisal District (TCAD) regarding the appraised value for this property. Therefore, taxes on this property have not been paid. As a result of the lawsuit, an agreement has been reached by both parties. The owner of the lots in question has agreed to reduce the number of lots from 7 lots to 2 lots. Chris Gilmore with the Travis County Attorney's office has given permission to schedule this plat for court. Mr. Gilmore states: "Once the plats are accepted and recorded the parties will finalize all aspects of this lawsuit."

Upon granting the open-space appraisal, the Travis County Tax Office will correct their records to reflect the change and adjust the tax statements to reflect there are no taxes owed." Mr. Gilmore has spoken to Phong Phan from the appraisal district office and it is OK with him to put this on the agenda for approval now without the tax certificate showing all taxes have been paid and before the plat gets recorded TCAD will grant the open-space appraisal.

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

***ISSUES:***

Staff has not received any inquiries from any adjacent property owners or from anyone else.

***BUDGETARY AND FISCAL IMPACT:***

None.

***REQUIRED AUTHORIZATIONS:***

None.

***EXHIBITS:***

Location map and plat

AMB: ja 1008

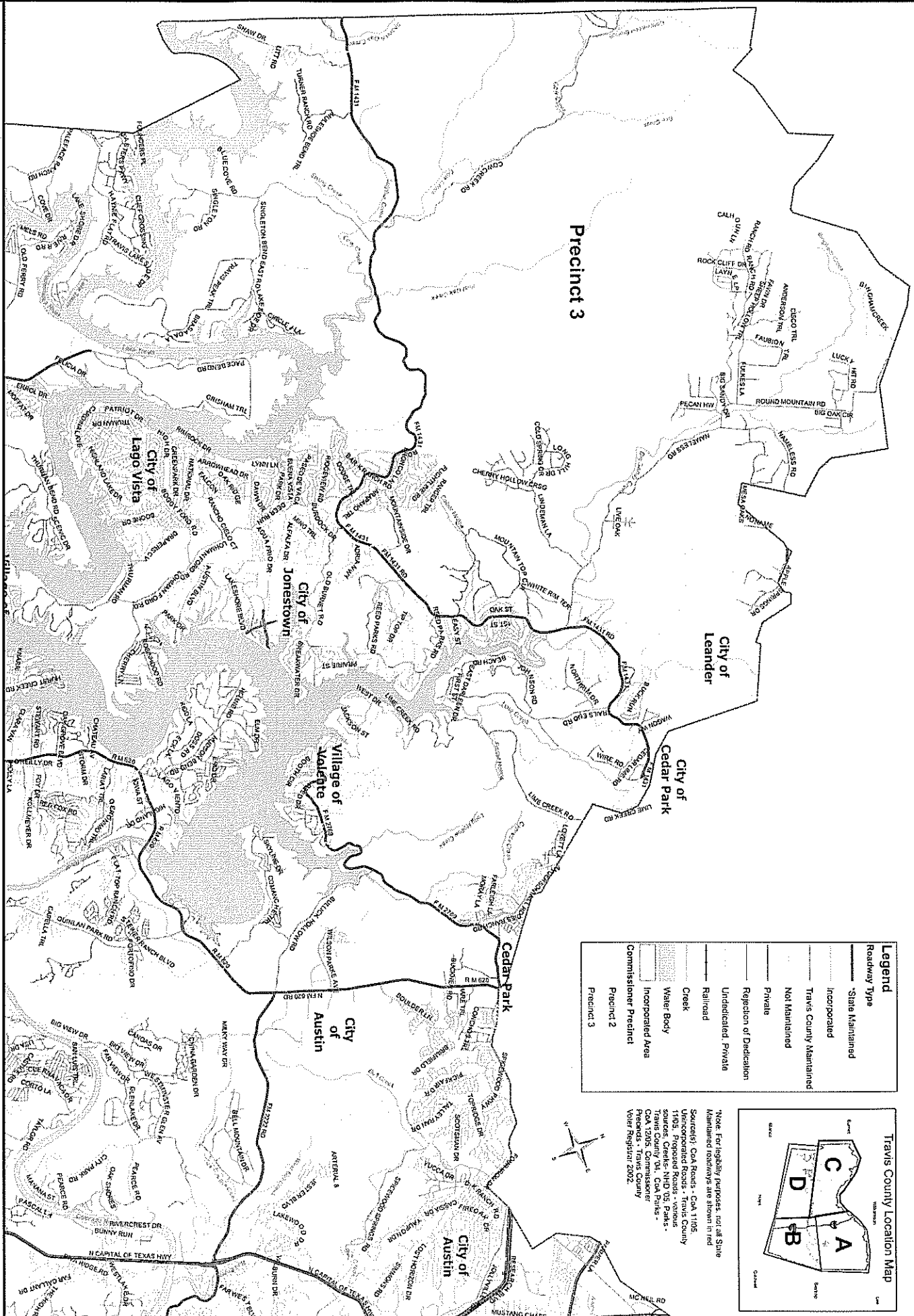
Map Disclaimer: This map was created for the Travis County Sign Crew for identifying Travis County's maintained roadways. The data is provided "as is" with no warranty of any kind. For questions, contact the Travis County GIS Coordinator at (512) 925-3533.

Text Scale:  
1 inch equals 1,000 feet  
1 inch equals 5,280 feet

# Travis County Roadways, Map C

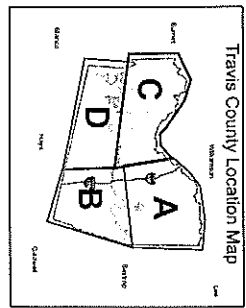
0  
1000  
2000

Map Prepared by: Travis County  
Dept. of Transportation & Natural Resources  
Date: 01/04/2008  
HDP: JMW/CD TRAVIS TX 6538125

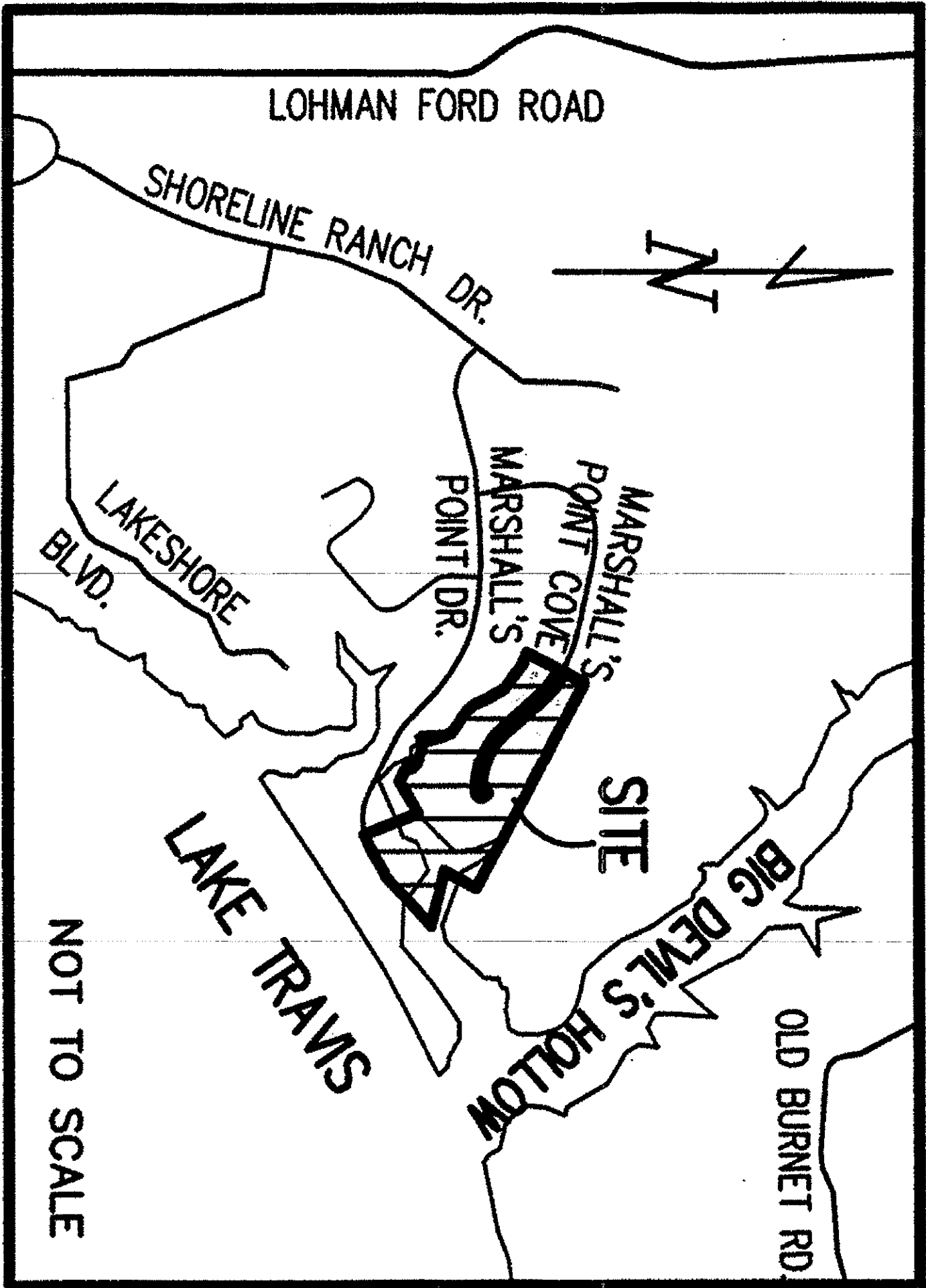


**Legend**

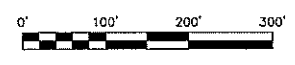
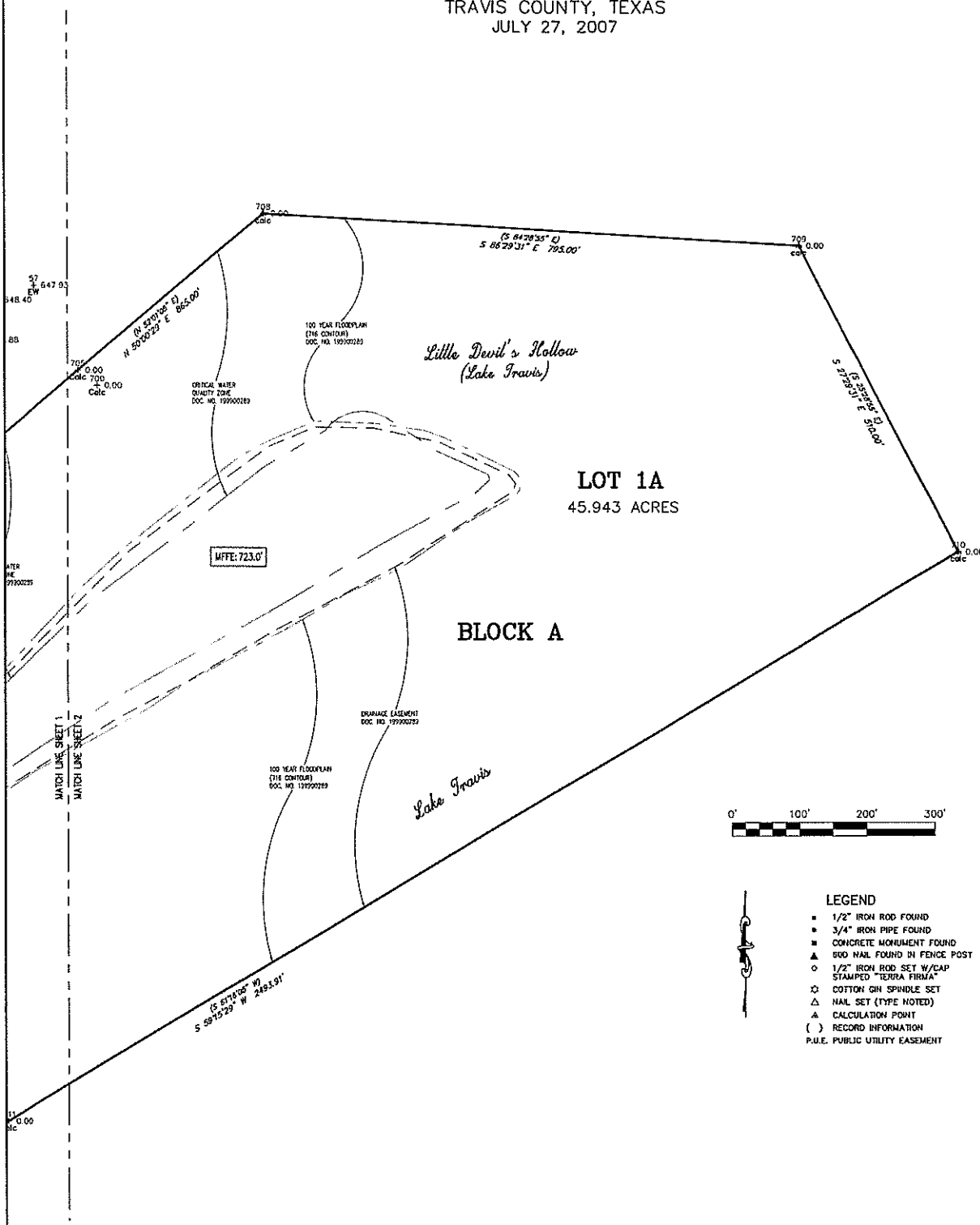
	Roadway Type
	State Maintained
	Incorporated
	Travis County Maintained
	Not Maintained
	Private
	Rejection of Dedication
	Undedicated, Private
	Railroad
	Creek
	Water Body
	Incorporated Area
	Commissioner Precinct
	Precinct 2
	Precinct 3



Note: For regulatory purposes, not all State Maintained roadways are shown in red.  
Sources: CAAs Roads - CAA 1105  
Undedicated Roads - Travis County  
1905, Proposed Roads - Various  
Sources: Greater HFD 05 Parks - CAA 1205, Commissioner Precincts - Travis County Voter Registrar 2002.



**AMENDED PLAT OF  
LOTS 1-3 AND 2A, BLOCK A, MARSHALL'S POINT**  
TRAVIS COUNTY, TEXAS  
JULY 27, 2007



- LEGEND**
- 1/2" IRON ROD FOUND
  - 3/4" IRON PIPE FOUND
  - CONCRETE MONUMENT FOUND
  - ▲ 5/8" NAIL FOUND IN FENCE POST
  - 1/2" IRON ROD SET W/CAP STAMPED "TERRA FIRMA"
  - ⊙ COTTON GIN SPINDLE SET
  - △ NAIL SET (TYPE NOTED)
  - ▲ CALCULATION POINT
  - ( ) RECORD INFORMATION
  - P.U.E. PUBLIC UTILITY EASEMENT

**SHEET 2 OF 4**

FILE: Z:\Projects\4008\003 Lots 1-3,2a\Amended-Plat.dwg	
Z:\Projects\4008\003 Lot Files\4008.dwg	
JOB NO: 0408-003-00 001	DRAWN BY: CWJC
DATE: 07-27-2007	CHECKED BY: DCC
SCALE: 1"=100'	REvised: 09/11/2008

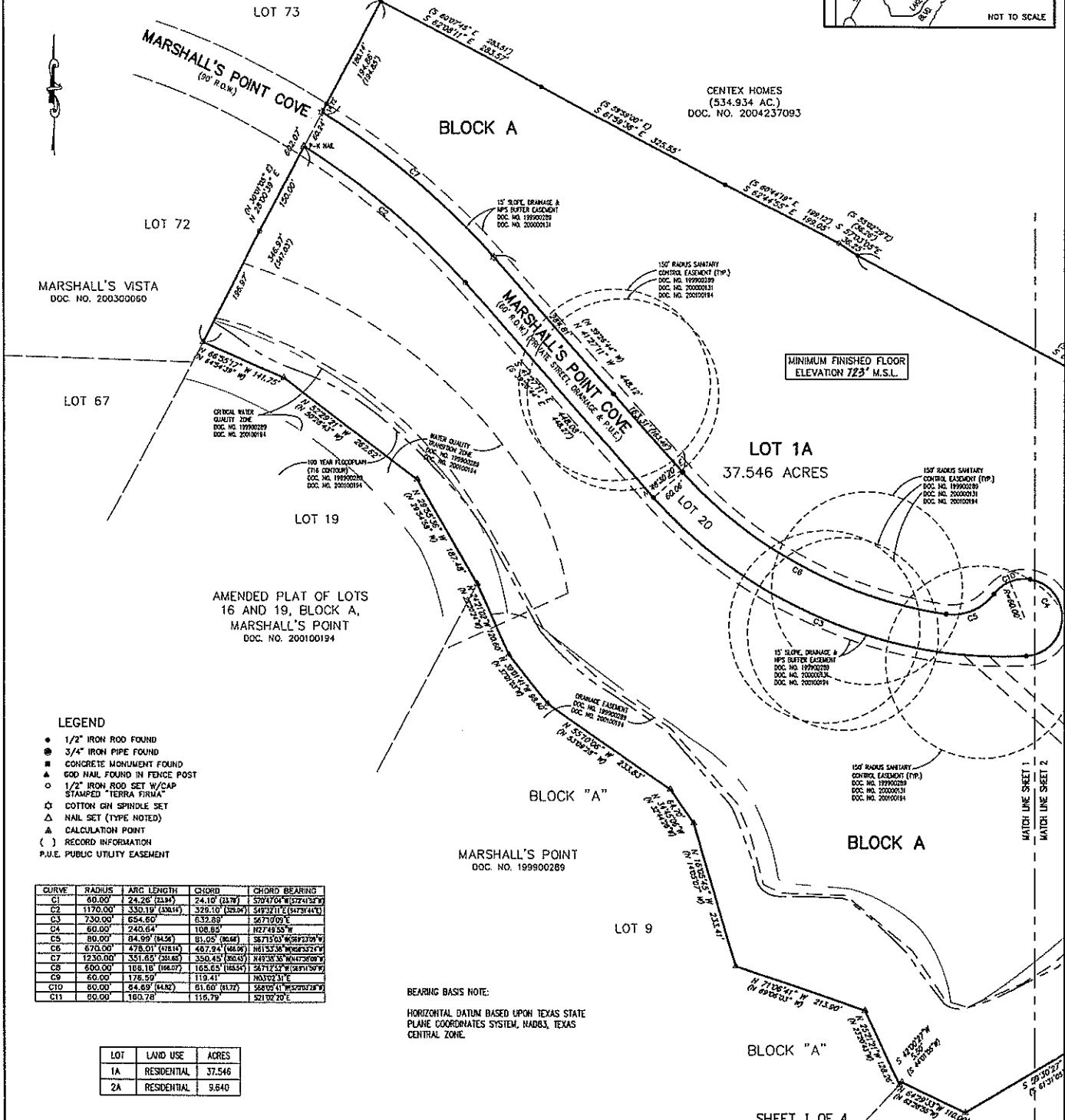
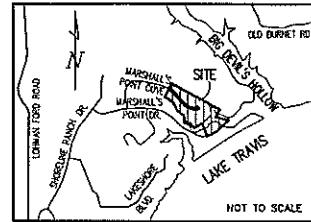
**terra firma** LAND SURVEYING

1701 Overlook Boulevard, Suite 100 Austin, Texas 78744 512/238-4373 Fax 512/443-2264

**AMENDED PLAT OF  
LOTS 1-3 AND 2A, BLOCK A, MARSHALL'S POINT**



AMENDED PLAT OF LOTS 11, 12, 15 AND 18, BLOCK A, MARSHALL'S POINT, LOT 16, BLOCK A, AMENDED PLAT OF LOTS 16 AND 19, BLOCK A, MARSHALL'S POINT AND LOTS 13, 14 AND 17, AMENDED PLAT OF LOTS 4, 5, 6, 13, 14 AND 17, BLOCK A, MARSHALL'S POINT



MARSHALL'S VISTA  
DOC. NO. 200300080

CENTEX HOMES  
(534.934 AC.)  
DOC. NO. 2004237093

MINIMUM FINISHED FLOOR  
ELEVATION 723' M.S.L.

AMENDED PLAT OF LOTS  
16 AND 19, BLOCK A,  
MARSHALL'S POINT  
DOC. NO. 200100194

MARSHALL'S POINT  
DOC. NO. 199900289

- LEGEND**
- 1/2" IRON ROD FOUND
  - ⊙ 3/4" IRON PIPE FOUND
  - CONCRETE MONUMENT FOUND
  - ▲ 600 NAIL FOUND IN FENCE POST
  - 1/2" IRON ROD SET W/CAP STAMPED "TERRA FIRMA"
  - ⊙ COTTON GRN SPINDLE SET
  - △ NAIL SET (TYPE NOTED)
  - ▲ CALCULATION POINT
  - ( ) RECORD INFORMATION
- P.U.E. PUBLIC UTILITY EASEMENT

CURVE	RADIUS	ARC LENGTH	CHORD	CHORD BEARING
C1	60.00'	24.26' (83.94)	24.10' (83.74)	S 57°07'00" W 107°21'30" E
C2	1170.00'	330.19' (134.14)	328.10' (133.24)	S 49°22'11" E 107°36'41" E
C3	730.00'	654.60'	632.89'	S 67°10'00" E
C4	60.00'	240.64'	108.85'	N 27°49'50" W
C5	80.00'	84.99' (34.36)	81.05' (32.08)	S 67°15'03" W 56°27'00" W
C6	870.00'	478.01' (188.14)	467.24' (184.66)	N 61°55'36" W 52°22'21" E
C7	1230.00'	351.82' (138.48)	350.45' (138.45)	N 49°38'30" W 107°20'00" E
C8	600.00'	188.18' (74.27)	185.65' (73.45)	S 67°12'52" W 56°21'50" W
C9	60.00'	178.59'	119.41'	N 03°10'21" E
C10	80.00'	84.89' (34.82)	81.60' (32.12)	S 68°10'41" W 56°20'28" W
C11	60.00'	180.78'	116.79'	S 21°02'20" E

**BEARING BASIS NOTE:**  
HORIZONTAL DATUM BASED UPON TEXAS STATE PLANE COORDINATES SYSTEM, NAD83, TEXAS CENTRAL ZONE.

LOT	LAND USE	ACRES
1A	RESIDENTIAL	37.546
2A	RESIDENTIAL	9.646

SHEET 1 OF 4

FILE: S:\Projects\1408\001 Amended Plat\1408-001.dwg  
S:\Projects\1408\Point Firm\1408.dwg

JOB NO: 0409-01-00 001	DRAWN BY: CW MC
DATE: 07-01-2007	CHECKED BY: CDD
SCALE: 1"=100'	REvised: 08-21-2008

AMENDED PLAT OF LOTS 11, 12, 15 AND 18, BLOCK A, MARSHALL'S POINT, LOT 16, BLOCK A, AMENDED PLAT OF LOTS 16 AND 19, BLOCK A, MARSHALL'S POINT AND LOTS 13, 14 AND 17, AMENDED PLAT OF LOTS 4, 5, 6, 13, 14 AND 17, BLOCK A, MARSHALL'S POINT

This survey contains information that is proprietary to Terra Firma Land Surveying. No use or disclosure is made or to be made without the express written permission of Terra Firma Land Surveying is prohibited.

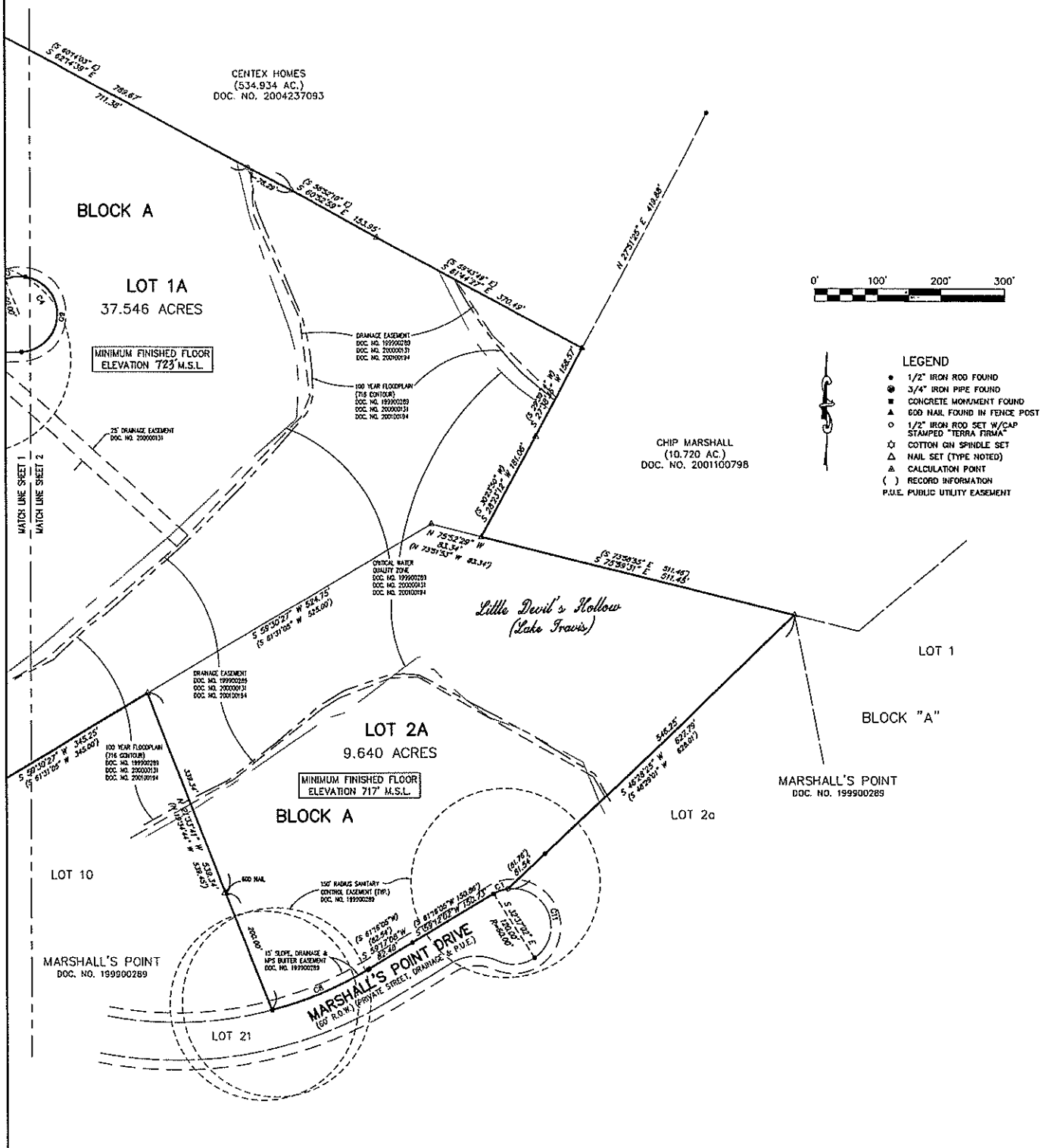
This survey is not an encumbrance and is not to be used as such. The original copy of this survey is the only one that is valid. If the copy is not the original, the survey is void.

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1701 Commerce Boulevard, Suite 400, Austin, Texas 78741 512/248-8275 Fax 512/448-2294

AMENDED PLAT OF LOTS 11, 12, 15 AND 18, BLOCK A, MARSHALL'S POINT, LOT 16, BLOCK A, AMENDED PLAT OF LOTS 16 AND 19, BLOCK A, MARSHALL'S POINT AND LOTS 13, 14 AND 17, AMENDED PLAT OF LOTS 4, 5, 6, 13, 14 AND 17, BLOCK A, MARSHALL'S POINT



SHEET 2 OF 4

FILE: \\Projects\4408\001 Amended Plat\4408-001.dwg		DRAWN BY: CW MC
PROJECT: \\Projects\4408\Point Fees\4408.plt		CHECKED BY: OZZ
JOB NO: 0408-01-00 001	DATE: 07-08-2007	REVISION: 08-21-2008
SCALE: 1"=100'		
AMENDED PLAT OF LOTS 11, 12, 15 AND 18, BLOCK A, MARSHALL'S POINT, LOT 16, BLOCK A, AMENDED PLAT OF LOTS 16 AND 19, BLOCK A, MARSHALL'S POINT AND LOTS 13, 14 AND 17, AMENDED PLAT OF LOTS 4, 5, 6, 13, 14 AND 17, BLOCK A, MARSHALL'S POINT		

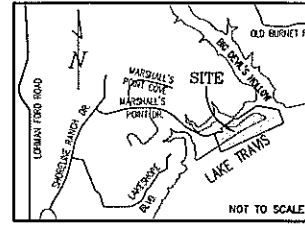
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**terra firma** LAND SURVEYING

1701 Oldways Boulevard, Suite 400, Austin, Texas 78744 512/226-8273 Fax 512/469-2288

# AMENDED PLAT OF LOTS 1-3 AND 2A, BLOCK A, MARSHALL'S POINT

TRAVIS COUNTY, TEXAS  
JULY 27, 2007

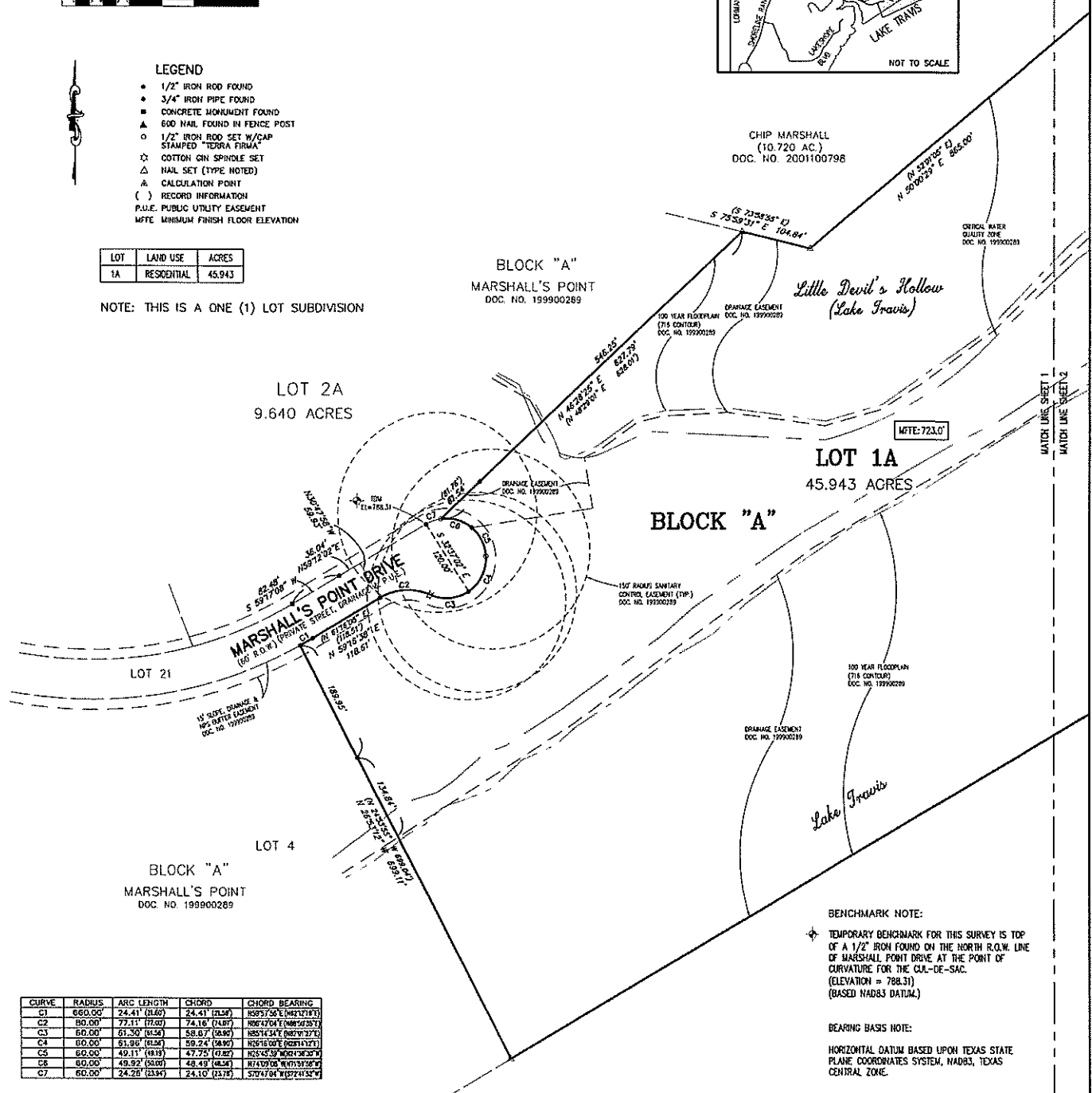


**LEGEND**

- 1/2" IRON ROD FOUND
- 3/4" IRON PIPE FOUND
- CONCRETE MONUMENT FOUND
- ▲ 600 NAIL FOUND IN FENCE POST
- 1/2" IRON ROD SET W/CAP STAMPED "TERRA FIRMA"
- ☆ COTTON GIN SPINDLE SET
- △ NAIL SET (TYPE NOTED)
- ▲ CALCULATION POINT
- ( ) RECORD INFORMATION
- P.U.E. PUBLIC UTILITY EASEMENT
- MFE: MINIMUM FINISH FLOOR ELEVATION

LOT	LAND USE	ACRES
1A	RESIDENTIAL	45.943

NOTE: THIS IS A ONE (1) LOT SUBDIVISION



CURVE	RADIUS	ARC LENGTH	CHORD	CHORD BEARING
C1	660.00'	24.41' (N16.0)	24.41' (N16.0)	N89°57'56"E (N21°27'17"W)
C2	60.00'	72.11' (N1.07)	74.10' (N1.07)	N89°47'04"E (N89°56'25"W)
C3	60.00'	61.30' (N1.28)	58.67' (N1.28)	N89°14'51"E (N89°19'27"W)
C4	60.00'	51.90' (N1.24)	59.24' (N1.24)	N89°15'00"E (N89°11'27"W)
C5	60.00'	49.11' (N1.19)	47.75' (N1.19)	N89°45'39"W (N89°13'20"W)
C6	60.00'	49.92' (N1.09)	48.49' (N1.09)	N74°09'06"W (N71°51'56"W)
C7	60.00'	24.28' (N1.57)	24.10' (N1.57)	S70°47'04"W (N72°41'32"E)

**BENCHMARK NOTE:**  
 ☆ TEMPORARY BENCHMARK FOR THIS SURVEY IS TOP OF A 1/2" IRON FOUND ON THE NORTH R.O.W. LINE OF MARSHALL'S POINT DRIVE AT THE POINT OF CURVATURE FOR THE C1A-DE-SAC. (ELEVATION = 788.31) (BASED NAD83 DATUM.)

**BEARING BASIS NOTE:**  
 HORIZONTAL DATUM BASED UPON TEXAS STATE PLANE COORDINATES SYSTEM, NAD83, TEXAS CENTRAL ZONE.

**SHEET 1 OF 4**

FILE: \\Projects\4408\003 Lots 1-3 to Amended-Plat.dwg	DESKY: BT
PROJECT: \\Projects\4408\Point 788\4408.plt	CHECKED BY: GCO
JOB NO: 04408-003-00 001	REVISION: 06/11/2008
DATE: 07-27-2007	SCALE: 1"=100'

**AMENDED PLAT OF  
LOTS 1-3 AND 2A, BLOCK A, MARSHALL'S POINT**



1701 Woodloch Boulevard, Suite 400 Austin, Texas 78744 512/238-1212 Fax 512/418-2189

The survey was conducted in accordance with the provisions of the Texas Surveying and Mapping Act and the rules and regulations of the Texas Board of Surveying and Mapping. The survey was conducted in accordance with the provisions of the Texas Surveying and Mapping Act and the rules and regulations of the Texas Board of Surveying and Mapping. The survey was conducted in accordance with the provisions of the Texas Surveying and Mapping Act and the rules and regulations of the Texas Board of Surveying and Mapping.