

# TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

**Voting Session:** March 10, 2009

- I. A. Request made by: DANNY HOBBY, EXECUTIVE MANAGER, EMERGENCY SERVICES  
Phone #: 854-4416  
(Elected Official/Appointed Official/Executive Manager/County Attorney)
- B. Requested topic: CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE PROHIBITION OF OUTDOOR BURNING IN THE UNINCORPORATED AREAS OF TRAVIS COUNTY.
- C. Approved by: \_\_\_\_\_  
Signature of Commissioner or Judge
- II. A. Any backup material to be presented to the court must be submitted with this Agenda Request (Original and eight copies).
- B. Please list all of the agencies or officials' names and telephone numbers that might be affected by or involved with this request. Send a copy of this Agenda Request and backup to them:
- \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- III. Required Authorizations: Please check if applicable.
- Planning and Budget Office (854-9106)  
\_\_\_\_\_  
Additional funding for any department or for any purpose  
\_\_\_\_\_  
Transfer of existing funds within or between any line item  
\_\_\_\_\_  
Grant
- Human Resources Department (854-9165)  
\_\_\_\_\_  
Change in your department's personnel (reorganization, restructuring etc.)
- Purchasing Office (854-9700)  
\_\_\_\_\_  
Bid, Purchase Contract, Request for Proposal, Procurement
- County Attorney's Office (854-9415)  
\_\_\_\_\_  
Contract, Agreement, Policy & Procedure

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



# EMERGENCY SERVICES

**DANNY HOBBY, EXECUTIVE MANAGER**

P.O.Box 1748 , AUSTIN, TEXAS 78767

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

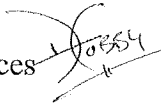
*Emergency Management  
Pete Baldwin, Emergency Mgmt.  
Coordinator*

*Fire Marshal  
Hershel Lee, Interim Fire Marshal*

*Medical Examiner  
Dr. David Dolinak*

## MEMORANDUM

**To:** Travis County Commissioners Court

**Through:** Danny Hobby, Executive Manager Emergency Services 

**From:** Pete Baldwin, Emergency Management Coordinator

**Date:** March 10, 2009

**Subject:** **Order Prohibiting Outdoor Burning in the Unincorporated Areas of Travis County**

*STAR Flight  
Casey Ping, Program Manager*

The current Burn Ban expires on March 11, 2009. Travis County has not received any significant rainfall in the past 30 days. The KBDI in Travis County continues to be over 600. The current drought monitors indicate that Travis County is in a severe drought category with increased risk of wildfire occurrence. Live fuels can also be expected to burn actively at these levels. The Office of Emergency Management and the Fire Marshal's Office recommend approval of the Order Prohibiting Outdoor Burning in the Unincorporated Areas of Travis County.

Thank you.

COUNTY OF TRAVIS       §  
                                     §  
STATE OF TEXAS         §

**ORDER PROHIBITING  
OUTDOOR BURNING**

WHEREAS, Section 352.081 of the Local Government Code provides that the commissioners court of a county by order may prohibit outdoor burning in the unincorporated area of the county if the commissioners court makes a finding that circumstances present in the unincorporated area create a public safety hazard that would be exacerbated by outdoor burning; and,

WHEREAS, the Travis County Commissioners Court does hereby find that circumstances present in all of the unincorporated area of Travis County create a public safety hazard that would be exacerbated by outdoor burning;

NOW, THEREFORE, it is ORDERED that outdoor burning is prohibited in all of the unincorporated areas of Travis County as follows:

- (1) Actions prohibited:
  - (a) A person violates this order if he/she burns any combustible material outside of an enclosure which serves to contain all flames and/or sparks, or orders such burning by others.
  - (b) A person violates this order if he/she engages in any activity outdoors which could allow flames or sparks that could result in a fire unless done in an enclosure designed to protect the spread of fire, or orders such activities by others.
- (2) Enforcement:
  - (a) Upon notification of suspected outdoor burning, the fire department with jurisdiction for the location of the fire shall respond to the scene and take immediate measures to contain and/or extinguish the fire.
  - (b) As soon as possible, a duly commissioned peace officer shall be sent to the scene to investigate the nature of the fire.
  - (c) If, in the opinion of the officer on the scene, the goal of this order can be attained by informing the responsible party about the prohibitions established by this order, the officer may, at his or her discretion, request compliance with it. In such instances, an entry of this notification containing the date, time and place of the warning, along with the name of the party receiving the warning, shall be forwarded to the office of County Judge.
  - (d) In accordance with Section 352.081 of the Local Government Code, a person who knowingly or intentionally violates this order commits a Class C Misdemeanor, punishable by a fine up to \$500.
- (3) This order does not apply to outdoor burning activities:
  - (a) related to public health and safety that are authorized by the Texas Commission on Environmental Quality for:
    - (A) firefighter training;
    - (B) public utility, natural gas pipeline, or mining operations; or
    - (C) planting or harvesting of agriculture crops.

- (b) that are conducted by a prescribed burn manager certified under Section 153.048, Natural Resources Code, and meet the standards of Section 153.047, Natural Resources Code.
- (c) that involve the performance of **outdoor** combustible operations, including but not limited to, outdoor welding, cutting or grinding operations and outdoor hot works operations, by any person (i) if the Travis County Fire Marshal has issued a permit for the welding or hot works operations in compliance with the Fire Code or (ii) if the operations are performed in compliance with the following requirements creating a controlled environment and safeguards on each day when operations are performed:
  - (A) Areas where welding, cutting or grinding operations or hot works operations are being performed are free of vegetation for at least twenty-five feet in all directions;
  - (B) Surfaces around welding or hot works area are wetted down;
  - (C) Each location where welding, cutting or grinding operations or hot works operations are being performed must have cellular telephone communications for emergency response;
  - (D) Before beginning any operations, the person performing the welding, cutting or grinding operations or hot works operations must notify the local fire department or Emergency Services District which serves the location where the welding, cutting or grinding operations or hot works operations are planned.
  - (E) A dedicated fire watch person attends each welder, cutter, grinder, or worker performing hot works operations or any activity that causes a spark;
  - (F) At least one (1) water pressure fire extinguisher per fire watch person is located within 10 feet of the location where welding, cutting or grinding operations or hot works operations are being performed;
  - (G) No welding, cutting or grinding operations or hot works operations is allowed on days designated as red flag warning days by the National Weather Service;
  - (H) If all welding, cutting and grinding operations or hot works operations are performed only in a total welding or hot works enclosure, or "welding box" or "hot works box", that is sufficiently high to control sparks, including a fire retardant cover over the top, the operations must comply with requirements E, F, and G in this list and is encouraged to comply with requirements A-D inclusive, if feasible and appropriate, and;
  - (I) If all welding, cutting and grinding operations or hot works operations are performed only in sub-surface, or "bell hole", welding and grinding operations or hot works operations within approved excavations, the operations must comply with requirements E, F, and G in this list and is encouraged to comply with requirements A-D inclusive, if feasible and appropriate.



Be it also ORDERED that the purpose of this order is the mitigation of the public safety hazard posed by wild fires during the current dry weather by curtailing the practice of outdoor burning, which purpose is to be taken into account in any enforcement action based upon this order.

This order prohibiting outdoor burning shall expire on April 8, 2009 or upon such date as the Travis County Commissioners Court by order determines that the circumstances present in the unincorporated areas of Travis County no longer create a public safety hazard that would be exacerbated by outdoor burning, whichever occurs earlier.

ORDERED THIS 10<sup>th</sup> DAY OF MARCH 2009.

TRAVIS COUNTY COMMISSIONERS COURT

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

2 ✓

## Travis County Commissioners Court Agenda Request

Voting Session March 10, 2009  
(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 \$949,895.88, for the period of February 20, 2009 to February 26, 2009.

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
Rodney Rhoades	854-9106

### 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)

09 FEB 30 AM 10:00

RECEIVED  
COUNTY JUDGE'S OFFICE

TRAVIS COUNTY  
RECOMMENDATION FOR TRANSFER OF FUNDS

DATE: March 10, 2009

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: February 20, 2009 to February 26, 2009

REIMBURSEMENT REQUESTED  
FOR THIS PERIOD: \$949,895.88

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 \$949,895.88.

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  
FEBRUARY 20, 2009 TO FEBRUARY 26, 2008

- Page 1. Detailed Recommendation to Travis County Auditor for transfer of funds.
- Page 1a. Explanation of Higher than Normal Reimbursement Amount.
- Page 2. Chart of Weekly Reimbursements Compared to Budget.
- Page 3. Paid Claims Compared to Budgeted Claims.
- Page 4. Notification of amount of request from United Health Care (UHC).
- Page 5. Last page of the UHC Check Register for the Week.
- Page 6. List of payments deemed not reimbursable.
- Page 7. Journal Entry for the reimbursement.

# RECOMMENDATION FOR TRANSFER OF FUNDS

TRAVIS COUNTY

DATE:  
TO:  
FROM:  
COUNTY DEPT.

March 10, 2009  
Susan Spataro, County Auditor  
Dan Mansour, Risk Manager  
Human Resources Management Department (HRMD)

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

PERIOD OF PAYMENTS PAID:  
FROM:  
TO:

February 20, 2009  
February 26, 2009

## REIMBURSEMENT REQUESTED:

\$ 949,895.88

## SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC**:	\$ 1,796,634.72
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: March 3, 2009	\$ (846,738.71)
Adjust to balance per UHC	\$ 0.17
TOTAL REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:	\$ 949,895.88
PAYMENTS DEEMED NOT REIMBURSABLE	\$ -
TRANSFER OF FUNDS REQUESTED:	\$ 949,895.88

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

All claims over \$25,000 (4 this week totaling \$466,149.26) 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 (\$74,360.18) 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 \$4,618.39.

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

I certify that all data listed on this recommendation for transfer of funds is correct and that the payments shown have been made solely for the purpose of health insurance claims.

 2-27-09  
Linda Moore Smith, Director Date

 2-27-09  
Dan Mansour, Risk Manager Date



## MEMORANDUM

Date: March 10, 2009

To: Commissioners Court

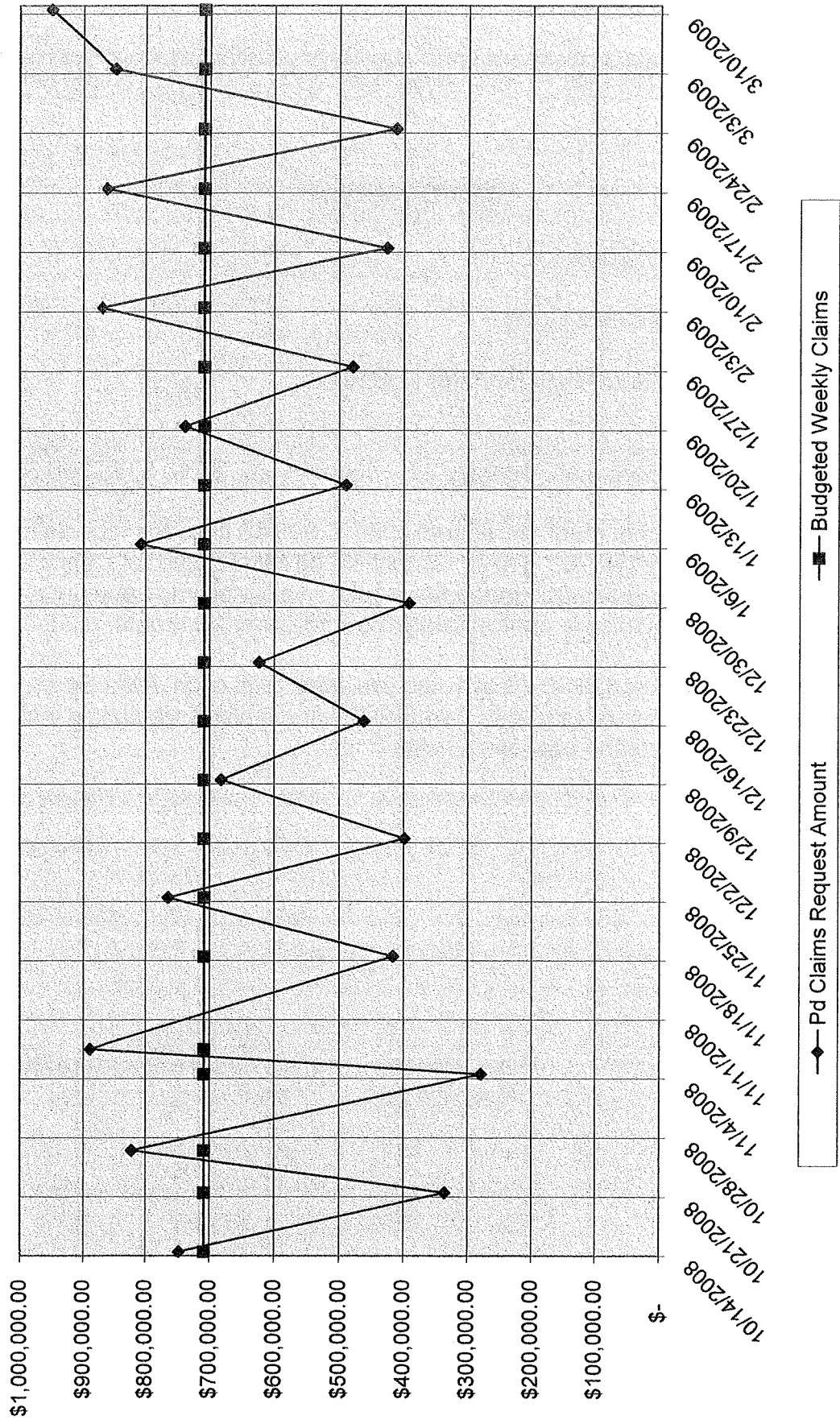
From: Dan Mansour, Risk Manager, HRMD

Re: Explanation of Larger than Normal Health Reimbursement Request  
For the Period of February 20 – February 26, 2009, \$949,898.88

This week's claims reimbursement request of \$995,895.88 includes four claims over \$25,000, totaling \$466,149.26. Travis County will be reimbursed for claims costs for individuals that exceed \$175,000 in the fiscal year. These claims have been audited by HRMD and the individuals are appropriately covered under our health plan.

Last week's claims totaled \$846,738.71, the two week total of \$1,796,634.59, is higher than the average two week total of \$1,244,080.56, due to six large claims included on reimbursement requests the past two weeks.

TRAVIS COUNTY BENEFIT PLAN  
FY09 PAID CLAIMS vs WEEKLY CLAIMS BUDGET OF \$708,314.75



# TRAVIS COUNTY EMPLOYEE BENEFIT PLAN

Last Updated: 12/22/2009 11:42:35am

## FY09 WEEKLY PAID CLAIMS VS WEEKLY BUDGETED AMOUNT

Period	Voting Session Date	Pd Claims Request Amount	Budgeted Weekly Claims	# of Large Claims	Total of Large Claims
9/26/08-10/02/2008	10/14/2008	\$ 747,324.53	\$ 708,314.75	0	\$ -
10/3/08-10/09/08	10/21/2008	\$ 335,512.06	\$ 708,314.75	2	\$ 90,581.80
10/10/08-10/16/08	10/26/2008	\$ 821,392.23	\$ 708,314.75	1	\$ 27,830.00
10/17/08-10/23/08	11/4/2008	\$ 278,558.66	\$ 708,314.75	1	\$ 25,794.46
10/24/08-10/30/08	11/7/2008	\$ 889,154.23	\$ 708,314.75	3	\$ 241,152.98
10/31/08-11/06/08	11/18/2008	\$ 416,144.12	\$ 708,314.75	1	\$ 43,401.87
11/07/08-11/13/08	11/25/2008	\$ 764,495.13	\$ 708,314.75	1	\$ 25,086.80
11/14/08-11/20/08	12/2/2008	\$ 398,204.17	\$ 708,314.75	1	\$ 29,800.00
11/21/08-11/27/08	12/9/2008	\$ 681,975.72	\$ 708,314.75	0	\$ -
11/28/08-12/04/08	12/16/2008	\$ 461,401.09	\$ 708,314.75	1	\$ 52,900.00
12/05/08-12/11/08	12/23/2008	\$ 623,235.92	\$ 708,314.75	1	\$ 75,029.80
12/12/08-12/18/08	12/30/2008	\$ 391,245.55	\$ 708,314.75	1	\$ 29,333.31
12/19/08-12/25/08	1/6/2009	\$ 806,849.20	\$ 708,314.75	1	\$ 79,550.00
12/26/08-01/01/09	1/13/2009	\$ 489,510.01	\$ 708,314.75	3	\$ 231,596.70
01/02/09-01/08/09	1/20/2009	\$ 738,207.12	\$ 708,314.75	0	\$ -
01/09/09-01/15/09	1/27/2009	\$ 479,061.40	\$ 708,314.75	1	\$ 52,000.00
01/16/09-01/22/09	2/3/2009	\$ 868,256.76	\$ 708,314.75	2	\$ 122,268.15
01/23/09-01/29/09	2/10/2009	\$ 425,948.22	\$ 708,314.75	1	\$ 27,799.00
01/30/09-02/5/09	2/17/2009	\$ 859,996.86	\$ 708,314.75	1	\$ 44,068.88
02/6/09-02/12/09	2/24/2009	\$ 411,769.22	\$ 708,314.75	2	\$ 135,874.72
2/13/09-2/19/09	3/3/2009	\$ 846,738.71	\$ 708,314.75	2	\$ 100,933.50
2/20/09-2/26/09	3/10/2009	\$ 949,895.88	\$ 708,314.75	4	\$ 466,149.26
Paid and Budgeted Claims - to date		\$ 13,684,876.79	\$ 15,582,924.50		
Amount Under Budget			\$ (1,898,047.71)		
Not predictive of impact on reserve, intended to show relationship of weekly budget to weekly claims cost.					



Last Updated 3-5-09 at 4:28pm

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: 2009-02-27 REQUEST AMOUNT: \$1,796,634.42

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

## CALCULATION OF REQUEST AMOUNT

+ ENDING BANK ACCOUNT BALANCE FROM: 2009-02-26	\$179,168.67
- REQUIRED BALANCE TO BE MAINTAINED:	\$1,938,718.00
+ PRIOR DAY REQUEST:	\$00.00
 = UNDER DEPOSIT:	 \$1,759,549.33
+ CURRENT DAY NET CHARGE:	\$37,085.09
+ FUNDING ADJUSTMENTS:	\$00.00

REQUEST AMOUNT: \$1,796,634.42

## ACTIVITY FOR WORK DAY: 2009-02-20

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$30,845.96	\$00.00	\$30,845.96
TOTAL:	\$30,845.96	\$00.00	\$30,845.96

## ACTIVITY FOR WORK DAY: 2009-02-23

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$72,652.51	\$00.00	\$72,652.51

Page: 1 of 2

## UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2009\_02\_26

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	1.76 RB		1579016 A		11	2/23/2009	100	2/25/2009	2/26/2009
701254	632	1.76 RB		1579013 A		3	2/23/2009	100	2/25/2009	2/26/2009
701254	632	1.7 RB		1580921 AI		3	2/23/2009	100	2/25/2009	2/26/2009
701254	632	1.7 RB		1580922 AI		3	2/23/2009	100	2/25/2009	2/26/2009
701254	632	1.58 RB		1577891 AI		11	2/23/2009	100	2/25/2009	2/26/2009
701254	632	1.44 UW		52346962 AH		6	2/6/2009	20	2/23/2009	2/26/2009
701254	632	1.39 RA		89637282 AA		1	2/19/2009	100	2/23/2009	2/26/2009
701254	632	1.32 R1		29218552 A		46	2/11/2009	20	2/26/2009	2/26/2009
701254	632	0.04 RB		3356072 AH		6	2/24/2009	100	2/26/2009	2/26/2009
701254	632	0.01 RB		1646408 AA		5	2/23/2009	100	2/25/2009	2/26/2009
701254	632	-5.99 Q7		64708602 AA		5	11/25/2008	50	2/26/2009	2/26/2009
701254	632	-10.82 NN		SSN00000CAL		0	2/20/2009	600	2/26/2009	2/26/2009
701254	632	-29.63 NN		SSN00000CAL		0	2/17/2009	600	2/23/2009	2/26/2009
701254	632	-196.7 NN		SSN00000CAL		0	2/18/2009	600	2/24/2009	2/26/2009
701254	632	-268.1 Q3		64858892 AH		9	7/9/2008	50	2/23/2009	2/26/2009
701254	632	-485.46 UU		690343 AE		9	2/17/2009	50	2/23/2009	2/26/2009
701254	632	-849.54 NN		SSN00000CAL		0	2/17/2009	600	2/23/2009	2/26/2009
701254	632	-1276.47 UW		22315924 AH		7	2/18/2009	50	2/24/2009	2/26/2009
701254	632	-1495.68 NN		SSN00000CAL		0	2/17/2009	600	2/23/2009	2/26/2009

949,895.88

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

For the payment week ending: 02/26/2009

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

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

## Journal Entry for the Reimbursement to United Health Care

For the payment week ending: 2/26/2009

TYPE	MEMBER TYPE	TRANS_AMT
<b>CEPO</b>		
	EE	
	526-1145-522.45-28	190,783.35
	RR	
	526-1145-522.45-29	3,946.46
Total CEPO		\$194,729.81
<b>EPO</b>		
	EE	
	526-1145-522.45-20	132,454.98
	RR	
	526-1145-522.45-21	10,596.20
Total EPO		\$143,051.18
<b>PPO</b>		
	EE	
	526-1145-522.45-25	589,763.12
	RR	
	526-1145-522.45-26	22,351.77
Total PPO		\$612,114.89
Grand Total		\$949,895.88

# 3+4

## Travis County Commissioners Court Agenda Request

Voting Session 03/10/09  
(Date)

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

### I. Request made by:

AP

**Alicia Perez, Executive Manager, Administrative Operations** Phone # 854-9343

Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

A. Routine Personnel Actions

B. Non-Routine Personnel Actions

Tax Office – Promotion - Travis County Code § 10.03008

Facilities Management – Voluntary Job Change - Travis County Code § 10.03009

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

**March 10, 2009**

**ITEM # :**

**DATE:** February 27, 2009

**TO:** Samuel T. Biscoe, County Judge  
Ron Davis, Commissioner, Precinct 1  
Sarah Eckhardt, Commissioner, Precinct 2  
Karen L. Huber, Commissioner, Precinct 3  
Margaret Gomez, Commissioner, Precinct 4

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

**FROM:** Linda Moore Smith, Director, HRMD *LSM*

**SUBJECT:** Weekly Personnel Amendments

Attached are Personnel Amendments for Commissioners Court approval.

**A. Routine Personnel Actions – Pages 2 – 3.**

**B. Non-Routine Personnel Action – Pages 4 - 6.**

Tax Office requests approval for a promotion which is above midpoint and greater than a 5% increase in salary - Travis County Code § 10.03008, Forensic Analyst Sr, PG 21 to, Financial Manager, PG 24. HRMD has reviewed supporting documentation; PBO has confirmed sufficient funds. HRMD concurs.

Facilities Management requests approval for a voluntary job change which is above midpoint - Travis County Code § 10.03009, Juvenile Facilities Mgr, PG 19 to Building Maint Coord, PG 13. HRMD has reviewed supporting documentation; PBO has confirmed sufficient funds. HRMD concurs.

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>
<b>Comm Pct 3</b>	3	Executive Asst – Elctd Official	18 / \$50,000.00	18 / \$50,000.00
<b>Constable 5</b>	70	Accountant Assoc	13 / Minimum / \$29,501.26	13 / Minimum / \$29,501.26
<b>District Atty</b>	175	Office Specialist (Part-time)	10 / Level 4 / \$16,861.00	10 / Level 4 / \$16,861.00
<b>District Atty</b>	271	Attorney I**	21 / Level 3 / \$55,224.00	21 / Level 3 / \$55,224.00
<b>HRMD</b>	43	Medical Office Asst	14 / Level 2 / \$33,446.40	14 / Level 2 / \$33,446.40
<b>JP Pct 1</b>	60002	Court Clerk I	13 / Minimum / \$29,501.26	13 / Minimum / \$29,501.26
<b>JP Pct 5</b>	60004	Court Clerk I	13 / Minimum / \$29,501.26	13 / Minimum / \$29,501.26
<b>Juvenile Court</b>	583	Counselor Sr**	16 / Level 2 / \$38,292.80	16 / Level 2 / \$38,292.80
<b>Sheriff</b>	1619	Security Coord	12 / Level 4 / \$30,888.00	12 / Level 4 / \$30,888.00
<b>Sheriff</b>	1766	Security Coord	12 / Level 1 / \$28,392.00	12 / Level 1 / \$28,392.00
<b>Sheriff</b>	1804	Victim Counselor	15 / Level 6 / \$39,832.00	15 / Level 6 / \$39,832.00
<b>* Temporary to Regular</b>			<b>** Actual vs Authorized</b>	

<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>JP Pct 2</b>	Slot 50026 / Office Asst / Grd 8 / \$10.10	<b>JP Pct 2</b>	Slot 50026 / Office Asst / Grd 8 / \$10.71	Hourly rate change.

<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>District Atty</b>	Slot 24 / Attorney VI / Grd 28 / \$90,270.91	<b>Criminal Justice Planning</b>	Slot 50 / Attorney VII / Grd 29 / \$94,785.00	Promotion. Pay is between min and midpoint of pay grade.
<b>Fac Mgmt</b>	Slot 133 / Architectural Assoc Sr / Grd 21 / \$55,645.61	<b>Fac Mgmt</b>	Slot 133 / Architectural Assoc Sr / Grd 21 / \$61,210.00	Salary adjustment. Pay is between min and midpoint of pay grade.
<b>ITS</b>	Slot 75 / Planner Sr / Grd 20 / \$56,650.00	<b>ITS</b>	Slot 119 / Financial Analyst / Grd 17 / \$48,311.12	Voluntary job change. Pay is at midpoint of pay grade.
<b>Juvenile Court</b>	Slot 442 / Juvenile Res Trt Ofcr Sr / Grd 15 / \$47,130.66	<b>Juvenile Court</b>	Slot 393 / Juvenile Shift Supv / Grd 19 / \$54,200.26	Promotion. Pay is between min and midpoint of pay grade.
<b>Sheriff</b>	Slot 950 / Corrections Officer Sr* / Grd 83 / \$43,177.06	<b>Constable 5</b>	Slot 47 / Deputy Constable / Grd 61 / \$43,210.75	Promotion. Transition from TCSO to Non-TCSO. Peace Office Pay Scale (POPS).
<b>Sheriff</b>	Slot 1619 / Security Coord / Grd 12 / \$32,650.18	<b>Sheriff</b>	Slot 316 / Cadet / Grd 80 / \$33,750.91	Promotion. Transition from Classified Pay Scale to Peace Officer Pay Scale (POPS) Step 1.
<b>TNR</b>	Slot 512 / Park Maint Worker / Grd 7 / \$29,959.07	<b>TNR</b>	Slot 230 / Park Maint Worker Sr / Grd 10 / \$32,572.80	Promotion. Pay is between midpoint and max of pay grade.
<b>TNR</b>	Slot 595 / Park Maint Worker / Grd 7 / \$27,138.99	<b>TNR</b>	Slot 604 / Park Maint Worker Sr / Grd 10 / \$27,768.00	Promotion. Pay is between min and midpoint of pay grade.
<b>* Actual vs Authorized</b>				

**FY 09 TEMPORARY SLOT STATUS CODE CONVERSION FROM TEMPORARY EMPLOYEES "02" TO PROJECT WORKERS "05" - STATUS EFFECTIVE THROUGH SEPTEMBER 30, 2009.**

<b>Dept.</b>	<b>Slot</b>	<b>Actual Position Title</b>	<b>EE Status Code</b>
<b>JP Pct 2</b>	<b>50026</b>	<b>Office Asst</b>	<b>05</b>



**SECTION B. Non-Routine Personnel Actions**

<b>NON-ROUTINE – Promotion / Voluntary Assignment</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>District Atty</b>	Slot 242 / Forensic Analyst Sr / Grd 21 / \$64,745.32	<b>Tax Collector</b>	Slot 4 / Financial Manager / Grd 24 / \$84,747.94	Promotion. Pay is above midpoint and greater than a 5% increase in salary. Travis County Code § 10.03008.
<b>Juvenile Court</b>	Slot 403 / Juvenile Facilities Mgr / Grd 19 / \$57,587.74	<b>Fac Mgmt</b>	Slot 76 / Building Maint Coord / Grd 13 / \$42,776.86	Voluntary job change. Step 1 30% pay reduction. Step 2 add 6.117% salary adjustment up to max of pay grade. Travis County Code § 10.03009.

**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**

\_\_\_\_\_  
**Karen L. Huber, Commissioner, Pct. 3**

\_\_\_\_\_  
**Margaret Gomez, Commissioner, Pct. 4**

**MEMORANDUM****TRAVIS COUNTY TAX OFFICE**

DATE: February 20, 2009

TO: Linda Moore Smith, Human Resources Director

FROM: Nelda Wells Spears, Tax Assessor Collector *NWS*

SUBJECT: New Hire *Slot 4*

=====

I have hired a new employee as my Financial Manager. \_\_\_\_\_ will be coming to us from the District Attorney's Office. We are pleased to be able to offer this opportunity for upward mobility to \_\_\_\_\_ will be joining the Tax Office on March 3, 2009. I have agreed to pay \_\_\_\_\_ 5% above midpoint.

This new hire for the Tax Office possesses relevant education, job related experience over and above the minimum required qualifications for the job. In addition, \_\_\_\_\_ has experience with Travis County systems and procedures, which is most important. As an Elected Official, funds have been allocated through the budget process to hire staff to carry out the functions of the office. \_\_\_\_\_ meets all the criteria established by the Commissioners Court. If Court approval is needed to hire the employee above midpoint, please proceed with your usual process to obtain Court approval as quickly as possible, so as not to cause the employee to have a break in service.



## FACILITIES MANAGEMENT DEPARTMENT

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

1010 Lavaca St. Suite 400 • P.O. Box 1748, Austin, Texas 78767 • Phone: (512) 854-9661 • Fax: (512) 854-7227

### MEMORANDUM

**TO:** Linda Moore Smith, Director, Human Resources Department

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

**DATE:** February 24, 2009

**SUBJECT:** Building Maintenance Coordinator – Slot 76

A handwritten signature of Roger A. El Khoury is written over the "FROM" line and extends into the "DATE" and "SUBJECT" lines.

Please be advised that \_\_\_\_\_ has applied and accepted a position with the Facilities Management Department as the Building Maintenance Coordinator effective March 2, 2009. \_\_\_\_\_ comes to us from the Juvenile Justice Department where \_\_\_\_\_ held a Juvenile Facilities Manager position. It is with \_\_\_\_\_ understanding that the Building Maintenance Coordinator \_\_\_\_\_ accepted with the Facilities Management Department is a pay grade 13, six levels beneath \_\_\_\_\_ current level of pay grade 19, or a 25.72% pay reduction.

The Facilities Management Department is requesting a pay reduction for a voluntary reassignment of \_\_\_\_\_ from a pay grade 19 to a pay grade of 13 at the maximum of pay scale 13, which is \$42,776.86 (25.72% decrease). \_\_\_\_\_ has 30+ year's experience in the area of building maintenance and is more than qualified to fill this voluntary reassignment.

Your recommendation for approval to Commissioners Court of this request is greatly appreciated.

xc: John Carr, Administrative Director

09 FEB 25 11:10:26  
PERSONNEL



3-5-09 at 4:28pm

# 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

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

*Cyd V. Grimes 2/27/09*

**Voting Session: Tuesday, March 10, 2009**

**REQUESTED ACTION:** APPROVE CONTRACT AWARD FOR ASPHALT BASED PAVEMENT CRACK SEALANT, IFB #B090163-LD, TO THE LOW BIDDER, CRAFTCO TEXAS, INC. (TNR)

### **Points of Contact:**

**Purchasing:** Loren Breland, 854-4854

**Department:** TNR, Joe Gieselman, Executive Manager, Christina Jensen, 854-9383

**County Attorney (when applicable):** John Hille

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

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

**Other:**

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

This contract will provide asphalt based pavement crack sealant for TNR.

On January 27, 2009, IFB #B090163-LD, was issued to 8 vendors. Two bids were received on February 17, 2009. TNR has reviewed the bids and recommends award to the lowest bidder, Craftco Texas, Inc.

- **Contract Expenditures:** Within the last 12 months \$0.0 has been spent against this requirement.

➤ **Contract-Related Information:**

Award Amount: (Estimated quantity) As needed basis.

Contract Type: Annual Contract

Contract Period: March 10, 2009 to March 9, 2010

➤ **Contract Modification Information:**

Modification Amount: \$0.00

Modification Type: N/A

Modification Period:

➤ **Solicitation-Related Information:**

Solicitations Sent: 8

Responses Received: 2

HUB Information: Vendor is not a HUB

% HUB Subcontractor: N/A

➤ **Special Contract Considerations:**

☐ Award has been protested; interested parties have been notified.

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

☐ Comments:

➤ **Funding Information:**

☐ Purchase Requisition in H.T.E.

☒ Funding Account(s): 099-4941-621-3063

☒ Comments: Department enters requisitions on an as needed basis.

➤ **Statutory Verification of Funding:**

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

➤ APPROVED ( )

DISAPPROVED ( )

BY COMMISSIONERS COURT ON:

\_\_\_\_\_  
DATE

\_\_\_\_\_  
COUNTY JUDGE



**TRANSPORTATION AND NATURAL RESOURCES**  
**JOSEPH P. GIESELMAN, EXECUTIVE MANAGER**

---

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

RECEIVED  
TRAVIS COUNTY  
2009 FEB 23 AM 8:24  
PURCHASING  
OFFICE

February 18, 2009

**MEMORANDUM**

**TO:** Cyd Grimes, County Purchasing Agent  
*Carol B. Grimes*  
**FROM:** Joseph P. Gieselman, Executive Manager  
**SUBJECT:** Award of Solicitation **B090163LD**  
**Asphalt Based Pavement Crack Sealant**


TNR has reviewed the above referenced bids and recommends award to the low bidder, Crafcro Texas Inc.

The commodity/sub-commodity code for this material is 745/050. The budget line is 099-4941-621-3063.

If you need additional information, please contact Christina Jensen at 854-7670.

 CJ:JPG:cj  
Contract File

**Bid #B090163-LD - ASPHALT BASED PAVEMENT CRACK SEALANT**Creation Date **Jan 21, 2009**End Date **Feb 17, 2009 2:00:00 PM CST**Start Date **Jan 27, 2009 9:06:35 AM CST**Awarded Date **Not Yet Awarded**

<b>B090163-LD-1-01 Asphalt Based Crack Sealant</b>					
<b>Supplier</b>	<b>Unit Price</b>	<b>Qty/Unit</b>	<b>Total Price</b>	<b>Attch.</b>	<b>Docs</b>
CRAFCO TEXAS, INC.	 First Offer - \$0.44	60000 / pound	\$26,400.00		<b>Y</b>
<b>Agency Product Code:</b>		<b>Supplier Product Code:</b>			
<b>Agency Notes:</b>		<b>Supplier Notes:</b>			
Deery American Corporation	First Offer - \$0.505	60000 / pound	\$30,300.00		<b>Y</b>
<b>Agency Product Code:</b>		<b>Supplier Product Code:</b> Deery 200			
<b>Agency Notes:</b>		<b>Supplier Notes:</b> Deery will provide Product information upon request.			

**Supplier Totals**

<b><u>CRAFCO TEXAS, INC.</u></b>		<b>\$26,400.00</b>
Bid Contact <b>BRETT BUDRIS</b>	Address <b>105 N. TOWER DRIVE</b>	
<b><u>CRAFCOTEXAS@satx.rr.com</u></b>	<b>SAN ANTONIO, TX 78232</b>	
Ph <b>210-496-2070</b>		
Qualifications <b>SB</b>		
<b>Agency Notes:</b>	<b>Supplier Notes:</b>	
<b><u>Deery American Corporation</u></b>		<b>\$30,300.00</b>
Bid Contact <b>Sam Kearl</b>	Address <b>P.O. Box 4099</b>	
<b><u>s.kearl@deeryamerican.com</u></b>	<b>Grand Junction, CO 81502</b>	
Ph <b>970-858-3678</b>		
<b>Agency Notes:</b>	<b>Supplier Notes:</b>	

\*\*

## Account Balance Inquiry

09:12:13

Account number . . . : 99-4941-621.30-63  
 Fund . . . : 099 ROAD & BRIDGE FUND  
 Department . . . : 49 TNR (TRANS & NATRL RESRC)  
 Division . . . : 41 ROAD & BRIDGE MAINTENANCE  
 Activity basic . . . : 62 INFRA-ENV SCVS (TRNS&RDS)  
 Sub activity . . . : 1 TNR (TRANS & NATRL RESRC)  
 Element . . . : 30 OPERATG SUPPLIES, RP&E, NC  
 Object . . . : 63 ROAD MATERIALS/ASPHALTIC

Original budget . . . . .	:	2,380,871	
Revised budget . . . . .	:	3,064,175	10/01/2008
Actual expenditures - current . . .	:	100,945.40	
Actual expenditures - ytd . . .	:	187,686.80	
Unposted expenditures . . . . .	:	.00	
Encumbered amount . . . . .	:	695,870.82	
Unposted encumbrances . . . . .	:	.00	
Pre-encumbrance amount . . . . .	:	.00	
Total expenditures & encumbrances:		984,503.02	32.1%
Unencumbered balance . . . . .	:	2,079,671.98	67.9

F5=Encumbrances F7=Project data

F8=Misc inquiry

F10=Detail trans F11=Acct activity list

F12=Cancel

F24=More keys





Updated 3-5-09 at 4:28pm

## 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 3/2/09*

**Voting Session: Tuesday, March 10, 2009**

### **REQUESTED ACTION:**

**A. APPROVE AUTHORIZATION TO COMMENCE NEGOTIATIONS WITH THE MOST HIGHLY QUALIFIED FIRM, HDR ENGINEERING, INC., RFQ NO. Q090072-LP, PROFESSIONAL ENGINEERING SERVICES FOR TRAVIS COUNTY BRIDGES PROJECT, KIMBRO/PARSONS BRIDGE DESIGN. (TNR)**

**B. APPROVE AUTHORIZATION TO COMMENCE NEGOTIATIONS WITH THE MOST HIGHLY QUALIFIED FIRM, AECOM, RFQ NO. Q090072-LP, PROFESSIONAL ENGINEERING SERVICES FOR TRAVIS COUNTY BRIDGES PROJECT, JESSE BOHLS REPLACEMENT DESIGN. (TNR)**

### ***Points of Contact:***

**Purchasing:** Lee Perry

**Department:** (TNR), Joe Gieselman, Executive Manager;  
Steve Manilla, Public Works Director

**County Attorney (when applicable):** John Hille

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

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

**Other:**

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action met the compliance requirements as outlined by the statutes.
- On November 5, 2008 TNR requested the Purchasing Office seek qualification statements from professional engineering firms for the design of the following Bridge Replacement Projects; 1) Jesse Bohls Bridge, and 2) Kimbro/Parsons Bridge. Purchasing, together with TNR Public Works, developed one RFQ for these services, which would allow for two contract awards utilizing two separate engineering firms.
- The projects are for the design and construction of a replacement bridge on Parsons Road in Travis County Precinct One, and to replace the bridge on Jesse Bohls Road in Travis County Precinct Two. The bridge on Parsons Road is a narrow bridge built in 1954. The bridge on Jesse Bohls Road is a narrow, load posted bridge built in 1951. Both of these

last Updated 3-5-09 at 4:28pm  
bridges are considered functionally obsolete due to their narrow decks and flooding frequency.

- On January 22, 2009, fourteen (14) proposals were received, in which TNR staff evaluated and rated the qualifications of each firm using a standard rating form, as developed by TNR. As a result, the top two (2) firms, HDR Engineering Inc. (Kimbrow/Parsons Bridge Design) and AECOM (Jesse Bohls Bridge Replacement Design), were selected.

The Purchasing Office and TNR recommends, the highest rated firms, HDR Engineering Inc. (Kimbrow/Parsons Bridge Design) and AECOM (Jesse Bohls Bridge Replacement Design), for these projects, and requests authorization to commence negotiations. Attached is TNR's corroborating memo and evaluation matrix, showing point totals for each firm.

- **Contract Expenditures:** Within the last 12 months \$0.00 has been spent against this contract.

☒ Not applicable

- **Contract-Related Information:**

Award Amount: \$0.00 (Estimated quantity)

Contract Type: Architect/Engineer

Contract Period:

- **Contract Modification Information:**

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

Modification Type: N/A

Modification Period:

- **Solicitation-Related Information:**

Solicitations Sent: 63

Responses Received: 14

HUB Information: HDR is not a HUB

% HUB Subcontractor: 26.6%

AECOM is not a HUB

% HUB Subcontractor: 42%

- **Special Contract Considerations:**

☐ Award has been protested; interested parties have been notified.

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

☐ Comments:

➤ **Funding Information:**

- ☐ Purchase Requisition in H.T.E.:  
☐ Funding Account(s):  
☒ Comments: Contract negotiations requested. No funds involved.

➤ **Statutory Verification of Funding:**

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

REQUESTED ACTION:

- HDR Engineering Inc. (Kimbrow/Parsons Bridge Design)

\_\_\_ **Approved**      \_\_\_ **Disapproved**

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

\_\_\_\_\_  
Date

- AECOM (Jesse Bohls Bridge Replacement Design)

\_\_\_ **Approved**      \_\_\_ **Disapproved**

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

\_\_\_\_\_  
Date



LEE  
2-25-09  
JLB

## **TRANSPORTATION AND NATURAL RESOURCES DEPARTMENT**

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

RECEIVED  
TRAVIS COUNTY  
FEB 25 AM 8:22  
PURCHASING  
OFFICE

February 24, 2009

**MEMORANDUM TO:** Marvin Brice, Assistant Purchasing Agent

**FROM:** Steve Manilla, TNR Public Works Director

**Subject:** Jesse Bohls and Kimbro/Parsons Bridge Replacement  
RFQ #Q090072-LP  
Professional Services Agreement for Engineering Design

The following information is for your use in preparing an agenda item for Commissioners' Court action. Please contact me at X49429 if you have any questions or need additional information.

### **Proposed Motion:**

Consider and take appropriate action on TNR's request to negotiate the professional engineering services contract for the Jesse Bohls Bridge Replacement project with AECOM Technical Services, Inc., and the Kimbro/Parsons Bridge Replacement project with HDR, Inc.

### **Summary and Staff Recommendations:**

On November 5, 2008 TNR requested the Purchasing Office to obtain professional consulting services for engineering design for the Jesse Bohls and the Kimbro/Parsons Bridge Replacement projects. Purchasing, together with TNR Public Works, developed an RFQ for these services and on January 22, 2009 received proposals from fourteen firms. Three TNR staff members evaluated and rated the qualifications of each firm and determined HDR Engineering Inc. as the highest rated and the most qualified firm for the Kimbro/Parsons Bridge design project and AECOM as the second highest rated firm for the Jesse Bohls Bridge Replacement project. TNR requests approval from Court to begin negotiating the scope of services and the fees with HDR Inc. and AECOM.

### **Budgetary and Fiscal Impact:**

These two projects were approved by voters in the 2005 Travis County bond referendum. Funding for these projects has been approved in the current fiscal year budget. Total estimated project cost is approximately \$2,988,000 for Kimbro/Parsons, and \$1,680,000 for Jesse Bohls. The account number for both projects is 512-4931-808-8101, and the requisition number is 455574.

**Issues and Opportunities:**

These two professional Engineering services agreements are for the development of preliminary design and PS&E documents for the Kimbro/Parsons Bridge project in Eastern Travis County Precinct One (Project 1), and the Jesse Bohls Bridge project in northeast Travis County Precinct Two (Project 2). One consultant will be selected for each project. The two projects include design of replacement bridges and may include roadway realignment and alternatives development and evaluations. The scope of services for both projects will include design of new bridges, which may have to be located on a different alignment than their current locations. The scope of services will not include complete roadway designs, and will only include the establishment of a footprint for the roadway alignments to determine the locations of the proposed new bridges.

**Background:**

The Travis County 2005 bond program that was approved by voters in November 2005 included funding to design and construct a replacement bridge on Parsons Road in Travis County Precinct One, and a replacement bridge on Jesse Bohls Road in Travis County Precinct Two. The bridge on Parsons Road is a narrow bridge built in 1954. The bridge on Jesse Bohls Road is a narrow, load posted bridge built in 1951. Both these bridges are considered functionally obsolete due to their narrow decks and flooding frequency. Both these bridges are located on roads that Capital Area Metropolitan Planning Organization (CAMPO) has included in its CAMPO Mobility 2030 plan as future arterials (MAD4).

Jesse Bohls Road and Parsons Road in the CAMPO plan are to be designed as four-lane divided sections within 114' of right-of-way. The proposed projects include constructing bridges that may have to be located on new roadway alignments, and at a minimum, accommodate two lanes of traffic in each direction.

The Consultant(s) will be expected to provide five specific work products and/or support service, each with a separate agreement and a separate fee, with each requiring a separate "Notice to Proceed" under the same contract.

**Required Authorizations:**

Cyd Grimes, Purchasing  
Jessica Rio, PBO

CC: Cynthia McDonald, Donna Williams-Jones, Brunilda Cruz, TNR Financial Services  
Steve Sun, P.E., TNR CIP Program Manager  
Lee Perry, Purchasing Buyer  
Sean O'Neal, Auditor's Office  
Mo Mortazavi

**TRAVIS COUNTY BRIDGES PROJECT (JESSE BOHLS)**  
**RFQ PROPOSAL EVALUATION PORTION (14)**

REVIEWER	Rhed Oaks	Othon	MacTec	Half	Bury	Rogers	Stanley	Pape	AECOM	Alliance	Klotz	Chica	HDR	BWR
M. MORTAZAVI	3.10	2.40	2.85	3.10	3.00	1.10	3.10	2.65	3.75	2.25	1.50	1.85	4.10	3.10
T. VALDEZ	4.45	3.85	3.60	3.85	3.80	3.30	4.25	4.15	4.45	4.35	3.50	4.35	4.95	3.80
S. SUN	2.80	2.25	2.90	3.85	2.40	2.00	2.55	3.00	4.30	2.80	3.00	2.35	4.30	3.10
PROPOSAL EVALUATION TOTAL	10.35	8.5	9.35	10.8	9.2	6.4	9.9	9.8	12.5	9.4	8	8.55	13.35	10
PROPOSAL AVERAGE SCORES	3.45	2.83	3.12	3.60	3.07	2.13	3.30	3.27	4.17	3.13	2.67	2.85	4.45	3.33
RANK ORDER	4	12	9	3	10	14	6	7	2	8	13	11	1	5

### ORAL PRESENTATION EVALUATION (3)

REVIEWER	HDR	AECOM	BWR	
M. MORTAZAVI				
T. VALDEZ				
S. SUN				
ORAL TOTAL	0	0	0	0
ORAL AVERAGE	0.00	0.00	0.00	0.00

# COMBINED

[illegible]

TRAVIS COUNTY BRIDGES PROJECT (KIMBRO/PARSONS)													
RFQ PROPOSAL EVALUATION PORTION (14)													
REVIEWER	Rhed Oaks	Othon	MacTec	Halff	Bury	Rogers	Stanley	Pape	AECOM	Alliance	Klotz	Chica	BWR
M. MORTAZAVI	3.10	2.40	2.85	3.10	3.00	1.10	3.10	2.65	3.75	2.25	1.50	1.85	3.10
T. VALDEZ	4.45	3.85	3.60	3.85	4.35	3.85	2.05	3.60	4.45	4.35	3.50	3.80	3.80
S. SUN	2.80	2.25	2.90	3.85	2.45	2.00	2.55	1.35	4.30	2.80	3.00	2.35	3.10
PROPOSAL EVALUATION TOTAL	10.35	8.5	9.35	10.8	9.8	6.95	7.7	7.6	12.5	9.4	8	8	10
PROPOSAL AVERAGE SCORES	3.45	2.83	3.12	3.60	3.27	2.32	2.57	2.53	4.17	3.13	2.67	2.67	3.33
RANK ORDER	4	9	8	3	6	14	12	13	2	7	10	11	5

ORAL PRESENTATION EVALUATION (3)				
REVIEWER	HDR	AECOM	BWR	
M. MORTAZAVI				
T. VALDEZ				
S. SUN				
ORAL TOTAL	0	0	0	0
ORAL AVERAGE	0.00	0.00	0.00	0.00

COMBINED (3)				
HDR	AECOM	BWR		
				SOQ
				ORAL
				TOTAL
				AVR.
				RANK



3-5-09 at 4:28pm

## 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

8

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

*Cyd V. Grimes 2/27/09*

**Voting Session: Tuesday, March 10, 2009**

**REQUESTED ACTION:** APPROVE MODIFICATION NO. 2 FOR TERMINATION OF CONTRACT NO. PS070284VR, THE ABUNDANT LIFE NETWORK, FOR TRANSITIONAL HOUSING AND RELATED SERVICES (CRIMINAL JUSTICE PLANNING ).

***Points of Contact:***

**Purchasing:** Vania Ramaekers

**Department:** Criminal Justice Planning, Roger W. Jefferies, Executive Manager;  
Vennie Davis, CJP Business Analyst II.

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

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

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

**Other:**

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

This contract currently provides for residential housing and related services for participants in the County's Commitment to Change (CTC) Program.

Modification No.2 terminates the above referenced contract, per Section 13.0 of the contract, "Either party may terminate the contract at any time by giving the other party written notice of such termination at least thirty (30) days before the effective date of termination." The effective date of termination shall be April 10, 2009.

Modification No.1 deleted the Cameron Road Facility from providing services and to continue services at the Waller Street Facility under this contract. This administrative modification was processed internally by the Purchasing Office.

- **Contract Expenditures:** Within the last 12 months \$0.0 has been spent against this contract.

☒ Not applicable



➤ **Contract-Related Information:**

Award Amount: N/A (As Needed Requirements)  
Contract Type: (Professional Services Agreement)  
Contract Period: August 07, 2007 – Termination by either party

➤ **Solicitation-Related Information:**

Solicitations Sent: N/A Responses Received: N/A  
HUB Information: See Comments % HUB Subcontractor: N/A

➤ **Special Contract Considerations:**

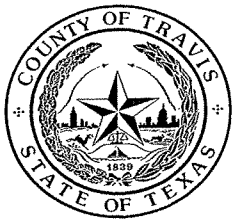
- ☐ Award has been protested; interested parties have been notified.
- ☐ Award is not to the lowest bidder; interested parties have been notified.
- ☐ Comments:

➤ **Funding Information:**

- ☐ Purchase Requisition in H.T.E.:
- ☐ Funding Account(s):
- ☒ Comments: No funding information is applicable.

➤ **Statutory Verification of Funding:**

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



## **CRIMINAL JUSTICE PLANNING**

**Roger W. Jefferies, Executive Manager, Justice & Public Safety**  
P.O. Box 1748 Austin, Texas 78767  
Phone (512) 854-4415 Fax (512) 854-4417

February 12, 2009

Cyd Grimes  
Travis County Purchasing Agent  
Granger Building  
314 West 11<sup>th</sup> Street  
Room 400  
Austin, Texas 78701

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

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

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

**RE: Contract PS070284VR – Transitional Housing Contract with Abundant Life Network**

On September 17, 2008, at the request of your office, an email was sent to Vania Ramaeker requesting that the transitional housing contract with Abundant Life Network (ALN) not be renewed for FY09. At the request of Ms. Ramaeker, we are submitting this memorandum to formally express our desires to not renew the contract with ALN. Please advise if you need any other information regarding this contract.

Respectfully,

A handwritten signature in black ink, appearing to read "Roger Jefferies", is written over the word "Respectfully".

Roger Jefferies

cc: Vania Ramaekers, Purchasing Assistant III  
Vennie Davis, CJP Business Analyst II

Last Updated 3-5-09 at 4:28pm

**Housing and Related Svcs.**

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>February 25, 2009</b>
ISSUED TO: <b>Abundant Life Network</b> <b>1406 Waller Street</b> <b>Austin, Texas 78702</b> <b>Attention: Savitri Saldana</b>	MODIFICATION NO.: <b>2</b>	EXECUTED DATE OF ORIGINAL CONTRACT: <b>August 07, 2007</b>

ORIGINAL CONTRACT TERM DATES: **8/07/07 - Termination by either party** CURRENT CONTRACT TERM DATES: **10/01/08 - 9/30/09****FOR TRAVIS COUNTY INTERNAL USE ONLY:**Original Contract Amount: As needed requirementsCurrent Modified Amount As needed requirements.**DESCRIPTION OF CHANGES:** Except as provided herein, all terms, conditions, and provisions of the document referenced above as heretofore modified, remain unchanged and in full force and effect.

A. Pursuant to section 13.0 "Termination", the above referenced contract may be terminated by either party at any time by giving thirty (30) days written notice to the other party hereto of the intention to terminate.

B. This modification serves as official notification that subject contract is hereby terminated effective thirty (30) days from receipt of this notice.

**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.  
[X] DO NOT execute and return to Travis County. Retain for your records.

LEGAL BUSINESS NAME: \_\_\_\_\_

BY: \_\_\_\_\_  
SIGNATUREBY: \_\_\_\_\_  
PRINT NAMETITLE: \_\_\_\_\_  
IT'S DULY AUTHORIZED AGENT☐ DBA☐ CORPORATION☐ OTHER

DATE:

TRAVIS COUNTY, TEXAS

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

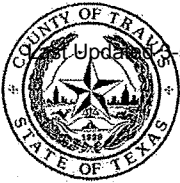
DATE:

2/27/09

TRAVIS COUNTY, TEXAS

BY: \_\_\_\_\_  
SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE

DATE:



5-09 at 4:28pm

## 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

9

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

*Cyd V. Grimes 3/2/09*

**Voting Session: Tuesday, March 10, 2009**

**REQUESTED ACTION:** APPROVE CONTRACT NO. PS090015VR WITH FAMILY CONNECTIONS TO PROVIDE PARENT COACHING AND ASSESSMENT SERVICES FOR THE FAMILY DRUG TREATMENT COURT PROGRAM (OFFICE OF DISTRICT JUDGES).

***Points of Contact:***

**Purchasing:** Vania Ramaekers

**Department:** OFFICE OF DISTRICT JUDGES, Judge Darlene Byrne; Peg Liedtke, Director of Court Management.

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

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

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

**Other:** Michelle Kimbrough, Family Drug Court Treatment Coordinator.

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

The Travis County Family Drug Treatment Court program serves parents involved with Child Protective Services and the Travis County Civil Court System. These parents have been identified to have a substance abuse and/or dependency problem. Parents willing to comply with the Family Drug Court Program will qualify for services. This contract will provide critically needed services to these parents by coaching them individually and providing critical assessments to develop the required service plans. The rate under this contract will be \$60.00 per hour per parent for individual coaching, \$30.00 per assessment per family and \$30.00 per service plan per family. The services under this contract will be used on an as needed basis. The main focus of the Family Drug Court Program is to return the children under CPS system to the parents.

- **Contract Expenditures:** Within the last 12 months \$0.00 has been spent against this contract.

☒ Not applicable

➤ **Contract-Related Information: N/A**

Award Amount: NA,

Contract Type: (Professional Services Agreement)

Contract Period: 03/10/09 – 9/30/09 (auto renewal)

➤ **Contract Modification Information:**

Modification Amount: NA

Modification Type:

Modification Period:

➤ **Solicitation-Related Information:**

Solicitations Sent: N/A

Responses Received: N/A

HUB Information: See Comments

% HUB Subcontractor: N/A

➤ **Special Contract Considerations: N/A**

☐ Award has been protested; interested parties have been notified.

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

☐ Comments:

➤ **Funding Information: N/A**

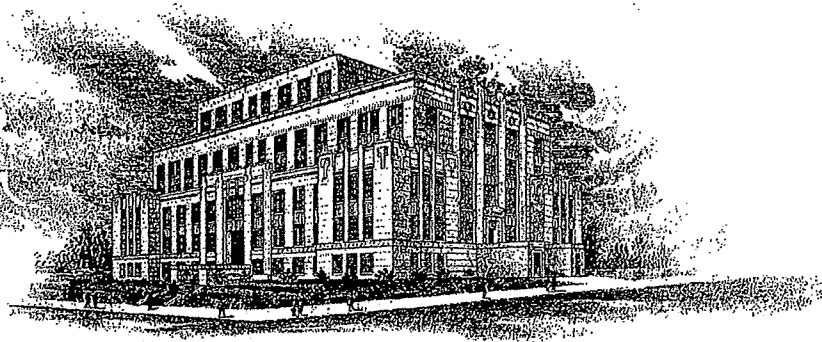
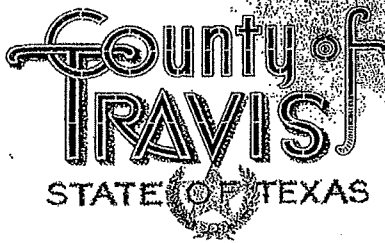
☐ Purchase Requisition in H.T.E.:

☒ Funding Account(s): 637-2210-544-6099

☒ Comments: **AS NEEDED BASIS**

➤ **Statutory Verification of Funding:**

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



Office of the District Judges  
Heman Marion Sweatt Courthouse  
P.O. Box 1748  
Austin, Texas 78767  
(512) 854-9300

TO: Cyd V. Grimes, Purchasing Agent

FROM: Darlene Byrne, 126<sup>th</sup> District Court Judge

DATE: February 25, 2009

RE: New Contract Request - Parenting, Coaching and Assessment Services

The Travis County Civil Courts have been awarded a state grant for a Family Drug Treatment Court (FDTC). This problem solving court serves parents involved with Child Protective Services and the Travis County Civil Court system due to a substance abuse and/or dependency problem. We would like to have a contract with Family Connections, an agency in the community that provides parenting classes, information regarding parenting, and other resources for Travis County parents.

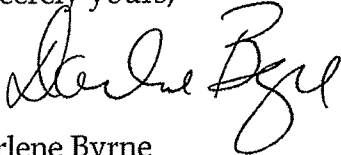
We currently have in place a Memorandum of Agreement with Family Connections that allows us to refer many parents to their program called "CRADLES" (Collaboration to Reduce Abandonment and Deliver Local Education and Supports). Most parents involved in the FDTC program currently receive individualized parenting coaching through an alternate funding source, the Parenting in Recovery (PIR) grant. Our experience has shown this coaching to be very beneficial in helping FDTC parents improve their parenting skills.

However, not all FDTC parents are eligible for the PIR grant funding. A contract with Family Connections would serve our clients who need parenting coaching services but are not eligible through the PIR grant or any other alternate available funding sources. We estimate approximately 27% of our FDTC clients would benefit from this contract with Family Connections for parenting classes.

Ms. Cyd V. Grimes  
February 25, 2009  
Page Two

Please contact Michelle Kimbrough, our Drug Court Coordinator, at 854-8876 if you have any further questions. Thank you for your consideration.

Sincerely yours,

A handwritten signature in cursive script, appearing to read "Darlene Byrne".

Darlene Byrne  
Judge, 126<sup>th</sup> District Court  
Presiding Judge, Family Drug Treatment Court  
Travis County, Texas

TRAVIS COUNTY  
AUDITOR'S OFFICE

SUSAN A. SPATARO, CPA, CMA  
COUNTY AUDITOR



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

## COUNTY AUDITOR VERIFICATION FORM

**CONTRACTOR:**

Family Connections

**TYPE OF GOODS/SERVICE:**

Parent Coaching Services

**FUNDS VERIFIED:**

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

2) Amount pre-encumbered: \$ \_\_\_\_\_

**FUNDS NOT VERIFIED;  
CONTRACT NOT BINDING:**

\_\_\_ Contract did not specify a total contract amount.

X Goods/services to be provided on an "as needed basis" to be  
invoiced in accordance with contracted unit price. Total amount  
contracted not specified in contract.

**CONTRACT #:**

PS090015VR

**LINE ITEM VERIFIED:**

637-2210-544-6099

☐ YES

☒ NO

Reviewed by:

[Signature]

Date: 2/25/09

Approved by:

[Signature]

Date: 2/22/09



# **PROFESSIONAL SERVICES AGREEMENT/CONTRACT**

**BETWEEN**

**TRAVIS COUNTY**

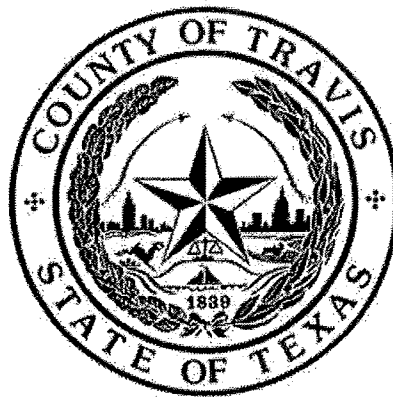
**AND**

**FAMILY CONNECTIONS**

**FOR**

**PARENT COACHING & ASSESSMENT SERVICES**

**CONTRACT NO. PS090015VR**



**Travis County Purchasing Office**

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TRAVIS COUNTY  
AUDITORS OFFICE

# TABLE OF CONTENTS

1.0	Definitions.....	3
2.0	Term .....	4
3.0	Contractor's Responsibilities .....	4
4.0	Compensation, Billing and Payment.....	5
5.0	Records, Confidentiality and Access.....	7
6.0	Modifications/Amendments .....	8
7.0	Other Provisions.....	8
	Approvals .....	13

## Attachments

Attachment A – Scope of Services & Performance Measures.....	14
Attachment B – Fee Schedule.....	16
Attachment C – Insurance Requirements.....	17
Attachment D – Ethics Affidavit including: .....	20
Exhibit 1 - List of Key Contracting Persons.....	21
Exhibit 2 – Disclosure.....	23

STATE OF TEXAS       §  
                                   §  
 COUNTY OF TRAVIS   §

**PROFESSIONAL SERVICES AGREEMENT  
 FOR PARENTING COACHING & ASSESSMENT SERVICES**

**This Agreement** is made and entered into by and between the following parties: Travis County, Texas, (the "COUNTY") and Family Connections, (the "CONTRACTOR").

**WHEREAS**, COUNTY desires to obtain the services of a qualified organization to conduct parent coaching and assessment services, for clients under the Family Drug Court Program and;

**WHEREAS**, CONTRACTOR has the professional ability and expertise, and any necessary professional degrees, licenses, and certifications to provide the services;

**NOW, THEREFORE**, COUNTY and CONTRACTOR agree as follows:

**1.0    DEFINITIONS**

In this Agreement,

- 1.1    "Commissioners Court" means the Travis County Commissioners Court.
- 1.2    "Purchasing Agent" means Travis County Purchasing Agent Cyd V. Grimes or her successor.
- 1.3    "County Auditor" means Travis County Auditor Susan Spataro or her successor.
- 1.4    "Parties" mean Travis County and Family Connections.
- 1.5    "Is doing business" and "has done business" mean:

1.5.1   paying or receiving in any calendar year any money or valuable thing which is worth more than \$250 in the aggregate in exchange for personal services or for the purchase of any property or property interest, either real or personal, either legal or equitable; or,

1.5.2   loaning or receiving a loan of money; or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than \$250 in the aggregate in a calendar year;

**1.5.3   but does not include**

1.5.3.1 any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the public,

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 2009 FEB 25 AM 10:43  
 TRAVIS COUNTY  
 AUDITORS OFFICE

1.5.3.2 any financial services product sold to a Key Contracting Person for personal, family or household purposes in accordance with pricing guidelines applicable to similarly situated individuals with similar risks as determined by Contractor in the ordinary course of its business;

and

1.5.3.3 a transaction for a financial service or insurance coverage made on behalf of Contractor if Contractor is a national or multinational corporation by an agent, employee or other representative of Contractor who does not know and is not in a position that he or she should have known about the Contract.

- 1.6 "Key Contracting Person" means any person or business listed in Exhibit 1 to the Affidavits attached to this contract and marked as Attachment D.
- 1.7 "DIRECTOR" means the Director of the Travis County Family Drug Court Program represented herein as administering this Agreement or his/her designated representative.
- 1.8 "Client" means an individual referred by the Family Drug Court Program to this organization for Services under the terms of this contract.

## 2.0 TERM

2.1 Initial Term. The Initial Term of this Agreement shall commence upon complete execution by all parties and shall continue through September 30, 2009, unless sooner terminated as provided herein.

2.2 Renewal Term(s). Subject to continued funding by the Commissioners Court, this Agreement shall thereafter automatically renew on October 1 of each year for succeeding terms of one year unless sooner terminated by either party as provided herein.

2.3 Termination. Either party may terminate this Contract at any time by giving the other party written notice of such termination at least thirty (30) days before the effective date of the termination.

## 3.0 CONTRACTOR'S RESPONSIBILITIES

3.1 Scope of Services. CONTRACTOR shall perform, in a timely manner, the services and activities described in the Scope of Services set forth as Attachment A to this Agreement, which is expressly incorporated herein and made a part hereof.

3.2 Ethical Standards. CONTRACTOR shall perform all services and exercise all discretionary powers in a manner consistent with applicable canons of professional ethics and her best professional judgment.

11-10-09 11:03

3.3 Subcontracting. Except as otherwise specifically provided herein, CONTRACTOR is prohibited from hiring or subcontracting with any other person to perform any of the CONTRACTOR'S obligations under this Agreement.

3.4 Civil Rights/ADA Compliance. CONTRACTOR shall provide all services and activities pursuant to this Agreement in compliance with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans with Disabilities Act of 1990, Public Law 101-336 [S.933].

3.5 Legal Compliance. CONTRACTOR shall comply with all federal, state, county, and city laws, rules, regulations and ordinances applicable to the provision of the services described herein and the performance of all obligations undertaken pursuant to this Agreement.

3.6 Payment of Property Taxes. CONTRACTOR warrants that CONTRACTOR is not currently delinquent in payment of property taxes to the Travis County Tax Assessor Collector.

3.7 Insurance Requirements. CONTRACTOR shall comply with the insurance requirements set out in Attachment C, "Insurance Requirements", which is incorporated herein by reference and made a part hereof.

3.8 Federal Funds. CONTRACTOR warrants that no Federal appropriated funds have been paid or will be paid, by or on behalf of CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

3.9 Communications. CONTRACTOR may communicate all requests for direction and factual information relating to services performed pursuant to this Agreement to the DIRECTOR and may rely on all factual information supplied by the DIRECTOR in response to these requests. However DIRECTOR shall not serve as the agent of County or the Commissioners Court or any elected official of County for any other purpose than conveying factual information.

3.10 CONTRACTOR expressly acknowledges that, in entering into this Agreement, COUNTY has relied on the representations of CONTRACTOR about the persons who will be performing the services and their qualifications and that any other person except staff must be approved by COMMISSIONERS COURT before providing services under this Agreement. CONTRACTOR warrants that all work done will be done by the employees or members of CONTRACTOR that are presented as performing the services in CONTRACTOR'S proposal.

#### 4.0 COMPENSATION, BILLING AND PAYMENT

Fees. For and in consideration of the satisfactory performance by CONTRACTOR of the services described in Attachment A, Scope of Services, and CONTRACTOR'S compliance with the terms and conditions of this Agreement, COUNTY shall pay CONTRACTOR in accordance with the Fee Schedule which is attached hereto as Attachment B and made a part hereof.

4.1.1 Not to exceed amount: NA - As needed Basis

4.1.2 Additional Fees: None.

4.2 Satisfactory Completion of Services. COUNTY shall not be responsible for the costs of any services under this Agreement that are not performed to COUNTY'S satisfaction and given COUNTY'S approval, which shall not be unreasonably withheld. COUNTY'S obligation to make any payment to CONTRACTOR is dependent upon completion of the services invoiced in a timely, good and professional manner and at a standard acceptable in CONTRACTOR'S profession.

4.3 Timely Payment. The COUNTY shall pay CONTRACTOR within thirty (30) days after the receipt of a complete and correct invoice by the COUNTY Department. Accrual and payment of interest on overdue payments shall be governed by Chapter 2251 of the Texas Government Code

4.4 Invoicing. CONTRACTOR shall invoice County on a monthly basis for services rendered pursuant to this Contract. Each invoice shall include the following information:

- 4.4.1 the contract Reference Number;
- 4.4.2 the client reference Number,
- 4.4.3 type of service received per client in accordance with Attach. B.
- 4.4.4 the total amount being requested

Original invoices shall be sent to: Travis County Criminal Court  
Family Drug Court Coordinator  
Attn:Michelle Kimbrough, LCSW  
P.O. Box 1748  
Austin, Texas 78701

4.5 Overpayment. CONTRACTOR shall refund to COUNTY any money which has been paid to CONTRACTOR by COUNTY, which COUNTY determines has resulted in overpayment to CONTRACTOR. Such refund shall be made by CONTRACTOR to COUNTY within thirty (30) days after the refund is requested by COUNTY. If COUNTY enters into any subsequent Agreement with CONTRACTOR and CONTRACTOR fails to refund any money owed to COUNTY within thirty (30) days of request, COUNTY may offset the difference against the next advance or payment payable to CONTRACTOR

4.6 Taxpayer Identification. CONTRACTOR shall provide COUNTY with an Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations, and a statement of entity status in a form satisfactory to the County Auditor before any Agreement funds are payable.

4.7 Delinquent Property Taxes. Notwithstanding anything to the contrary herein, if the CONTRACTOR is delinquent in the payment of property taxes at the time of invoicing, the CONTRACTOR hereby assigns any payments to be made for services rendered hereunder to the Travis County Tax Assessor-Collector for the payment of said delinquent taxes.

#### 4.8 Disbursements to Persons with Outstanding Debt.

4.8.1 In accordance with Section 154.045 of the Local Government Code, If notice of indebtedness has been filed with the County Auditor or County Treasurer evidencing the indebtedness of CONTRACTOR to the State, the COUNTY or a salary fund, a warrant may not be drawn on a COUNTY fund in favor of the CONTRACTOR, or an agent or assignee of CONTRACTOR until:

4.8.1.1 the County Treasurer notifies CONTRACTOR in writing that the debt is outstanding; and

4.8.1.2 the debt is paid.

4.8.2 "Debt" includes delinquent taxes, fines, fees, and indebtedness arising from written agreements with the COUNTY.

4.8.3 COUNTY may apply any funds COUNTY owes CONTRACTOR to the outstanding balance of debt for which notice is made under section 4.8.1.1 above, if the notice includes a statement that the amount owed by the COUNTY to CONTRACTOR may be applied to reduce the outstanding debt.

4.9 Period of Services. COUNTY shall not be liable for costs incurred or performances rendered by CONTRACTOR before or after the term of this Agreement.

4.10 Exemption from County Purchasing Act. Pursuant to TEX. LOC. GOV'T. CODE ANN. § 262 et seq., Commissioners Court hereby orders that this Agreement is exempt from the requirements of the County Purchasing Act because it is a contract for the purchase of personal or professional services.

4.11 Funding Out. Notwithstanding anything to the contrary herein, if, during budget planning and adoption, Commissioners Court fails to provide funding for this Contract for the following fiscal year of COUNTY, COUNTY may terminate this Contract after giving CONTRACTOR 20 days written notice that this Contract is terminated due to the failure to fund it.

#### 5.0 RECORDS CONFIDENTIALITY AND ACCESS

5.1 Confidentiality. CONTRACTOR shall establish a method to secure the confidentiality of records and other information relating to Parent Coaching & Assessments Services in accordance with the applicable federal, state and local laws, rules and regulations, and applicable professional ethical standards. This provision shall not be construed as limiting the right of COUNTY access to client information. Upon authorization from COUNTY to render client files anonymous, CONTRACTOR agrees to mask information identifying clients in a way that will not obstruct COUNTY'S monitoring and evaluation duties in any way.

5.2 Records Maintenance. CONTRACTOR shall create, maintain, and retain, and shall make reasonably available to COUNTY, all necessary and appropriate records, information, and documentation (including all accounting records) relating to services provided under the terms of this Agreement for a period of three (3) years after the provision of the services, or until any litigation concerning any of the services has been satisfactorily resolved, whichever occurs later. CONTRACTOR shall provide copies of such records to COUNTY upon written request to CONTRACTOR at a cost mutually agreed to by COUNTY and CONTRACTOR

5.3 Access to Records. COUNTY or its duly authorized representatives shall have access to any and all records, information and documentation of CONTRACTOR, which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. CONTRACTOR shall maintain the records, information, and documentation in a readily available state and location, reasonably accessible to COUNTY or their authorized representatives.

5.4 Right to Contractual Material. All work products produced under this Agreement including programming, reports, charts, schedules, or other appended documentation to any responses, inquiries, correspondence, and related material submitted by CONTRACTOR **will** become property of the COUNTY.

## 6.0 AMENDMENTS / MODIFICATIONS

6.1 General. Unless specifically provided otherwise in this Agreement, any change to the terms of this Agreement or any attachments to it shall be in writing and signed by each party. IT IS ACKNOWLEDGED BY CONTRACTOR THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY TO CHANGE THE TERMS OF THIS AGREEMENT OR ANY ATTACHMENTS TO IT UNLESS EXPRESSLY GRANTED THAT AUTHORITY BY COMMISSIONERS COURT.

6.2 Requests for Changes. CONTRACTOR shall submit all requests for changes to the terms of this Agreement or any attachment to it to the DIRECTOR with a copy to the Purchasing Agent.

6.3 Purchasing Agent Authority. Contractor understands and agrees that the Purchasing Agent has certain authority to approve an Amendment subject to applicable law (specifically the County Purchasing Act, TEX. LOC. GOV'T CODE, Chapter 262, and other applicable law) and County policy, as approved by the Commissioners Court. Within that authority, the Purchasing Agent may approve Amendment requests under this Contract. The Purchasing Agent will advise Contractor as to such authority upon submission of a request for Amendment; at any time, the Purchasing Agent may submit any request to the Commissioners Court for approval, regardless of the authority of the Purchasing Agent to sign the Amendment.

## 7.0 OTHER PROVISIONS:

7.1 INDEMNIFICATION. CONTRACTOR AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, NEGLIGENCE, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR ANY ACT OR OMISSION BY CONTRACTOR, OR FOR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY CONTRACTOR UNDER THIS CONTRACT.

7.2 Warrants. CONTRACTOR represents and warrants that (i) all applicable copyrights, patents, licenses, and other proprietary or intellectual property rights which may exist on materials used in this Agreement have been adhered to and (ii) the County shall not be liable for any infringement of those rights and any rights granted to the County shall apply for the duration of this Agreement.



Consultant shall indemnify the County, its officers, agents, and employees from all claims, losses, damages, causes of action, and liability of every kind including expenses of litigation, court costs and attorney fees for damages to any person or property arising in connection with any alleged or actual infringement of existing patents, licenses, or copyrights applicable to materials used in this Agreement.

7.3 Claims Notification. If any claim, or other action, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or other entity against CONTRACTOR or COUNTY in relation to the performance of this Agreement, CONTRACTOR shall give written notice to COUNTY of the claim or other action within three (3) working days after being notified of it or the threat of it; the name and address of the person, firm, corporation or other entity that made or threatened to make a claim, or that instituted or threatened to institute any type of action or proceeding; the basis of the claim, action or proceeding; the court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and the name or names of any person against whom this claim is being made or threatened. This written notice shall be given in the manner provided herein. Except as otherwise directed, CONTRACTOR shall furnish to COUNTY copies of all pertinent papers received by CONTRACTOR with respect to these claims or actions.

7.4 Suspension. If CONTRACTOR fails to comply with any provision herein, COUNTY may, upon written notification to CONTRACTOR, suspend this Agreement in whole or in part and withhold further payments to CONTRACTOR, until CONTRACTOR is in compliance with the terms of this Agreement or Agreement is terminated as provided herein.

7.5 Non-Waiver of Default

7.5.1 No payment, act or omission by COUNTY may constitute or be construed as a waiver of any breach or default of CONTRACTOR which then exists or may subsequently exist.

7.5.2 All rights of COUNTY under this Agreement are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to COUNTY under it. Any right or remedy in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement or under any law nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

7.6 Forfeiture of Contract If CONTRACTOR has done business with a Key Contracting Person during the 365 day period immediately prior to the date of execution of this Agreement or does business with any Key Contracting Person at any time after the date of execution of this Agreement and prior to the full performance of this Agreement, CONTRACTOR shall forfeit all benefits of this Agreement and COUNTY shall retain all performance by CONTRACTOR and recover all considerations, or the value of all consideration, paid to CONTRACTOR pursuant to this Agreement, provided, however, that this section may be waived by Commissioners Court pursuant to Section 3(g) of the Travis County Ethics Policy.

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## 7.7 Entire Agreement

7.7.1 Entire Agreement. All written or oral agreements between the parties to this Agreement related to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this Agreement or in the policies and procedures approved by Commissioners Court for County. Any prior agreements, promises, negotiations, or representations not expressly set forth in this document are of no force and effect.

7.7.2 Attachments. The attachments enumerated and denominated below are hereby made a part of this Agreement, and constitute promised performances by CONTRACTOR in accordance with all the provisions of this Agreement.

- 7.7.2.1 Attachment A – Scope of Services & Performance Measures
- 7.7.2.2 Attachment B – Fee Schedule
- 7.7.2.3 Attachment C – Insurance Requirements
- 7.7.2.4 Attachment D – Ethics Affidavit including:
  - Exhibit 1 - List of Key Contracting Persons
  - Exhibit 2 – Disclosure

## 7.8 Notices:

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

7.8.2 County Address. The address of County for all purposes under this Agreement shall be:

Cyd Grimes, C.P.M. (or her successor)  
Travis County Purchasing Agent  
P. O. Box 1748  
Austin, Texas 78767

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

Name: Michelle Kimbrough, LCSW  
Title: Travis County Family Drug Court Coordinator  
P.O. Box 1748  
Austin, Texas 78767

7.8.3 Contractor Address. The address of CONTRACTOR for all purposes under this Agreement and for all notices hereunder shall be:

Family Connections, Mary Robinson  
825 E. 53 ½ Street Building E, Suite 101  
Austin, Texas 78751

7.9 Change of Address. Each party may change the address for notice to it by giving written notice of the change in compliance with Section 7.8. Any change in the address shall be reported within fifteen (15) days of the change.

7.10 Authority: The DIRECTOR or her designee will act on behalf of COUNTY with respect to the work to be performed under this Agreement. The DIRECTOR shall have complete authority to interpret and define in writing COUNTY'S policies and decisions with respect to CONTRACTOR'S services. The DIRECTOR may designate representatives to transmit instructions and receive information.

7.11 Dispute Resolution - Administration by Purchasing Agent. When the Contractor and/or County have been unable to successfully resolve any question or issue related to this Contract, the Contractor or County shall then present the matter to the Purchasing Agent by providing the Purchasing Agent with written notice of the dispute. Such notice shall contain a specific written description of the issues involved as well as the Contractor's requested resolution of the dispute and any other relevant information which Contractor desires to include. As of the receipt of such notice by the Purchasing Agent, the Purchasing Agent will act as the County representative in any further issuances and in the administration of this Contract in relation to the described dispute. Unless otherwise stated in this Contract, any document, notice or correspondence in relation to the disputes at this stage not issued by or to the Purchasing Agent is may be considered void. If the Contractor does not agree with any document, notice or correspondence relating to the dispute issued by the Purchasing Agent or other authorized County person, the Contractor must submit a written notice to the Purchasing Agent with a copy to the Executive Manager within ten (10) calendar days after receipt of the document, notice or correspondence, outlining the exact point of disagreement in detail. The Purchasing Agent will issue a written notice of the final resolution of the dispute to the Contractor within thirty (30) days of receipt of the initial written notice of dispute by the Purchasing Agent. If this final resolution does not resolve the dispute to the Contractor's satisfaction, Contractor may submit a written Notice of Appeal to the Commissioners Court through the Purchasing Agent. The Purchasing Agent will provide a copy of such response to the Executive Manager. This Notice of Appeal must be submitted within ten (10) calendar days after receipt of the unsatisfactory final resolution. Contractor then has the right to be heard by Commissioners Court and the Purchasing Agent will coordinate placing the matter on the Commissioners Court agenda.

7.12 Mediation. If the Contractor is not satisfied with the resolution of the dispute pursuant to paragraph 7.11, Contractor shall notify the Executive Manager, and, if mediation is acceptable to both Parties in resolving the dispute arising under this Contract, the Parties agree to use the Dispute Resolution CONTRACTOR of Austin, Texas, or another mediation group as chosen by County and approved by Contractor, as the provider of mediators for mediation as described in the TEX. CIV. PRAC. AND REM. CODE, Section 154.023. Unless both Parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in TEX. CIV. PRAC. AND REM. CODE, Section 154.073, unless both Parties agree, in writing, to waive the confidentiality.

7.13 Cooperation and Coordination. CONTRACTOR shall cooperate and coordinate with COUNTY staff and other contractors as reasonable and necessary and as required by the DIRECTOR.

7.14 Independent Contractor. The parties expressly acknowledge and agree that CONTRACTOR is an independent contractor, operating solely in that capacity, and assumes all of the rights, obligations and liabilities applicable to him as an independent contractor. CONTRACTOR shall not be considered an employee of COUNTY, or gain any rights against COUNTY pursuant to the COUNTY'S personnel policies.

7.15 Governing Law. The validity of this agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Texas.

7.15.1 Severability. Any clause, sentence, provision, paragraph, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be limited to the clause, sentence, provision, paragraph or article so held to be invalid, illegal, or ineffective.

7.15.2 Law and Venue. All obligations under this Agreement shall be performable in Travis County, Texas. Venue for any litigation concerning this Agreement shall be in the City of Austin, Travis County.

7.15.3 Assignment. No party may assign any of the rights or duties created by this Agreement without the prior written approval of the other party. It is acknowledged by CONTRACTOR that no officer, agent, employee or representative of COUNTY has any authority to assign any part of this Agreement unless expressly granted that authority by Commissioners Court.

7.16 Binding Contract. Notwithstanding any other provision of this Agreement, this Agreement shall be binding upon and inure to the benefit of the COUNTY and the CONTRACTOR and their respective successors, executors, administrators, and assigns. Neither the COUNTY nor the CONTRACTOR may assign, sublet, or transfer his interest in or obligations under this Agreement without the written consent of the other party hereto.

7.17 Performance of Other Services. As a part of this Agreement, it is understood that CONTRACTOR is free to provide services outside this Agreement as it sees fit at those times which CONTRACTOR is not obligated to COUNTY. It is also understood that COUNTY is free to have more than one contractor providing the type of services included in this Agreement.

7.18 Survival. Conditions and covenants of this Agreement which by their terms are performable after the termination, expiration, or end of this Agreement shall survive such termination, expiration, or end and remain fully performable.

7.19 Interpretational Guidelines

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

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

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

7.20 Conflict of Interest Questionnaire:

If required by Chapter 176, Texas Local Government Code, the Consultant shall complete and file a Conflict of Interest Questionnaire with the County Clerk, Elections Division, 5501 Airport Blvd., Austin, Texas 78751. The Consultant shall update this Questionnaire by September 1 of each year for the duration of this Contract, as required by Chapter 176 of the Local Government Code. In addition, if any statement on a submitted Questionnaire becomes incomplete or inaccurate, the Consultant shall submit an updated Questionnaire. The Consultant should note that the law requires the County to provide access to a filed Questionnaire on the official Travis County Internet website.

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

DUPLICATE ORIGINALS

This Agreement will be executed in duplicate originals and be effective when executed by both parties.

**Family Connections**

**Travis County**

By: Louanne Aponte, Executive Director  
Name and Title (Printed)

By: Samuel T. Biscoe  
Travis County Judge

Date: 2/23/09

Date: \_\_\_\_\_

Approved as to Legal Form By:

Jim Connolly  
Assistant County Attorney

Funds Verified By:

County Auditor

Approved by Purchasing:

Cyd V. Grimes 3/2/09  
Cyd Grimes, C.P.M., Purchasing Agent

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**ATTACHMENT A**  
**SCOPE OF SERVICES**  
**&**  
**PERFORMANCE MEASURES**

**FOR PARENT COACHING & ASSESSMENTS SERVICES**

**Background:** The Travis County Family Drug Treatment Court (FDTC) serves parents involved with Child Protective Services and the Travis County Civil Court system. These parents have been screened by the Travis County Family Drug Treatment Court team to have a substance abuse and/or dependency problem and to be willing to comply with the terms of the Travis County Family Drug Treatment Court client agreement.

Family Connections is an agency in the Travis County community that provides parenting classes, information regarding parenting, and other resources and supports for Travis County parents.

Family Connections has been working with many FDTC clients since the FDTC began hearings in March of 2008. Family Connections has provided parenting classes and resources to all of the parents in the program and has provided some of the FDTC clients with case management services through COLLABORATION TO REDUCE ABANDONMENT & DELIVER LOCAL EDUCATION & SUPPORTS (CRADLES). The FDTC already has a Memorandum of Agreement in place with Family Connections that would allow for the Drug Court Coordinator to refer many parents involved in the program to the CRADLES program.

Most parents involved in the FDTC program currently receive individualized parenting coaching through an alternate available funding source, the Parenting in Recovery (PIR) grant funds. Program experience has shown this coaching to be beneficial in helping FDTC parents improve their parenting skills. However, not all FDTC parents are eligible for PIR grant funding. This contract with Family Connections is necessary so FDTC can pay for parenting coaching services for those clients who need such services but are not able to receive such services through PIR grant funds or other alternate available funding sources. Currently the percentage of the FDTC clients that fall into this category is approximately 27%.

**Objective:** To allow for the provision of parenting coaching services to FDTC participants and through this parenting coaching to improve their parenting skills and overall ability to parent

**Services to be delivered:**

1. **Parent Coaching:** Coaching will involve sharing and teaching child development practices and positive discipline techniques to help with lack of parenting skills and challenging behavior problems. The training will also include training in the areas of home safety and time management skills.
2. **Assessment:** Involves administering the AAPI (Adult Adolescent Parenting Inventory) to measure parenting attitudes.
3. **Service Plan:** Will be a result of the assessment session, developed from observations of the coach regarding the parent. Service Plans will goal oriented and establish the coaching course of action.
4. **Visits:** Contractor shall visit with the parent for individual parenting coaching at least once a week as determined by the needs of the parent and will meet with the parent for 1-2 hours each session.

PERFORMANCE MEASURE:

The performance of CONTRACTOR in achieving the goals of improving the parents overall parenting skills will be measured and monitored ongoing by the FDTC Drug Court Coordinator through weekly staffing sessions and feedback provided from Child Protective Services, Court Appointed Special Advocates, Foundation Communities, Austin Recovery, Parenting in Recovery, and any other members of the FDTC team.

Output Measures:

Contract output shall be measured by CONTRACTOR'S satisfactory delivery of the promised services in accordance with the terms and conditions of the Contract in accordance with Attachment A Scope of Services.

Outcome Measures:

The outcome of CONTRACTOR'S service delivery shall be measured through pre-service and post-service administration of the AAPI (Adult Adolescent Parenting Inventory).

The Contractor shall accept 100% of the referrals provided by the FDTC.

Contractor will provide the FDTC/ Travis County with copies of the AAPI (Adult Adolescent Parenting Inventory) both pre-service and post-service, the service plan, and a brief written summary of each meeting with the FDTC participant along with the hours, date, and time that the parenting coach met with the FDTC participant for billing purposes.

Selection Process: The FDTC coordinator will refer to Family Connections for parenting coaching services all participants of the FDTC program who are determined by the FDTC coordinator to be in need of such services but unable to receive such services through alternate available funding sources.

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**ATTACHMENT B**  
**FEE SCHEDULE**

For and in consideration of full and satisfactory performance of the services and activities described in the Scope of Services Attachment A, Travis County shall pay Contractor at a rate of:

Item #	Description	Cost
1	Parent Coaching Sessions	\$60.00 p/hour / p/ parent
2	Assessment Services	\$30.00 p/assessment / p/ family
3	Service Plan	\$30.00 per plan / p/ family



**ATTACHMENT C**  
**INSURANCE REQUIREMENTS**

Contractor shall have, and shall require all subcontractors providing services under this Contract to have, Standard Insurance meeting the General Requirements as set forth below and sufficient to cover the needs of Contractor and/or Subcontractor pursuant to applicable generally accepted business standards. Depending on services provided by Contractor and/or Subcontractor(s), Supplemental Insurance Requirements or alternate insurance options shall be imposed as follows:

**I. General Requirements Applicable to All Contractors' Insurance.**

The following requirements apply to the Contractor and to Subcontractor(s) performing services or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and subcontractor(s):

A. The minimum types and limits of insurance indicated below shall be maintained throughout the duration of the Contract.

B. Insurance shall be written by companies licensed in the State of Texas with an A.M. Best rating of B+ VIII or higher.

C. Prior to commencing work under this Contract, the required insurance shall be in force as evidenced by a Certificate of Insurance issued by the writing agent or carrier. A copy of the Certificate of Insurance shall be forwarded to County immediately upon execution of this Contract.

D. Certificates of Insurance shall include the endorsements outlined below and shall be submitted to the Travis County Purchasing Agent within ten (10) working days of execution of the contract by both parties or the effective date of the Contract, whichever comes first. The Certificate(s) shall show the Travis County contract number and all endorsements by number.

E. Insurance required under this Contract which names Travis County as Additional Insured shall be considered primary for all claims.

F. Insurance limits shown below may be written as Combined Single Limits or structured using primary and excess or umbrella coverage that follows the form of the primary policy.

G. County shall be entitled, upon its request and without expense, to receive certified copies of policies and endorsements.

H. County reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services has been expanded.

I. Contractor shall not allow any insurance to be cancelled or lapse during any term of this Contract. Contractor shall not permit the minimum limits of coverage to erode or otherwise be reduced. Contractor shall be responsible for all premiums, deductibles and self-insured retention. All deductibles and self-insured retention shall be shown on the Certificates of Insurance.

J. Insurance coverage specified in this Contract is not intended and will not be interpreted to limit the responsibility or liability of the Contractor or subcontractor(s).

## II. Specific Requirements

The following requirements (II.A - II.E, inclusive) apply to the Contractor and Subcontractor(s) performing services or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and subcontractor(s):

### A. Workers' Compensation and Employers' Liability Insurance

1. Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act.
2. Employers' Liability limits are:
  - \$500,000 bodily injury each accident
  - \$500,000 bodily injury by disease
  - \$500,000 policy limit
3. Policies under this Section shall apply to State of Texas and include the following endorsements in favor of Travis County and City of Austin:
  - a. Waiver of Subrogation (Form 420304)
  - b. Thirty (30) day Notice of Cancellation (Form 420601)

### B. Commercial General Liability Insurance

1. Minimum limit:
  - \$500,000\* per occurrence for coverage A and B with a
  - \$1,000,000 policy aggregate
2. The Policy shall contain or be endorsed as follows:
  - a. Blanket contractual liability for this Contract
  - b. Independent Contractor Coverage
3. The Policy shall also include the following endorsements in favor of Travis County
4.
  - a. Waiver of Subrogation (Form CG 2404)
  - b. Thirty (30) day Notice of Cancellation (Form CG 0205)
  - c. Travis County named as additional insured (Form CG 2010)

\* **Supplement Insurance Requirement** If child care, or housing arrangements for clients is provided, the required limits shall be:

\$ 1,000,000 per occurrence with a  
\$ 2,000,000 policy aggregate

C. Business Automobile Liability Insurance†

1. If any form of transportation for clients is provided, coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of \$300,000\* per occurrence
2. Policy shall also include the following endorsements in favor of Travis County
  - a. Waiver of Subrogation (Form TE 2046A)
  - b. Thirty (30) day Notice of Cancellation (Form TE 0202A)
  - c. Travis County named as additional insured (Form TE 9901B)

† **Alternative Insurance Requirement**

If NO transportation services of any type is provided, and use of a motor vehicle is strictly limited to travel to and from work or work sites, evidence of Personal Auto Policy coverage with limits of

\$ 100,000/\$300,000/\$50,000

may be provided in lieu of Business Automobile Liability Insurance

D. Professional Liability/E & O Insurance

1. Coverage shall be provided with a minimum limit of \$1,000,000 per claim /\$3,000,000 aggregate to cover injury to a child while the child is in the care of Contractor or Subcontractor and to cover negligent acts, sexual harassment, errors, or omissions arising out of Professional Services under this Contract.
2. If coverage is written on a claims made policy, the retroactive date shall be prior to the date this Contract is signed and/or effective, whichever comes first. Coverage shall include a three (3) year extended reporting period from the date this Contract expires or is terminated. Certificate of Insurance shall clarify coverage is claims made and shall contain both the retroactive date of coverage and the extended reporting dates.
3. Subcontractor(s) who are not covered under Contractor's professional liability insurance shall provide Contractor with current certificates of insurance annually on the renewal date of their insurance policy.

E. Blanket Crime Policy Insurance

1. If an advance against Contract Funds is requested or received in an amount greater than \$5,000, a Blanket Crime Policy shall be required with limits of the Contract Funds allocated in the Contract or the amount of scheduled advances.
2. If coverage is written on a claims made policy, the retroactive date shall be prior to the date services begin under this Contract or the effective date of this Contract, whichever comes first. Coverage shall include a three- (3) year extended reporting period from the date this Contract expires or is terminated. Certificate of Insurance shall clarify coverage is claims made and shall contain both the retroactive date of coverage and the extended reporting period date.

**ATTACHMENT D**  
**ETHICS AFFIDAVIT**

STATE OF TEXAS  
 COUNTY OF TRAVIS

ETHICS AFFIDAVIT

Date: 2/23/09  
 Name of Affiant: Louanne Aponte  
 Title of Affiant: Executive Director  
 Business Name of Proponent: Austins Families Inc. DBA Family Connections  
 County of Proponent: Travis

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by Proponent to make this affidavit for Proponent.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language.
4. Proponent has received the list of key contracting persons associated with this solicitation which is attached to this affidavit as Exhibit "1".
5. Affiant has personally read Exhibit "1" to this Affidavit.
6. Affiant has no knowledge of any key contracting person on Exhibit "1" with whom Proponent is doing business or has done business during the 365 day period immediately before the date of this affidavit whose name is not disclosed in the solicitation.

Louanne Aponte  
 Signature of Affiant

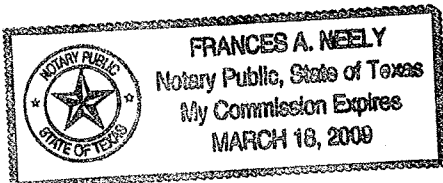
825 E. 53<sup>rd</sup>, EPI, Austin TX 78751  
 Address

SUBSCRIBED AND SWORN TO before me by LOUANNE APONTE on FEBRUARY<sup>23</sup>, 2009

Frances A. Neely

Notary Public, State of TEXAS

Typed or printed name of notary FRANCES A. NEELY  
 My commission expires: MARCH 18, 2009



**EXHIBIT 1**  
**LIST OF KEY CONTRACTING PERSONS**  
**February 19, 2009**

**CURRENT**

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Name of Business Individual is Associated</u>
County Judge...	Samuel T. Biscoe	
County Judge (Spouse) .....	Donalyn Thompson-Biscoe....	MHMR
Executive Assistant .....	Cheryl Brown	
Executive Assistant.....	Nicole Grant*	
Executive Assistant.....	Melissa Velásquez	
Executive Assistant.....	Josie Z. Zavala	
Commissioner, Precinct 1.....	Ron Davis	
Commissioner, Precinct 1 (Spouse).....	Annie Davis .....	Seton Hospital
Executive Assistant.....	Chris Fanuel	
Executive Assistant.....	Felicitas Chavez	
Commissioner, Precinct 2 .....	Sarah Eckhardt	
Commissioner, Precinct 2 (Spouse).....	Kurt Sauer .....	Daffer McDonald, LLP
Executive Assistant .....	Loretta Farb	
Executive Assistant .....	Joe Hon*	
Executive Assistant .....	Peter Einhorn	
Commissioner, Precinct 3.....	Karen Huber*	
Executive Assistant.....	Garry Brown*	
Executive Assistant.....	Kelly Darby*	
Commissioner, Precinct 4.....	Margaret Gomez	
Executive Assistant.....	Edith Moreida	
Executive Assistant.....	Norma Guerra	
Special Assistant to Comm. Court.....	Christian Smith*	
County Treasurer.....	Dolores Ortega-Carter	
County Auditor .....	Susan Spataro	
Executive Manager, Administrative .....	Alicia Perez	
Executive Manager, Budget & Planning .	Rodney Rhoades*	
Exec Manager, Emergency Services.....	Danny Hobby	
Exec Manager, Health/Human Services.	Sherri E. Fleming	
Executive Manager, TNR .....	Joseph Gieselman	
Exec Manager, Criminal Justice Planning	Roger Jeffries*	
Travis County Attorney .....	David Escamilla	
First Assistant County Attorney .	Steve Capelle*	
Executive Assistant, Civil Division .....	Jim Collins	
Director, Transactions Division .....	John Hille	
Attorney, Transactions Division .....	Tamara Armstrong	
Attorney, Transactions Division .....	Daniel Bradford*	
Attorney, Transactions Division .....	Mary Etta Gerhardt	
Attorney, Transactions Division .....	Barbara Wilson	
Attorney, Transactions Division .....	Jim Connolly	
Attorney, Transactions Division .....	Tenley Aldredge	
Attorney, Transactions Division .....	Julie Joe	
Attorney, Transactions Division .....	Christopher Gilmore*	
Attorney, Transactions Division .....	Stacy Wilson	
Attorney, Transactions Division .....	Sarah Churchill*	
Purchasing Agent .....	Cyd Grimes, C.P.M.	
Assistant Purchasing Agent .....	Marvin Brice, CPPB	
Assistant Purchasing Agent.....	Bonnie Floyd, CPPO, CPPB, CTPM	

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**CURRENT - continued**

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Name of Business Individual is Associated</u>
Purchasing Agent Assistant IV ..	Diana Gonzalez	
Purchasing Agent Assistant IV ..	Lee Perry	
Purchasing Agent Assistant IV ..	Jason Walker	
Purchasing Agent Assistant IV ..	Richard Villareal	
Purchasing Agent Assistant IV ..	Oralia Jones, CPPB	
Purchasing Agent Assistant IV ..	Lori Clyde, CPPB	
Purchasing Agent Assistant IV ..	Scott Wilson*	
Purchasing Agent Assistant IV ..	Jorge Talavera, CPPB	
Purchasing Agent Assistant III...	Vania Ramaekers, CPPB	
Purchasing Agent Assistant III...	Michael Long, CPPB	
Purchasing Agent Assistant III...	Rebecca Gardner	
Purchasing Agent Assistant III...	Rosalinda Garcia	
Purchasing Agent Assistant III...	Loren Breland	
Purchasing Agent Assistant II....	Donald E. Rollack	
Purchasing Agent Assistant II....	Nancy Barchus, CPPB	
HUB Coordinator .....	Sylvia Lopez	
HUB Specialist. ....	Betty Chapa	
HUB Specialist. ....	Jerome Guerrero	
Purchasing Business Analyst.....	Scott Worthington	
TNR .....		

**FORMER EMPLOYEES**

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Date of Expiration</u>
Commissioner, Precinct 3.....	Gerald Daugherty .....	12/31/09
Executive Assistant.....	Robert Moore .....	12/31/09
Executive Assistant.....	Martin Zamzow.....	12/31/09
First Assistant County Attorney .	Randy Leavitt.....	1/23/10

\* - Identifies employees who have been in that position less than a year.

**EXHIBIT 2**  
**DISCLOSURE**

Contractor acknowledges that Contractor is doing business or has done business during the 365 day period immediately prior to the date on which this proposal is due with the following key contracting persons and warrants that these are the only such key contracting persons:


If no one is listed above, Contractor warrants that Contractor is not doing business and has not done business during the 365-day period immediately prior to the date on which this proposal is due with any key contracting person.

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3-5-09 at 4:28pm

# 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

10

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

*Cyd V. Grimes 3/2/09 MB*

**Voting Session: Tuesday, March 10, 2009**

**REQUESTED ACTION:** APPROVE CONTRACT NO. PS090013VR, HAROLD D. SCOTT, MD., FOR PSYCHOLOGICAL & PSYCHIATRIC SERVICES. (DISTRICT AND COUNTY CRIMINAL COURTS)

***Points of Contact:***

**Purchasing:** Vania Ramaekers

**Department:** DISTRICT AND COUNTY CRIMINAL COURTS, Debra Hale, Director of Court Management.

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

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

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

**Other:**

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

The District and County Criminal Courts, along with the Purchasing Office, has developed a pool of psychological and psychiatric service providers to provide competency examinations and other related services as requested by the Courts. This contract will be added to the current pool of providers and it will be used on an as needed basis.

- **Contract Expenditures:** Within the last 12 months \$0.00 has been spent against this contract.

☒ Not applicable

- **Contract-Related Information:** N/A

Award Amount: AS NEEDED BASIS

Contract Type: (Professional Services Agreement)

Contract Period: 03/10/09 – 9/30/09 (auto renewal)



➤ **Contract Modification Information:**

Modification Amount: Modification Type:

Modification Period:

➤ **Solicitation-Related Information:**

Solicitations Sent: N/A

Responses Received: N/A

HUB Information: See Comments

% HUB Subcontractor: N/A

➤ **Special Contract Considerations: N/A**

☐ Award has been protested; interested parties have been notified.

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

☐ Comments:

➤ **Funding Information: N/A**

☐ Purchase Requisition in H.T.E.:

☒ Funding Account(s): 001-9496-546-6315 and 001-9486-546-6315

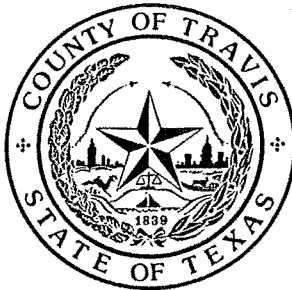
☒ Comments: **AS NEEDED BASIS**

➤ **Statutory Verification of Funding:**

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

TRAVIS COUNTY  
DISTRICT AND COUNTY  
CRIMINAL COURTS

DEBRA HALE  
DIRECTOR OF COURT  
MANAGEMENT



DEC 30 2008  
TRAVIS COUNTY

BLACKWELL-THURMAN  
CRIMINAL JUSTICE CENTER  
P. O. BOX 1748  
AUSTIN, TX. 78767  
(512) 854-9244  
FAX: (512) 854-4464

**DATE:** December 22, 2008

**TO:** Cyd Grimes  
Purchasing Agent

**FROM:** Debra Hale *DH*  
Director of Court Management  
District and County Criminal Courts

**RE:** Request for Contract for Psychological Services

\*\*\*\*\*

The Travis County Criminal Courts Department oversees contracts for psychological services to provide competency examinations for the County and District Courts. The Travis County Judges have recommended that Dr. Harold Scott be approved as an addition to our list of approved psychologists/psychiatrists for this function. Therefore, the Criminal Courts Department would like to enter into a contractual agreement with Dr. Scott. A copy of his curriculum vitae will be made available. His contact information is as follows:

Dr. Harold D. Scott, M.D.  
204 Cowan Creek Drive  
Georgetown, Texas 78633  
Phone: (512) 415-2528

The following details the line item and budget information to be used for this contract:

Account Number:	<b>001-9496-546-6315 and 001-9486-546-6315</b>
Not To Exceed:	<b>As Needed Basis</b>
Initial Contract Period:	<b>October 1, 2008 to September 30, 2009</b>
Automatically Renew:	<b>Yes</b>

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

# PROFESSIONAL SERVICES AGREEMENT/CONTRACT

BETWEEN

**TRAVIS COUNTY**

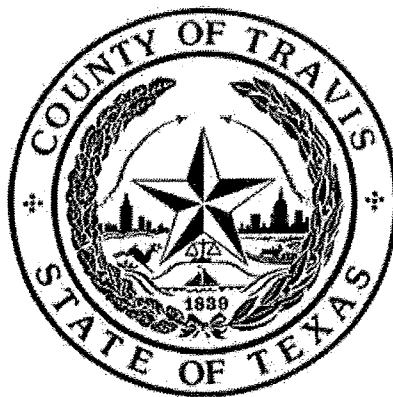
AND

**Dr. HAROLD D. SCOTT, M.D.**

FOR

**PSYCHOLOGICAL/PSYCHIATRIC SERVICES**

**CONTRACT NO. PS090013VR**



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**Travis County Purchasing Office**

# TABLE OF CONTENTS

1.0	Definitions.....	3
2.0	Term .....	4
3.0	Contractor's Responsibilities .....	4
4.0	Compensation, Billing and Payment .....	5
5.0	Records, Confidentiality and Access.....	7
6.0	Amendments/Modifications .....	7
7.0	Other Provisions.....	8
	Approvals .....	13

## Attachments

Attachment A – Scope of Services & Performance Measures.....	14
Attachment B – Fee Schedule.....	16
Attachment C – Insurance Requirements.....	17
Attachment D – Ethics Affidavit including: .....	20
Exhibit 1 - List of Key Contracting Persons.....	21
Exhibit 2 – Disclosure.....	23
Attachment E – Conflict of Interest Questionnaire.....	24

STATE OF TEXAS       §  
                                   §  
 COUNTY OF TRAVIS    §

**PROFESSIONAL SERVICES AGREEMENT  
 FOR PSYCHOLOGICAL/PSYCHIATRIC SERVICES**

**This Agreement** is made and entered into by and between the following parties: Travis County, Texas, (the "COUNTY") and Dr. Harold D. Scott, M.D., (the "CONTRACTOR").

**WHEREAS**, COUNTY desires to obtain the services of a qualified psychologist/psychiatrist to conduct competency examinations, for the District and County Criminal Courts and;

**WHEREAS**, CONTRACTOR has the professional ability and expertise, and any necessary professional degrees, licenses, and certifications to provide these services;

**NOW, THEREFORE**, COUNTY and CONTRACTOR agree as follows:

**1.0    DEFINITIONS**

In this Agreement,

- 1.1    "Commissioners Court" means the Travis County Commissioners Court.
- 1.2    "Purchasing Agent" means Travis County Purchasing Agent Cyd V. Grimes or her successor.
- 1.3    "County Auditor" means Travis County Auditor Susan Spataro or her successor.
- 1.4    "Parties" mean Travis County and Dr. Harold D. Scott, M.D.
- 1.5    "Is doing business" and "has done business" mean:

1.5.1   paying or receiving in any calendar year any money or valuable thing which is worth more than \$250 in the aggregate in exchange for personal services or for the purchase of any property or property interest, either real or personal, either legal or equitable; or,

1.5.2   loaning or receiving a loan of money; or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than \$250 in the aggregate in a calendar year;

**1.5.3   but does not include**

1.5.3.1 any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the public,

1.5.3.2 any financial services product sold to a Key Contracting Person for personal, family or household purposes in accordance with pricing guidelines applicable to similarly situated individuals with similar risks as determined by Contractor in the ordinary course of its business; and

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1.5.3.3 a transaction for a financial service or insurance coverage made on behalf of Contractor if Contractor is a national or multinational corporation by an agent, employee or other representative of Contractor who does not know and is not in a position that he or she should have known about the Contract.

1.6 "Key Contracting Person" means any person or business listed in Exhibit 1 to the Affidavits attached to this contract and marked as Attachment D.

1.7 "DIRECTOR" means the Director of the Travis County District and Criminal Courts Management or her designee.

## 2.0 TERM

2.1 Initial Term. The Initial Term of this Agreement shall commence upon complete execution by all parties and shall continue through September 30, 2009, unless sooner terminated as provided herein.

2.2 Renewal Term(s). Subject to continued funding by the Commissioners Court, this Agreement shall thereafter automatically renew on October 1 of each year for succeeding terms of one year unless sooner terminated by either party as provided herein.

2.3 Termination. Either party may terminate this Contract at any time by giving the other party written notice of such termination at least thirty (30) days before the effective date of the termination.

## 3.0 CONTRACTOR'S RESPONSIBILITIES

3.1 Scope of Services. CONTRACTOR shall perform, in a timely manner, the services and activities described in the Scope of Services set forth as Attachment A to this Agreement, which is expressly incorporated herein and made a part hereof.

3.2 Ethical Standards. CONTRACTOR shall perform all services and exercise all discretionary powers in a manner consistent with applicable canons of professional ethics and his best professional judgment.

3.3 Subcontracting. Except as otherwise specifically provided herein, CONTRACTOR is prohibited from hiring or subcontracting with any other person to perform any of the CONTRACTOR'S obligations under this Agreement.

3.4 Civil Rights/ADA Compliance. CONTRACTOR shall provide all services and activities pursuant to this Agreement in compliance with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans with Disabilities Act of 1990, Public Law 101-336 [S.933].

3.5 Legal Compliance. CONTRACTOR shall comply with all federal, state, county, and city laws, rules, regulations and ordinances applicable to the provision of the services described herein and the performance of all obligations undertaken pursuant to this Agreement.

3.6 Payment of Property Taxes. CONTRACTOR warrants that CONTRACTOR is not currently delinquent in payment of property taxes to the Travis County Tax Assessor Collector.

3.7 Insurance Requirements CONTRACTOR shall comply with the insurance requirements set out in Attachment C, "Insurance Requirements", which is incorporated herein by reference and made a part hereof.

3.8 Federal Funds. CONTRACTOR warrants that no Federal appropriated funds have been paid or will be paid, by or on behalf of CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

3.9 Communications. CONTRACTOR may communicate all requests for direction and factual information relating to services performed pursuant to this Agreement to the DIRECTOR and may rely on all factual information supplied by the DIRECTOR in response to these requests. However DIRECTOR shall not serve as the agent of County or the Commissioners Court or any elected official of County for any other purpose than conveying factual information.

3.10 CONTRACTOR expressly acknowledges that, in entering into this Agreement, COUNTY has relied on the representations of CONTRACTOR about the persons who will be performing the services and their qualifications and that any other person except staff must be approved by COMMISSIONERS COURT before providing services under this Agreement. CONTRACTOR warrants that all work done will be done by the employees or members of CONTRACTOR that are presented as performing the services in CONTRACTOR'S proposal.

#### 4.0 COMPENSATION, BILLING AND PAYMENT

4.1 Fees. For and in consideration of the satisfactory performance by CONTRACTOR of the services described in Attachment A, Scope of Services, and CONTRACTOR's compliance with the terms and conditions of this Agreement, COUNTY shall pay CONTRACTOR in accordance with the Fee Schedule which is attached hereto as Attachment B and made a part hereof.

4.1.1 Not to exceed amount: NA-As needed Basis

4.1.2 Additional Fees: None.

4.2 Satisfactory Completion of Services. COUNTY shall not be responsible for the costs of any services under this Agreement that are not performed to COUNTY'S satisfaction and given COUNTY'S approval, which shall not be unreasonably withheld. COUNTY'S obligation to make any payment to CONTRACTOR is dependent upon completion of the services invoiced in a timely, good and professional manner and at a standard acceptable in CONTRACTOR'S profession.

4.3 Timely Payment. The COUNTY shall pay CONTRACTOR within thirty (30) days after the receipt of a complete and correct invoice by the COUNTY Department. Accrual and payment of interest on overdue payments shall be governed by Chapter 2251 of the Texas Government Code.

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4.4 Invoicing. CONTRACTOR shall submit invoicing to COUNTY on a monthly basis and each invoice shall contain the name of each client served by CONTRACTOR, the type of service provided by CONTRACTOR, the total hours of service provided by CONTRACTOR, the hourly fee assessed for each service provided by CONTRACTOR and the total amount of payment requested for each client. Each invoice submitted by CONTRACTOR to COUNTY shall be signed by CONTRACTOR

4.5 Overpayment. CONTRACTOR shall refund to COUNTY any money which has been paid to CONTRACTOR by COUNTY, which COUNTY determines has resulted in overpayment to CONTRACTOR. Such refund shall be made by CONTRACTOR to COUNTY within thirty (30) days after the refund is requested by COUNTY. If COUNTY enters into any subsequent Agreement with CONTRACTOR and CONTRACTOR fails to refund any money owed to COUNTY within thirty (30) days of request, COUNTY may offset the difference against the next advance or payment payable to CONTRACTOR

4.6 Taxpayer Identification. CONTRACTOR shall provide COUNTY with an Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations, and a statement of entity status in a form satisfactory to the County Auditor before any Agreement funds are payable.

4.7 Delinquent Property Taxes. Notwithstanding anything to the contrary herein, if the CONTRACTOR is delinquent in the payment of property taxes at the time of invoicing, the CONTRACTOR hereby assigns any payments to be made for services rendered hereunder to the Travis County Tax Assessor-Collector for the payment of said delinquent taxes.

4.8 Disbursements to Persons with Outstanding Debt.

4.8.1 In accordance with Section 154.045 of the Local Government Code, If notice of indebtedness has been filed with the County Auditor or County Treasurer evidencing the indebtedness of CENTER to the State, the COUNTY or a salary fund, a warrant may not be drawn on a COUNTY fund in favor of the CENTER, or an agent or assignee of CENTER until:

4.8.1.1 the County Treasurer notifies CENTER in writing that the debt is outstanding;  
and

4.8.1.2 the debt is paid.

4.8.2 "Debt" includes delinquent taxes, fines, fees, and indebtedness arising from written agreements with the COUNTY.

4.8.3 COUNTY may apply any funds COUNTY owes CENTER to the outstanding balance of debt for which notice is made under section 4.8.1.1 above, if the notice includes a statement that the amount owed by the COUNTY to CENTER may be applied to reduce the outstanding debt.

4.9 Period of Services. COUNTY shall not be liable for costs incurred or performances rendered by CONTRACTOR before or after the term of this Agreement.

4.10 Exemption from County Purchasing Act. Pursuant to TEX. LOC. GOV'T. CODE ANN. § 262 et seq., Commissioners Court hereby orders that this Agreement is exempt from the requirements of the County Purchasing Act because it is a contract for the purchase of personal or professional services.



4.11 Funding Out. Notwithstanding anything to the contrary herein, if, during budget planning and adoption, Commissioners Court fails to provide funding for this Contract for the following fiscal year of COUNTY, COUNTY may terminate this Contract after giving CONTRACTOR 20 days written notice that this Contract is terminated due to the failure to fund it.

## 5.0 RECORDS CONFIDENTIALITY AND ACCESS

5.1 Confidentiality. CONTRACTOR shall establish a method to secure the confidentiality of records and other information relating to Psychological / Psychiatric services in accordance with the applicable federal, state and local laws, rules and regulations, and applicable professional ethical standards. This provision shall not be construed as limiting the right of COUNTY access to client information. Upon authorization from COUNTY to render client files anonymous, CONTRACTOR agrees to mask information identifying clients in a way that will not obstruct COUNTY'S monitoring and evaluation duties in any way.

5.2 Records Maintenance. CONTRACTOR shall create, maintain, and retain, and shall make reasonably available to COUNTY, all necessary and appropriate records, information, and documentation (including all accounting records) relating to services provided under the terms of this Agreement for a period of three (3) years after the provision of the services, or until any litigation concerning any of the services has been satisfactorily resolved, whichever occurs later. CONTRACTOR shall provide copies of such records to COUNTY upon written request to CONTRACTOR at a cost mutually agreed to by COUNTY and CONTRACTOR

5.3 Access to Records. COUNTY or its duly authorized representatives shall have access to any and all records, information and documentation of CONTRACTOR, which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. CONTRACTOR shall maintain the records, information, and documentation in a readily available state and location, reasonably accessible to COUNTY or their authorized representatives.

5.4 Right to Contractual Material. All work products produced under this Agreement including programming, reports, charts, schedules, or other appended documentation to any responses, inquiries, correspondence, and related material submitted by CONTRACTOR will become property of the COUNTY.

## 6.0 AMENDMENTS / MODIFICATIONS

6.1 General. Unless specifically provided otherwise in this Agreement, any change to the terms of this Agreement or any attachments to it shall be in writing and signed by each party. IT IS ACKNOWLEDGED BY CONTRACTOR THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY TO CHANGE THE TERMS OF THIS AGREEMENT OR ANY ATTACHMENTS TO IT UNLESS EXPRESSLY GRANTED THAT AUTHORITY BY COMMISSIONERS COURT.

6.2 Requests for Changes. CONTRACTOR shall submit all requests for changes to the terms of this Agreement or any attachment to it to the Director with a copy to the Purchasing.

6.3 Purchasing Agent Authority. Contractor understands and agrees that the Purchasing Agent has certain authority to approve an Amendment subject to applicable law (specifically the County Purchasing Act, TEX. LOC. GOV'T CODE, Chapter 262, and other applicable law) and County policy, as approved by the Commissioners Court. Within that authority, the Purchasing Agent may approve Amendment requests under this Contract. The Purchasing Agent will advise Contractor as to such authority upon submission of a request for Amendment; at any time, the Purchasing Agent may submit any request to the Commissioners Court for approval, regardless of the authority of the Purchasing Agent to sign the Amendment.

## 7.0 OTHER PROVISIONS:

7.1 INDEMNIFICATION. CONTRACTOR AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, NEGLIGENCE, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR ANY ACT OR OMISSION BY CONTRACTOR, OR FOR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY CONTRACTOR UNDER THIS CONTRACT.

7.2 Copyrights, Patents & Licenses. CONTRACTOR represents and warrants that (i) all applicable copyrights, patents, licenses, and other proprietary or intellectual property rights which may exist on materials used in this Agreement have been adhered to and (ii) the County shall not be liable for any infringement of those rights and any rights granted to the County shall apply for the duration of this Agreement. Consultant shall indemnify the County, its officers, agents, and employees from all claims, losses, damages, causes of action, and liability of every kind including expenses of litigation, court costs and attorney fees for damages to any person or property arising in connection with any alleged or actual infringement of existing patents, licenses, or copyrights applicable to materials used in this Agreement.

7.3 Claims Notification. If any claim, or other action, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or other entity against CONTRACTOR or COUNTY in relation to the performance of this Agreement, CONTRACTOR shall give written notice to COUNTY of the claim or other action within three (3) working days after being notified of it or the threat of it; the name and address of the person, firm, corporation or other entity that made or threatened to make a claim, or that instituted or threatened to institute any type of action or proceeding; the basis of the claim, action or proceeding; the court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and the name or names of any person against whom this claim is being made or threatened. This written notice shall be given in the manner provided herein. Except as otherwise directed, CONTRACTOR shall furnish to COUNTY copies of all pertinent papers received by CONTRACTOR with respect to these claims or actions.

7.4 Suspension. If CONTRACTOR fails to comply with any provision herein, COUNTY may, upon written notification to CONTRACTOR, suspend this Agreement in whole or in part and withhold further payments to CONTRACTOR, until CONTRACTOR is in compliance with the terms of this Agreement or Agreement is terminated as provided herein.

## 7.5 Non-Waiver of Default

7.5.1 No payment, act or omission by COUNTY may constitute or be construed as a waiver of any breach or default of CONTRACTOR which then exists or may subsequently exist.

7.5.2 All rights of COUNTY under this Agreement are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to COUNTY under it. Any right or remedy in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement or under any law nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

7.6 Forfeiture of Contract If CONTRACTOR has done business with a Key Contracting Person during the 365 day period immediately prior to the date of execution of this Agreement or does business with any Key Contracting Person at any time after the date of execution of this Agreement and prior to the full performance of this Agreement, CONTRACTOR shall forfeit all benefits of this Agreement and COUNTY shall retain all performance by CONTRACTOR and recover all considerations, or the value of all consideration, paid to CONTRACTOR pursuant to this Agreement, provided, however, that this section may be waived by Commissioners Court pursuant to Section 3(g) of the Travis County Ethics Policy.

## 7.7 Entire Agreement

7.7.1 Entire Agreement. All written or oral agreements between the parties to this Agreement related to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this Agreement or in the policies and procedures approved by Commissioners Court for County. Any prior agreements, promises, negotiations, or representations not expressly set forth in this document are of no force and effect.

7.7.2 Attachments. The attachments enumerated and denominated below are hereby made a part of this Agreement, and constitute promised performances by CONTRACTOR in accordance with all the provisions of this Agreement.

- 7.7.2.1 Attachment A – Scope of Services & Performance Measures
- 7.7.2.2 Attachment B – Fee Schedule
- 7.7.2.3 Attachment C – Insurance Requirements
- 7.7.2.4 Attachment D – Ethics Affidavit including:
  - Exhibit 1 - List of Key Contracting Persons
  - Exhibit 2 – Disclosure
- 7.7.2.5 Attachment E – Conflict of Interest Questionnaire

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## 7.8 Notices:

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

7.8.2 County Address. The address of County for all purposes under this Agreement shall be:

Cyd Grimes, C.P.M. (or her successor)  
Travis County Purchasing Agent  
P. O. Box 1748  
Austin, Texas 78767

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

Debra Hale, Director Court Management  
P.O. Box 1748  
Austin, Texas 78767

7.8.3 Contractor Address. The address of CONTRACTOR for all purposes under this Agreement and for all notices hereunder shall be:



Dr. Harold D. Scott, M.D.  
204 Cowan Creek Drive  
~~Austin~~, Texas 78633  
Georgetown

7.9 Change of Address. Each party may change the address for notice to it by giving written notice of the change in compliance with Section 7.8. Any change in the address shall be reported within fifteen (15) days of the change.

7.10 Authority: The DIRECTOR or her designee will act on behalf of COUNTY with respect to the work to be performed under this Agreement. The DIRECTOR shall have complete authority to interpret and define in writing COUNTY'S policies and decisions with respect to CONTRACTOR'S services. The DIRECTOR may designate representatives to transmit instructions and receive information.

7.11 Dispute Resolution - Administration by Purchasing Agent. When the Contractor and/or County have been unable to successfully resolve any question or issue related to this Contract, the Contractor or County shall then present the matter to the Purchasing Agent by providing the Purchasing Agent with written notice of the dispute. Such notice shall contain a specific written description of the issues involved as well as the Contractor's requested resolution of the dispute and any other relevant information which Contractor desires to include. As of the receipt of such notice by the Purchasing Agent, the Purchasing Agent will act as the County representative in any further issuances and in the administration of this Contract in relation to the described dispute. Unless otherwise stated in this Contract, any document, notice or correspondence in relation to the disputes at this stage not issued by or to the Purchasing Agent is may be considered void. If the Contractor does not agree with any document, notice or correspondence relating to the dispute issued by the Purchasing Agent or other authorized County person, the Contractor must submit a written notice to the Purchasing Agent with a copy to the Executive Manager within ten (10) calendar days after receipt of the document, notice or correspondence, outlining the exact point of disagreement in detail. The Purchasing Agent will issue a written notice of the final resolution of the dispute to the Contractor within thirty (30) days of receipt of the initial written notice of dispute by the Purchasing Agent. If this final resolution does not resolve the dispute to the Contractor's satisfaction, Contractor may submit a written Notice of Appeal to the Commissioners Court through the Purchasing Agent. The Purchasing Agent will provide a copy of such response to the Executive Manager. This Notice of Appeal must be submitted within ten (10) calendar

days after receipt of the unsatisfactory final resolution. Contractor then has the right to be heard by Commissioners Court and the Purchasing Agent will coordinate placing the matter on the Commissioners Court agenda.

7.12 Mediation. If the Contractor is not satisfied with the resolution of the dispute pursuant to paragraph 7.11, Contractor shall notify the Travis County Management representing this contract, and, if mediation is acceptable to both Parties in resolving the dispute arising under this Contract, the Parties agree to use the Dispute Resolution Center of Austin, Texas, or another mediation group as chosen by County and approved by Contractor, as the provider of mediators for mediation as described in the TEX. CIV. PRAC. AND REM. CODE, Section 154.023. Unless both Parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in TEX. CIV. PRAC. AND REM. CODE, Section 154.073, unless both Parties agree, in writing, to waive the confidentiality.

7.13 Cooperation and Coordination. CONTRACTOR shall cooperate and coordinate with COUNTY staff and other contractors as reasonable and necessary and as required by the DIRECTOR.

7.14 Independent Contractor. The parties expressly acknowledge and agree that CONTRACTOR is an independent contractor, operating solely in that capacity, and assumes all of the rights, obligations and liabilities applicable to him as an independent contractor. CONTRACTOR shall not be considered an employee of COUNTY, or gain any rights against COUNTY pursuant to the COUNTY'S personnel policies.

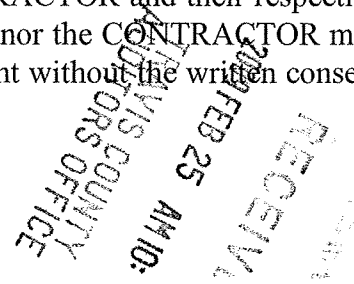
7.15 Governing Law. The validity of this agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Texas.

7.15.1 Severability. Any clause, sentence, provision, paragraph, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be limited to the clause, sentence, provision, paragraph or article so held to be invalid, illegal, or ineffective.

7.15.2 Law and Venue. All obligations under this Agreement shall be performable in Travis County, Texas. Venue for any litigation concerning this Agreement shall be in the City of Austin, Travis County.

7.15.3 Assignment. No party may assign any of the rights or duties created by this Agreement without the prior written approval of the other party. It is acknowledged by CONTRACTOR that no officer, agent, employee or representative of COUNTY has any authority to assign any part of this Agreement unless expressly granted that authority by Commissioners Court.

7.16 Binding Contract. Notwithstanding any other provision of this Agreement, this Agreement shall be binding upon and inure to the benefit of the COUNTY and the CONTRACTOR and their respective successors, executors, administrators, and assigns. Neither the COUNTY nor the CONTRACTOR may assign, sublet, or transfer his interest in or obligations under this Agreement without the written consent of the other party hereto.



7.17 Performance of Other Services. As a part of this Agreement, it is understood that CONTRACTOR is free to provide services outside this Agreement as it sees fit at those times which CONTRACTOR is not obligated to COUNTY. It is also understood that COUNTY is free to have more than one contractor providing the type of services included in this Agreement.

7.18 Survival. Conditions and covenants of this Agreement which by their terms are performable after the termination, expiration, or end of this Agreement shall survive such termination, expiration, or end and remain fully performable.

7.19 Interpretational Guidelines

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

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

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

7.20 Conflict of Interest Questionnaire: If required by Chapter 176, Texas Local Government Code, the Consultant shall complete and file a Conflict of Interest Questionnaire with the County Clerk, Elections Division, 5501 Airport Blvd., Austin, Texas 78751. The Consultant shall update this Questionnaire by September 1 of each year for the duration of this Contract, as required by Chapter 176 of the Local Government Code. In addition, if any statement on a submitted Questionnaire becomes incomplete or inaccurate, the Consultant shall submit an updated Questionnaire. The Consultant should note that the law requires the County to provide access to a filed Questionnaire on the official Travis County Internet website.

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

DUPLICATE ORIGINALS

This Agreement will be executed in duplicate originals and be effective when executed by both parties.

**DR. Harold D. Scott, M.D.**

**Travis County**

*Harold D. Scott, MD*

By: HAROLD D. SCOTT, MD

Name and Title (Printed)

By: Samuel T. Biscoe  
Travis County Judge

Date: 2/18/09

Date: \_\_\_\_\_

Approved as to Legal Form By:

*Grim Connolly*  
Assistant County Attorney

Approved by Purchasing:

*Cyd Y. Grimes 3/2/09*  
Cyd Grimes, C.P.M., Purchasing Agent

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**ATTACHMENT A****SCOPE OF SERVICES & PERFORMANCE MEASURES****PSYCHOLOGICAL / PSYCHIATRIC SERVICES**

State law provides that a person who is mentally incompetent shall not be tried for any criminal offense while in such a condition.

To establish competency at the present time, the State must prove beyond a reasonable doubt that at this time the defendant does have sufficient present ability to consult with his attorney with a reasonable degree of rational understanding; or that he does have a rational as well as factual understanding of the proceedings against him/her. The determination of competency is made via a competency evaluation conducted by a licensed Psychologist/psychiatrist. The competency evaluation consists of the following components:

1. Mental Status Psychological/Psychiatric Evaluation  
Consists of a series of interview questions posed to the defendant by the psychologist/psychiatrist that are designed to aid in the determination of the defendant's ability to understand the proceedings against him/her.
2. Review of Jail Records  
Consists of reviewing reports and other documentation prepared by jail staff regarding the defendant's behavior while incarcerated. May include discussions with jail staff. Offense reports are reviewed and descriptions of behavior and circumstances surrounding the arrest are evaluated.
3. Interview with Defense Attorney  
Designed to obtain information regarding the defendant's ability to consult with his attorney with a reasonable degree of rational understanding.
4. Report Preparation  
Designed to provide the Judge, the State, and the Defense Attorney with the results and recommendations of competency evaluation.
5. Court Testimony  
Designed to allow the findings of the competency evaluation to be introduced to the jury. Includes giving the State and the Defense Attorney the opportunity to cross-examine the Psychologist/psychiatrist regarding the results of the competency evaluation.
6. Follow up Psychological/ Psychiatric Evaluations  
When conflicting or unclear information is obtained, it is sometimes necessary to re-interview the defendant in order to provide an accurate evaluation and recommendation.
7. Interview with Family Members  
Designed to obtain information about the defendant's mental health history when necessary.



8. Travel to Del Valle Facility

Additional cost to be added into fees for the cost of travel to and from the Del Valle facility.

PERFORMANCE MEASURE:

Output Measures:

Contract output shall be measured by CONTRACTOR'S satisfactory delivery of the services in accordance with the terms and conditions of the Contract and in accordance with Attachment A Scope of Services.

Outcome Measures:

The outcome of CONTRATOR'S service delivery shall be measured by the following:

Completion of the interview and review of jail records for 100% of court referrals within time frame designated by the Court;

Completion of 100% of psychological/psychiatric evaluation reports within time frame designated by the Court;

Availability via phone or in person for follow-up on evaluations when requested by the Court.

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2009 FEB 25 AM 10:44  
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**ATTACHMENT B**  
**FEE SCHEDULE**

**Psychological/ Psychiatric Evaluations**

For and in consideration of full and satisfactory performance of the services and activities described in the Scope of Services Attachment A, Travis County shall pay Contractor at a rate of:

Item No.	Item Description	Unit	Cost
1	Psychological / Psychiatric Evaluation for court competency: Evaluation includes travel to Travis County Jail, review of jail medical records and conference w/ TCJ medical staff and correction officers, interview of the defendant, preparation of the report, and faxing report to the judge, prosecutor and defense attorney.	Each	\$350.00
2	Review of jail records:	INCLUDED IN ITEM #1	
3	Interview with defense attorney or prosecutor	P/hr	\$350.00
4	Report preparation	INCLUDED IN ITEM #1	
5	Court testimony	P/hr	\$350.00
6	Follow up Psychological/Psychiatric evaluations	P/hr	\$350.00
7	Interview with family members	P/hr	\$350.00
8	Travel to Del Valle Facility	INCLUDED IN ITEM #1	

**ATTACHMENT C**  
**INSURANCE REQUIREMENTS**

Contractor shall have, and shall require all subcontractors providing services under this Contract to have, Standard Insurance meeting the General Requirements as set forth below and sufficient to cover the needs of Contractor and/or Subcontractor pursuant to applicable generally accepted business standards. Depending on services provided by Contractor and/or Subcontractor(s), Supplemental Insurance Requirements or alternate insurance options shall be imposed as follows:

**I. General Requirements Applicable to All Contractors' Insurance.**

The following requirements apply to the Contractor and to Subcontractor(s) performing services or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and subcontractor(s):

A. The minimum types and limits of insurance indicated below shall be maintained throughout the duration of the Contract.

B. Insurance shall be written by companies licensed in the State of Texas with an A.M. Best rating of B+ VIII or higher.

C. Prior to commencing work under this Contract, the required insurance shall be in force as evidenced by a Certificate of Insurance issued by the writing agent or carrier. A copy of the Certificate of Insurance shall be forwarded to County immediately upon execution of this Contract.

D. Certificates of Insurance shall include the endorsements outlined below and shall be submitted to the Travis County Purchasing Agent within ten (10) working days of execution of the contract by both parties or the effective date of the Contract, whichever comes first. The Certificate(s) shall show the Travis County contract number and all endorsements by number.

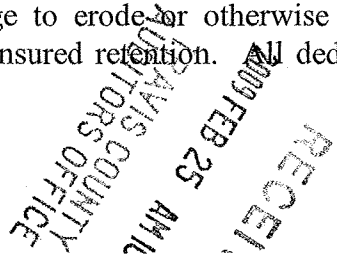
E. Insurance required under this Contract which names Travis County as Additional Insured shall be considered primary for all claims.

F. Insurance limits shown below may be written as Combined Single Limits or structured using primary and excess or umbrella coverage that follows the form of the primary policy.

G. County shall be entitled, upon its request and without expense, to receive certified copies of policies and endorsements.

H. County reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services has been expanded.

I. Contractor shall not allow any insurance to be cancelled or lapse during any term of this Contract. Contractor shall not permit the minimum limits of coverage to erode or otherwise be reduced. Contractor shall be responsible for all premiums, deductibles and self-insured retention. All deductibles and self-insured retention shall be shown on the Certificates of Insurance.



J. Insurance coverage specified in this Contract is not intended and will not be interpreted to limit the responsibility or liability of the Contractor or subcontractor(s).

## II. Specific Requirements

The following requirements (II.A - II.E, inclusive) apply to the Contractor and Subcontractor(s) performing services or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and subcontractor(s):

### A. Workers' Compensation and Employers' Liability Insurance

1. Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act.
2. Employers' Liability limits are:
  - \$500,000 bodily injury each accident
  - \$500,000 bodily injury by disease
  - \$500,000 policy limit
3. Policies under this Section shall apply to State of Texas and include the following endorsements in favor of Travis County and City of Austin:
  - a. Waiver of Subrogation (Form 420304)
  - b. Thirty (30) day Notice of Cancellation (Form 420601)

### B. Commercial General Liability Insurance

1. Minimum limit:
  - \$500,000\* per occurrence for coverage A and B with a
  - \$1,000,000 policy aggregate
2. The Policy shall contain or be endorsed as follows:
  - a. Blanket contractual liability for this Contract
  - b. Independent Contractor Coverage
3. The Policy shall also include the following endorsements in favor of Travis County
4.
  - a. Waiver of Subrogation (Form CG 2404)
  - b. Thirty (30) day Notice of Cancellation (Form CG 0205)
  - c. Travis County named as additional insured (Form CG 2010)

\* **Supplement Insurance Requirement** If child care, or housing arrangements for clients is provided, the required limits shall be:

- \$ 1,000,000 per occurrence with a
- \$ 2,000,000 policy aggregate

C. Business Automobile Liability Insurance†

1. If any form of transportation for clients is provided, coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of \$300,000\* per occurrence
2. Policy shall also include the following endorsements in favor of Travis County
  - a. Waiver of Subrogation (Form TE 2046A)
  - b. Thirty (30) day Notice of Cancellation (Form TE 0202A)
  - c. Travis County named as additional insured (Form TE 9901B)

† **Alternative Insurance Requirement**

If NO transportation services of any type is provided, and use of a motor vehicle is strictly limited to travel to and from work or work sites, evidence of Personal Auto Policy coverage with limits of

\$ 100,000/\$300,000/\$50,000

may be provided in lieu of Business Automobile Liability Insurance

D. Professional Liability/E & O Insurance

1. Coverage shall be provided with a minimum limit of \$1,000,000 per claim /\$3,000,000 aggregate to cover injury to a child while the child is in the care of Contractor or Subcontractor and to cover negligent acts, sexual harassment, errors, or omissions arising out of Professional Services under this Contract.
2. If coverage is written on a claims made policy, the retroactive date shall be prior to the date this Contract is signed and/or effective, whichever comes first. Coverage shall include a three (3) year extended reporting period from the date this Contract expires or is terminated. Certificate of Insurance shall clarify coverage is claims made and shall contain both the retroactive date of coverage and the extended reporting dates.
3. Subcontractor(s) who are not covered under Contractor's professional liability insurance shall provide Contractor with current certificates of insurance annually on the renewal date of their insurance policy.

E. Blanket Crime Policy Insurance

1. If an advance against Contract Funds is requested or received in an amount greater than \$5,000, a Blanket Crime Policy shall be required with limits of the Contract Funds allocated in the Contract or the amount of scheduled advances.
2. If coverage is written on a claims made policy, the retroactive date shall be prior to the date services begin under this Contract or the effective date of this Contract, whichever comes first. Coverage shall include a three- (3) year extended reporting period from the date this Contract expires or is terminated. Certificate of Insurance shall clarify coverage is claims made and shall contain both the retroactive date of coverage and the extended reporting period date.

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AUDITORS OFFICE

**ATTACHMENT D**  
**ETHICS AFFIDAVIT**

STATE OF TEXAS  
COUNTY OF TRAVIS

ETHICS AFFIDAVIT

Date: 2/19/09  
Name of Affiant: HAROLD D. SCOTT, MD  
Title of Affiant: \_\_\_\_\_  
Business Name of Proponent: HAROLD D. SCOTT, MD  
County of Proponent: TRAVIS

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by Proponent to make this affidavit for Proponent.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language.
4. Proponent has received the list of key contracting persons associated with this solicitation which is attached to this affidavit as Exhibit "1".
5. Affiant has personally read Exhibit "1" to this Affidavit.
6. Affiant has no knowledge of any key contracting person on Exhibit "1" with whom Proponent is doing business or has done business during the 365 day period immediately before the date of this affidavit whose name is not disclosed in the solicitation.

*[Handwritten Signature]*

Signature of Affiant

204 COWAN CREEK DRIVE, GEORGETOWN, TX  
Address

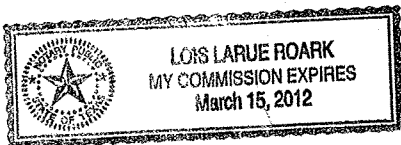
SUBSCRIBED AND SWORN TO before me by HAROLD D. SCOTT, MD on February 19, 2009

*[Handwritten Signature: Lois La Rue Roark]*

Notary Public, State of TEXAS

Typed or printed name of notary

My commission expires: 3-15-2012



**EXHIBIT 1**  
**LIST OF KEY CONTRACTING PERSONS**  
**January 12, 2009**

**CURRENT**

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Name of Business Individual is Associated</u>
County Judge.....	Samuel T. Biscoe	
County Judge (Spouse) .....	Donalyn Thompson-Biscoe....	MHMR
Executive Assistant .....	Cheryl Brown	
Executive Assistant.....	Nicole Grant*	
Executive Assistant.....	Melissa Velásquez	
Executive Assistant.....	Josie Z. Zavala	
Commissioner, Precinct 1.....	Ron Davis	
Commissioner, Precinct 1 (Spouse).....	Annie Davis .....	Seton Hospital
Executive Assistant.....	Chris Fanuel	
Executive Assistant.....	Felicitas Chavez	
Commissioner, Precinct 2 .....	Sarah Eckhardt	
Commissioner, Precinct 2 (Spouse).....	Kurt Sauer .....	Daffer McDonald, LLP
Executive Assistant .....	Loretta Farb	
Executive Assistant .....	Joe Hon*	
Executive Assistant .....	Peter Einhorn	
Commissioner, Precinct 3.....	Karen Huber*	
Executive Assistant.....	Garry Brown*	
Executive Assistant.....	Kelly Darby*	
Commissioner, Precinct 4.....	Margaret Gomez	
Executive Assistant.....	Edith Moreida	
Executive Assistant.....	Norma Guerra	
Special Assistant to Comm. Court.....	Christian Smith*	
County Treasurer.....	Dolores Ortega-Carter	
County Auditor .....	Susan Spataro	
Executive Manager, Administrative .....	Alicia Perez	
Executive Manager, Budget & Planning .	Rodney Rhoades*	
Exec Manager, Emergency Services.....	Danny Hobby	
Exec Manager, Health/Human Services.	Sherri E. Fleming	
Executive Manager, TNR .....	Joseph Gieselman	
Exec Manager, Criminal Justice Planning	Roger Jeffries*	
Travis County Attorney .....	David Escamilla	
First Assistant County Attorney .	Randy Leavitt	
Executive Assistant, Civil Division .....	Jim Collins	
Director, Transactions Division .	John Hille	
Attorney, Transactions Division .	Tamara Armstrong	
Attorney, Transactions Division .	Daniel Bradford*	
Attorney, Transactions Division .	Mary Etta Gerhardt	
Attorney, Transactions Division .	Barbara Wilson	
Attorney, Transactions Division .	Jim Connolly	
Attorney, Transactions Division .	Tenley Aldredge	
Attorney, Transactions Division .	Julie Joe	
Attorney, Transactions Division .	Christopher Gilmore*	
Attorney, Transactions Division .	Stacy Wilson	
Attorney, Transactions Division .	Sarah Churchill*	
Purchasing Agent .....	Cyd Grimes, C.P.M.	
Assistant Purchasing Agent .....	Marvin Brice, CPPB	
Assistant Purchasing Agent.....	Bonnie Floyd, CPPO, CPPB, CTPM	

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**CURRENT - continued**

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Name of Business Individual is Associated</u>
Purchasing Agent Assistant IV ..	Diana Gonzalez	
Purchasing Agent Assistant IV ..	Lee Perry	
Purchasing Agent Assistant IV ..	Jason Walker	
Purchasing Agent Assistant IV ..	Richard Villareal	
Purchasing Agent Assistant IV ..	Oralia Jones, CPPB	
Purchasing Agent Assistant IV ..	Lori Clyde, CPPB	
Purchasing Agent Assistant IV ..	Scott Wilson*	
Purchasing Agent Assistant IV ..	Jorge Talavera, CPPB	
Purchasing Agent Assistant III...	Vania Ramaekers, CPPB	
Purchasing Agent Assistant III...	Michael Long, CPPB	
Purchasing Agent Assistant III...	Rebecca Gardner	
Purchasing Agent Assistant III...	Rosalinda Garcia	
Purchasing Agent Assistant III...	Loren Breland	
Purchasing Agent Assistant II....	Donald E. Rollack	
Purchasing Agent Assistant II....	Nancy Barchus, CPPB	
HUB Coordinator .....	Sylvia Lopez	
HUB Specialist. ....	Betty Chapa	
HUB Specialist. ....	Jerome Guerrero	
Purchasing Business Analyst.....	Scott Worthington	
TNR .....		

**FORMER EMPLOYEES**

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Date of Expiration</u>
Purchasing Agent Assistant IV .....	Vic Chanmugam, C.P.M.....	02/07/09
Executive Assistant.....	Dan Smith .....	02/15/09
Commissioner, Precinct 3.....	Gerald Daugherty .....	12/31/09
Executive Assistant.....	Robert Moore .....	12/31/09
Executive Assistant.....	Martin Zamzow .....	12/31/09

\* - Identifies employees who have been in that position less than a year.



**EXHIBIT 2**  
**DISCLOSURE**

Contractor acknowledges that Contractor is doing business or has done business during the 365 day period immediately prior to the date on which this proposal is due with the following key contracting persons and warrants that these are the only such key contracting persons:

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If no one is listed above, Contractor warrants that Contractor is not doing business and has not done business during the 365-day period immediately prior to the date on which this proposal is due with any key contracting person.

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## ATTACHMENT E

**CONFLICT OF INTEREST QUESTIONNAIRE****FORM CIQ**

For vendor or other person doing business with local governmental entity

**This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

**OFFICE USE ONLY**

Date Received

**1****Name of person who has a business relationship with local governmental entity****2**
☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

**3****Name of local government officer with whom filer has employment or business relationship.**

\_\_\_\_\_  
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes

☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes

☐ No

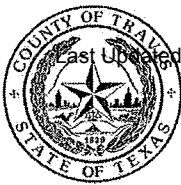
Describe each employment or business relationship with the local government officer named in this section.

**4**

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date

Adopted 06/29/07



Last Updated 3-5-09 at 4:28pm

## 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

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

*Cyd V. Grimes* 3/2/09 JB

**Voting Session: Tuesday, March 10, 2009**

**REQUESTED ACTION:** APPROVE CONTRACT WITH URBAN DESIGN GROUP (UDG) FOR PLANNING PHASE CONSULTING SERVICES FOR THE TRAVIS COUNTY NORTH CAMPUS (AIRPORT BOULEVARD). (FM)

### **Points of Contact:**

**Purchasing:** Jorge Talavera

**Department:** Facilities Management, Roger A. El Khoury, M.S., P.E., Director; Jim Barr, AIA, Sr. Project Manager; Kim Nguyen, Sr. Architectural Associate

**County Attorney (when applicable):** Tenley Aldredge

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

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

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

- **Purchasing Recommendation and Comments:** This procurement action met the compliance requirements as outlined by the statutes.

The Commissioners Court has directed FM to proceed with planning phase activities for the Travis County North Campus at 5335, 5501 and 5555 Airport Boulevard. On December 30, 2008, the Court approved on consent an exemption order for the procurement of planning phase consulting services for the North Campus.

Urban Design Group (UDG) was selected to act as the primary consultant (civil engineer) on the project and will subcontract the various required disciplines (e.g. landscape architect, mechanical, electrical, plumbing engineer and leadership in energy and environmental design consultant) for the planning services. Facilities Management will be the Architect-of-Record and oversee the primary firm's coordination of all services.

UDG has provided a proposal to perform the required services for \$78,235.00. The proposal has been determined to be fair and reasonable. It is requested that the Court approve a contract in the amount of \$78,235.00 to UDG for these planning phase consulting services.

- **Contract Expenditures:** Within the last 12 months \$0.00 has been spent against this contract.

☒ Not applicable

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09 MAR -3 AM 9:20

➤ **Contract-Related Information:**

Award Amount: \$78,235.00 (Not-to-Exceed)  
Contract Type: Professional Services  
Contract Period: 90 Calendar Days from Notice to Proceed

➤ **Solicitation-Related Information:**

Solicitations Sent: NA Responses Received: NA  
HUB Information: NA % HUB Subcontractor: NA

➤ **Special Contract Considerations:**

- ☐ Award has been protested; interested parties have been notified.
- ☐ Award is not to the lowest bidder; interested parties have been notified.
- ☒ Comments: Contracts have been signed by the Consultant and are being routed for internal signatures. They will be provided to the Court upon receipt for approval.

➤ **Funding Information:**

- ☒ Purchase Requisition in H.T.E.: Req. No. 460228
- ☒ Funding Account(s): 001-1405-525-8105
- ☐ Comments:

➤ **Statutory Verification of Funding:**

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



## FACILITIES MANAGEMENT DEPARTMENT

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

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

### MEMORANDUM

**FMD Project:** ABB35-03-09F-1R

**FILE:** 402

**TO:** Cyd V. Grimes, CPM, Purchasing Agent

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

**FROM:** Jim Barr, AIA, Sr. Project Manager

**DATE:** February 11, 2009

**SUBJECT:** Airport Blvd. North Campus Master Plan  
Professional Services Agreement Recommendation

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OFFICE

Facilities Management Department (FMD) recommends approval of a contract with Urban Design Group (UDG) to provide professional services in support of the North Campus Master Plan project at 5335 Airport Blvd. A proposal was received from UDG for \$78,235.00.

The proposal has been reviewed and is fair and reasonable. Funds are in account 001-1405-525-8105 and are encumbered under the requisition number 460228.

In accordance with the procedure to obtain approval of this Professional Services Agreement please post an agenda item to Commissioners Court for February 24, 2009. If you have questions or need further information please contact Jim Barr, AIA, at 854-9190.

### ATTACHMENTS:

1. Proposal from UDG dated February 9, 2009

### COPY TO:

Alicia Perez, Executive Manager, Administrative Operations  
Marvin Brice, CPPB, Assistant Purchasing Agent, TCPO  
Jorge Talavera, Purchasing Agent Assistant IV, TCPO  
John Carr, Administrative Director, FMD  
Amy Draper, CPA, Financial Manager, FMD  
Kim Nguyen, Sr. Architectural Associate, FMD  
Rick Avery, Architectural Associate, FMD

Last Updated 3-5-09 at 4:28pm

Fiscal Year . . . . .	:	2009
Account number . . . . .	:	1-1405-525.81-05
Fund . . . . .	:	001 GENERAL FUND
Department . . . . .	:	14 FACILITIES MANAGEMENT
Division . . . . .	:	05 PROJECT MANAGEMENT SVCS
Basic activity . . . . .	:	52 GENERAL GOVERNMENT
Sub activity . . . . .	:	5 FACILITIES
Element . . . . .	:	81 CAPITAL OUTLAY
Object . . . . .	:	05 BUILDINGS
Budget . . . . .	:	149,226
Encumbered amount . . . . .	:	1,234.74
Pre-encumbered amount . . . . .	:	78,235.00
Expenditures . . . . .	:	9,049.18
Total expenditures . . . . .	:	88,518.92
Balance . . . . .	:	60,707.08

Press Enter to continue.

F3=Exit      F12=Cancel

PURCHASE REQUISITION NBR: 0000460228  
REQUISITION BY: ANGELA DAVIS 854-9084  
STATUS: AUDITOR APPROVAL  
REASON: ROUTINE (CHAIR KING PROJECT)  
DATE: 1/05/09

SHIP TO LOCATION: FACILITIES MANAGEMENT  
SUGGESTED VENDOR: TBD  
DELIVER BY DATE: 1/30/00

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	MASTER PLANNING CONTRACT FOR ENGINEERING SERVICES AT 5335 AIRPORT BLVD. =====	77235.00	DOL	1.0000	77235.00	
	POC: JIM BARR @ 854-9190 OR KIM NGUYEN @ 854-5967					
	COMMODITY: BUILDING CONSTRUCT SVCS SUBCOMMOD: ARCHITECT/ENGINEER SVCS					
2	REIMBURSABLES COMMODITY: BUILDING CONSTRUCT SVCS SUBCOMMOD: A/E REIMBURSABLE EXPENSES	1000.00	DOL	1.0000	1000.00	
REQUISITION TOTAL:					78235.00	

A C C O U N T I N F O R M A T I O N					
LINE #	ACCOUNT	PROJECT	%	AMOUNT	
1	00114055258105	CAPITAL OUTLAY BUILDINGS	100.00	77235.00	
2	00114055258105	CAPITAL OUTLAY BUILDINGS	100.00	1000.00	
				78235.00	

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:  
2/20/9 RETURNED.GMC



3-5-09 at 4:28pm

## 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

12

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

*Cyd V. Grimes 3/3/09*

**Voting Session: Tuesday, March 10, 2009**

**REQUESTED ACTION:** AUTHORIZE THE PURCHASING AGENT TO COMMENCE NEGOTIATIONS WITH THE HIGHEST RANKED FIRM, BROADDUS AND ASSOCIATES, IN REFERENCE TO REQUEST FOR QUALIFICATIONS (RFQ) NO. Q090041-RV, TRAVIS COUNTY CENTRAL CAMPUS STUDY FOR A STRATEGIC NEEDS ANALYSIS AND FACILITIES MASTER PLAN.

### ***Points of Contact:***

**Purchasing:** Richard Villareal

**Department:** Travis County Commissioners Court Special Assistant, Christian Smith

**County Attorney (when applicable):** John Hille, Director, Transactions; Tenley Aldredge, Asst. County Attorney; Gary Martin, Asst. County Attorney

**County Planning and Budget Office:** Rodney Rhoades, Executive Manager; Belinda Powell

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

**Other:** Judge John Dietz, 250<sup>th</sup> Judicial District Civil Court; Judge Bob Perkins, 331<sup>st</sup> Criminal District Court; Judge Eric Shepperd, County Court at Law No. 2; Alicia Perez, Executive Manager; Roger A. El Khoury, M.S., P.E., Director; Leslie Stricklan, AIA; Joe Harlow, Chief Information Officer, ITS

### **➤ Purchasing Recommendation and Comments:**

RFQ No. Q090041-RV closed on January 5, 2009. Eleven responses (Qualification Statements), one of which was disqualified due to non-responsiveness, were received in response to the solicitation.

On February 3, 2009, the Court approved the short list, consisting of HOK (Hellmuth, Obata & Kassabaum), Dallas, TX; Broaddus and Associates, Austin, TX; and PBS&J, Austin, TX.

Oral interviews with these three firms were conducted on February 25, 2009 (Evaluation Committee), February 26, 2009 (Commissioners Court) and February 27, 2009 (Judicial Leadership).

On March 2, 2009, the Evaluation Committee received feedback from the Commissioners Court, Judicial Leadership and the Information and Telecommunications Department. After those discussions, the Evaluation Committee submitted their individual scores to Purchasing for compilation.



As a result of the scoring, Broaddus and Associates has been determined to be the highest ranked firm with a score of 870 points, with HOK receiving 777 points and PBS&J receiving 760 points (score sheet attached).

Therefore, it is the recommendation of the Evaluation Committee that authorization be granted to negotiate a contract, at a fair and reasonable price, with Broaddus.

➤ **Solicitation-Related Information:**

Solicitations Sent: N/A

Responses Received: N/A

HUB Information: Not Applicable

% HUB Subcontractor: N/A

➤ **Special Contract Considerations:**

- ☐ Award has been protested; interested parties have been notified.
- ☐ Award is not to the lowest bidder; interested parties have been notified.
- ☐ Comments:

➤ **Funding Information:**

- ☐ Purchase Requisition in H.T.E.:
- ☐ Funding Account(s):
- ☐ Comments:

➤ **Statutory Verification of Funding:**

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

REQUIRED ACTION

Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

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

\_\_\_\_\_  
Date



## Special Assistant to the Commissioners Court

---

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

March 3, 2009

**To: Members of the Commissioners Court  
Cyndy Grimes, Purchasing Agent**

**Re: Recommendation to Begin Negotiations with Consultant for the Downtown  
Master Plan Study**

**Dear Colleagues:**

The Evaluation Committee for the Downtown Master Plan project recommends that the Purchasing Agent ask the Commissioners Court to instruct us to begin negotiations with the firm of Broaddus and Associates as the consultant for this study. This team rose to the top of what was an outstanding field of finalists.

### **Background and Process**

The top three consultants had three separate interviews last week. The first was with the Commissioners Court and each team had an hour to discuss their approach with the Court and field questions. Each consultant then interviewed with the Evaluation Team for 2.5 hours apiece, again discussing their approach and having more time for questions and answers. They then had a third set of interviews with the judiciary, led by Judge John K. Dietz.

On Monday, March 2, the Evaluation Team received input from the judiciary, members of the Commissioners Court, and the leadership of the Information and Telecommunications Department. Once the Evaluation Team discussed this input, they shared their own perspectives with one another. Team members then submitted their individual scores to Purchasing for compilation.

### **Results**

While the other two teams were extraordinarily strong, and were among the "Best of the Best", Broaddus and Associates had the highest composite scores from the Evaluation Team. We therefore recommend that we start detailed negotiations with them under the supervision of the Purchasing Agent for a contract to begin the considerable work at hand.

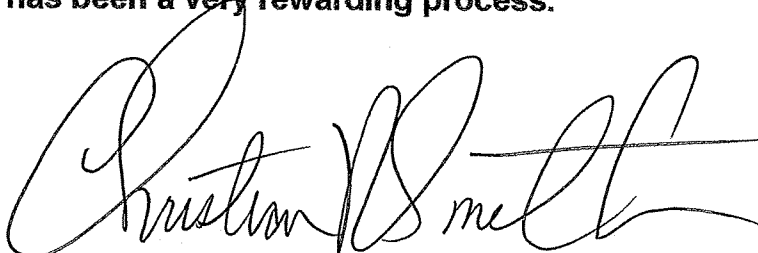
### **Next Steps**

Should the Commissioners Court approve this recommendation, we will proceed immediately into contract negotiations. I do not believe that these negotiations

will be complex, since this firm has already reviewed the draft Professional Services Agreement as part of our RFQ, and we have previously had a contractual relationship with them. We would like to begin contract negotiations immediately, and proceed with all due haste. However, much depends upon the speed with which the legal advisors from Broaddus and the County can resolve any issues. Our current schedule calls for contract negotiations to be completed by April 21 and to have the court approve a contract by April 28.

**Kudos**

I would like to take this opportunity to offer my deepest thanks and considerable appreciation to all who have participated in this important project - from the judiciary who have shown patience and wisdom over the years, to the Commissioners Court who have shown leadership in the face of various challenges, to the Evaluation Team members who have dedicated a considerable amount of time and expertise to this process, to the support staff from Purchasing and other offices who have been here when needed, and other interested officials who have provided excellent perspective to what will inevitably be a very worthwhile project for Travis County. I also wish to thank the extraordinarily competent and experienced consulting teams for all of the care and thought placed into developing their proposals, the impressive array of their credentials, and the amount of time they spent with us during the interviews. It has been a very rewarding process.

A handwritten signature in black ink, appearing to read "Christian R. Smith". The signature is fluid and cursive, with a large initial "C" and "S".

**Christian R. Smith**

**Special Assistant to the Commissioner Court**

**cc: Evaluation Team  
Judge Bob Perkins  
Budget  
Marvin Brice**

**Executive Managers  
Judge Eric Shepperd  
Tenley Aldredge  
Richard Villareal**

**Judge John Dietz  
Susan Spataro  
John Hille**

EVALUATION CRITERIA MATRIX (INTERVIEWS)  
RFQ NO. Q0900041-FV, TRAVIS COUNTY CENTRAL CAMPUS STUDY FOR A NEEDS ANALYSIS FACILITIES MASTER PLAN

HOK													
Criteria													
1.0 Overall Project Management	WF	RS	TS	A		B		C		D		T	
	12	4	48		3	36	8	96	9	108	72		
2.0 Project Approach	12	7	84		4	48	10	120	9	108	0		
3.0 Urban Planning, Urban Design, Master Planning	9	2	18		4	36	10	90	10	90	0		
4.0 Operational Planning & Programming for Court Systems	9	9	81		8	72	10	90	10	90	58.5		
5.0 Operational Planning & Programming for General Government	8	9	72		8	64	10	80	10	80	83.25		
6.0 Facilities Planning for Court Systems	9	6	54		8	72	10	90	10	90	74		
7.0 Facilities Planning for General Government Offices	8	6	48		8	64	10	80	9	72	0		
8.0 Data Center and Network Planning	9	7	63		5	45	9	81	9	81	76.5		
9.0 Data Center and Network Design and Implementation	8	7	56		2	16	9	72	9	72	0		
10.0 Historical Expertise	5	7	35		9	45	10	50	10	50	54		
11.0 Architectural Design	5	8	40		7	35	10	50	9	45	45		
12.0 Project Schedule	4	9	36		7	28	10	40	9	36	42.5		
13.0 Overall Presentation	2	5	10		1	2	10	20	9	18	35		
TOTAL SCORE			645			563		959		940	12.5		
											777		

Broadus													
Criteria													
1. 0 Overall Project Management		WF	A		B		C		D		T		
			RS	TS	RS	TS	RS	TS	RS	TS	AVG		
12		12	9	108	9	108	10	120	8	96	108		
				0		0		0		0	0		
2.0 Project Approach		12	10	120	9	108	9	108	8	96	108		
				0		0		0		0	0		
3.0 Urban Planning, Urban Design, Master Planning		9	10	90	8	72	7	63	8	72	74.25		
				0		0		0		0	0		
4.0 Operational Planning & Programming for Court Systems		9	10	90	9	81	9	81	9	81	83.25		
				0		0		0		0	0		
5.0 Operational Planning & Programming for General Government		8	9	72	8	64	9	72	8	64	68		
				0		0		0		0	0		
6.0 Facilities Planning for Court Systems		9	10	90	9	81	9	81	9	81	83.25		
				0		0		0		0	0		
7.0 Facilities Planning for General Government Offices		8	10	80	9	72	9	72	8	64	72		
				0		0		0		0	0		
8.0 Data Center and Network Planning		9	9	81	9	81	7	63	9	81	76.5		
				0		0		0		0	0		
9.0 Data Center and Network Design and Implementation		8	9	72	9	72	7	56	9	72	68		
				0		0		0		0	0		
10.0 Historical Expertise		5	8	40	9	45	7	35	9	45	41.25		
				0		0		0		0	0		
11.0 Architectural Design		5	8	40	7	35	7	35	8	40	37.5		
				0		0		0		0	0		
12.0 Project Schedule		4	9	36	7	28	9	36	8	32	33		
				0		0		0		0	0		
13.0 Overall Presentation		2	9	18	8	16	9	18	8	16	17		
TOTAL SCORE				937		863		840		840	870		

PBS & J										
Criteria										
1.0 Overall Project Management										
WF	A		B		C		D		T	
	RS	TS	RS	TS	RS	TS	RS	TS	AVG	
12	5	60	8	96	9	108	3	96	90	
2.0 Project Approach										
12	6	72	9	108	7	84	8	96	90	
3.0 Urban Planning, Urban Design, Master Planning										
9	7	63	8	72	9	81	8	72	72	
4.0 Operational Planning & Programming for Court Systems										
9	6	54	8	72	7	63	9	81	67.5	
5.0 Operational Planning & Programming for General Government										
8	6	48	8	64	7	56	8	64	58	
6.0 Facilities Planning for Court Systems										
9	5	45	6	54	7	63	8	72	58.5	
7.0 Facilities Planning for General Government Offices										
8	6	48	6	48	7	56	8	64	54	
8.0 Data Center and Network Planning										
9	7	63	9	81	10	90	9	81	78.75	
9.0 Data Center and Network Design and Implementation										
8	7	56	9	72	10	80	9	72	70	
10.0 Historical Expertise										
5	7	35	7	35	9	45	8	40	38.75	
11.0 Architectural Design										
5	7	35	6	30	9	45	8	40	37.5	
12.0 Project Schedule										
4	7	28	8	32	7	28	8	32	30	
13.0 Overall Presentation										
2	7	14	8	16	7	14	7	14	14.5	
TOTAL SCORE		621		760		813		824	760	
HOK										
Broadbus										
PBS & J										
1										
2										
3										
777										
870										
760										

# 13

Travis County Commissioners Court Agenda Request

Voting Session: 3/10/09  
(Date)

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

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

B. Requested Text: **Consider and take appropriate action on the approval of acceptance of dedication of street and drainage facilities for Briarcreek Section 5, a subdivision in Precinct 1.**

C. Approved by: \_\_\_\_\_  
Commissioner Precinct 1, Ron Davis

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:

Donald W. Ward - 854-9383

Anna Bowlin - 854-9383

Richard Duane - 854-9383

Scott Lambert - 854-9383

David Greear - 854-9383

Jamie Mancillas - 854-9383

Roy Wright - 854-9454

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.)

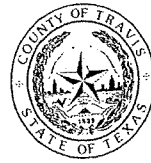
Purchasing Office (473-9700)

\_\_\_\_ 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

---

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

### MEMORANDUM

DATE: February 27, 2009

TO: Members of the Commissioners' Court

THROUGH: *Carl B. Gieselman*  
Joseph P. Gieselman, TNR Executive Manager

FROM: *DW*  
Don Ward, P.E., Division Director, Road Maintenance, Bridge and Fleet

SUBJECT: Consider and take appropriate action on the approval of acceptance of dedication of street and drainage facilities for Briarcreek Section 5, a subdivision in Precinct 1.

#### **A. Summary and TNR Staff Recommendation: Street Acceptance**

This subdivision was recorded in the Official Public Records of Travis County on May 9, 2006. The streets have been inspected for conformance with approved plans and specifications as listed. There are no items on the punch list to be corrected.

The stop signs will be approved under Chapter 251 of the Texas Transportation Code. The bond, that was posted with the City of Austin, will be reduced and held until the end of the one-year Performance Period, if the subdivision is in a condition substantially equal to that at the beginning of the performance Period.

Blake Manor Road, which is maintained by Travis County, is the access for this subdivision. This action will add 1.31 miles to the Travis County road system. TNR staff recommends approval of the proposed motion.

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

There are no budgetary impacts. The fiscal posted will be reduced to 10% of the construction costs plus any un-constructed residential sidewalks.

#### **Exhibits:**

List of streets  
Sidewalk approvals  
Attached map

DV:DW:dv

1105 Briarcreek Sec 5

## ACCEPTANCE OF DEDICATION OF STREETS AND DRAINAGE

SUBDIVISION  
Mapsco No.560J-K

Briarcreek Section 5

Pct.# 1  
Atlas No. K-11

RECORDED AT DOC#200600134 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY 5/9/06

SUBDIVISION CONTAINS 5 STREETS AS LISTED BELOW:

#	STREET NAME	FROM - TO	L.F.	MILES	ROW	TYPE OF WIDTH OF CURB & PVMNT GUTTER		
						PVMNT	PVMNT	GUTTER
1	Golden Valley Drive	SW cor Lot 16 Blk F to SE cor Lot 15 Blk M	1774	0.34	60'	HMAC	40'F-F	Yes
2	Belfry Pass	S cor Lot 1 Blk M to SE cor Lot 112 Blk F	1418	0.27	50'	HMAC	30'F-F	Yes
3	Belfry Pass	SW cor Lot 16 Blk J to Great Falls Drive	341	0.06	50'	HMAC	30'F-F	Yes
4	Great Falls Drive	W cor Lot 12 Blk D to NW cor Lot 126 Blk E	2325	0.44	50'	HMAC	30'F-F	Yes
5	Little Sky Drive	S cor Lot 162 Blk E to end of cul-de-sac	461	0.09	50'	HMAC	30'F-F	Yes
6	Big Sky Drive	Great Falls Drive to end of cul-de-sac	583	0.11	50'	HMAC	30'F-F	Yes
7								
8				6902				
9								
10								

THE TOTAL NUMBER OF LOTS IN THIS SUBDIVISION - 172

N/A ADDITIONAL LOTS SOLD FOR DEVELOPMENT

CONSTRUCTION OF STREETS AND DRAINAGE EXCEEDS MINIMUM COUNTY STANDARD FOR STREETS NUMBERED 1-5

IT IS RECOMMENDED THAT MAINTENANCE OF STREETS NUMBERED 1-5 TOTALING 1.31 MILES BE ACCEPTED BY THE TRAVIS COUNTY COMMISSIONERS' COURT, IN PRECINCT 1.

10-Mar-09

DATE

DP = DOUBLE PENETRATION  
 HMAC = HOT MIX ASPHALT  
 C = CONCRETE  
 UPP = UNPAVED, PIT RUN  
 UPS = UNPAVED, SELECT

A handwritten signature in black ink, appearing to read "Donald W. Ward".

Donald W. Ward, P. E.

Division Director, Road, Bridge, and Fleet  
 TRANSPORTATION AND ENGINEERING SERVICES

APPROVED BY COMMISSIONERS' COURT DATE





## ADA Assistance

107 Meadow Woods, Kyle TX 78640 (512) 787-3687 Fax (512) 268-5964  
Email: [robert@adaassistance.com](mailto:robert@adaassistance.com) Internet: [www.adaassistance.com](http://www.adaassistance.com)

**DATE:** April 4, 2007

**TO:** Brian Holubec  
DR Horton  
12554 Riata Vista Circle 2<sup>nd</sup> Flr  
Austin, Texas 78727  
[bmholubec@drhorton.com](mailto:bmholubec@drhorton.com)

**FROM:** Robert Ronson, RAS

**PROJECT:** Briarcreek Sec 5  
Manor TX 78653

**Inspection performed:** 3/29/2007

**SUBJECT: INSPECTION - APPROVED**

We are pleased to inform you that the referenced facility has been inspected and found to be in substantial compliance with the provisions of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, therefore, this project is approved.

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



**TRANSPORTATION AND NATURAL RESOURCES**

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street

Executive Office Building

P.O. Box 1748

Austin, Texas 78767

tel 512-854-9383

fax 512-854-4649

**APPROVAL OF CONSTRUCTION**

DATE: 02/25/09

DEVELOPER:

Edward R. Rathgeber

Bell/Nash Rathgeber Joint Venture

2711 Hillview Green Lane

Austin, TX 78703

ENGINEER:

Hanrahan-Pritchard Engineers, Inc.

Attn: Larry Hanrahan

8333 Cross Park Drive

Austin, TX 78754

SUBJECT: Briarcreek Section 5

Effective this date, street and drainage construction within this project appears to be in conformance with the approved Construction Documents. This construction has entered into a one (1) year Performance Period. Prior to the end of this Period, Travis County will inspect the streets and/or drainage construction to determine if the subdivision appears to be in a condition substantially equal to that at the beginning of the Performance Period. If not, the developer/ owner shall take corrective actions, which are acceptable to the County.

The Developer is required to maintain Performance Period fiscal of 10% of the actual street and drainage cost, until the end of the Performance Period, plus 100% of the un-constructed residential sidewalks until all of the sidewalks are constructed and have a positive inspection by a Registered Accessibility Specialist.

BY:

A handwritten signature in black ink, appearing to read "Lucious Henderson", written over a horizontal line.

02/25/09

TNR Construction Inspector – Lucious Henderson

A handwritten signature in black ink, appearing to read "Darla Vasterling", written over a horizontal line.

TNR Engineering Specialist – Darla Vasterling

A handwritten signature in black ink, appearing to read "Donald W. Ward", written over a horizontal line.

TNR Division Director, Road and Bridge – Donald W. Ward

1102 Fiscal File

1105 Subdivision File

Last Updated 3-5-09 at 4:28pm

BRIARCREEK SUBDIVISION  
SECTION TWO  
DOC. NO 200200177  
O.P.R.T.C.T.

BRIARCREEK SUBDIVISION  
SECTION ONE  
DOC. NO 200100183  
O.P.R.T.C.T.

BRIARCREEK SUBDIVISION  
SECTION FOUR  
DOC. NO 200400239  
O.P.R.T.C.T.

BRIARCREEK SUBDIVISION  
SECTION TWO  
DOC. NO 200200177  
O.P.R.T.C.T.

11.847 ACRES  
LOT 125, BLOCK F  
COMMON AREA/DRAINAGE EASEMENT

BRIARCREEK SUBDIVISION  
SECTION FOUR  
DOC. NO 200400239  
O.P.R.T.C.T.

BRIARCREEK SUBDIVISION  
SECTION FIVE  
DOC. NO 200600134  
O.P.R.T.C.T.

BRIARCREEK SUBDIVISION  
SECTION FIVE  
DOC. NO 200600134  
O.P.R.T.C.T.

210.973 AC  
LOT 78, BLOCK F  
COMMON AREA/D.E./& P.U.E.

BRIARCREEK SUBDIVISION  
SECTION FIVE  
DOC. NO 200600134  
O.P.R.T.C.T.

14.198 AC  
LOT 22, BLOCK J  
COMMON AREA/D.E./& P.U.E.

3.832 AC  
LOT 5, BLOCK O  
COMMON AREA/D.E./& P.U.E.

0.123 ACRES  
DRAINAGE EASEMENT  
BOLLASH-BATHURST

192.189 ACRES  
NHC MOORE LANE, LTD. A  
TEXAS LIMITED PARTNERSHIP  
DOC. NO. 200100781  
O.P.R.T.C.T.

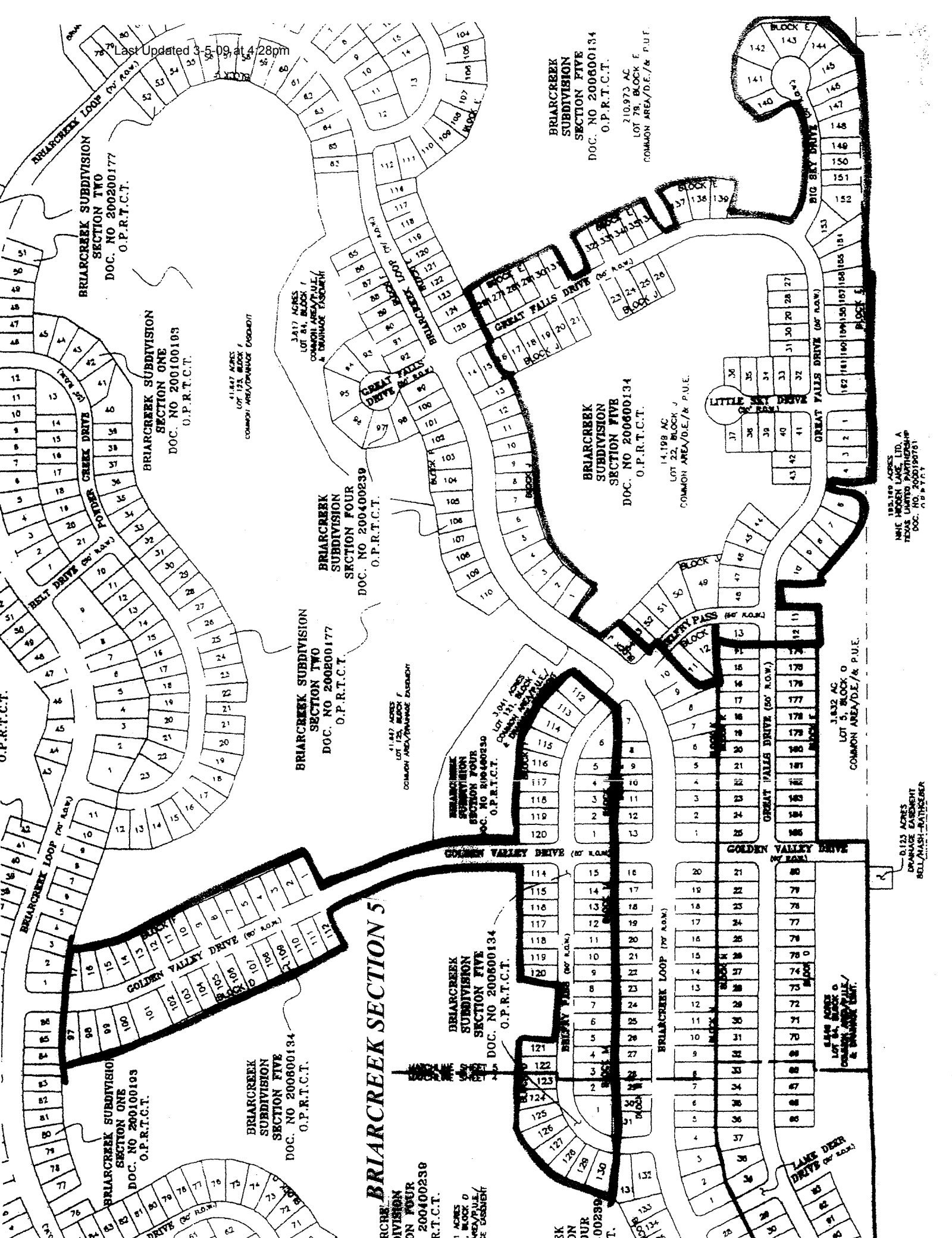
# BRIARCREEK SECTION 5

BRIARCREEK SUBDIVISION  
SECTION FOUR  
DOC. NO 200400239  
O.P.R.T.C.T.

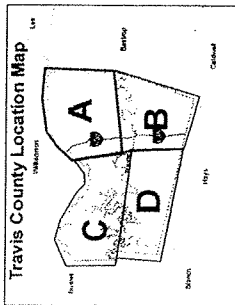
1 ACRES  
BLOCK D  
COMMON AREA/D.E./& P.U.E.  
DRAINAGE EASEMENT

BRIARCREEK SUBDIVISION  
SECTION FIVE  
DOC. NO 200600134  
O.P.R.T.C.T.

1.546 ACRES  
LOT 44, BLOCK O  
COMMON AREA/D.E./& P.U.E.

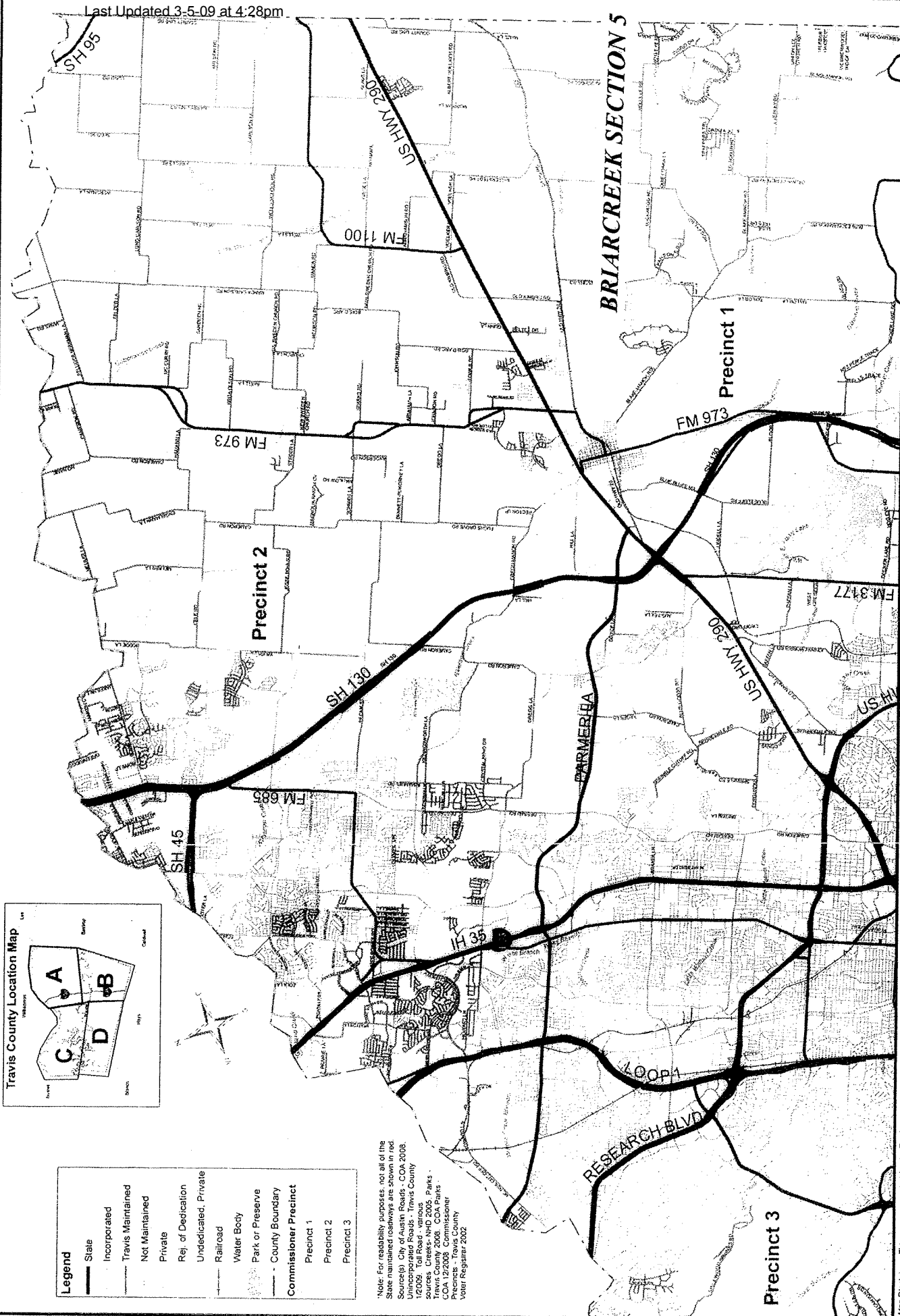


Last Updated 3-5-09 at 4:28pm



Legend	
State	—
Incorporated	—
Travis Maintained	—
Not Maintained	—
Private	—
Rel. of Dedication	—
Undedicated, Private	—
Railroad	—
Water Body	—
Park or Preserve	—
County Boundary	—
Commissioner Precinct	—
Precinct 1	—
Precinct 2	—
Precinct 3	—

\*Note: For readability purposes, not all of the State maintained roadways are shown in red.  
 Sources: City of Austin Roads - COA 2008  
 Unincorporated Roads - Travis County  
 Sources: Google Earth, 2005  
 Precincts - Travis County  
 Voter Registrar 2002



# Travis County Roadways, Map A

Map Prepared by Travis County  
 County Engineer's Office  
 Date: 1/2/09  
<http://www.co.travis.tx.us/maps>

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" and is not intended to be used for any other purpose. For more information, contact the Travis County GIS Coordinator at (512) 854-9385.

Travis County Commissioners Court Agenda Request

Voting Session 03-10-09  
(Date)

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

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

B. Requested Text:

**Consider and take appropriate action on a Preliminary Plan in Precinct Three: Creeks Edge Preliminary Plan (33 Lots – 58.74 acres – Hamilton Pool Rd. at Caudill Ln. – Water to be provided by LCRA, wastewater provided by on-site sewage disposal– City of Austin ETJ).**

C. Approved by:

Karen Huber  
Commissioner Karen Huber, Precinct Three

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

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

Anna Bowlin: 854-7561

Don Perryman: 974-2786

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

\_\_\_\_ Additional funding for any department or for any purpose

\_\_\_\_ Transfer of existing funds within or between any line item budget

\_\_\_\_ Grant

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

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

County Attorney's Office (854-9415)

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

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



## TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

---

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

### MEMORANDUM

February 26, 2009

TO: Members of the Commissioners' Court

THROUGH: *Carol B. Gieselman*  
Joseph P. Gieselman, Executive Manager

FROM: Ana Bowlin, Division Director, Development Services Division

SUBJECT: Creeks Edge Preliminary Plan

#### **PROPOSED MOTION:**

- A. Consider and take appropriate action on a Subdivision Preliminary Plan in Precinct Three: Creeks Edge Preliminary Plan (33 Lots – 58.74 acres – Hamilton Pool Rd. at Caudill Ln.– Water service to be provided by the LCRA, wastewater service to be provided by on-site sewage disposal– City of Austin ETJ).**

#### **SUMMARY AND STAFF RECOMMENDATION:**

This subdivision consists of lots 33 total lots, (31) single-family, (2) greenbelt/drainage lots. There are 1,250 linear feet of proposed public streets associated with the plat which will extend the existing Caudill Lane into the subdivision where it will terminate with a cul-de-sac. Parkland dedication must be satisfied at time of final plat in conformance with title 30.

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

#### **ISSUES:**

No residents have contacted staff concerning this request and no one spoke at the Public Hearing held by the Zoning and Platting Commission where the plan was approved without discussion on February 10, 2009.

#### **BUDGETARY AND FISCAL IMPACT:**

None.

#### **REQUIRED AUTHORIZATIONS:**

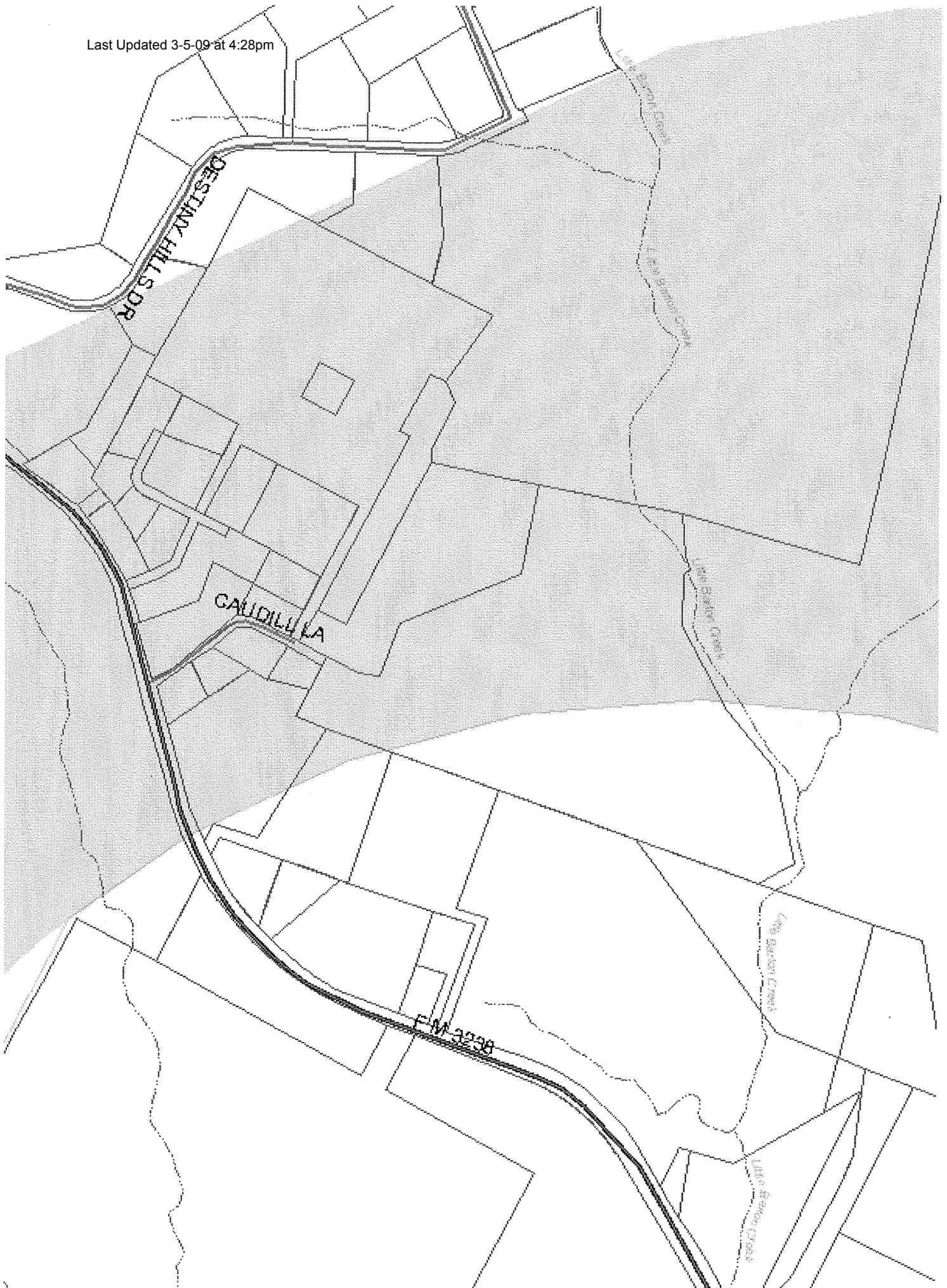
None.

***EXHIBITS:***

Location map, Proposed plan

AMB: dp

1105







**BUDGET AMENDMENTS AND TRANSFERS****FY 2009**

09 MAR -3 PM 2: 59

3/10/2009**TRANSFERS**

BA#	FUND	DEPT/DIV	ACT	ELM/ OBI	Dept.	Line Item	Increase	Decrease	Pg #
T1	001	1101	522	0701	HRMD	Reg Salaries-Pemnt Empl		\$ 15,000	1
	001	1120	522	4007	HRMD	Consulting	\$ 15,000		



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

---

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

**MEMORANDUM**

**TO:** Commissioners Court

**FROM:** Travis R. Gatlin, Sr. Planning and Budget Analyst *Travis R. Gatlin*

**DATE:** February 25, 2009

**RE:** HRMD Request to Use Temporary Salary Savings to Internally Fund Consulting Services for Compensation Committee

The Human Resources Management Department (HRMD) has requested to use \$15,000 of internal temporary salary savings from a vacant compensation position for consulting services to assist the Compensation Committee. Please see attached email from HRMD and proposed scope of work for the consultants for additional details. The department has committed to keeping the position open as long as needed to meet their budgeted salary savings.

PBO recommends approval of the requested internal budget transfer.

**cc:** Alicia Perez, Administrative Operations  
Linda Moore Smith, HRMD  
Norman McRee, HRMD  
Rodney Rhoades, Planning and Budget Office  
Leroy Nellis, Planning and Budget Office

Last Updated 3-5-09 at 4:28pm

**From:** Norman McRee  
**To:** Travis Gatlin  
**CC:** Linda Moore Smith; Thelma Riley  
**Date:** 2/25/2009 1:28 PM  
**Subject:** Transfer from Salary Savings to Consulting for Evergreen Contract Mod

Hi Travis,

On February 3, 2009, the Commissioners Court authorized the creation of an Ad Hoc Compensation Committee, and directed HR to pursue modifying our contract with Evergreen Solutions, LLC, to include Committee related work.

HR has been working with Purchasing to modify the contract. A requisition in the amount of \$15,000 has been created for the modification and now a budget transfer needs to be processed to cover the cost.

I have processed budget adjustment # 15070 to transfer the amount from available salary savings in HR's Admin. division to the Compensation division consulting account.

Please let me know when this can be scheduled for Court approval.

Thank you for all your help!

Norman McRee  
Travis County HRMD  
HR Financial Analyst, Lead  
phone: (512) 854-4821  
fax: (512) 854-3128  
norman.mcree@co.travis.tx.us

**Contract No. PS080190RE – Modification 3 - Evergreen Solutions LLC****SCOPE OF WORK AND TIMETABLE**

<b>DURATION</b>	<b>\$1,500 PER MEETING</b>	<b>SCOPE OF WORK</b>
1-day	1	Convene Committee, Establish Procedural Rules, Narrow scope of issues
End of February		Evergreen releases findings on Classified Pay Scale
1-day	2	Committee addresses Evergreen findings and resolves any Pay Scale issues. Provides competitive Classified Pay Scale for FY 09 Market Study
Mid-03/09		Evergreen presents research on issues from Meeting 1. This serves as a primer for rest of discussions
1-day	3	Focus on Compensation Philosophy – “Big Picture” meeting
1-day	4	Focus on Market Studies (3 year cycle vs. 1 year cycle, nature of implementation)
After 03/30 Meeting 4		Committee Issues Progress Report
1-day	5	Focus on COLAs and Pay for Performance (addresses progression through the range issues)
1-day	6	Focus on implementation and funding issues. Draft recommendations for FY 2010
After 04/29 Meeting 6		Committee reports out recommendations that impact FY 2010. Evergreen drafts position paper on recommendations
1-day	7	Committee Recommendations and Evergreen response to Commissioner Court
1-day	8	Reconvene committee to draft policy statements for Commissioner Court adoption
1-day	9	Carryover of June 3, 2009 draft policy statements
1-day	10	Final meeting prior to submission of policy changes
<b>TOTAL</b>	<b>\$15,000</b>	<b>Ten 1-day Meetings @ \$1,500 Each</b>

## Budget Adjustment: 15070

Fyr \_ Budget Type: 2009-Reg

Author: 11 - MCREE, NORMAN

Created: 2/25/2009 1:10:27 PM

PBO Category: Transfer

Court Date: Tuesday, Mar 10 2009

Dept: HUMAN RESOURCE MANAGEMENT

Just: Other

Transfer from available salary savings in the Admin. division to the Compensation division consulting account for modification of the Evergreen contract related to creation of the Ad Hoc Compensation Committee.

From Account	Acct Desc	Project	Proj Desc	Amount
001-1101-522-0701	REG SALARIES-PERMNT EMPL			15,000
				15,000
To Account		Project		Amount
001-1120-522-4007	CONSULTING			15,000
				15,000

Approvals	Dept	Approved By
Originator	11	NORMAN MCREE
DepOffice	11	NORMAN MCREE

Date Approved
2/25/2009 1:27:32 PM
2/25/2009 1:27:36 PM



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

Last Updated: 3/5/09 at 4:28pm

Amount	Dept Transferred Into	Date	Explanation
\$6,632,457			Beginning Balance
(\$71,830)	Criminal Courts	10/28/08	Permission to continue-Drug Court Program
(\$4,356)	Cons. Pct. 2	11/4/08	3rd Amendment-Village of the Hills Interlocal for Law Enforcement Services
(\$4,620)	Records Management	11/4/08	Budget Line Item Correction
(\$25,000)	TNR	11/18/08	Envision Central Texas
(\$4,821)	TNR	11/25/08	Traffic Citations
(\$59,553)	General Administration	12/2/08	Intergovernmental Relations Coordinator
(\$20,000)	TNR	12/12/08	Legal Costs
(\$226,436)	HHS	12/16/08	Health Public Interlocal with City of Austin
(\$19,593)	CSCD	2/10/09	After-hours Security Services
(\$1,328,530)	TNR	2/24/09	Vehicles Purchase
<b>\$4,867,718</b>	<b>Current Balance</b>		

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

Amount	Explanation
(\$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
(\$2,650)	Intergovernmental Relations support
(\$300,000)	Indigent Attn Costs: Capital Murder Cases
(\$184,778)	Drug Court
(\$29,302)	Bilingual Supplemental Pay
(\$100,000)	General Fund Subsidy
(\$700,000)	Reserve for Economic Downturn
(\$230,000)	Reserve for Cost Increases
<b>(\$3,236,365)</b>	<b>Total Possible Future Expenses (Earmarks)</b>

**\$1,631,353 Remaining Allocated Reserve Balance After Possible Future Expenditures**

**Capital Acquisition Resources Account Reserve Status (001-9800-981-9891)**

Last Updated 3-5-09 at 4:28pm

Amount	Dept Transferred Into	Date	Explanation
\$2,865,553			Beginning Balance
\$67,125	Criminal Courts	10/27/08	Return CAR Funding for CCC#8 - Sound System was funded mid-year FY08
\$4,620	ITS Centralized Comp.Serv	11/4/08	Budget Line Item Correction
(\$28,000)	Facilities	11/18/08	Rebudgeting correction HMS Courthouse HVAC Phase 4 Project
(\$500,000)	Sheriff	2/24/09	Software Purchase
(\$68,000)	Facilities	2/24/09	Repair Chiller at CJC/Gault Bldg.

**\$2,341,298 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

**(\$125,500) Total Possible Future Expenses (Earmarks)****\$2,215,798 Remaining CAR Balance After Possible Future Expenditures**



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

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

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

Amount	Dept Transferred Into	Date	Explanation
\$400,000 (\$215,000)	HHS	11/25/08	Beginning Balance Workforce Development RFS
<b>\$185,000 Current Reserve Balance</b>			

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

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

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

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

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

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

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

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

**BEFIT Auditor Reserve Status (001-9800-982-9902)**

Amount	Dept Transferred Into	Date	Explanation
\$621,663			Beginning Balance
(\$1,410)	Auditor	12/17/08	Training Expenses
(\$14,500)	Auditor	12/17/08	Furniture and Training
(\$5,970)	Auditor	1/12/09	Furniture and Printer
(\$4,968)	Auditor	1/12/09	Printer Maintenance & Supplies
(\$6,135)	Auditor	1/27/09	Equip/Supplies for Implementatin
(\$407)	Auditor	1/27/09	Equip/Supplies for Implementatin
(\$275)	Auditor	2/5/09	Equip/Supplies for Implementatin
(\$1,549)	Auditor	2/13/09	Supply Expense
(\$2,522)	Auditor	2/13/09	Supply & Printer Stand
<b>\$583,927 Current Reserve Balance</b>			

**BEFIT HRMD Reserve Status (001-9800-982-9903)**

Amount	Dept Transferred Into	Date	Explanation
\$82,420			Beginning Balance
<b>\$82,420 Current Reserve Balance</b>			

**BEFIT ITS Reserve Status (001-9800-982-9904)**

Amount	Dept Transferred Into	Date	Explanation
\$81,095			Beginning Balance
(\$63,124)	ITS	2/19/09	Security Analyst FTE
<b>\$17,971 Current Reserve Balance</b>			

**BEFIT Purchasing Reserve Status (001-9800-982-9905)**

Amount	Dept Transferred Into	Date	Explanation
\$214,822			Beginning Balance
(\$56,250)	Purchasing	2/5/09	BEFIT Consultant
(\$4,596)	Purchasing	2/26/09	Furniture Purchase
<b>\$153,976 Current Reserve Balance</b>			

**TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST**

Please consider the following item for:

03-10-09

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) New grant application with the U.S. Department of Justice—Bureau of Justice Assistance to begin the Justice and Mental Health Collaboration program, an enhancement to the Mental Health Public Defender Office.
- b) New grant application with the Bureau of Justice Assistance for the Juvenile Probation Department to enhance their Collaborative Opportunities for Positive Experiences (COPE) mental health court.

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

3/10/2009

# 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	FTEs	Notes	Page #
<b><i>Applications</i></b>							
<b><i>a</i></b>	55 BJA Justice and Mental Health Collaboration Program	10/1/2009 - 9/30/2011	\$200,000	\$50,000	2	<sup>1</sup>	8
<b><i>b</i></b>	45 FY 10 BJA Mental Health Court Collaboration-COPE (Collaborative Opportunities for Positive Change)	10/1/2009 - 09/30/2011	\$200,000	\$50,000	2	<sup>1</sup>	30

***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.*

		Grant	County	Cm. Ct. Approval	
Dept	Name of Grant	Amount	Match	FTEs	Date
58	AmeriCorp	\$301,429	\$281,599	20	10/14/2008
49	Flood Mitigation Assistance Planning Grant	\$30,000	\$10,000		11/7/2008
37	Sheriff's Combined Auto Theft Task Force	\$145,928			11/18/2008
47	Emergency Management Performance Grant	\$60,215	\$60,215		12/16/2008
45	Young Offender Planning Grant	\$300,000		3	12/16/2008
19	Family Violence Accelerated Prosecution	\$98,842	\$53,223	1.39	1/6/2009
58	2009 Phase 27 Emergency Food and Shelter	\$143,272			2/10/2009
45	Parent Project	\$31,110			2/24/2009
45	JABG (Local) Juvenile Assessment Center	\$87,047	\$9,672	1.5	2/24/2009
45	Safe and Drug Free Schools CBT Re-Entry	\$14,386			2/24/2009
45	JJDP Front End Therapeutic Services Program	\$35,000			3/3/2009
		\$1,247,229	\$414,709	25.89	

## 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*

Dept	Name of Grant	Grant Amount	County Match	Local Funds (Donation)	FTEs	Cm. Ct. Approval Date
47	Emergency Management Performance Grant	\$67,200	\$67,200			10/7/2008
58	AmeriCorps	\$288,139.00	\$223,358		16	10/28/2008
45	Juvenile Justice and Delinquency Prevention (JJDP)- Intensive In-Home Family Services Grant	\$24,864.00	\$223,358			11/4/2008
58	Parenting in Recovery	\$500,000	\$91,203		1	11/4/2008
40	OVW FY08 Safe Havens: Supervised Visitation and Safe Exchange Grant Program	\$199,320				11/4/2008
37	Internal Affairs Software Upgrade	\$50,000				11/7/2008
37	Office of Community Oriented Policing Program	\$350,738				11/18/2008
37	State Criminal Alien Assistance Program (SCAAP)	\$1,239,273				11/18/2008
45	Byrne Memorial ISC Residential Programs	\$103,888			1	11/25/2008
23	Project Safe Neighborhoods	\$48,518			0.48	11/25/2008
23	Project Safe Neighborhoods Amendment to FY08	\$51,482			0.52	11/25/2008
58	Customer Assistance Program Plus 1 Funding			\$100,000		12/2/2008
58	Keeping the Warmth Program, Conservation & Energy			\$20,000		12/2/2008
58	Veterans' Employment and Training Service (Stand Down Grant)	\$7,000				12/9/2008
49	Travis County Flood Protection Planning Grant	\$195,000	\$465,000			12/16/2008
58	RSVP	\$61,281	\$6,128		0.5	12/30/2008
58	RSVP - Texas Department of Aging and Disability Services (TDADS)	\$23,800	\$23,800			12/30/2008
37	Homeland Security Grant Program - Austin Area Fusion Center - TCSO	\$153,955			1	12/30/2008

Last Updated: 11/6/09 5:41:28 PM

23	Interlocal Agreement for the Austin/Travis County Family Violence Protection Team	\$685,586			4	1/27/2009
49	Northridge Acres Water Corporation Project	\$250,000				1/27/2009
24	Formula Grant-Indigent Defense Grants Program	\$429,859				2/3/2009
37	2008 Byrne Justice Assistance Grant	\$70,002				2/10/2009
45	Justice and Mental Health Collaboration Program COPE	\$246,662	\$61,666		1	2/10/2009
45	JABG Juvenile Assessment Center	\$80,889	\$8,988		1.5	2/10/2009
58	SVCI (Seniors and Volunteers for Childhood Immunization)			\$4,000	0.25	2/17/2009
58	2008 Comprehensive Energy Assistance Program (CEAP) Amendment 1	\$725,014				2/17/2009
24	Drug Diversion Court	\$160,041			1	2/17/2009
22	Drug Court (State) Program	\$98,500			1	2/17/2009
		\$6,111,011	\$1,170,701	\$124,000	29.25	

## 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
40	OVW FY08 Safe Havens: Supervised Visitation and Safe Exchange Grant Program	\$200,000			0.75	
						2/17/2009
22	Drug Court Program	\$65,665.96			1	
						2/17/2009



58 Oncor Weatherization \$32,259  
Project Amendment  
One

2/24/2009

37 SCATTF - Sheriff's \$66,077  
Combined Auto Theft  
Task Force

2/24/2009

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<b>Total Outstanding</b>	\$ 596,442	\$ 142,560	9.75
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\* Original Grant Column shows Beginning FY'08 Amount

## 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
22	Drug Court Program	\$84,419.75			1		12/16/2008
24	Drug Diversion Court	\$160,041			1		12/16/2008
24	Drug Diversion Court	\$160,041			1		1/21/2009
22	Family Drug Treatment Court Program	\$84,419.75			1		1/21/2009
Total Outstanding		\$761,815.25	\$ -		6.00		

## GRANT SUMMARY SHEET

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

Department/Division:	Criminal Justice Planning
Contact Person/Title:	Kimberly Pierce/Manager
Phone Number:	854-4764

Grant Title:	BJA Justice and Mental Health Collaboration Program		
Grant Period:	From:	10/1/2009	To: 9/30/2011
Grantor:	U.S. Department of Justice--Bureau of Justice Assistance		

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

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	County Match	In-Kind	TOTAL
Personnel:	191,305			47,827		239,132
Operating:	8,695			2,173		10,868
Capital Equipment:						0
Indirect Costs:						0
Total:	200,000	0	0	50,000		250,000
FTEs:	2.00					2.00

Auditor's Office Review: <input type="checkbox"/>	Staff Initials: _____
Auditor's Office Comments:	
County Attorney's Office Contract Review: <input 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						
% of Criminal Judges rating MHPDO attorney satisfactory or better						80%
% of MHPDO attorney receiving training						100%
# of MH training sessions held						4
Measures For Grant						

% of MH cases diveret from jail						50
Outcome Impact Description						
% of MH cases diverted from court system						50
Outcome Impact Description						
% of MH defendants receiving treatment plans						100
Outcome Impact Description						

**PBO Recommendation:**

**This is a grant application to the US Department of Justice to expand the Mental Health Public Defender Program by adding an additional attorney and another case worker. Please see the attached document for details of the program.**

**This grant requires a 20% cash match for two years after which Travis County would be responsible for the entire amount of funding. The cash match is not budgeted at this point. Since no funding is required for FY09, PBO has recommended to the department that the cash match be submitted as a budget request during the FY10 budget process. This request may then be considered with the other funding needs of the county for next fiscal year. PBO also requests that Criminal Justice Planning consult with Facilities Management in order to work out a space plan for two additional FTE in the Mental Health Public Defender's office suite.**

**PBO recommends moving forward with the grant application but wishes to resolve the funding and space issues before a grant contract is approved by Commissioners Court later in the year.**

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 seeks to improve the quality of representation to indigent defendats with serious mental illness or co-occurring disorders by expanding the MHDPO to include one additonal attorney and one social worker/case manager. It is anticipated up to 200 MH defendants can be represented annually.

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

The budget for the MHPDO through a multi-year grant with the Texas Task Force on Indigent Defense is \$625,000; in the first year, the County contributed 20%; 40% in the 2<sup>nd</sup> year; 60% in its 3<sup>rd</sup> year; 80% in its 4<sup>th</sup> year with the understanding the County will assume 100% of the financial responsibility after the 4<sup>th</sup> year. The grant through the Bureau of Justice is an expansion grant that allows up to \$200,000 for a two year period with a 20% county match in each of the two years. Following the grant period, the County would assume 100% funding.

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 through the Bureau of Justice is an expansion grant that allows up to \$200,000 for a two year period with a 20% county match in each of the two years. Following the grant period, the County would assume 100% funding.

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

Travis County will provide a 20% match in each of the two year grant period.

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

The County will continue to evaluate the effectiveness of the MHPDO to determine if the program will continue after the grant has ended. If continuation is recommended, the County will identify full funding for the program at that time.

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

Expanding the MHPDO will allow up to 200 additional people with a mental illness to receive legal representation from a specialized defense attorney and case management services through the social workers assigned to the MHPDO.

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

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

## 1. Statement of the Problem (20 percent of 100)

**Describe the nature and scope of the problem in the jurisdiction, including any local/state data and a trend analysis. Detail the need for the proposed program or expansion of the program, and the level of government and related agency programs and services already in place in the community; note any components of the program that may already exist. Identify gaps in resources, describe what components will be needed to fully implement or expand the program, and why federal funding is required for the proposed program or expansion of the program.**

People with mental illness are significantly over represented in the criminal justice system. According to the Bureau of Justice Statistics, over 50% of all prison and jail inmates in the United States of America had mental health problems as of midyear 2005. This equates to 705,600 mentally ill individuals in State prisons (56% of the total population) and 479,900 mentally ill individuals in local jails (64% of the total population). The mentally ill stay in jail longer despite the fact they have often committed minor, non-violent offenses and are unduly expensive to incarcerate. According to the Travis County Sheriff's Office medical department, nearly 30% of the jail population in Travis County is female; of that number, 40% are identified as mentally ill with co-occurring disorders. Many Travis County resources have been dedicated to males, with little in terms for female residents, especially those with children and no visible means of support due to their co-occurring problems. *A similar breakdown for males has been requested from TCSO.* Without a coordinated cross-system response, many mentally ill individuals will be treated through repeated, costly interactions with public safety, medical, and law enforcement crisis services. As a consequence, Travis County has seen a significant increase in recidivism and continued relapse in this high-risk population.

As funding for community services has been cut in recent years, numerous people with mental illness have migrated to the criminal justice system. Many of these people are indigent and require court-appointed counsel. However, few criminal defense attorneys can adequately

address mental health issues and fewer have the support they need to connect their clients to social services and treatment options. An institutional voice for these individuals had been lacking within the criminal justice system.

In June 2005, the Travis County criminal court judges established a Mental Health (MH) Wheel, a pool of attorneys to assigned cases on a rotating basis. MH Wheel attorneys are specially trained to deal with defendants with serious mental health issues. With the creation of the MH Wheel, Travis County began tracking the number of cases being appointed. From June 2005 through March 2006, the county appointed over 2300 felony and misdemeanor mentally ill cases. During the fiscal year (FY) 2006, approximately 3100 felony and misdemeanor cases were assigned to MH Wheel attorneys. By FY 2008, the number of cases assigned to MH Wheel attorneys had increased to 3700 felony and misdemeanor cases.

The inability to connect clients with necessary services while in jail and in the community is especially troubling because defendants with serious mental health issues often languish in jail, spending much more time incarcerated than other defendants charged with similar crimes. The attorneys do not have the time and training to organize and collaborate with county officials, mental health experts and advocates to develop systemic solutions that would help their clients get out of jail quickly, divert appropriate clients from of the criminal justice system, and help keep their clients out of the criminal justice system for good. The creation of the Travis County Mental Health Public Defender Office (MHPDO) was the next step taken to address these problems.

In April 2007, the Travis County, Texas, Commissioners Court established the MHPDO, the first stand-alone mental health public defenders office in the United States of America. While other jurisdictions may have a specialized unit within a public defenders office, the MHPDO is

devoted solely to representing and coordinating services for mentally ill defendants. The office's goal and objective is to break the cycle of crime by steering mentally ill, indigent clients away from jail and a life in the criminal justice system towards comprehensive and integrated mental health services and treatment. Travis County does not have a countywide public defender office.

The MHPDO is a grant-funded program, made possible by the Texas Office of Court Administration through the Texas Task Force on Indigent Defense (TFID) and Travis County. The total amount awarded to create the MHPDO was \$625,000, distributed over a four-year period. Travis County provided 20% matching funding the first year of the grant (FY 2007); 40% for the second year of the grant (FY 2008); 60% for the third year of the grant (FY 2009); and 80% matching funds for the fourth year of the grant (FY 2010). After the fourth year, the grant expires and the option for continued funding for the MHPDO will revert to Travis County. While program sustainability cannot be guaranteed, the demonstrated, ongoing success of the MHPDO, along with the financial commitment undertaken by Travis County, virtually ensures that the County will assume complete financial responsibility for the program's continuation upon discontinuation of this grant.

In addition to the funding received for the MHPDO, Travis County was awarded a two-year grant in October 2008 through the Texas Supreme Court, Court Initiatives Program for the creation of two new civil public defender offices, one for the representation of children in Child Protection Services (CPS) cases and one for the representation of parents in CPS cases. The total funding for each office is \$750,000, respectively. It is also expected that Travis County will assume 100% responsibility for the budget after the two-year grant period ends.

Travis County is committed to improving the quality of representation and case management for clients diagnosed with a serious mental illness. Staffed by attorneys, social



workers, and caseworkers, in addition to support and administrative staff, the MHPDO represents indigent, mentally ill clients in criminal cases and helps them connect to and sustain available services and mental health treatment options in the community. Currently, the MHPDO attorneys represent misdemeanor cases only. The MHPDO social workers and case workers also support the MH Wheel attorneys in efforts to provide holistic case management to clients with both felony and misdemeanor cases.

Despite the targeted efforts by the MHPDO and MH Wheel attorneys, not all eligible clients are able to access and benefit from specialized services due to caseload limitations within the MHPDO. In order to address the growing number of mentally ill in the Travis County community (especially the female population), the MHPDO would like to expand its office and services to include one additional attorney and one caseworker. By expanding the MHPDO, the number of clients who can tap into this limited resource will be increased and the integrity of a manageable and effective caseload will be maintained. The office currently legally represents 400 misdemeanor cases per year. It is estimated that up to 200 more clients, consisting of both misdemeanor and felony cases, will be represented with the addition of one attorney. It is not yet known the percentage or exact number of cases the new attorney will be assigned which may be in felony court. It has always been the practice of the MHPDO to accept the cases most severely in need of their services; therefore, their target is not necessarily an expected number but how to provide the best services and whom to serve. With the expansion, an additional 30% may be served through the MHPDO.

This recommendation is derived from the National Advisory Commission (NAC) on Criminal Justice Standards and Goals, under the auspices of the U.S. Department of Justice,

standardized attorney caseload limits in 1973. These caseload limits have been widely adopted by states and are still considered the benchmark standard. NAC Standard 13.12 on Courts states:

The caseload of a public defender attorney should not exceed the following:  
felonies per attorney per year: not more than 150; misdemeanors (excluding traffic) per attorney per year: not more than 400...

The addition of one caseworker will allow an additional 120 mentally ill clients to receive coordinated case management services in Travis County. The National Association of Social Workers (NASW) Standards for Social Work Case Management (June 1992) states:

The social work case manager shall carry a reasonable caseload that allows the case manager to effectively plan, provide, and evaluate case management tasks related to client and system interventions.

The standard explains that caseload size is determined by a number of different variables and it is the joint responsibility of the case manager and agency to address caseload issues and concerns.

Each year, the number of individuals in the Texas criminal justice system identified as mentally ill increases. According to the Texas Department of Criminal Justice, over 59,000 individuals in Texas jails (17% of the total jail population) were identified as mentally ill in calendar year 2008. The local jail population was 2259, based on a snapshot taken on February 23, 2009. Out this total number, 933 inmates were identified as mentally ill or having a co-occurring disorder, which equates to 42% of the jail population.

Expanding the MHPDO will build upon the continuity of care currently in place and serve up to a total of 600 clients annually. Additionally, female clients (who make up approximately 40% of the MHPDO's client population), will benefit from federal funding to

narrow the gap in services traditionally demonstrated by a lack of appropriate programming targeted at women, especially those with children, in the community.

## **2. Project Design and Implementation (35 percent of 100)**

**Describe the program expansion and its specific goals and objectives. Describe how the proposed program expansion will be accomplished and identify the target population and the projected number of individuals to be served as a result of this expansion. Discuss the responsibilities of each collaborating agency and how resources will support the delivery of needed services to system-involved individuals with MI/COD. Describe how the expanded collaborative effort relates to existing state and local justice and mental health plans and programs, outlining how any ancillary social services in the community will be coordinated. Demonstrate how the proposed expansion will improve the current functioning of an existing program.**

To expand services, the Travis County MHPDO proposes hiring a third attorney and third caseworker. The MHPDO is staffed with a total of eight employees: two attorneys, one case management coordinator, one social worker, two caseworkers, and two administrative staff. Currently, two MHPDO attorneys each represent approximately 200 clients per year (for a total of 400 clients). One additional attorney will increase the office's overall capacity up to 600 clients per year. This attorney will also be able to represent a combination of felony and misdemeanor criminal cases.

Caseworkers and social workers each carry an intensively-managed caseload of approximately 120 cases per year, consisting of MHPDO and MH Wheel cases, in addition to community referrals. They provide services to mentally ill clients accused of both misdemeanor and felony offenses. The average case is active for three to four months, creating a ratio of 30 cases to one case manager (30:1). One additional caseworker will increase the office's capacity to provide case management services from the current 480 clients per year to a maximum of 600 clients per year.

The MHPDO provides legal representation and intensive case management services to mentally ill clients. Case management is also available to clients represented by court-appointed MH Wheel attorneys. MHPDO social workers conduct assessments; write formal mental health reports; plan discharge for clients being released from jail; assess and monitor incompetent clients awaiting transfer to a state hospital; and make competency recommendations. Other examples of MHPDO case management are assisting clients with housing, mental health treatment, identification, medical needs, substance abuse treatment, transportation, SSI benefits, employment, and education. Case workers also initiate and monitor complex treatment plans. Duties of the social workers and case workers can overlap when it is in a client's best interests to maintain rapport between a past client and a specific case manager or when an active client is re-arrested.

When the MHPDO was initially planned, a mentally ill client with a pending felony offense was unable to access the invaluable legal representation offered by this office, creating a disparity in local mental health service provision. BJA grant funding will allow the MHPDO to expand their services to represent non-violent felonies, as defined by the Mentally Ill Offender Treatment and Crime Reduction Act of 2004 (MIOTCRA), in Travis County, Texas, paving the way for an all-inclusive operation. BJA funding will not be used for those arrested for assaultive and/or violent offenses.

Approximately 40% of MHPDO clients are females. The primary challenge in working with females is that there are fewer overall resources available to them. Locally, there is only one shelter which accommodates women and it is often full, with a lengthy waiting list. Board and care homes often do not accept females and many substance abuse treatment programs are only designed to serve male clients. This creates a situation for mentally ill females which is even

more perilous as they are often homeless and placed into situations which are inherently dangerous, such as prostitution and aligning themselves with people who take advantage of them. Expanding the MHPDO will, in turn, increase their ability to work with this underrepresented segment of the mentally ill population.

The MHPDO continues to actively collaborate with Austin-Travis County Mental Health and Mental Retardation (ATCMHMR). ATCMHMR is the local mental health authority which provides psychiatric services for mentally ill and mentally retarded clients in the community, which includes medication, therapy, and managed aftercare. The partnership between the MHPDO and ATCMHMR establishes a continuum of care which is adhered to for each eligible client. The MHPDO works to ensure that client needs are met, that they comply with a medication regime, and that a client plan of service is created. The MHPDO and ATCMHMR are actively collaborating on a high-utilizer program called the Recidivist Program, a team approach which was designed to target complex, traditionally noncompliant clients in an effort to reduce their multiple interactions with the criminal justice system and involve them with ATCMHMR or other mental health providers. Case management staff at the MHPDO work directly with an ATCMHMR caseworker assigned to the Recidivist Program.

Project Recovery is a jointly-funded program established in 2006 between the City of Austin's Downtown Community Court, the Downtown Austin Business Alliance, Travis County Criminal Justice Planning, and ATCMHMR. Project Recovery is a six-month program, serving men accused of Public Intoxication (Enhanced) or Criminal Trespass, both misdemeanors. Participants selected for this program have been arrested multiple times over a lengthy period of time; some are mentally ill and have co-occurring substance abuse disorders. These individuals are also heavy users of hospital emergency rooms and are generally homeless in the Austin,

Texas, downtown area. Participants agree to successfully complete a six-month treatment program in exchange for the dismissal of charges. Clients in Project Recovery who are identified as mentally ill and have a substance abuse problem are then assigned to either a MH Wheel attorney or a MHPDO attorney. Case managers from ATCMHMR and MHPDO are also assigned in conjunction with the MHPDO. Court is held twice weekly and participants are mandated to attend court every week. For the first ninety days of the program, clients reside at an ATCMHMR-operated substance abuse treatment facility. During the second ninety-day period, they continue to report to the ATCMHMR facility and to county court for status hearings on a weekly, or if needed, more frequently, while receiving aftercare services through ATCMHMR. Due to the highly recidivistic nature of these individuals and their severe addiction and mental illness, "success" for this population is measured differently than for participants in other treatment programs. For Project Recovery, a reduction in the frequency of arrests is considered a success. In the first year of the program, 41% of participants successfully completed the initial ninety-day residential treatment component of the program. The average number of arrests in the year prior to entering Project Recovery was 12.52 arrests per person annually versus an average number of 1.31 arrests per person annually *after* entering the program. By expanding the MHPDO, one attorney can be assigned to work with eligible Project Recovery clients, in addition to other cases, creating a continuity of care.

In 2008, the Special Reduction Docket was created in County Court at Law #3. This is a misdemeanor jail docket consisting of individuals identified with mental health needs. Prior to 2008, mentally ill misdemeanor offenders who were not released on bond were set on twice weekly dockets with rotation between five misdemeanor courts. In order to bring consistency to the process and establish a continuum of care, it was decided that this docket would be

consolidated into a single court, which is held every Tuesday and Thursday. The Special Reduction Docket brings together a court team which includes defense attorneys from the MHPDO and the MH Wheel, the mental health prosecutor's team (including a paralegal) from the County Attorneys office, and social services staff from the Travis County Sheriff's Office to discuss the best disposition of a case. The uniqueness of this docket is the time spent evaluating a client's law-breaking behavior relative to their mental health status. Critical components of this evaluation include a mental health status assessment provided by the Travis County Sheriff's Office jail staff and a discussion of the client's behavior at the time of arrest and since incarceration. Dispositions are negotiated in a non-adversarial fashion to support public safety and provide alternatives to address the client's mental health needs. The goals of this docket include quick identification and disposition of cases involving mentally ill defendants; addressing competency issues; linkage of defendants to mental health services; and reduction of jail bed days. The Special Reduction Docket will also allow closer scrutiny and services to the underserved females who are in need of housing, employment and family services. By expanding the MHPDO, one attorney can be assigned to the Special Reduction Docket, creating a continuity of care. In the likely event that this docket generates too many cases for one attorney to reasonably accommodate, the attorney assigned to Project Recovery will assist with the case overflow.

Travis County's first felony mental health docket will be established in FY 2009. Travis County supported the funding of an assistant district attorney and a support staff position to focus on addressing mentally ill individuals accused of felony offenses. To support this initiative, the Travis County District Courts have identified a magistrate judge, whose primary responsibility will be disposition of many of these cases. This docket will target individuals with

competency issues and other mental health issues. The initiative is still in the planning stage; however, it has been determined that the judge will provide judicial intervention for clients on adult probation. By expanding the MHPDO, the attorney funded by this grant may be assigned to the mental health felony docket, creating a continuity of care.

The Mayor's Mental Health Task Force (MMHTF) was created by the City of Austin, Texas, in 2004. The Task Force was developed out of community concern over the challenges faced by individuals with severe mental illnesses. More than forty organizations initially met to identify the strengths, weaknesses, and gaps in mental health services in the community and developed a five-year strategic plan. The goals of the plan were to develop criteria which define a mentally healthy community and to create an action plan which will close these identified gaps. The MHPDO and ATCMHMR serve as active lead contributors on this Task Force and meet on a monthly basis to monitor mental health service system gaps, promote accountability, maximize funding and initiate new programs and evaluations related to assisting the mentally ill citizens of Austin and Travis County, Texas. Recently, the MMHTF Oversight Committee formally recommended expanding representation and services with the MHPDO to include felony clients.

In September 2006, the MMHTF submitted an application on behalf of Travis County to the Technical Assistance and Policy Analysis Center for Jail Diversion (TAPA Center) to conduct a BETA study on mental health and jail diversion strategies in Austin, Travis County, Texas. During a year-long study, the TAPA Center and the Human Services Research Institute (HSRI) worked with the Travis County Cost Simulation Workgroup, chaired by the judge of County Court at Law #5, and attended by ATCMHMR, MMHTF, and several county departments. The purpose of the study was to collect data on the cost, jail admission, criminal charges, criminal history and service utilization data.



Prior to the MH Wheel and MHPDO, indigent, mentally ill individuals received legal representation but not always at the hands of an attorney with specialized training. It is unlikely that the same individual would have had access to service coordination to address issues such as chronic homelessness, therapy, medication, and basic needs. The MHPDO brings the best of both worlds together, creating an integrated system which addresses both legal representation and case management tailored to the individual client's needs. By expanding the MHPDO, 30% more clients will be able to be served within the community. Serving a larger number of clients will result in a greater positive impact on the mentally ill and heightened visibility for the efforts of the MHPDO. Expanding the MHPDO also reinforces continuity of care with a goal of reducing recidivism. Furthermore, adding a third attorney will create the option of one public defender assigned to each specialized mental health felony and misdemeanor court docket, as well as the Project Recovery program.

### **3. Capabilities/Competencies (20 percent of 100)**

**Describe the project collaboration structure and how it will ensure successful project planning, implementation, and/or expansion. Identify stakeholders and their respective roles. Describe the anticipated role of consumers, advocates, and family members in the project. Indicate key activities, milestones, and responsible partners. Describe any potential barriers to implementing the project and strategies to overcome them.**

The MHPDO provides both legal representation and case management for a target population of indigent, mentally ill women and men. MHPDO attorneys are responsible for representing clients who have been accused of a misdemeanor criminal offense. At times, this role is assumed by court-appointed attorneys from the MH Wheel. Social workers conduct assessments and discharge plans for clients being released from jail; assess and monitor incompetent clients awaiting transfer to a state hospital; and make competency recommendations. Caseworkers provide intensive case management; assist clients with issues

that impact their well-being and, possibly, their legal status; and initiate and monitor complex treatment plans.

The MHPDO facilitates collaboration between justice, mental health and substance abuse professionals. ATCMHMR works in direct collaboration with the MHPDO. This partnership has increased access to mental health and other treatment services for individuals with mental illness or co-occurring disorders. They provide medication, behavioral therapy, and case management to mentally ill consumers. ATCMHMR is the primary provider of these services to indigent residents of Travis County and works with many MHPDO clients, before, during, and after involvement with the criminal justice system.

Local judges and court systems support the efforts of and draw attention to the work of the MHPDO. Specialized mental health courts have been developed to address the unique needs of the mentally ill and to bring consistency and advocacy into the legal process. These courts also provide a diversion to incarceration, an alternative prosecution and a variety of sentencing options. By working in conjunction with prosecuting and defense attorneys, case managers, corrections personnel, and other mental health advocates, a collaborative and non-adversarial environment is fostered.

The TFID is a standing committee on the Texas Judicial Council and was created as a result of passage of the Fair Defense Act during the 77<sup>th</sup> Texas Legislature (2001). Its mission is to improve the delivery of indigent defense services through fiscal assistance, accountability and professional support to State, local, county, and municipal officials. The MHPDO is supported and guided by TFID and receives partial financial support from TFID via a multi-year grant.

Upon creation of the MHPDO, an Oversight Committee was formed. This committee provides operational oversight and guidance to the MHPDO, as well as guidance to the Travis

County Commissioners Court on mental health, indigent defense issues in Travis County. The Oversight Committee is comprised of the County Judge, a County Commissioner, two criminal defense lawyers, and a mental health advocate. Staff from the MHPDO facilitates the committee, which meets on a quarterly basis.

The Travis County Commissioners Court provides funding for the MHPDO, as well as guidance and the authority to operate and provide services to mentally ill indigent clients.

Travis County Criminal Justice Planning (CJP) acts as the grant coordinator for the MHPDO. This department is responsible for monitoring the MHPDO's contracts and evaluating program success.

Indigent, mentally ill clients with involvement in the criminal justice system are recipients of all services offered by the MHPDO. Clients are primarily assigned through criminal court administration, as well as referrals from judges, other attorneys, Travis County Pretrial Services, and the community. Once a client has been referred to the MHPDO, he is assessed for services, assigned to a case manager and attorney, and begins work on a treatment plan to reduce involvement with the criminal justice system.

Current programming relies upon client advocacy through ATCMHMR and the MHPDO. Case management through ATCMHMR runs concurrent with case management at the MHPDO. For other cases, ATCMHMR case management picks up where MHPDO case management leaves off and is considered a long-term investment by the client. Case workers and social workers advocate for their clients through a team approach and collaboration is imperative for success. Both agencies strive towards a common goal of ensuring all of a client's needs (therapeutic, basic, medical, etc.) are met. Additionally, attorneys advocate for their clients in the criminal justice system, ensuring a client's legal rights are clearly defined and upheld. Expansion

of the MHPDO will build upon this foundation, improve and preserve the system which is in place, while increasing the scope of services and the number of clients affected.

Many of the MHPDO's clients are homeless and have little or no family support. Often, their families have given up on them in frustration. For these clients, the work is focused on the individual with a goal towards re-establishing family relationships, support, and contact. For those clients with an established family support system, the MHPDO strives to work with engaged family members to develop a stable living/housing situation, utilize any family resources to help with transportation, and emphasize enrollment in the local mental health agencies for long-term support and care. Case management refers families to the National Alliance on Mental Illness (NAMI, an advocacy organization for the mentally ill and their families) for peer and family support groups.

If awarded the BJA expansion grant, job descriptions for the attorney and case manager vacancies will be posted within thirty days. Both positions will be filled at an experience level which will require specialized training in the legal representation of and service provision to mentally ill clients. Upon hire, both positions will begin accepting cases. Applications will be accepted and hiring decisions made within an additional sixty days. These actions are the responsibility of the MHPDO, assisted by CJP.

The primary barrier to implementing any project which works with the mentally ill is the client. Mistrust and suspicion of "the system" are not uncommon with mental health consumers. Convincing a mentally ill client to engage in and maintain participation in treatment and case management can be the most challenging barrier to overcome. The MHPDO is established and respected within the community and can build upon its collective experience working with a difficult population and navigating local service providers. The proven ability to build rapport

with clients and to assess and meet their basic needs will prove invaluable as the MHPDO expands and improves existing services.

A potential barrier to expanding the MHPDO is the ongoing lack of resources available in the community for mentally ill clients, especially those who are also indigent. Historically, this segment of the population has been underserved and often lacks the support and capability to tap into resources without assistance. Even where services and assistance are available, there is a danger of overextending existing resources due to the number of clients in need and the complexity and severity of their needs. The MHPDO has established partnerships with service providers in the community in its two years of operation. Expanding the MHPDO will allow the office to access these existing relationships and utilize services which are appropriate, readily available, and amendable to working with the target population. Because existing staff at the MHPDO consists of seasoned and competent attorneys, social workers, and caseworkers, their capability to serve and accommodate indigent, mentally ill clients is exceptional.

Another potential barrier to expanding the MHPDO is the challenge of coordinating with the new mental health felony docket. The mental health felony docket is still in the planning stages and has yet to decide which types of felony offenses the docket will begin serving. When the MHPDO is expanded, the office will also begin representing felony offenses, within the confines of MIOTCRA. Coordination and communication between the MHPDO and the mental health felony docket is imperative to ensure that the types of felony offenses which will be served are clearly spelled out and agreeable to both partners. It is anticipated that accommodating lower level, less serious felony offenses is the most prudent course of action and mutually beneficial to the MHPDO and the mental health felony docket participants.

#### **5. Impact/Outcomes, Evaluation, Sustainment, and Performance Measure Data Collection Plan (15 percent of 100)**

**Describe the evaluation process, including assessments of implementation outcomes. Discuss how variables like stakeholder support and service coordination will be defined and measured. Specify how federal support will be used to supplement, not supplant, funding that would otherwise be available, including third-party resources for services covered under programs such as Medicaid and Medicare. Describe the process for collecting performance measure data and any other state or local outcomes to measure project effectiveness. Describe how evaluation and collaborative partnerships will be leveraged to build long-term support and resources to sustain the project when the federal grant ends.**

In September 2007, the Spangenberg Group contracted with Travis County to conduct an independent evaluation of the newly-established MHPDO. The contract involves a total of three assessments of the MHPDO, as it is operating within the Travis County criminal justice system at three points in time: an initial baseline assessment; a follow-up assessment one year later; and a final assessment after two years of operation. The overall goal of this three-part evaluation is to assist Travis County in the successful implementation of the country's first stand-alone mental health public defender office so that it may provide cost effective, meaningful, and adequate representation to indigent defendants with serious mental illness. Please note effective December 2008, the Spangenberg Group dissolved its operation and was absorbed by George Mason University (GMU) in Virginia. GMU will complete the evaluation of the MHPDO and will absorb the office's expansion into their process as they are under contract to complete the program evaluation.

In 2007, Travis County participated in a BETA study with the Capital Area Council of Governments and the MHPDO to study mental health and jail diversion strategies. In 2008, Travis County entered into a memorandum of understanding with Texas A&M University to conduct a research evaluation of the MHPDO along with other specialized mental health services in the criminal justice systems of three other Texas jurisdictions. The evaluation is entitled "Representing Mentally Ill Offenders: An Evaluation of Advocacy Alternatives".

<u>Contract Items</u>	<u>Scheduled</u>	<u>Budget Year</u>
The Spangenberg Group (Initial Report)	October 30, 2007	2008
The Spangenberg Group (Follow-up Report)	December 31, 2007	2008
The Spangenberg Group (Initial Report)	December 31, 2008	2009
The Spangenberg Group (Assessment)	December 31, 2008	2009
George Mason University (Final Report)	December 31, 2009	2010

The MHPDO is monitored by an Oversight Committee which meets quarterly to review the Office's performance measures and the office distributes quarterly data to TFID which is made available to all community stakeholders. The Travis County Commissioners Court also receives a quarterly briefing of the MHPDO's performance.

Travis County will use this grant money to support MHPDO and will not use any federal money as a part of the matching funds. The expansion of the MHPDO will not come at the demise of any existing programs or services which benefit the mentally ill, either internally or externally funded.

Travis County agrees to pay the 20% required match in each year of the grant award. The county will make a good faith effort to continue funding the program after the grant period expires. Travis County will pursue alternative funding sources, including funding from private foundations and/or other federal government grants available for indigent defense programs for individuals with a mental illness or co-occurring disorders.

In 2007, Travis County contracted with defenderData, LLC, a provider of software designed exclusively for public defender offices. defenderData was tailored to the needs of the MHPDO and focuses on the challenges specific to indigent criminal defense. It is being modified to track and gather data specific to MHPDO clients, office operations, and performance

indicators and could potentially be used to track subsets of the population, such as mentally ill females.

Travis County has historically focused its priorities on the mentally ill in our community, leading to the establishment of innovative programs such as the MHPDO. The creation of the MHPDO has alleviated some of the burden from other service providers in the community, making it an invaluable and essential part of the local continuum of care. It is also looked upon as the model public defenders office for the mentally ill and has been visited by other programs to observe MHPDO processes. Expanding upon an evidenced-based program which has proven to be successful furthers the program's sustainability.

The goal in creating the MHPDO was to divert the mentally ill from involvement with the criminal justice system through involvement in a high-quality program which offers legal criminal representation and intensive case management. Expanding the MHPDO will improve upon the existing services and allow more indigent, mentally ill individuals to be helped while addressing the pervasive issue of recidivism of the mentally ill in the criminal justice system and the need for population-specific jail diversion strategies.



**GRANT SUMMARY SHEET**

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

Department/Division:	Juvenile Probation Department/ Assessment Services Division & Court Services Division
Contact Person/Title:	Michael Williams, Senior Financial Analyst
Phone Number:	854-7011

Grant Title:	FY10 BJA Mental Health Court Collaboration-COPE (Collaborative Opportunities for Positive Change)		
Grant Period:	From:	10/1/2009	To: 09/30/11
Grantor:	Bureau of Justice Assistance		

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

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	County Match	In-Kind	TOTAL
Personnel:	117,081			50,000		167,081
Operating:	78,998					78,998
Capital Equipment:						0
Indirect Costs:	3,921					3,921
Total:	200,000	0	0	50,000	0	250,000
FTEs:	1.0			1.0		2.00

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

Performance Measures	Projected FY 10 Measure	Progress To Date:				Projected FY 11 Measure
		12/31/09	3/31/10	6/31/10	9/30/10	
Applicable Depart Measures						
Incremental number of juveniles added annually to the current program.	30	N/A	N/A	N/A	N/A	30
Percentage of program participants who recidivate within one year after completion of the program.	15%	N/A	N/A	N/A	N/A	15%

Percentage of program participants who recidivate while engaged in the program.	15%	N/A	N/A	N/A	N/A	15%
Percentage of program participants who successfully complete the program.	70%	N/A	N/A	N/A	N/A	70%
<b>Measures For Grant</b>						
Percentage of program participants who recidivate within one year after completion of the program.	15%	N/A	N/A	N/A	N/A	15%
Percentage of program participants who recidivate while engaged in the program.	15%	N/A	N/A	N/A	N/A	15%
Percentage of program participants who successfully complete the program.	70%	N/A	N/A	N/A	N/A	70%
<b>Outcome Impact Description</b>	<b>Used to track completion rate of clients</b>					
Number of new law enforcement/mental health partnerships programs established	4	N/A	N/A	N/A	N/A	5
Number of law enforcement/mental health providers cross trained.	4	N/A	N/A	N/A	N/A	5
Number of new government partnership compacts formed among mental health, municipal county, and state government elected officials to address juvenile mentally ill offenders.	1	N/A	N/A	N/A	N/A	1
Incremental annual increase of service programs available to offenders with mental illness.	5	N/A	N/A	N/A	N/A	3
<b>Outcome Impact Description</b>	<b>Used to track ability of the department to establish ancillary services for the target population.</b>					

**PBO Recommendation:**

The Juvenile Probation Department is requesting approval to submit a new grant application to the Bureau of Justice Assistance to enhance the department's Collaborative Opportunities for Positive Experiences (COPE) mental health court, which serves pre-adjudicated juveniles with mental health issues in a deferred prosecution program where the youth are connected to the appropriate mental health and support services. The grant would provide \$200,000 over a two year period to fund one new Juvenile Probation Officer, provide additional therapeutic services for eligible juvenile and their families, and resources to collaborate with community providers. The department has confirmed that space is available for the proposed new position.

The grant requires a county match that is met through an existing budgeted position. No additional funds are needed to meet the requirements of the grant.

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?

The purpose of this pre-adjudication juvenile mental health court is to divert youth with a diagnosed mental health disorder to a deferred prosecution program where, through a specialized court docket, youth and their families are connected to appropriate mental-health and support services.

The gender-inclusive screening tool, "The Ohio Youth Problem, Functioning and Satisfaction Scale" will be used to identify and address female specific issues and co-occurring disorders. COPE services will expand providers of co-occurring and female specific services to low risk, first time juvenile offenders and increase collaborations with mental-health, integrated health care clinics, and substance-abuse treatment systems in Travis County.

TCJPD requests \$200,000 over 24 months to provide therapeutic services for eligible juveniles and their families, and collaborate with community providers to meet collateral needs

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

The Department intends to request subsequent year continuation funding for this program through proposals submitted to the Federal and State government, as well as private foundations. No additional County funds are necessary at this time.

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

A 20% match of total project cost is required by the grant. To meet this requirement a portion of two Juvenile Probation officer's salary and fringe costs will be used as the required match.

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

Indirect costs are allowed under this funding source and have been calculated at a 2% rate.

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 this project through proposals submitted to the Federal and State government. As previously presented to the Court, the County will have the opportunity to consider investment in the proposed Mental Health Court Program.

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

This is not a new program. We are expanding our current Mental Health court to provide more juveniles and additional services.

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

This program will increase accountability and facilitate linkage to mental health services for more youth involve in juvenile probation. We anticipate that it will increase the number of youth successfully discharged from the DPU program and increase the number of youth receiving needed mental health services. The expansion will include collaboration with new local health care providers, contractual mental health and psychiatric evaluations. Additionally, a JPO will be hired and will have a specialized caseload of mental health and co-occurring females.

# TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT



ESTELA P. MEDINA  
Chief Juvenile Probation Officer

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

TO: Travis Gatlin, PBO  
Senior Budget Analyst

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

THROUGH: Michael M Williams for Ruthanne Shockley  
Ruthanne Shockley  
Grant Coordinator

SUBJECT: FY10 BJA Mental Health Court Collaboration-COPE (Collaborative Opportunities for Positive Change)

DATE: February 24, 2009

Travis County Juvenile Probation began operation of its Juvenile Mental Health Court, COPE (Collaborative Opportunities for Positive Experiences) through an award from the Justice and Mental Health Collaboration Program in 2006. The purpose of this pre-adjudication juvenile mental health court is to divert youth with a diagnosed mental health disorder to a deferred prosecution program where, through a specialized court docket, youth and their families are connected to appropriate mental-health and support services. Over its first two years of operation, COPE has successfully established a formal process to divert youth to deferred prosecution, connecting them to mental-health treatment and other vital community services.

COPE services will expand providers of co-occurring and female specific services to low risk, first time juvenile offenders and increase collaborations with mental-health, integrated health care clinics, and substance-abuse treatment systems in Travis County. The department requests \$200,000 over 24 months to provide therapeutic services for eligible juveniles and their families, and collaborate with community providers to meet collateral needs.

Please review this item and place it on the **March 10th** Commissioner's Court agenda for their consideration and signature. Please contact Ms. Shockley at 4-7110 for further information.

Thank you in advance for your attention to this request.

CC: Jim Connolly, Assistant County Attorney  
DeDe Bell, Financial Analyst, County Auditor  
Barbara Swift, Deputy Chief  
Gail Penney Chapmond, Division Director  
Linda Duke, Project Coordinator  
Sylvia Mendoza, Division Director, Financial Services  
Mike Williams, Financial Analyst  
Grant File



## Grant Application Package

Opportunity Title:	2009 Justice and Mental Health Collaboration Program
Offering Agency:	Bureau of Justice Assistance
CFDA Number:	16.745
CFDA Description:	Criminal and Juvenile Justice and Mental Health Collabo
Opportunity Number:	BJA-2009-2025
Competition ID:	BJA-2009-2037
Opportunity Open Date:	01/12/2009
Opportunity Close Date:	03/12/2009
Agency Contact:	Rebecca Rose BJA Policy Advisor 202-514-0726 rebecca.rose@usdoj.gov

This electronic grants application is intended to be used to apply for the specific Federal funding opportunity referenced here.

If the Federal funding opportunity listed is not the opportunity for which you want to apply, close this application package by clicking on the "Cancel" button at the top of this screen. You will then need to locate the correct Federal funding opportunity, download its application and then apply.

This opportunity is only open to organizations, applicants who are submitting grant applications on behalf of a company, state, local or tribal government, academia, or other type of organization.

\* Application Filing Name: COPE Expansion

### Mandatory Documents

Move Form to Complete

Move Form to Delete

### Mandatory Documents for Submission

Application for Federal Assistance (SF-424)  
Assurances for Non-Construction Programs (SF-424)  
Budget Narrative Attachment Form  
Disclosure of Lobbying Activities (SF-LLL)  
Project Narrative Attachment Form  
Other Attachments Form

### Optional Documents

Move Form to Submission List

Move Form to Delete

### Optional Documents for Submission

Faith Based EEO Survey

## Instructions

- 1 Enter a name for the application in the Application Filing Name field.**

  - This application can be completed in its entirety offline; however, you will need to login to the Grants.gov website during the submission process.
  - You can save your application at any time by clicking the "Save" button at the top of your screen.
  - The "Save & Submit" button will not be functional until all required data fields in the application are completed and you clicked on the "Check Package for Errors" button and confirmed all data required data fields are completed.
- 2 Open and complete all of the documents listed in the "Mandatory Documents" box. Complete the SF-424 form first.**

  - It is recommended that the SF-424 form be the first form completed for the application package. Data entered on the SF-424 will populate data fields in other mandatory and optional forms and the user cannot enter data in these fields.
  - The forms listed in the "Mandatory Documents" box and "Optional Documents" may be predefined forms, such as SF-424, forms where a document needs to be attached, such as the Project Narrative or a combination of both. "Mandatory Documents" are required for this application. "Optional Documents" can be used to provide additional support for this application or may be required for specific types of grant activity. Reference the application package instructions for more information regarding "Optional Documents".
  - To open and complete a form, simply click on the form's name to select the item and then click on the => button. This will move the document to the appropriate "Documents for Submission" box and the form will be automatically added to your application package. To view the form, scroll down the screen or select the form name and click on the "Open Form" button to begin completing the required data fields. To remove a form/document from the "Documents for Submission" box, click the document name to select it, and then click the <= button. This will return the form/document to the "Mandatory Documents" or "Optional Documents" box.
  - All documents listed in the "Mandatory Documents" box must be moved to the "Mandatory Documents for Submission" box. When you open a required form, the fields which must be completed are highlighted in yellow with a red border. Optional fields and completed fields are displayed in white. If you enter invalid or incomplete information in a field, you will receive an error message.
- 3 Click the "Save & Submit" button to submit your application to Grants.gov.**

  - Once you have properly completed all required documents and attached any required or optional documentation, save the completed application by clicking on the "Save" button.
  - Click on the "Check Package for Errors" button to ensure that you have completed all required data fields. Correct any errors or if none are found, save the application package.
  - The "Save & Submit" button will become active; click on the "Save & Submit" button to begin the application submission process.
  - You will be taken to the applicant login page to enter your Grants.gov username and password. Follow all onscreen instructions for submission.

Application for Federal Assistance SF-424		Version 02	
<b>* 1. Type of Submission:</b> <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application		<b>* 2. Type of Application:</b> <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	<b>* If Revision, select appropriate letter(s):</b> <input type="text"/> <b>* Other (Specify)</b> <input type="text"/>
<b>* 3. Date Received:</b> Completed by Grants.gov upon submission.		<b>4. Applicant Identifier:</b> <input type="text"/>	
<b>5a. Federal Entity Identifier:</b> <input type="text"/>		<b>* 5b. Federal Award Identifier:</b> <input type="text"/>	
<b>State Use Only:</b>			
<b>6. Date Received by State:</b> <input type="text"/>		<b>7. State Application Identifier:</b> <input type="text"/>	
<b>8. APPLICANT INFORMATION:</b>			
<b>* a. Legal Name:</b> <input type="text" value="Travis County"/>			
<b>* b. Employer/Taxpayer Identification Number (EIN/TIN):</b> <input type="text" value="74-6000192"/>		<b>* c. Organizational DUNS:</b> <input type="text" value="030908842"/>	
<b>d. Address:</b>			
<b>* Street1:</b> <input type="text" value="2515 South Congress Avenue"/>			
<b>Street2:</b> <input type="text"/>			
<b>* City:</b> <input type="text" value="Austin"/>			
<b>County:</b> <input type="text"/>			
<b>* State:</b> <input type="text" value="TX: Texas"/>			
<b>Province:</b> <input type="text"/>			
<b>* Country:</b> <input type="text" value="USA: UNITED STATES"/>			
<b>* Zip / Postal Code:</b> <input type="text" value="78704-5594"/>			
<b>e. Organizational Unit:</b>			
<b>Department Name:</b> <input type="text" value="Juvenile Probation Department"/>		<b>Division Name:</b> <input type="text" value="Assessment Services"/>	
<b>f. Name and contact information of person to be contacted on matters involving this application:</b>			
<b>Prefix:</b> <input type="text" value="Ms."/>		<b>* First Name:</b> <input type="text" value="Estela"/>	
<b>Middle Name:</b> <input type="text" value="P."/>			
<b>* Last Name:</b> <input type="text" value="Medina"/>			
<b>Suffix:</b> <input type="text"/>			
<b>Title:</b> <input type="text" value="Chief Juvenile Probation Officer"/>			
<b>Organizational Affiliation:</b> <input type="text"/>			
<b>* Telephone Number:</b> <input type="text" value="512/854-7069"/>		<b>Fax Number:</b> <input type="text" value="512/854-7101"/>	
<b>* Email:</b> <input type="text" value="estela.medina@co.travis.tx.us"/>			

## Application for Federal Assistance SF-424

Version 02

## 9. Type of Applicant 1: Select Applicant Type:

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\* Other (specify):

## \* 10. Name of Federal Agency:

Bureau of Justice Assistance

## 11. Catalog of Federal Domestic Assistance Number:

16.745

CFDA Title:

Criminal and Juvenile Justice and Mental Health Collaboration Program

## \* 12. Funding Opportunity Number:

BJA-2009-2025

\* Title:

2009 Justice and Mental Health Collaboration Program

## 13. Competition Identification Number:

BJA-2009-2037

Title:

## 14. Areas Affected by Project (Cities, Counties, States, etc.):

City of Austin/Travis County, Texas

## \* 15. Descriptive Title of Applicant's Project:

Travis County Collaborative Opportunities for Positive Change (COPE) Expansion program.

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments



<b>Application for Federal Assistance SF-424</b>		Version 02
<b>16. Congressional Districts Of:</b>		
* a. Applicant	<input type="text" value="TX-10"/>	* b. Program/Project <input type="text" value="TX-10"/>
Attach an additional list of Program/Project Congressional Districts if needed.		
<input type="text"/>	<input type="button" value="Add Attachment"/>	<input type="button" value="Delete Attachment"/> <input type="button" value="View Attachment"/>
<b>17. Proposed Project:</b>		
* a. Start Date:	<input type="text" value="10/01/2009"/>	* b. End Date: <input type="text" value="09/31/2011"/>
<b>18. Estimated Funding (\$):</b>		
* a. Federal	<input type="text" value="200,000.00"/>	
* b. Applicant	<input type="text" value="50,000.00"/>	
* c. State	<input type="text" value="0.00"/>	
* d. Local	<input type="text" value="0.00"/>	
* e. Other	<input type="text" value="0.00"/>	
* f. Program Income	<input type="text" value="0.00"/>	
* g. TOTAL	<input type="text" value="250,000.00"/>	
<b>* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?</b>		
<input type="checkbox"/> a. This application was made available to the State under the Executive Order 12372 Process for review on <input type="text"/>		
<input type="checkbox"/> b. Program is subject to E.O. 12372 but has not been selected by the State for review.		
<input checked="" type="checkbox"/> c. Program is not covered by E.O. 12372.		
<b>* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)</b>		
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="button" value="Explanation"/>		
<b>21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)</b>		
<input checked="" type="checkbox"/> ** I AGREE		
** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.		
<b>Authorized Representative:</b>		
Prefix:	<input type="text" value="Judge"/>	* First Name: <input type="text" value="Samuel"/>
Middle Name:	<input type="text" value="T."/>	
* Last Name:	<input type="text" value="Biscoe"/>	
Suffix:	<input type="text"/>	
* Title:	<input type="text" value="County Judge"/>	
* Telephone Number:	<input type="text" value="(512) 854-9555"/>	Fax Number: <input type="text" value="(512) 854-9536"/>
* Email:	<input type="text" value="sam.biscoe@co.travis.tx.us"/>	
* Signature of Authorized Representative:	<input type="text" value="Completed by Grants.gov upon submission."/>	* Date Signed: <input type="text" value="Completed by Grants.gov upon submission."/>

**Application for Federal Assistance SF-424**

Version 02

**\* Applicant Federal Debt Delinquency Explanation**

The following field should contain an explanation if the Applicant organization is delinquent on any Federal Debt. Maximum number of characters that can be entered is 4,000. Try and avoid extra spaces and carriage returns to maximize the availability of space.

**ASSURANCES - NON-CONSTRUCTION PROGRAMS**

Public reporting burden for this collection of information is estimated to average 15 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 (0348-0040), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

<p><b>* SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL</b></p> <p>[Signature]</p>	<p><b>* TITLE</b></p> <p>County Judge</p>
<p><b>* APPLICANT ORGANIZATION</b></p> <p>Travis County</p>	<p><b>* DATE SUBMITTED</b></p> <p>Completed on submission to Grants.gov</p>

**Budget Narrative File(s)**

SUBMIT TO GRANTS. 600 ATTACHMENTS

\* Mandatory Budget Narrative Filename:

Add Mandatory Budget Narrative

Delete Mandatory Budget Narrative

View Mandatory Budget Narrative

To add more Budget Narrative attachments, please use the attachment buttons below.

Add Optional Budget Narrative

Delete Optional Budget Narrative

View Optional Budget Narrative



**Other Attachment File(s)**

SUBMIT TO GRANTS.GOV ATTACHMENTS

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\* Mandatory Other Attachment Filename:

Add Mandatory Other Attachment

Delete Mandatory Other Attachment

View Mandatory Other Attachment

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To add more "Other Attachment" attachments, please use the attachment buttons below.

Add Optional Other Attachment

Delete Optional Other Attachment

View Optional Other Attachment

## Project Narrative File(s)

---

\* Mandatory Project Narrative File Filename:

Add Mandatory Project Narrative File

Delete Mandatory Project Narrative File

View Mandatory Project Narrative File

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To add more Project Narrative File attachments, please use the attachment buttons below.

Add Optional Project Narrative File

Delete Optional Project Narrative File

View Optional Project Narrative File



# Survey on Ensuring Equal Opportunity For Applicants

OMB No. 1890-0014 Exp. 2/28/2009

## Purpose:

The Federal government is committed to ensuring that all qualified applicants, small or large, non-religious or faith-based, have an equal opportunity to compete for Federal funding. In order for us to better understand the population of applicants for Federal funds, we are asking nonprofit private organizations (not including private universities) to fill out this survey.

Upon receipt, the survey will be separated from the application. Information provided on the survey will not be considered in any way in making funding decisions and will not be included in the Federal grants database. While your help in this data collection process is greatly appreciated, completion of this survey is voluntary.

## Instructions for Submitting the Survey

If you are applying using a hard copy application, please place the completed survey in an envelope labeled "Applicant Survey." Seal the envelope and include it along with your application package. If you are applying electronically, please submit this survey along with your application.

Applicant's (Organization) Name:	Travis County
Applicant's DUNS Name:	030908842
Federal Program:	2009 Justice and Mental Health Collaboration Program
CFDA Number:	16.745

1. Has the applicant ever received a grant or contract from the Federal government?

☒ Yes ☐ No

2. Is the applicant a faith-based organization?

☐ Yes ☒ No

3. Is the applicant a secular organization?

☐ Yes ☒ No

4. Does the applicant have 501(c)(3) status?

☐ Yes ☒ No

5. Is the applicant a local affiliate of a national organization?

☐ Yes ☒ No

6. How many full-time equivalent employees does the applicant have? (Check only one box).

☐ 3 or Fewer ☐ 15-50

☐ 4-5 ☐ 51-100

☐ 6-14 ☒ over 100

7. What is the size of the applicant's annual budget? (Check only one box.)

☐ Less Than \$150,000

☐ \$150,000 - \$299,999

☐ \$300,000 - \$499,999

☐ \$500,000 - \$999,999

☐ \$1,000,000 - \$4,999,999

☒ \$5,000,000 or more

## **Survey Instructions on Ensuring Equal Opportunity for Applicants**

OMB No. 1890-0014 Exp. 2/28/2009

**Provide the applicant's (organization) name and DUNS number and the grant name and CFDA number.**

1. Self-explanatory.
2. Self-identify.
3. Self-identify.
4. 501(c)(3) status is a legal designation provided on application to the Internal Revenue Service by eligible organizations. Some grant programs may require nonprofit applicants to have 501(c)(3) status. Other grant programs do not.
5. Self-explanatory.
6. For example, two part-time employees who each work half-time equal one full-time equivalent employee. If the applicant is a local affiliate of a national organization, the responses to survey questions 2 and 3 should reflect the staff and budget size of the local affiliate.
7. Annual budget means the amount of money your organization spends each year on all of its activities.

### **Paperwork Burden Statement**

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless such collection displays a valid OMB control number. The valid OMB control number for this

information collection is **1890-0014**. The time required

to complete this information collection is estimated to average five (5) minutes per response, including the time to review instructions, search existing data resources, gather the data needed, and complete and review the information collection.

**If you have any comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to:** The Agency Contact listed in this grant application package.

4

**Justice & Mental Health Collaboration Program FY 09-10 Competition ID BJA-2009-2037  
Executive Summary**

Travis County Juvenile Probation Department (TCJPD) began operation of its juvenile mental health court, COPE (Collaborative Opportunities for Positive Experiences) through an award from the Justice and Mental Health Collaboration Program in 2006. The purpose of this pre-adjudication juvenile mental health court is to divert youth with a diagnosed mental health disorder to a deferred prosecution program where, through a specialized court docket, youth and their families are connected to appropriate mental-health and support services. Over its first two years of operation, COPE has successfully established a formal process to divert youth to deferred prosecution, connecting them to mental-health treatment and other vital community services.

Under Category III Expansion criteria, the COPE Program intends to enhance existing partnerships and establish new collaborations to be more inclusive of female issues related specifically to female offenders and co-occurring disorders within TCJPD's juvenile mental health court. In addition, a Juvenile Probation Officer position will be added will have a specialized female specific caseload of MI/COD.

While COPE has experienced successes serving pre-adjudicated juveniles with mental health issues, additional goals remain. The gender-inclusive screening tool, "The Ohio Youth Problem, Functioning and Satisfaction Scale" will be used to identify and address female specific issues and co-occurring disorders. COPE services will expand providers of co-occurring and female specific services to low risk, first time juvenile offenders and increase collaborations with mental-health, integrated health care clinics, and substance-abuse treatment systems in Travis County. TCJPD requests \$200,000 over 24 months to provide therapeutic services for eligible juveniles and their families, and collaborate with community providers to meet collateral needs.

## 1. Statement of the Problem

Poverty and lack of access to mental-health services increase the likelihood that juveniles will come in contact with the juvenile justice system. Texas is fertile ground for this crisis, considering that, among all fifty states, it has the ninth highest overall poverty rate and eighth highest poverty rate for children less than eighteen years of age. (Travis County Community Action Network, Community Conditions Overview, March 2008). In Texas, among persons five years of age and older with a mental disability who were below the poverty level, the percentage went from 25.5% in 2004 to 28.6% in 2006; and in Travis County, from 23.4% to 28.9%. (U.S. Census Bureau, American Community Survey, 2004 and 2006). When gender is added to the mix of juvenile delinquency, it should be noted that “delinquent girls have often experienced physical, emotional, and sexual abuse, as well as family problems. Many suffer from physical and mental disorders and/or endure academic failure,” (Girls and the Juvenile Court System, Coalition for Juvenile Justice, juvjustice.org, Fact Sheet, 2008).

Current research shows that “criminal justice innovations and public policy mandates have brought mentally-ill substance abusers persons with dual-diagnoses into more frequent contact with the criminal justice system. (Comparison of Offenders with Mental Illness Only with Dual Diagnoses, Hartwell, Psychiatric Services, psychiatryonline.org, February 2004, Vol. 55, No. 2, pg. 145). Factoring gender into the equation of delinquency, “girls are detained disproportionately for misdemeanors, status offenses, and technical violations of probation and parole. They are detained on warrants and on overrides as a result of family chaos.” (Data Analysis Tables through a Gender Lens, Steps to Detention Reform for Girls). In fiscal year 2008, research from the Travis County Juvenile Probation Department (TCJPD) shows that TCJPD received 5,687 referrals; approximately one-quarter were female. Of these, there were

167 females found to have co-occurring issues; “violation of court order (probation)” was the most frequent referral offense.

It should be noted that “depression is a much stronger predictor for delinquency for girls than boys,” (Girls and the Juvenile Court System, Coalition for Juvenile Justice, [juvjustice.org](http://juvjustice.org), Fact Sheet, 2008). Youth in the COPE program have been exposed to a myriad of traumatic events, either as victims or as witnesses. Youth exposed to and/or experiencing violence in their homes may develop Post Traumatic Stress Disorder (PTSD) or other mental disorders, which then impact their ability to achieve normal developmental milestones in a timely manner, (Arroyo, 2001). In reviewing files of COPE youth, a trend was found in the self-reporting of trauma or abuse in female juveniles referred to TCJPD. Females tend not to provide a history of abuse at initial intake, however, a trauma issue may be revealed later to the COPE-Juvenile Probation Officer (JPO) when trust is established. Crimmins et al. (2000) suggest that if trauma is not resolved, negative residual effects may occur, including (1) alcohol and drug use, (2) involvement in violent activity, and (3) development of mental health problems such as PTSD. For many of these adolescent females, there appears to be a link between the experience of abuse and neglect, the lack of appropriate treatment, and the behaviors that lead to arrest.

Yet, as the number of juveniles entering the local juvenile-justice system with co-occurring disorders increases, obstacles in accessing services are a significant problem. Nationally, the number of uninsured children increased from 8 million (10.9 percent) in 2005 to 8.7 million (11.7 percent) in 2006 (U.S. Census Bureau, Press Release, August 28, 2007); for children in poverty, the number uninsured in 2006 was even higher: 19.3% (U.S. Census Bureau, *Income, Poverty, and Health Insurance Coverage in the United States: 2006*, August

2007). In Travis County, one in five residents is uninsured. (Community Action Network, Community Conditions Overview, March 2008).

Even for those families with some form of insurance for co-occurring disorders, coverage is insufficient in scope or duration to meet the juvenile's needs, or co-pays are prohibitive under increasingly difficult economic conditions. When, for instance, psychiatric services for juveniles can be located, restrictive eligibility requirements and application procedures for Medicaid preclude many families from accessing those services. As recognized locally, even in 2005, "due to the large number of uninsured and underinsured families, it is not easy for these families to find affordable mental health services. Last year, Texas served only 18% of children who needed mental health services and were eligible to receive them". (Texans Care For Children Fact Sheet 2009). Although the community has a number of public and non-profit mental health providers, surveys of these agencies indicate that the demand for low cost or no cost services often exceeds their capacity to provide timely access to treatment.

Perhaps the most critical obstacle in meeting the co-occurring disorders of juveniles in Texas and Travis County is the shortage of psychiatrists. According to the Hogg Foundation, there are only 408 active psychiatrists in the State of Texas; furthermore, 80 percent of Texas counties have no child/adolescent psychiatrists. MHMR, a COPE collaborative partner, is the only entity in Travis County that accepts new Medicaid patients for psychiatric services; however, even though a therapist is usually assigned in 3-4 weeks, a psychiatric appointment may take 3-4 months.

Although COPE provides individual and family therapy to all program participants, currently there is no direct gender-specific or co-occurring disorder programming. Youth in the juvenile-justice system with unmet co-occurring disorders are more likely to be unsuccessful at

home, in school, and in the community. Factors causing them to be at risk to re-offend has led COPE to continue and expand its local collaborative efforts. One of these continued efforts is participation in the Austin Mayor's Mental Health Task Force, comprised of over *forty* Travis County agencies, including TCJPD. The Task Force was charged with examining the mental health of the Austin/Travis County community, with particular emphasis on four critical areas: (1) education and community awareness, (2) justice systems, (3) housing, and (4) short- and long-term treatment.

A local community collaboration is the Child and Youth Mental Health Planning Partnership where TCJPD and 40 other public/private community agencies have agreed to develop an "Action Agenda to Guide Strategic Action Planning." This agenda has set goals of improving the assessment and recognition of mental-health needs in children and the infrastructure for children's mental-health services and increasing access to and coordination of quality mental health services. Another local government agency is the Mental Health Forum: Texans Care for Children through the Hogg Foundation for Mental Health. The Forum addresses state and local funding solutions to improve access to mental health services for children.

Currently, a gap within COPE is the absence of gender specific programming that targets females only. The programs within COPE target both genders and focus only on their mental health diagnosis. There could be a number of opportunities through the pre-adjudication process to advocate for alternatives to adjudication and provide gender specific co-occurring treatment. Psychiatric services are another critical gap identified. The following agencies, Seton Shoal Creek Hospital, the People's Community Clinic (PCC), Safe Place and Counseling for Life, are not currently involved with COPE, however, they work with gender specific populations. Components needed to fully expand the current program would include: Seton

Shoal Creek, to provide gender specific co-occurring intensive outpatient drug treatment; Safe Place, a non-profit agency that provides services for youth and families that have experienced domestic violence and sexual assault; Counseling for Life, to provide gender specific groups for girls that address sexual trauma and abuse recovery, anger management, family and individual counseling and People's Community Clinic (PCC), to provide integrated healthcare, including psychiatric and medication management. Lastly, we would hire an additional juvenile probation officer to serve a specialized case load of girls. The funding requested in this grant will be used to purchase the referenced services and hire the additional JPO.

## **2. Project Design and Implementation Expansion Applicants (Category III)**

COPE gender responsive programs will provide girls access to a range of gender specific and co-occurring services in order to reduce detention, provide disposition alternatives and prevent recidivism. Early intervention is critical when working with the mentally ill and co-occurring disorders (MI/COD) youth whose minor or non-violent offenses should whenever possible be diverted away from detention towards treatment, services and supervision in their local community.

The program expansion goal is to improve the emotional, behavioral and academic functioning of juveniles with an emphasis on female gender specific MI/COD treatment, supervision and long term community supports. The program's expansion objectives include: reducing recidivism of juveniles with co-occurring disorders; expand therapeutic services to address gender specific problems; provide individual, family and group therapies to include treatment of females with health concerns such as pregnancy, STD testing, parenting and general female healthcare; expand collaboratives with other community agencies to improve the availability of cost-effective integrated healthcare and co-occurring treatment; improve the



competence of court and mental health professionals who work with justice involved youth with MI/COD disorders; improve the accessibility of cost effective psychiatric, mental health and co-occurring disorder treatment of justice involved youth; hire a Juvenile Probation Officer (JPO) to carry a specialized female caseload.

The proposed expansion of the COPE will be accomplished by increasing collaborations with new organizations. The proposed agreement with the People's Community Clinic (PCC) will enable the COPE to link the youth and family with PCC for long term medical and mental health care from the start. The PCC "Goals Program" focuses on integrating behavioral and developmental health into a comprehensive, supportive primary care model. Included are access to a psychiatrist, medication management, routine screening, evaluation, and management of youth with more complex behavioral and developmental issues, and ongoing coordination of care within a medical home. This model acknowledges mental health care as a necessary and normal part of adolescent primary health care services. A referral to PCC's "Goals Program", will provide additional gender specific services on a long term basis. The program also is a foundation for the development of family support systems. ~~TCJPD~~ has a psychiatrist that will evaluate and monitor medications while youth are in the COPE program. The new collaboration will enable TJPCD to decrease the current demands on the in-house psychiatrist.

Safe Place is a non-profit agency that serves individuals that have experienced domestic violence and sexual assault. Safe Place is willing to provide therapeutic and educational groups for girls and boys on healthy relationships, including their curriculum on "Expect Respect". "Expect Respect" is an evidence based program that is well known nationally and has proven very successful in improving relationships in the youth's home and in dating. Specifically, Safe

Place will offer 24-session "Expect Respect" groups for middle and high school girls. A parent support group may also be offered simultaneously.

Counseling for Life is a non-profit therapeutic service that provides a low cost adolescent girl's group called "Sexual Trauma and Abuse Recovery/S.T.A.R.". The group will address the damage and impact of abuse while incorporating Cognitive Behavioral Therapy (CBT), a highly effective therapy modality with this population, which provides practical skills and tools necessary for healing and moving on in life. Counseling for Life also has multiple bi-lingual male and female therapists.

To address co-occurring disorders, Seton Healthcare Network (the largest healthcare provider in Travis County and Central Texas) has agreed to collaborate with the COPE Program by offering intensive out-patient services at Shoal Creek Hospital. Group meetings will include four three-hour parent-and-juvenile group meetings each week. Parents will be encouraged to attend an Al-A-Non group. A Seton treatment team consisting of the Medical Director of the Psychiatric Unit and the License Social Worker or LCDC Therapist will lead all of the meetings, whether teen-only or parent-and-juvenile. Significantly, The Seton Healthcare Network is willing to negotiate a reduced rate for these services.

The identified target population of COPE will be non-violent, first time offenders with MI/COD ages 10 to 16 years old with an emphasis on females. The projected number of individuals to be served as a result of the expansion will be 60 unduplicated juveniles with MI/COD and could be involved with COPE longer than 6 months due to their specific needs and co-occurring issues.

The COPE Coordinator has established a network of therapists and has identified a screening tool, "Ohio Scales" to identify gender specific problem areas. Juveniles with gender

specific issues accepted into the COPE program will be evaluated and identified by the COPE Team at the staffing for MI/COD. Once accepted, the youth and family will be assigned to a COPE JPO. The COPE Coordinator and the JPO will complete the "Ohio Scales" at the initial home visit and develop a comprehensive treatment plan which incorporates the youth's mental health assessment and the "Ohio Scales" outcome. The COPE Coordinator will link each youth with a COPE provider(s) that will best fit the youth's needs, such as location, gender, and therapeutic specialties. In addition, COPE will also link the family with a mental health provider; assess the family's type of insurance and whether they have a primary care physician. Approximately 45% of the COPE families served do not have a primary care physician, but depend on the emergency rooms of local hospitals to meet their mental health needs.

Currently, TCJPD and MHMR are partners in a collaboration with The Children's Partnership. Additional partners in this collaboration are four local school districts, the Travis County Health and Human Services and the Texas Department of Family and Protective Services. The Children's Partnership is a Travis County System of Care initiative that utilizes the "wraparound" approach of service delivery to meet the complex mental-health and other needs of juveniles and their families. Over one hundred community providers now participate in The Children's Partnership's Provider Network. A number of COPE youth have been linked to this network that have been diagnosed with severe mental health disorders, learning disabilities and on going behavior needs. The Children's Partnership Providers working with the youth and families attend the COPE family meetings in order to facilitate continuity of care in regards to services.

The expanded collaborative efforts will result in meeting state and local justice and mental health plans and program. After identifying mental health needs, as well as gaps and

sources of fragmentation in mental health services, the Mayor's Mental Health Task Force delineated a set of criteria to measure the characteristics of a mentally healthy community and recommended actions necessary to transform Austin's system of mental health care. In addition, the Task Force evaluates and advocates for a more integrated healthcare system in Travis County in order to meet the needs of not only medically ill populations but also those who suffer from behavioral health problems. They have found that failing to treat medical or psychiatric co-morbidities decreases an individual's chances for successful recovery and overall health, (Hogg Foundation for Mental Health Integrated Health Resource Guide, 2008). The 2009-2010 Capital Area Planning Council of Government (CAPCOG) Community Plan supports in its list of priorities, programs that promote family stability, designed to strengthen family support systems in an effort to positively impact the lives of youth and divert them from a path of serious, violent and chronic delinquency. COPE strategies of front-end diversion of juvenile offenders with co-occurring disorder fits into the Community Plan.

COPE-JPO's provide linkages to community agencies that assist the youth and family with ancillary resources. The COPE-JPO's assist the youth and family with housing problems (e.g., eviction due to behavior of child, family violence issues with spouse, increase in rent, financial issues). COPE utilizes the local shelters for assistance as well as several faith based housing resources. COPE also collaborates with various agencies that serve the homeless or will assist with funding for rent, deposits or actual housing options. COPE collaborates with several of the community food banks and faith based food pantries when our families are in need of food and personal care items. COPE also assists the family with gift cards from the local HEB grocery stores. COPE provides assistance in obtaining community services such as WIC, medical care, pediatrician services and other resources to meet the needs of the youth and family. COPE also

provides community resources for clothing, furniture, and household needs. COPE-JPO's provide assistance in obtaining employment assistance through community job fairs, community agencies that work with disabilities; summer youth job programs and job opportunities for parents. COPE also assists youth in seeking out and obtaining vocational training and fees when pursuing a GED. COPE provides monthly student bus passes to assist the youth in utilizing the transit system to attend drug treatment programs, therapy, school (if suspended from school transport) and attending family meetings. COPE also provides adult bus day passes for job hunting, attending daily appointments and family meetings, when the family has no viable transportation of their own. COPE provides a direct link to county emergency funds when a youth or family has emergency needs that interfere with their daily living. Travis County Health and Human Services are able to assist the family in rent money, deposits, flex funding for delinquent bills, need for telephone service, and car payments. When working with young females that are pregnant, COPE has a direct link to assistance with parenting classes, pre-natal care, assistance with new baby needs, and on going case management services from pregnancy up to the birth and after the birth. COPE also has linkages within the community for teens that are pregnant and either have to leave home or do not have a safe place to live.

The expansion will improve the current functioning of the COPE through proposed gender specific and co-occurring services. To date 64 juveniles have successfully completed COPE and 15 mental-health providers offered services that, prior to COPE, were not available to the children in the Travis County juvenile probation department.

Expansion of the COPE Program to include gender-specific programming and to address co-occurring disorders will begin with juveniles that are referred to TCJPD. These juveniles will be assessed and screened at intake. Criteria for entering COPE will include having a diagnosis

under Axis I of a mental health disorder and will include a substance abuse disorder. Widom and Kuhns (1996) examined the extent to which childhood abuse and/or neglect increases the risk of promiscuity, prostitution, and pregnancy among traumatized teens. Connection with others is a central organizing feature of development in girls. Likewise, much of the trauma they face is interpersonal and relational in nature. COPE and its collaborating partners will design group therapies and programs to help girls negotiate gender and family roles, determine appropriate boundaries in relationships, and avoid conflict and violence in dating relationships. COPE will also assist girls to learn appropriate coping strategies and constructively explore and resolve their feelings through consistent, positive interaction with members of our new partnering agencies at Seton Shoal Creek, Safe Place, Counseling for Life and People's Community Clinic. According to Simkin and Katz (2002), girls who are victims of extreme abuse often act out in ways that cause them to be arrested, and subsequently they are routinely criminalized by the juvenile system. Ford's (2002) review of the research on the development of oppositional defiant disorder and conduct disorder indicates that victimization and PTSD are prevalent among girls, as well as boys, with these disorders. Exposure to trauma also increases the risk of illicit substance use and subsequent victimization among girls, who may wind up in the juvenile justice system.

The needs of COPE parents are multiple and significant, requiring a substantial investment of time by the JPO and the COPE Coordinator, if the youth are to be successful in the program. To date, 40% of the juveniles served by COPE have had one or more parents or guardians with a mental-health disorder or drug and/or alcohol abuse addiction. Many of those juvenile are being raised by an extended family member due to a parent's mental-health or substance-abuse issues. In part, these parents are in need of assistance from COPE not only because of a shortage in mental health services, but also due to obstacles accessing health

insurance coverage. When insurance plans provide for mental-health benefits, they are usually limited and do not sufficiently meet the families' needs. Most COPE families have no insurance or are dependent on Medicaid for healthcare coverage. But, obtaining or keeping Medicaid poses challenges for these families; many do not have the ability to navigate through the Medicaid process, usually because of mental-health or substance-abuse issues. To help families overcome barriers in accessing available services caused by lack of insurance, COPE collaborates with insure•a•kid, an Austin non-profit organization that assists low-income families in obtaining Medicaid and other health insurance coverage through government-funded programs. If a COPE family is eligible for Medicaid or another insurance program, insure•a•kid assigns one of its case-managers to assist the family, in their home, to complete the application process.

Even when access issues are addressed, critical deficiencies in the availability of psychiatric services still remain. In an attempt to address this shortage, TCJPD expanded its contract for psychiatric services with the current TCJPD-contracted psychiatrist. Prior to the inception of the COPE Program, this psychiatrist provided psychiatric services only to those juveniles actually in detention. Currently, the psychiatrist performs psychiatric evaluations and medication reviews for juveniles in COPE who do not have another psychiatric provider. Upon discharge from COPE, juveniles are linked to the MHMR psychiatrist if eligible for services.

The COPE providers that have current contracts with TCJPD are willing to provide gender specific services in addition to the current services of individual and family therapy. A current COPE provider, The Austin Family Institute (AFI) will add a gender-specific group therapy for female youth facilitated by female therapists for issues such as, but not limited to anger management, role in the family, sexual abuse and male violence. The Samaritan Center

will offer additional gender specific groups to address eating disorders, self esteem/self worth skills and parenting. Providence of Texas will provide additional gender specific groups focusing on psycho-educational programs such as parenting skills and anger management that will provide stabilization and assistance to the youth and families. Lastly, two psychologists are under contract with COPE and provide services specifically targeted to youth who have Aspergers, Pervasive Development Disorder and other Autism Spectrum Disorders at a low negotiated price.

### **3. Capabilities/Competencies (20 of 100)**

The COPE Program is very structured and every juvenile entering the COPE program receives a mental-health assessment or psychological. The inclusion of the "Ohio Scales" will ensure gender-specific issues might be better assessed at the initial intake. This screening tool will also improve identification of co-occurring disorders in juveniles referred to TCJPD. This screening tool is comprised of a self survey from the youth, the parent and the assigned JPO. The specific questions on each form focuses specifically on how the youth and family view their current situation, problem areas and whether they have the motivation to change. The probation officer form is used as an observational tool from the officers prospective and all the forms are used to develop a service plan unique to each juvenile. Generally, each plan calls for the juvenile to participate in individual therapy and also in family therapy. The COPE Coordinator matches each juvenile and family to a particular therapist or agency and then makes a referral. If the juvenile or family is Spanish-speaking, as is true for several involved with COPE, referrals will be made to Spanish-speaking providers. Therapeutic interventions usually occur in the juvenile's home, both as a convenience to the family and as a means to overcome transportation barriers. The juvenile's progress on the service plan is supervised by



COPE JPO's who work only a caseload of COPE juveniles. The COPE Coordinator oversees the program, providing supervision and support to the JPO's as needed, and scheduling and facilitating all COPE proceedings. In addition, the COPE Coordinator links monitors and evaluates therapeutic services to insure they are a "good fit" with the needs of the family.

To emphasize that COPE is a strength-based diversionary program and not a court process, even though it is a juvenile mental health court program, COPE proceedings are identified in non-court terms. Instead of "hearings," "family meetings" are held anywhere from weekly to every six weeks depending on how far the juvenile has progressed in the program. The length of the COPE Program is between 6 months and 1 year. Upon successful completion the juveniles pending charge will be dismissed. At the Family Meetings, the juvenile, family, and providers are present, along with the COPE Team, the specialized court team consisting of the Mental Health Court Judge, a Juvenile Public Defender, an Assistant District Attorney, the head of Probation's Juvenile Assessment Center, the COPE Coordinator, and the two Deferred Prosecution Officers. The juvenile's service plan is reviewed for continued appropriateness and completeness of services; compliance with the plan is also addressed. Because COPE is a strength-based program, the juvenile is invariably praised for some progress with the service plan, and often rewarded with some incentive such as a movie pass or merchant gift card. If a juvenile has failed to comply with the service plan, the COPE Team will apply constructive criticism and may impose some form of sanction or consequence for the non-compliance (for example, community service hours). COPE has effectively diverted juveniles with mental-health disorders from the formal court process and from further involvement in the juvenile-justice system over its first two years of operation. The Team has continuously evaluated the program to better serve its children and families.

Currently, the COPE Coordinator and the JPO's share case-management responsibilities on each COPE case. These responsibilities include implementing, coordinating, and monitoring services with numerous community providers; insuring continuity of care; scheduling appointments; attending meetings with the juvenile, family, school officials, and providers; and continually evaluating any need for additions to or changes in service plans. Travis County Juvenile Probation Department (TCJPD) and Austin Travis County Mental Health and Mental Retardation (MHMR) collaborate to increase access to mental health services for juveniles. MHMR provides counseling, psychiatric services, and medication management, in addition to offering Psychiatric Emergency Services/PES and a Mobile Crisis Outreach Team (MCOT) to the COPE youth and families on a 24/7 basis. MHMR will continue to be an option to provide services to eligible youth and families after the youth graduates from COPE. Parent liaisons, parent coaches, case management, respite, tutoring and mentors are included in the on-going program through Children's Partnership's Network of Providers and will continue to work with the family for as long as the family has a need.

~~Members of the COPE Advisory Council are a diverse group and include school~~  
professionals, COPE contracted providers, Children's Partnership, TCJP Deputy Chief, COPE Project Judge, Austin Travis County Mental Health Mental Retardation (ATCMHMR), Travis County Juvenile Public Defender, Travis County District Attorney, Texas Family Support Services, ARC of the Capital Area, The Hogg Foundation, Travis County Health and Human Services, COPE –JPO's, and National Association of Mental Illness (NAMI) Austin/Texas, Chapter. One family member and one juvenile chosen from COPE graduates also serve on the Advisory Council. The meetings are quarterly and have become an important source for ongoing communications, networking, and learning about community resources. The ongoing

work of the Advisory Council includes: providing advise regarding program direction in light of community needs, being aware of program management and activities such as data collection, monitoring, and evaluation, public education and assuring continuity of care, sharing responsibility for the identification and maximization of resources and community ownership to sustain project services, reviewing cultural issues and needs of particular populations served by the mental health court, and sharing information about community resources.

Significant milestones of the COPE Advisory Council include an increase in participants to include twenty (20) agencies that are involved with children and mental health issues, community providers, key finance officers of TCJPD and a COPE youth and family member. Through the Advisory Council, exposure has resulted in more public speaking engagements, a positive community awareness of the program, more referrals from private attorneys, and more agencies seeking collaboration with the mental health court. Stakeholder support will be measured by attendance at quarterly COPE Advisory Council Meetings (agencies represented). Expansion of co-occurring disorder services will be measured by successful collaboration with local hospitals or individuals to provide co-occurring disorder services to COPE youth.

COPE stakeholders include Austin, Manor, Pflugerville, and Del Valle Independent School Districts. The behavioral and special education staff assist the COPE Probation Officers with making sure the COPE youth has a comprehensive behavior plan to address the child's mental health needs, updated Admission Review and Dismissal (ARD) and improved parent participation in school related issues. Another essential education stakeholder is ARC of the Capital Area, a non-profit organization, committed to promoting independence and choice by

providing individualized services to children with developmental disabilities. ARC advocates for COPE youth and their families by providing educational assistance, helping families to discover and develop their strengths, representing the juvenile in state-mandated educational ARD meetings and providing a behavioral specialist in moments when a juvenile may act out behaviorally thus needing to calm down in the least restrictive area. Other stakeholders include therapists who provide counseling services to the COPE youth, Juvenile Court Judge, Juvenile Public Defender, Juvenile Assistant District Attorney and a representative from the Texas Alliance for the Mentally Ill. In addition, a representative from all of our new collaborations will be invited to participate in the Advisory Council. The COPE Program will continue to assist families to enroll in Medicaid in order to obtain treatment of co-occurring disorder. This will be measured by the number of families COPE enrolls and connects families to a case-manager from insure-a-kid. The COPE Coordinator is cross-trained on the insure-a-kid Mediator Program in order to assess their need for insurance. Currently, 100 percent of COPE families have been enrolled with CHIP or Medicaid as a result of COPE services.

~~Potential barriers that could impact the success of the youth and families in the COPE~~  
program include: the lack of family participation; the main care giver having a mental health disorder which is affecting the well-being of the juvenile; and the unavailability of psychiatrists to serve the youth and family on a long term basis.

These barriers will be overcome by offering the family support, and educating them on the benefits of participating in the COPE program and involvement with the various service providers, setting an immediate appointment with a family physician or psychiatrist within MHMR, or People's Community Clinic and providing intensive case-management services through the COPE Coordinator. The most critical obstacle in meeting the co-occurring

disorders of juveniles in Travis County is the limited access to psychiatric care and on going medication monitoring in a timely manner. We expect our collaboration with People's Community Clinic will address the psychiatric issues.

Upon completion of the COPE program each family is given a "Family Survey" to provide feedback regarding the progress they made as a family and improvements in their juvenile's overall health. Direct feedback from the youth and family is used in evaluation of the COPE Program. The "Ohio Scales" will also be used as a closing assessment and will be completed by the youth and parent, as well as the Probation Officer.

## **5. Impact/Outcomes, Evaluation, Sustainment, and Performance Measure Data**

### **Collection Plan (15 of 100)**

Performance outcomes will be assessed by the Research Unit, utilizing data kept in the Caseworker data base along with additional data kept in the COPE Access data base. Program completion rates will be determined based upon the aggregation of each participants' outcome (successful or unsuccessful) as determined at program exit. Re-referral rates will be examined ~~on two levels. On the first level, re-referral of juveniles while in the program will be tracked,~~ based upon referral information in Caseworker. At the second level, re-referral to the department or arrest as an adult within one year will be tracked by referral information in Caseworker along with adult arrest information provided by the Travis County Sheriff's office. "The Ohio Scales" given pre- and post for each juvenile and parent, in addition to each JPO will be documented and compiled to show progress. Data concerning COPE participation and outcomes will be entered by COPE staff into TCJPD's Caseworker data base, and in an Access database designed to maintain information not otherwise kept in Caseworker. Annually a

comprehensive program evaluation is conducted. All analyses of participation or outcome data will be performed by the TCJPD's Research Unit.

Federal funding through this grant will be used to supplement, not supplant, existing resources.

Travis County Juvenile Probation Department, Austin/Travis County MHMR, and the People's Clinic will leverage existing funds, staff, and county resources to sustain this project. The Department will absorb portions of staffing costs of the Program to continue service delivery. Additional resources continue to be researched and requested.

## PROBLEM STATEMENT

*A disproportionate number of juveniles in the justice system have co-occurring and mental health challenging disabilities. There is an increase of females entering and remaining in the juvenile justice system graduating into the adult criminal system.*

## ASSUMPTION

Early intervention is critical in the areas of juvenile justice when working with mentally ill, co-occurring youth. Youth whose offenses are minor or non-violent, should whenever possible be diverted away from detention towards treatment, services and supervision in their local community.

## TARGETED POPULATION

Pre-adjudicated youth with an emphasis on females participating in the Travis County Juvenile Probation Department (TCJPD), Deferred Prosecution Unit (DPU), ages 10-17 with a diagnosis of mental health or co-occurring disorders.

## INPUTS

### Time

### Two year implementation and expansion

- Juvenile Probation Officer (grant funded)
- Mental/Co-occurring Treatment Services (grant funded)
- Justice system professional staff
- Program Coordinator
- Training (grant funded)
- External technical support (provided by BJA)

## OBJECTIVES

Reduce recidivism of juveniles and female gender specific with co-occurring disorders in the juvenile justice system

Expand therapeutic services to address gender specific, individual, family and group therapies. As well, gender specific programs and treatment for females with co-occurring disorders, health concerns such as pregnancy, STD testing, parenting and general female health care

Expand collaboratives with other community agencies to improve the availability of cost-effective integrated health care, mental health/co-occurring and psychiatric services

Improve the competence of Court professionals and mental health professionals who work with justice involved youth with mental/co-occurring disorders

Improve the accessibility of cost-effective mental health treatment and co-occurring disorder treatment of justice involved youth

Hire a JPO whose caseload would include a specialized caseload of females

## ACTIVITIES

### COPE PROCESS

- Conduct assessments prior to staffing juvenile
- Staff juveniles for entry into COPE
- Conduct pre & post Ohio Scales
- Facilitate linkage, monitor and evaluate treatment and community services
- Monitor and facilitate compliance through COPE team
- Reviews and family team meetings
- Facilitate communication among justice and community professionals through the advisory council

### LINKAGE TO CO-OCCURRING DISORDER SERVICES

- Improve assessment processes to include Ohio Scales
- Assess the needs and develop treatment plan
- Expand service providers to serve co-occurring disorders
- Expand collaboration with agencies to provide specialized treatment programs for females

### MENTAL HEALTH COURT/ JUVENILE JUSTICE TRAINING

- Attend required grantee training
- Cross training between juvenile justice and treatment professionals
- On-going training for COPE personnel

## OUTCOMES

- Decrease the number of COPE participants who recidivate while in the program
- Increase the number of program participants who successfully complete the program
- Increase the number of females with co-occurring disorders who successfully complete the program
- Increase the number of co-occurring services for female participants
- Increase number of integrated health care partnerships
- Increase number of government partnership compacts formed among mental health, municipal, county and state government elected officials to address juvenile mentally ill offenders
- Increase types of therapeutic services to include groups addressing anger management and gender specific issues

## GOAL

To improve the emotional, behavioral and academic functioning of juveniles with an emphasis on female gender specific mental illness and co-occurring treatment, supervision and long-term community support

## COLLABORATIVE OPPORTUNITIES FOR POSITIVE EXPERIENCES

(COPE)

TRAVIS COUNTY JUVENILE MENTAL HEALTH COURT (BJA-2009-2025)

JUSTICE AND MENTAL HEALTH COLLABORATIVE PROGRAM

(CDFA #16,745)

## **BRIEF BUDGET NARRATIVE SUMMARY**

Travis County Juvenile Probation is requesting \$200,000 in federal funds with County matching dollars of \$50,000. These funds will be used for our Justice and Mental Health Collaboration Program.

The following key items to be funded:

- **Juvenile Probation Officer** -The Juvenile Probation Officer (JPO) will carry a specialized caseload of mentally ill and co-occurring females (MI/COD). The JPO along with the COPE (Collaborative Opportunities for Positive Experiences) Coordinator will complete the Ohio Youth Problems, Functioning and Satisfaction Scales at the initial home visit. The JPO will assist the COPE Coordinator to develop a treatment plan encompassing the youth's mental health assessment and the Ohio Scales outcome.
- **People's Community Clinic**-provide integrated health care including mental health, psychiatric and medication management.
- **Seton Shoal Creek Hospital**-provide intensive out-patient services for youth with co-occurring disorders. Seton Shoal credit is providing a 50% reduction to their standard charges for youth entering the program.
- **Individual Counseling for program youth**- Contractual agreement with various counselors to provide professional confidential individual and family counseling services for Juveniles. This includes the Austin Family Institute, Terry Carvajal, Laura Guli, etc.
- **Group Counseling for program youth**- Contractual agreement with various counselors to provide professional confidential group counseling services for Juveniles. This includes the Safe Place and Counseling for Life, etc.
- **Travel**-BJA required training and local mileage.
- **Other/Supplies/Equipment**-Supplies and Equipment for Juvenile Probation officer regarding the day to day operations of the grant. Incentives for motivation and rewards when they meet a goal or graduate to a new level. In House training for staff and community partners. Bus passes for youth to assist in travel to therapy, meetings, etc.
- **Amount of matched funds**-A 20% match of total project cost is required of this grant. To meet this requirement, two of the Department Juvenile Probation's staff will be used as the required match and this match has been calculated at \$50,000 (20% of the total project costs).
- **Indirect Costs**: The indirect cost covers administrative expenses related to program management.

**Attached detailed budget and narrative are in section 4.**



**BUDGET DETAIL WORKSHEET**

<b>A. Personnel</b>		
Name/Position	Computation	Cost
Juvenile Probation Officer Level III	41,670 x 100% (Year 1)	41,670
	42,948 x 100% (Year 2)	42,947
<i>The Juvenile Probation Officer (JPO) will carry a specialized caseload of mentally ill and co-occurring females (MI/COD). The JPO along with the COPE (Collaborative Opportunities for Positive Experiences) Coordinator will complete the Ohio Youth Problems, Functioning and Satisfaction Scales at the initial home visit. The JPO will assist the COPE Coordinator to develop treatment plan encompassing the youth's mental health assessment and the Ohio Scales outcome. A 3% cost of living/performance-based increase has been calculated for year one and two meet with County standards.</i>		
<b>Total</b>		<b>\$84,617</b>

<b>B. Fringe Benefits</b>		
Name/Position	Computation	Cost
Juvenile Probation Officer Level III	57,783 x 27.885% = 16,113 (Year 1)	16,113
	59,478 x 27.489% = 16,350 (Year 2)	16,350
<b>A 10% increase for hospitalization in year one to meet with County standards.</b>		
<b>Total</b>		<b>\$32,463</b>
<b>Total Personnel and Fringe Benefits</b>		<b>\$117,081</b>

<b>C. Travel</b>				
Purpose of Travel	Location	Item	Computation	Cost
BJA Training (year 1)	TBD	Airfare	\$400 x 3 staff	1,200
BJA Training (year 1)	TBD	Hotel Accommodations	\$200 x 3 nights x 4 staff	1,800
BJA Training (year 1)	TBD	Meals Per Diem	\$34 x 3 days x 4 staff	306
BJA Training (year 1)	TBD	Ground Transportation	\$33 x 3 days + \$150 gas	249
BJA Training (year 1)	TBD	Airfare	\$400 x 3 staff	1,200
BJA Training (year 1)	TBD	Hotel Accommodations	\$200 x 3 nights x 4 staff	1,800
BJA Training (year 1)	TBD	Meals Per Diem	\$34 x 3 days x 4 staff	306
BJA Training (year 2)	TBD	Ground Transportation	\$33 x 3 days + \$150 gas	249
Local Mileage (year 1)	Austin area	Local Transportation	.50 cents a mile/1,000 miles	500
Local Mileage (year 2)	Austin area	Local Transportation	.50 cents a mile/1,000 miles	500
<i>Three staff members will attend required BJA training. Local transportation is for the JPO and COPE Coordinator for meetings with network providers, in home visits, etc.</i>				
<b>Total</b>				<b>\$8,110</b>

## Travis County Juvenile Probation Department—Justice and Mental Health Collaboration Program COPE Expansion FY09-FY10

<b>D. Equipment</b>		
Item	Computation	Cost
Desktop computer and software	\$1,150 x 1	1,150
Microsoft software	\$311 X 1	311
<b>Total</b>		<b>\$1,461</b>

<b>E. Supplies</b>		
Supply Items	Computation	Cost
Office Supplies (Year 1)	(Pencils, paper, staplers, day to day operations, bus passes, etc.)	500
Office Supplies (Year 2)	(Pencils, paper, staplers, day to day operations, bus passes, etc.)	500
UA Kits (Year 1)	162 kits @ \$3.20	519
UA Kits (Year 2)	162 kits @ \$3.20	518
Cellular Air Time (Year 1)	\$40/month X 12 months	480
Cellular Air Time (Year 2)	\$40/month X 12 months	480
Bus Passes (Year 1)	100-3 day passes @ \$5 for 12 months	500
Bus Passes (Year 2)	100-3 day passes @ \$5 for 12 months	500
<i>Office supplies will be used for the daily operations of the program. County established budget for employee supplies. This will include notebooks, folders, paper, toner, etc. Bus Passes are to assist Juveniles in transportation to various therapy sessions, Mental Health Court appearances, JPO meetings, etc. Cellular airtime is the COPE Coordinator and JPO to maintain contact with various partners in the community and Juvenile Probation staff when they are traveling. This will include notebooks, folders, paper, toner, etc. UA Kits to test the juveniles for substance abuse.</i>		
<b>Total</b>		<b>\$3,997</b>

<b>G. Consultants/Contracts</b>			
Name of Consultant	Service Provided	Computation	Cost
Various Local Counselors (Year 1)	Therapist	Provide mental health assessment and counseling services. 207 hours @ \$65-\$100 an hour.	13,455
Various Local Counselors (Year 2)	Therapist	Provide mental health assessment and counseling services. 207 hours @ \$65-\$100 an hour.	13,455
TBD (Year 1)	Group Counseling	4 months (16 weeks) 8-10 juveniles 3 times a week for an hour @ \$85 hour; 2 programs a year.	8,160

## Travis County Juvenile Probation Department—Justice and Mental Health Collaboration Program COPE Expansion FY09-FY10

TBD (Year 2)		4 months (16 weeks) 8-10 juveniles 3 times a week for an hour @ \$85 hour; 2 programs a year.	8,160
Seton Shoal Creek Hospital (Year 1)	Group Counseling Intensive Out patient treatment for co-occurring disorders of mental illness and substance abuse	Consists of four 3 hour parent and child sessions a week. Serving 4 juvenile a year @ \$2,000 each. Seton will provide a match of \$2,000 for each youth.	4,000
Seton Shoal Creek Hospital (Year 2)	Intensive Outpatient treatment for co-occurring disorders of mental illness and substance abuse	Consists of four 3 hour parent and child sessions a week. Serving 4 juvenile a year @ \$2,000 each. Seton will provide a 50% reduction of \$2,000 for each youth.	4,000
Peoples Community Clinic (Year 1)	Provide integrated health care including mental health, psychiatric and medication management	TBD	4,000
Peoples Community Clinic (Year 2)	Provide integrated health care including mental health, psychiatric and medication management	TBD	4,000
<b>Contractual agreement with various counselors to provide professional confidential counseling services (individual and group) for Juveniles. This includes the Austin Family Institute, Terry Carvajal, Laura Guli, Safeplace, Counseling for Life etc. For group counseling the county will work to negotiate the rate to no greater than \$85 a session. Seton Shoal Creek Hospital will provide intensive outpatient treatment for co-occurring disorders with a 50% cost reduction of \$2,000 for each youth. Peoples Community Clinic will provide an integrated health care program.</b>			
<b>Total</b>			<b>\$59,230</b>

<b>H. Other Costs</b>		
Description	Computation	Cost
Incentives (Year 1)	Approximately \$10 per youth served.	1,500
Incentives (Year 2)	Approximately \$10 per youth served.	1,500
TBD	Seminar costs and in house training 1-2 events @ < \$450 each	750
Chair	\$320 x 1	320
Desk	\$350 x 1	350
Key Board Platform	\$195 x 1	195
File Cabinet	\$135 x 1	135
Cabling for Phones/Computers	\$500 x 1	500

## Travis County Juvenile Probation Department—Justice and Mental Health Collaboration Program COPE Expansion FY09-FY10

Phone (Basic Display)	\$200 x 1	200
TBD	Seminar costs and in house training 1-2 events @ < \$450 each	750
<i>The desk, chair, filing cabinet, etc. will also be used by the Juvenile Probation Officer. Phone and computer cabling for access to Travis County information systems and communication. Incentives for motivation and rewards when they meet a goal or graduate to a new level. This will include gift cards from Target, McDonalds, HEB, Regal Cinema's (movie passes). In House training for the Juvenile Probation staff and community partners.</i>		
<b>Total</b>		<b>\$6,200</b>

<b>I. Indirect Costs</b>		
Description	Computation	Cost
Indirect Cost (Year 1)	\$98,787 x 2% indirect cost rate	1,977
Indirect Cost (Year 2)	\$97,291 x 2% indirect cost rate	1,944
<i>The indirect cost covers administrative expenses related to program management.</i>		
<b>Total</b>		<b>\$3,921</b>

*Travis County Juvenile Probation Department—Justice and Mental Health Collaboration Program COPE Expansion FY09-FY10*

<b>Budget Summary</b>	
<b>Budget Category</b>	<b>Amount</b>
<b>A. Personnel</b>	<b>\$84,617</b>
<b>B. Fringe Benefits</b>	<b>\$32,464</b>
<b>C. Travel</b>	<b>\$8,110</b>
<b>D. Equipment</b>	<b>\$1,461</b>
<b>E. Supplies</b>	<b>\$3,997</b>
<b>F. Construction</b>	<b>\$0</b>
<b>G. Consultants/Contracts</b>	<b>\$59,230</b>
<b>H. Other</b>	<b>\$6,200</b>
<b>Total Direct Costs</b>	<b>\$196,079</b>
<b>I. Indirect Costs</b>	<b>\$3,921</b>
<b>TOTAL PROJECT COSTS</b>	<b>\$200,000</b>
<b>Federal Request</b>	<b>\$200,000</b>
<b>Non-Federal Amount</b>	<b>\$50,000</b>

**Other Budget Information**  
**Travis County Juvenile Probation's Application-2 year Cash Forecast**

<b>OBJECT CLASS CATEGORIES</b>	<b><u>Year 1</u></b>	<b><u>Year 2</u></b>	<b><u>TOTAL</u></b>
<b>A. Personnel (Assume 3% COLA year 1 10% hospitalization increase)</b>			
JPO III	\$41,670	\$42,948	
	<u>\$41,670</u>	<u>\$42,948</u>	<u>\$84,617</u>
<b>B. Fringe Benefits (Assume 3% COLA year 2; Year two no increase on hospitalization.)</b>			
JPO III	\$16,113	\$16,350	
	<u>\$16,113</u>	<u>\$16,350</u>	<u>\$32,464</u>
<b>Total Personnel</b>	<b><u>\$57,783</u></b>	<b><u>\$59,298</u></b>	<b><u>\$117,081</u></b>
<b>C. Travel</b>			
<b>BJA training and GAIN training</b>			
Meals for Training	\$306	\$306	
Lodging	\$1,800	\$1,800	
Air Fare	\$1,200	\$1,200	
Ground Transportation	\$249	\$249	
Mileage	\$500	\$500	
	<u>\$4,055</u>	<u>\$4,055</u>	<u>\$8,110</u>
<b>D. Equipment</b>			
Dell GX270 w/ 17" monitor	\$1,150	\$0	
MS Office Software	\$311	\$0	
Network	\$0	\$0	
Computer server for the "GAIN"	\$0	0	
	<u>\$1,461</u>	<u>\$0</u>	<u>\$1,461</u>

## Other Budget Information

## Travis County Juvenile Probation's Application-2 year Cash Forecast

**OBJECT CLASS CATEGORIES****E. Supplies**

	<u>Year 1</u>	<u>Year 2</u>	<u>TOTAL</u>
Cellular Air Time	\$480	\$480	
Office Supplies year 1	\$500	\$500	
Bus Passes	\$500	\$500	
UA Kits	\$518	\$518	
	<u>\$1,998</u>	<u>\$1,998</u>	<u>\$3,997</u>

**F. Contractual**

Psychiatric Svcs	\$0	\$0	
Psychological Evaluation	\$0	\$0	
Peoples Community Clinic	\$4,000	\$4,000	
COPE therapist	\$13,455	\$13,455	
Psychiatrist/Mental Health Services	\$8,160	\$8,160	
Seton Hospital	\$4,000	\$4,000	
	<u>\$29,615</u>	<u>\$29,615</u>	<u>\$59,230</u>

**H. Other**

Data Ports	\$500	\$0	
Phones basic (non display)	\$200	\$0	
Furniture	\$1,000	\$0	
Data Cabling	\$0	\$0	
BJA Training	\$750	\$750	
Mental Health Training for Staff	\$0	\$0	
Incentive Vouchers	\$1,500	\$1,500	
	<u>\$3,950</u>	<u>\$2,250</u>	<u>\$6,200</u>

Total operating charges

\$78,998

**Total Direct Charges**

<u>\$98,862</u>	<u>\$97,217</u>	<u>\$196,079</u>
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**Total Indirect Charges**

<u>\$1,977</u>	<u>\$1,944</u>	<u>\$3,922</u>
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**Total**

<u>\$100,839</u>	<u>\$99,161</u>	<u>\$200,000</u>
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**IV. Indirect Cost Rates**

Below is the list of indirect cost rates for each department or office to be used for applying for grants.

Approved by Commissioners Court on September 30, 2008

<b>Dpt #</b>	<b>Department Name</b>	<b>Calculated Rate</b>
01	County Judge	182.76%
02	Commissioner - Precinct 1	50.99%
03	Commissioner - Precinct 2	34.38%
04	Commissioner - Precinct 3	38.25%
05	Commissioner - Precinct 4	34.37%
08	Tax Assessor-Collector	66.31%
13	Exposition Center	0.00%
16	Veterans Service Office	71.15%
18	Agricultural Extension Service	49.72%
19	County Attorney	43.00%
20	County Clerk	44.95%
21	District Clerk	47.92%
22	Civil Courts	36.99%
23	District Attorney	21.44%
24	Criminal Courts	49.34%
25	Probate Court	26.85%
26	Justice of Peace – Precinct 1	40.43%
27	Justice of Peace – Precinct 2	25.27%
28	Justice of Peace – Precinct 3	29.20%
29	Justice of Peace – Precinct 4	33.43%
30	Justice of Peace – Precinct 5	42.81%
31	Constable - Precinct 1	27.97%
32	Constable - Precinct 2	29.04%
33	Constable - Precinct 3	25.56%
34	Constable - Precinct 4	24.55%
35	Constable - Precinct 5	30.67%
37	Sheriff	19.06%
38	Medical Examiner	51.74%
39	Community Supervision & Corrections	17.93%
40	Counseling and Education Services	25.07%
42	Pretrial Services	36.66%
43	Juvenile Public Defender	30.34%
45	Juvenile Court	22.87%
47	Emergency Services	119.20%
49	Transportation and Natural Resources	44.43%
54	Civil Service Commission	24.09%
55	Criminal Justice Planning	25.62%
58	Health and Human Services	44.77%
	<b>Composite Travis County Rate</b>	<b>29.56%</b>

77



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Bureau of Justice Administration  
Justice and Mental Health Collaboration



February 17, 2009

Re: Collaborative Opportunities for Positive Experiences (COPE) of Travis  
County Juvenile Probation

To whom it may concern,

People's Community Clinic, a not-for-profit community clinic providing high quality affordable healthcare to uninsured and under-served central Texans, is a potential community partner of the COPE program through Travis County Juvenile Probation.

The COPE program has been a significant, and much needed, expansion of services to the youth of our local community whose involvement with the ~~Juvenile Justice system is directly linked to their mental health and~~ substance abuse status. The strength-based, family centered approach utilized by the COPE program ensures effective, sustainable interventions that center on the mental health needs of the youth while controlling for the behavioral and substance abuse issues. The COPE program allows the Travis County Juvenile Justice system to more effectively address the mental health and substance abuse needs of the youth within their system without requiring adjudication.

As a potential community partner of COPE, People's Community Clinic fully supports the continuation and expansion of additional effective strategies for identification and treatment of system involved females with a mental illness and substance abuse problems. While PCC does not provide treatment for substance abuse as a primary service, we will offer the following services for the youth of Travis County Juvenile Probation.

- Adolescent primary medical care
- Family planning services for both male and female youth, including annual exams, birth control, STD testing and treatment, health education
- Prenatal care
- Tandem Teen Prenatal & Parenting Program
- GOALS Developmental/Behavioral Program
- Adolescent Integrated Behavioral Health services (depression/anxiety disorders)

The local community has come to rely on COPE to be the first collaborative effort to minimize a youth's involvement with the Juvenile Justice system while fully and holistically addressing their medical, mental health and substance abuse issues. People's Community Clinic will be a collaborative partner with the COPE program.

Please do not hesitate to contact me if I can provide any additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "Regina Rogoff", written in a cursive style.

Regina Rogoff  
Chief Executive Officer



**Seton Shoal Creek  
Hospital**

A member of the Seton Family of Hospitals

February 19, 2009

Linda Duke, M.A., LBSW, LPC Intern  
COPE Mental Health Court Coordinator  
Travis County Juvenile Probation

FAX: 512-854-5521

Linda,

Seton Shoal Creek Hospital is supportive of the Travis County Juvenile Probation COPE Mental Health team (COPE) and is in agreement with COPE to collaborate to provide Intensive Outpatient Services to adolescents referred by COPE for substance abuse, mental health, or dual diagnosis (co-existing) treatment. Seton Shoal Creek agrees to provide the following services for referred adolescents who meet criteria for inclusion in the Adolescent Intensive Outpatient Program (IOP), based on a free assessment rendered by the staff of Seton Shoal Creek:

- A. Assessment
- B. Twenty sessions of participation in the IOP, which includes multi-family groups and teen-only groups led by masters prepared clinicians (LMSW, LCSW, or LPC). The program consists of 4 sessions per week, for 5 weeks. The family attends Monday and Thursday. Teen-only (counselor led) group is on Tuesday and Wednesday. A Parent of Teen Alanon meeting occurs on Tuesday night for parents of patients in the IOP.
- C. Treatment team oversight and case management. The treatment team consists of the program medical director and the group counselor. The medical director provides case oversight, but does not interact directly with patients in the role of treating physician or prescribe medication.
- D. The cost of each treatment session will be \$100 (\$2000 for the 20 session program) per patient, which includes three hours of group therapy, medical director oversight, and case management.

Please feel free to contact me with any further questions or concerns at 512-324-2043.

Sincerely,

Jon Perkins, LCSW  
Case Operations Manager  
Seton Shoal Creek Hospital

Alan Isaacson  
Vice President and COO  
Seton Shoal Creek Hospital

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## Providence of Texas

Bureau of Justice Administration  
Justice and Mental Health Collaboration

February 12, 2009

Re: Collaborative Opportunities for Positive Experiences (COPE) of Travis County Juvenile Probation

To whom it may concern,

Providence Services of Texas, Austin Regional office, is a community partner of the COPE program through Travis County Juvenile Probation. The COPE program has been a significant, and much needed, expansion of services to the youth of our local community whose involvement with the Juvenile Justice system is directly linked to their mental health and substance abuse status.

The strength-based, family centered, in-home and community based approach utilized by the COPE program ensures effective, sustainable interventions that center on the mental health needs of the youth and family while controlling for the behavioral and substance abuse issues.

The COPE program allows the Travis County Juvenile Justice system to more effectively address the mental health and substance abuse needs of the youth within their system without requiring adjudication.

As a community partner of COPE, Providence Services of Texas and our Austin Regional office, fully supports the continuation and expansion of additional effective strategies for identification and treatment of system involved females with a mental illness and substance abuse problems.

Providence, proposes to provide individual, family, and group therapy as well as any psycho-educational programs e.g., parenting skills, anger management, etc., that would provide stabilization and assistance to our Travis County youth and families.

The local community has come to rely on COPE to be the first collaborative effort to minimize a youth's involvement with the Juvenile Justice system while fully and holistically addressing their mental health and substance abuse issues. Providence Services will be a collaborative partner with the COPE program.

Please feel free to contact me if you require further information.

Sincerely,

Richard Wallace, LCSW, MBA  
State Executive Director, Providence Service Corporation of Texas

Cc: Asha Devasia, LPC, Regional Director, Providence Service Corporation of Texas

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## Samaritan Center

FOR COUNSELING AND  
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[www.samaritan-center.org](http://www.samaritan-center.org)  
[www.hopeforheroestx.org](http://www.hopeforheroestx.org)

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### PROGRAMS & SERVICES

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### LOCATIONS

Central Austin  
5425-A Burnet Road, 78756

East Austin  
Greater Mt. Zion Baptist Church  
1801 Pennsylvania Ave, 78702

Georgetown  
3616 Williams Drive Suite 301, 78628

Round Rock  
First United Methodist Church,  
1004 N Mays St, 78664

San Marcos  
First United Methodist Church  
129 West Hutchison, 78666

Date February 11, 2009

Bureau of Justice Administration  
Justice and Mental Health Collaboration

Re: Collaborative Opportunities for Positive Experiences (COPE) of Travis  
County Juvenile Probation

To whom it may concern,

Samaritan Counseling Center is a community partner of the COPE program through Travis County Juvenile Probation. The COPE program has been a significant, and much needed, expansion of services to the youth of our local community whose involvement with the Juvenile Justice system is directly linked to their mental health and substance abuse status. We are honored to be of service to this valuable program.

The strength-based, family centered approach utilized by the COPE program ensures effective, sustainable interventions that center on the mental health needs of the youth while controlling for the behavioral and substance abuse issues. The COPE program allows the Travis County Juvenile Justice system to more effectively address the mental health and substance abuse needs of the youth within their system without requiring adjudication. As a community partner of COPE, the Samaritan Counseling Center fully supports the continuation and expansion of additional effective strategies for identification and treatment of system involved females with a mental illness and substance abuse problems.

The Samaritan Counseling Center proposes to provide individual and family counseling to youth identified for the COPE program. We also propose to provide gender specific groups to address the following problems:

Sexual Abuse  
Eating Disorders  
Anger Management  
Self Esteem/Self Worth  
Parenting  
Family Roles

The local community has come to rely on COPE to be the first collaborative effort to minimize a youth's involvement with the Juvenile Justice system while fully and holistically addressing their mental health and substance abuse issues. The Samaritan Counseling Center will be a collaborative partner with the COPE program.

Nancy Blaich  
Executive Director



Austin Travis County  
Mental Health Mental Retardation Center

February 18, 2009

Office of Justice Programs Grants Review  
Bureau of Justice Assistance  
810 Seventh Street NW  
Fourth Floor  
Washington, D.C., 20531

Re: Collaborative Opportunities for Positive Experiences (COPE) of Travis County Juvenile Probation

Dear Sir/Madam:

As the local mental health authority for Travis County, Austin Travis County MHMR Center (Center) is pleased to support the Travis County Juvenile Probation Department's (TCJPD) application for grant funding from the Office of Justice Programs' Bureau of Justice Assistance, to support the expansion efforts of the Collaborative Opportunities for Positive Experience (COPE) program.

With a strong focus on youth with mental health challenges who are served through the TCJPD's Deferred Prosecution Program, COPE has indeed provided the specialized docket needed to ensure that the unique mental health needs of each participant youth are met through effective linkages to evidenced-based mental health services provided by the Center.

A member and strong partner of the Child and Youth Mental Health Planning Partnership and the Children's Partnership, the local Systems of Care Initiative, TCJPD, through the COPE Initiative, is well poised to further advance and expand the work developed during the initial phases of this grant's implementation. Through the provision of care coordination services using the Wraparound model, participant youth and their families will be able to continue to further build on their strengths and natural supports which will result in continued improved outcomes, such as improved functioning, reduction in juvenile justice involvement and improved school behaviors.

We look forward to continued collaboration and coordination of mental health services with the COPE program to meet the complex needs of children and youth in Travis County.

Sincerely,

Arturo Hernandez, MPA  
Director, Child and Family Services



Austin Travis County  
Mental Health Mental Retardation Center

Bureau of Justice Administration  
Justice and Mental Health Collaboration

9 February 2009

Re: Collaborative Opportunities for Positive Experiences (COPE) of Travis County Juvenile Probation

To whom it may concern,

Austin Travis County MHMR's Crisis Services Division is a new community partner of the COPE program through Travis County Juvenile Probation. The COPE program has been a significant, and much needed, expansion of services to the youth of our local community whose involvement with the Juvenile Justice system is directly linked to their mental health and substance abuse status. The strength-based, family centered approach utilized by the COPE program ensures effective, sustainable interventions that center on the mental health needs of the youth while controlling for the behavioral and substance abuse issues. The COPE program allows the Travis County Juvenile Justice system to more effectively address the mental health and substance abuse needs of the youth within their system without requiring adjudication. As a community partner of COPE, Austin Travis County MHMR's Crisis Services Division fully supports the continuation and expansion of additional effective strategies for identification and treatment of system involved females with a mental illness and substance abuse problems. Austin Travis County MHMR's Crisis Division proposes to provide 24 hour walk-in psychiatric emergency services (PES), mobile crisis outreach services (MCOT) and Hotline crisis services. All services identified are offered 24 hours per day, 365 days per year to Travis County residents. Hotline services are credentialed by the American Association of Suicidology (AAS).

The local community has come to rely on COPE to be the first collaborative effort to minimize a youth's involvement with the Juvenile Justice system while fully and holistically addressing their mental health and substance abuse issues. Austin Travis County MHMR's Crisis Services Division will be a collaborative partner with the COPE program.

Signed,

A handwritten signature in black ink, appearing to read "Dawn Handley".

Dawn Handley, LPC  
Crisis Services Division Director  
Austin Travis County MHMR

A handwritten signature in black ink, appearing to read "Gail Penney-Chapmond".

Gail Penney-Chapmond  
Director of Assessment Services  
Travis County Collaborative Opportunities for Positive Experiences (COPE)



**Counseling for LIFE: Training and Counseling Center**  
8700 Manchaca Road, Suite 405, Austin, Texas 78748 ~ 512-658-9184

Bureau of Justice Administration  
Justice and Mental Health Collaboration

Date: February 12, 2009

Re: Collaborative Opportunities for Positive Experiences (COPE) of Travis County Juvenile Probation

To whom it may concern,

Counseling for LIFE: A Training and Counseling Center, is a new community partner of the COPE program through Travis County Juvenile Probation. The COPE program has been a significant, and much needed, expansion of services to the youth of our local community whose involvement with the Juvenile Justice system is directly linked to their mental health and substance abuse status. The strength-based, family centered approach utilized by the COPE program ensures effective, sustainable interventions that center on the mental health needs of the youth while controlling for the behavioral and substance abuse issues. The COPE program allows the Travis County Juvenile Justice system to more effectively address the mental health and substance abuse needs of the youth within their system without requiring adjudication. As a community partner of COPE, Counseling for LIFE, fully supports the continuation and expansion of additional effective strategies for identification and treatment of systems involved females with a mental illness and substance abuse problems. Counseling for LIFE, proposes to provide

1. **An Adolescent Girl's Sexual Trauma and Abuse Recovery (S.T.A.R.)** group. This group will be ongoing and will address the damage and impact of abuse while incorporating Cognitive Behavioral Therapy (CBT), a highly effective therapy modality with this population, which provides practical skills and tools necessary heal and move on in life from surviving to thriving.
2. **6 Week Anger Management Group** inclusive of both genders
3. **Family & Individual Counseling** session in preparation for subsequent placement in the above mentioned groups.
4. **Family & Individual Counseling** unrelated to group involvement. Please see above.

The local community has come to rely on COPE to be the first collaborative effort to minimize a youth's involvement with the Juvenile Justice system while fully and holistically addressing their mental health and substance abuse issues. Counseling for LIFE will be a collaborative partner with the COPE program.

We look forward to providing this set of services to our local community.

Sincerely,

*Sabrina Kindell M.A. LPC-S, LMFT-S*  
Sabrina Kindell, MA, LPC-S, LMFT-S  
Clinical Director of Counseling for LIFE





**SafePlace**

CALL US 512-267-SAFE

Bureau of Justice Administration  
Justice and Mental Health Collaboration

Date: February 6, 2009

Re: Collaborative Opportunities for Positive Experiences (COPE) of Travis County Juvenile Probation

To whom it may concern,

SafePlace looks forward to being a new community partner of the COPE program through Travis County Juvenile Probation. The COPE program expands services to youth whose involvement with the Juvenile Justice system is directly linked to their mental health and substance abuse status. COPE provides a strength-based, family centered approach to meet the needs of vulnerable youth. The COPE program allows the Travis County Juvenile Justice system to more effectively address the mental health and substance abuse needs of the youth within their system without requiring adjudication.

As a community partner of COPE, SafePlace fully supports the continuation and expansion of additional effective strategies for identification and treatment of females in the system that are experiencing mental illness and/or substance abuse. Youth who are experiencing mental illness and/or substance abuse are at greater risk for victimization and perpetration of violence and abuse in their personal relationships. SafePlace proposes to provide therapeutic and educational support groups for these girls to reduce their risk for dating and sexual violence and to increase their skills for safe and healthy relationships. SafePlace will implement the Expect Respect support group curriculum, a program designed specifically for vulnerable youth. Serving youth in Austin schools since 1989, Expect Respect has demonstrated significant reductions in youth victimization and perpetration and increases in healthy relationship behaviors.

The local community relies on COPE to be the first collaborative effort to minimize a youth's involvement with the Juvenile Justice system while fully and holistically addressing their mental health and substance abuse issues. SafePlace will be a collaborative partner with the COPE program.

Sincerely,

Julia Spann,  
Executive Director

**2008 Board of Director**

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Karen Bartolet

Cindy Brouillett

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Myra Bu

Zita Cassizz

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Executive Director

Julia Spann

a Project of



THE STRENGTH of WOMEN  
THE POWER of COMMUNITY

24 Hour Hotline 512-267-SAFE or 512-927-9616 TTY FOR THE DEAF COMMUNITY

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512-385-0662 fax



86

AUSTIN FAMILY INSTITUTE  
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---

Michael S. Bishop, Ph.D., LMFT, LPC, P.A.  
512.329.9909

Liz Gentry, M.A., LMFT, LPC  
512.288.7453

Ann Marie Fleming-Glick, LMFT, LPC  
512.329.6338

Bureau of Justice Administration  
Justice and Mental Health Collaboration

12 February 2009

Re: Collaborative Opportunities for Positive Experiences (COPE) of Travis County Juvenile Probation

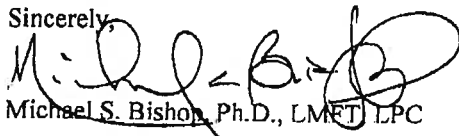
To Whom It May Concern:

Since its inception, Austin Family Institute has been and continues to remain a community partner of the COPE program through Travis County Juvenile Probation. This program is one that we are immensely proud and honored to serve Travis County and its citizens. In our opinion, the COPE program has been a significant, and much needed, expansion of services to the youth of the local community whose involvement with the Juvenile Justice system is directly linked to their mental health and substance abuse status. The strength-based, family centered approach utilized by the COPE program ensures effective, sustainable interventions that center on the mental health needs of the youth while controlling for their behavioral and substance abuse issues. Furthermore, it is our opinion that COPE services, while strategic, provide for the wellbeing of those youth involved in the program, their families and thus the broader community within Travis County.

The COPE program allows the Travis County Juvenile Justice system to more effectively address the mental health and substance abuse needs of the youth within their system without requiring adjudication. As a community partner of COPE, Austin Family Institute fully supports the continuation and expansion of additional effective strategies for identification and treatment of system involved females with mental illness and substance abuse problems. Austin Family Institute proposes to provide group therapy for female youth facilitated by female therapists for issues such as, but not limited to, anger management, self worth/confidence, role in the family, sexual abuse and male violence.

The local community has come to rely on COPE to be the first collaborative effort to minimize a youth's involvement with the Juvenile Justice system while fully and holistically addressing their mental health and substance issues. Austin Family Institute will be and looks forward to continuing to be a collaborative partner with the COPE program.

Sincerely,

  
Michael S. Bishop, Ph.D., LMFT, LPC



Elizabeth Gentry, MA, LMFT, LPC

18<sup>v</sup>

**TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST**

RECEIVED  
COUNTY JUDGE'S OFFICE  
09 MAR -4 PM 3:16

Please consider the following item for:

Voting Session:

**March 10, 2009**

I. A. Request made by:

Rodney Rhoades, Executive Manager, Planning & Budget (ext. 49106)

**Discuss and take appropriate action to finalize the FY 09  
Certificate of Obligation.**

Approved by:

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

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

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

III. Required Authorizations: Please check if applicable:

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

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

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

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

**Purchasing Office (854-9700)**

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

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

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

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

## Travis County Commissioners Court Agenda Request

Meeting Date: March 10, 2009

I. A. Requestor: Sheriff Hamilton Phone # 854-9770

B. Specific Agenda Wording:

**RECEIVE STATE REQUIRED RACIAL PROFILING REPORT FOR  
CALENDAR YEAR 2008 FROM THE TRAVIS COUNTY SHERIFF'S  
OFFICE. (SHERIFF'S OFFICE)**

C. Sponsor: \_\_\_\_\_  
County Commissioner or County Judge

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

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


III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

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

County Attorney's Office (854-9415)

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

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



**GREG HAMILTON**  
TRAVIS COUNTY SHERIFF

P.O. Box 1748  
Austin, Texas 78767  
(512) 854-9770  
[www.tcsheriff.org](http://www.tcsheriff.org)

RECEIVED  
COUNTY JUDGE'S OFFICE  
09 FEB 27 AM 9:48

JAMES SYLVESTER  
Chief Deputy

DARREN LONG  
Major - Corrections

SCOTT BURROUGHS  
Major - Law Enforcement

MARK SAWA  
Major - Administration & Support

## Travis County Sheriff's Office 2008 Annual Report on Racial Profiling

Prepared By:  
Michael Hemby, Planning Manager  
Tracy J. Miller, Planner  
Research and Planning Section  
Travis County Sheriff's Office

February 25, 2009

## **BACKGROUND**

During the 77<sup>th</sup> Legislative Session the Texas Congress passed S.B. 1074 titled *PROHIBITION OF RACIAL PROFILING BY PEACE OFFICERS*. The Act amended the Code of Criminal Procedures to include the following articles:

- 2.132 Requiring law enforcement agencies to develop a detailed written policy on racial profiling.
- 2.133 Requiring law enforcement agencies to collect reports on traffic and pedestrian stops.
- 2.134 Requiring law enforcement agencies to analyze the data collected and report the data to their respective governing bodies (The Commissioners Court).

This is the sixth report issued by the Travis County Sheriff's Office. It has been generated to comply with the provisions of S.B. 1074.

## **DATA COLLECTION:**

Between January 1, 2008 and December 31, 2008 Travis County Sheriff's Office deputies detained 55,231 individuals on traffic stops or pedestrian contacts.

Of those individuals detained:

- 338 (0.61%) were arrested and booked into jail;
- 6,994 (12.66%) were issued a field release citation in lieu of being booked into jail;
- 17,936 (32.47%) were charged with one or more violations of the Transportation Code \*;
- 27,435 (49.67%) were given written warnings for traffic violations;
- 1,896 (3.43%) were detained for investigation and subsequently released with no charges filed at the time;
- Deputies did not record a disposition of a detention in 318 (0.58%) of the contacts; and
- 314 records that fall into various other categories including data errors, warrant arrests, unattended vehicles, etc.

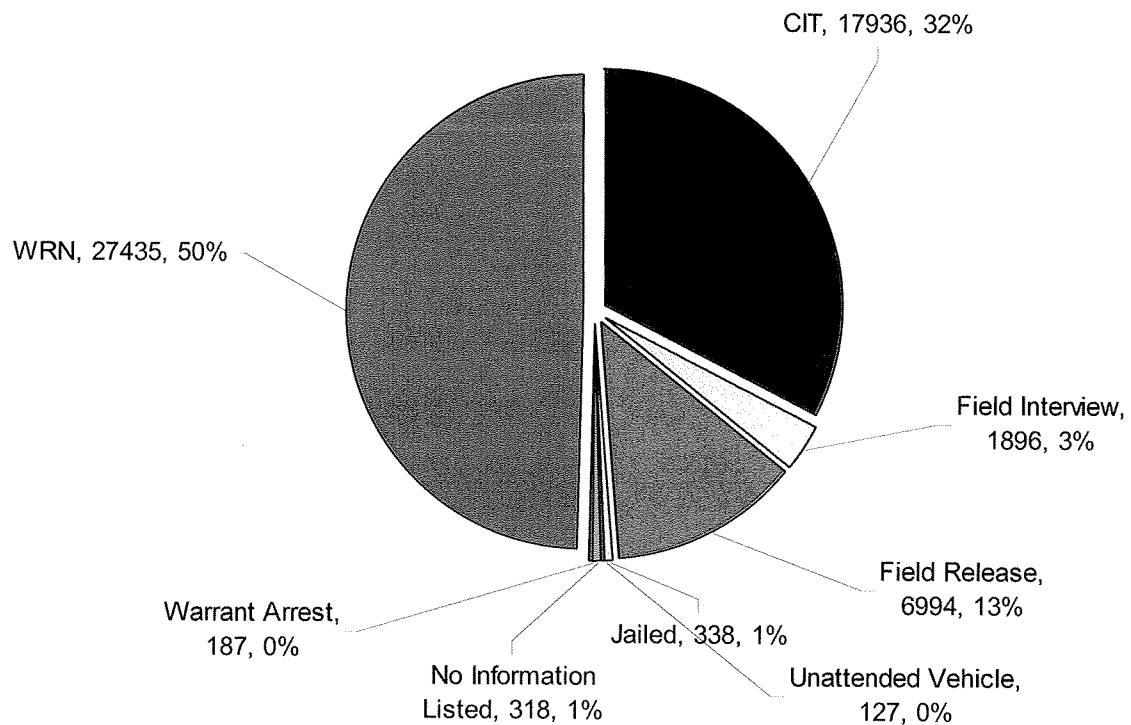
*\* It should be noted that these figures do not correspond with other statistical data on the number of citations written as they reflect the one entry dealing with the person contacted during the stop. Thus, generally these numbers will be significantly lower than the number of actual traffic citations or warnings written in the course of a year.*

### Dispositions By Type

Disposition / Classification	Total
Citation	17,936
Warning	27,435
Field Interview	1,896
Jailed	338
Field Release	6,994
No Information Listed	318
Unattended Vehicle	127
Warrant Arrest	187
Grand Total	55,231

### Rate of Disposition Type

Disposition / Classification	Total
Citation	32.47%
Warning	49.67%
Field Interview	3.43%
Jailed	0.61%
Field Release	12.66%
No Information Listed	0.58%
Unattended Vehicle	0.23%
Warrant Arrest	0.34%
Grand Total	100.00%



## Gender

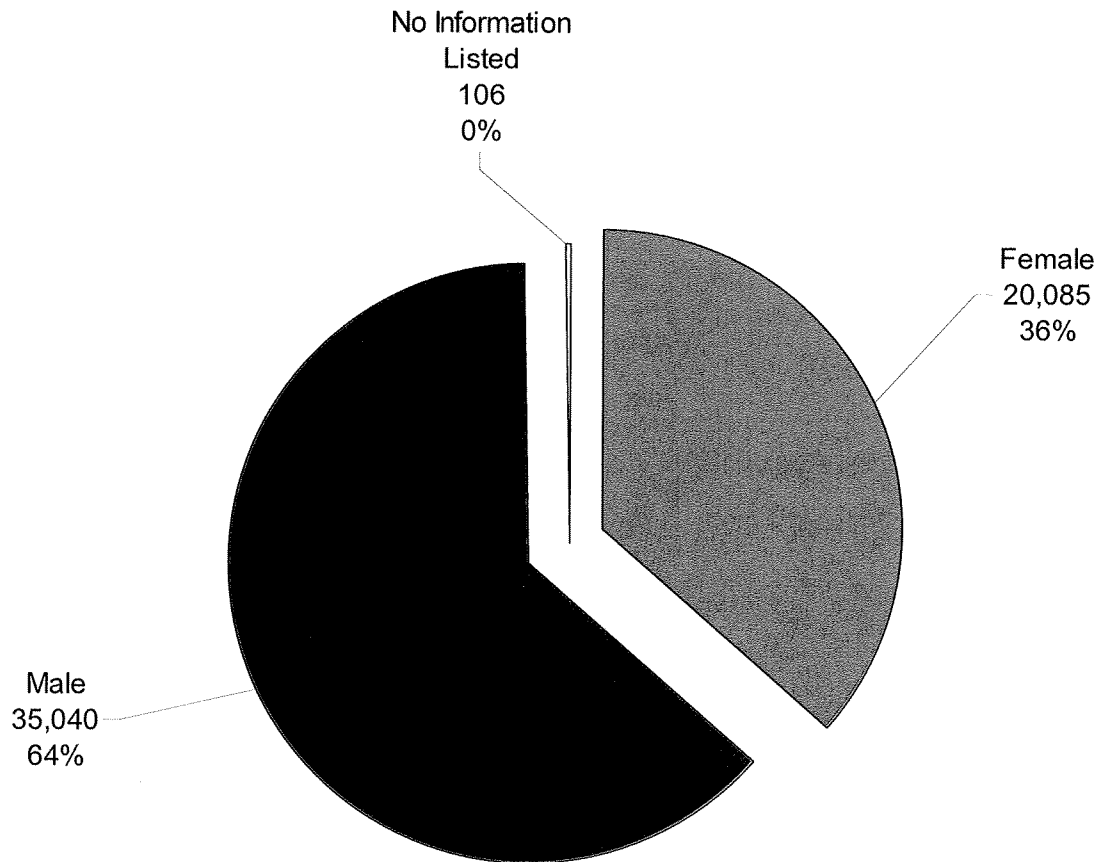
Of the 55,231 contacts 18,484 (68.70%) were male; 8,396 (31.23%) were female; and 19 (0.07%) were not listed.

**Number of Contacts By Gender**

Female	20,085
Male	35,040
No Information Listed	106
Grand Total	55,231

**Rate of Contact by Gender**

Female	36.37%
Male	63.44%
No Information Listed	0.19%
Grand Total	100.00%





## Race / Ethnicity

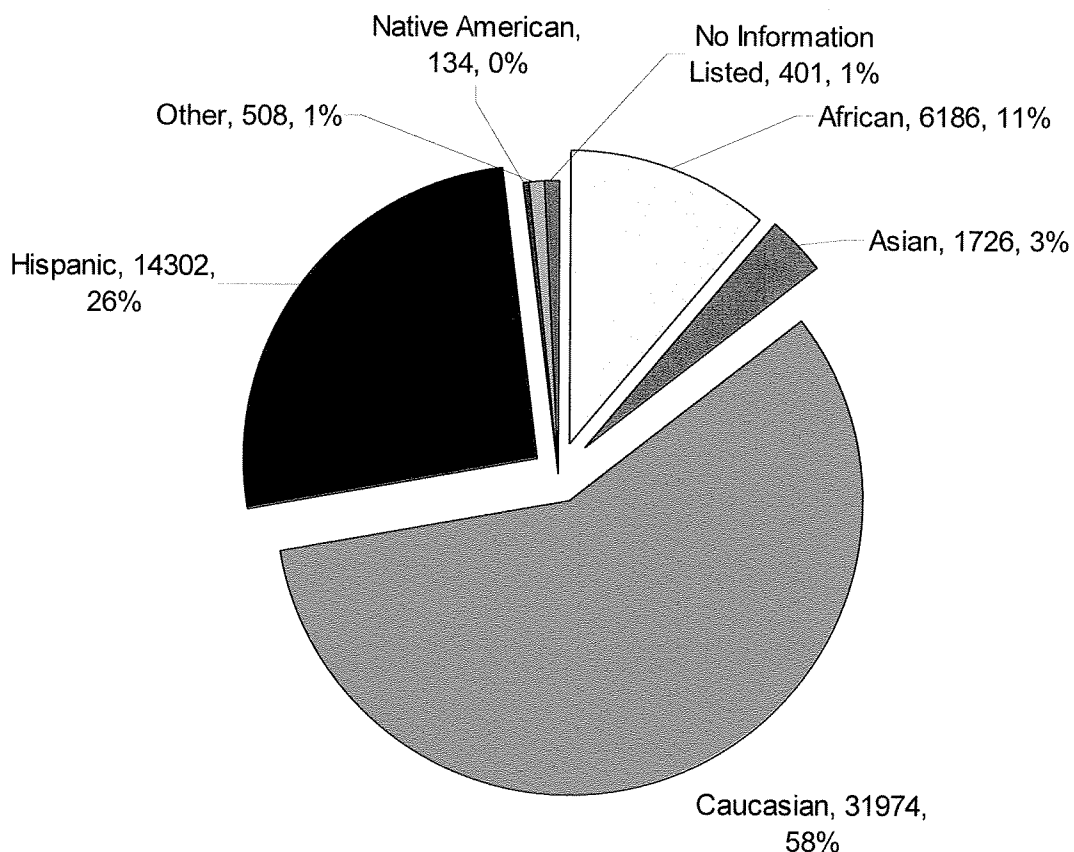
The largest number of contacts were identified by race / ethnicity as Caucasian 31,974 (57.89%); 14,302 (25.89%) were identified as Hispanic; 6,186 (11.20%) as African, 1,726 (3.13%) Asian; 134 (0.24%) were Native Americans, and 508 (0.92%) listed as other. Of the race / ethnicity contacts 401 (0.73%) were not identified by the reporting officer.

**Number of Contacts by Race / Ethnicity**

African	6,186
Asian	1,726
Caucasian	31,974
Hispanic	14,302
Native American	134
Other	508
No Information Listed	401
Grand Total	55,231

**Rate of Contacts by Race / Ethnicity**

African	11.20%
Asian	3.13%
Caucasian	57.89%
Hispanic	25.89%
Native American	0.24%
Other	0.92%
No Information Listed	0.73%
Grand Total	100.00%



## Comparative Analysis

Comparative analysis of disposition was completed by using four separate models. The first model examines the total number of disposition types (Arrest, Citation, Warnings, etc.) for each of the race / ethnicity groups. The results are displayed in Table 1.

**Table 1**

Disposition / Classification	African	Asian	Caucasian	Hispanic	Native American	No Information Listed	Other	Grand Total
Citation	617	213	9,418	7,195	110	269	114	17936
Warning	4,281	1,352	16,944	4,488	7	48	315	27,435
Field Interview	316	24	903	617	0	4	32	1896
Jailed	42	3	147	142	0	2	2	338
Field Release	802	123	4,280	1,674	17	62	36	6,994
No Information Listed	76	7	129	97	0	7	2	318
Unattended Vehicle	15	1	79	22	0	8	2	127
Warrant Arrest	37	3	74	67	0	1	5	187
Grand Total	6,186	1,726	31,974	14,302	134	401	508	55,231

The second model examines the rate of incidence of each type of disposition for the race / ethnicity types compared to the total number of contacts by the Travis County Sheriff's Office. The rate of incidence is calculated by taking the total number of each disposition for a given group and dividing that number by the total number of Travis County Sheriff's Office contacts (55,231). The results are displayed in Table 2.

**Table 2**

Disposition / Classification	African	Asian	Caucasian	Hispanic	Native American	No Information Listed	Other	Grand Total
Citation	1.12%	0.39%	17.05%	13.03%	0.20%	0.49%	0.21%	32.47%
Warning	7.75%	2.45%	30.68%	8.13%	0.01%	0.09%	0.57%	49.67%
Field Interview	0.57%	0.04%	1.63%	1.12%	0.00%	0.01%	0.06%	3.43%
Jailed	0.08%	0.01%	0.27%	0.26%	0.00%	0.00%	0.00%	0.61%
Field Release	1.45%	0.22%	7.75%	3.03%	0.03%	0.11%	0.07%	12.66%
No Information Listed	0.14%	0.01%	0.23%	0.18%	0.00%	0.01%	0.00%	0.58%
Unattended Vehicle	0.03%	0.00%	0.14%	0.04%	0.00%	0.01%	0.00%	0.23%
Warrant Arrest	0.07%	0.01%	0.13%	0.12%	0.00%	0.00%	0.01%	0.34%
Grand Total	11.21%	3.13%	57.89%	25.89%	0.24%	0.73%	0.92%	100.00%

The third model examines the rate of involvement for each group compared to the total number of each disposition type. Rate of incidence is calculated by taking the number of specific dispositions for each group and dividing that number by the total number of those specific dispositions. The results are displayed in Table 3.

**Table 3**

Disposition / Classification	African	Asian	Caucasian	Hispanic	Native American	No Information Listed	Other	Grand Total
Citation	3.44%	1.19%	52.51%	40.11%	0.61%	1.50%	0.64%	100.00%
Warning	15.60%	4.93%	61.76%	16.36%	0.03%	0.17%	1.15%	100.00%
Field Interview	16.67%	1.27%	47.63%	32.54%	0.00%	0.21%	1.69%	100.00%
Field Release	11.47%	1.76%	61.20%	23.93%	0.24%	0.89%	0.51%	100.00%
Jailed	12.43%	0.89%	43.49%	42.01%	0.00%	0.59%	0.59%	100.00%
Unattended Vehicle	11.81%	0.79%	62.20%	17.32%	0.00%	6.30%	1.57%	100.00%
Unknown	23.90%	2.20%	40.57%	30.50%	0.00%	2.20%	0.63%	100.00%
Warrant Arrest	19.79%	1.60%	39.57%	35.83%	0.00%	0.53%	2.67%	100.00%
Grand Total	11.20%	3.13%	57.89%	25.89%	0.24%	0.73%	0.92%	100.00%

The fourth model compares the rate of incidence for each type of disposition compared to the number of contacts for each race / ethnicity group. Rate of incidence is calculated by taking the number of specific dispositions for each group and dividing that number by the total number of contacts with that group. The results are displayed in Table 4.

**Table 4**

Disposition / Classification	African	Asian	Caucasian	Hispanic	Native American	No Information Listed	Other	Grand Total
Citation	9.97%	12.34%	29.46%	50.31%	82.09%	67.08%	22.44%	32.47%
Warning	69.20%	78.33%	52.99%	31.38%	5.22%	11.97%	62.01%	49.67%
Field Interview	5.11%	1.39%	2.82%	4.31%	0.00%	1.00%	6.30%	3.43%
Field Release	12.96%	7.13%	13.39%	11.70%	12.69%	15.46%	7.09%	12.66%
Jailed	0.68%	0.17%	0.46%	0.99%	0.00%	0.50%	0.39%	0.61%
Unattended Vehicle	0.24%	0.06%	0.25%	0.15%	0.00%	2.00%	0.39%	0.23%
Unknown	1.23%	0.41%	0.40%	0.68%	0.00%	1.75%	0.39%	0.58%
Warrant Arrest	0.60%	0.17%	0.23%	0.47%	0.00%	0.25%	0.98%	0.34%
Grand Total	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%

A similar comparative analysis was completed for searches. Three different search scenarios were examined. The first involved contacts where no search occurred. In fact, no search occurred in 24,317 of the 55,231 contacts. In 86 cases there was no listing of search, yes or no. Searches were conducted in 2,513 cases. The first model examines the total number of search types for each race / ethnic group. The results are displayed in Table 5.

**Table 5**

Search Y/N	African	Asian	Caucasian	Hispanic	Native American	No Information Listed	Other	Grand Total
Yes	464	18	1,019	986	0	6	33	2,526
No	5,646	1,654	30,281	13,087	134	367	473	51,642
No Information Listed	76	54	674	229	0	28	2	1,063
Grand Total	6,186	1,726	31,974	14,302	134	401	508	55,231

The second search model examines the rate of incidence of each type of search for the race / ethnicity groups compared to the total number of contacts by the Travis County Sheriff's Office. The rate of incidence is calculated by taking the total number of each search type for a given group and dividing that number by the total number of Travis County Sheriff's Office contacts (55,231). The results are displayed in Table 6.

**Table 6**

Search Y/N	African	Asian	Caucasian	Hispanic	Native American	No Information Listed	Other	Grand Total
Yes	0.84%	0.03%	1.84%	1.79%	0.00%	0.01%	0.06%	4.57%
No	10.22%	2.99%	54.83%	23.70%	0.24%	0.66%	0.86%	93.50%
No Information Listed	0.14%	0.10%	1.22%	0.41%	0.00%	0.05%	0.00%	1.93%
Grand Total	11.20%	3.12%	57.89%	25.90%	0.24%	0.72%	0.92%	100.00%

The third search model examines the rate of involvement for each group compared to the total number of each search type. Rate of incidence is calculated by taking the number of specific search types for each group and dividing that number by the total number of those specific types of searches. The results are displayed in Table 7.

**Table 7**

Search Y/N	African	Asian	Caucasian	Hispanic	Native American	No Information Listed	Other	Grand Total
Yes	18.37%	0.71%	40.34%	39.03%	0.00%	0.24%	1.31%	100.00%
No	10.93%	3.20%	58.64%	25.34%	0.26%	0.71%	0.92%	100.00%
No Information Listed	7.15%	5.08%	63.41%	21.54%	0.00%	2.63%	0.19%	100.00%
Grand Total	11.20%	3.13%	57.89%	25.89%	0.24%	0.73%	0.92%	100.00%

The fourth search model compares the rate of incidence for each type of search compared to the number of contacts for each race / ethnicity group. Rate of incidence is calculated by taking the number of specific search types for each group and dividing that number by the total number of contacts with that group. The results are displayed in Table 8.

**Table 8**

Search Y/N	African	Asian	Caucasian	Hispanic	Native American	No Information Listed	Other	Grand Total
Yes	7.50%	1.04%	3.19%	6.89%	0.00%	1.50%	6.50%	4.57%
No	91.27%	95.83%	94.71%	91.50%	100.00%	91.52%	93.11%	93.50%
No Information Listed	1.23%	3.13%	2.11%	1.60%	0.00%	6.98%	0.39%	1.92%
Grand Total	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%

## 2002 – 2008 Comparative Data of Detentions

**Table 9**

	2008 Data	2007 Data	2006 Data	2005 Data	2004 Data	2003 Data	2002 Data	2000 Census	2000 Texas Fair Road Standard
African	11.20%	11.06%	8.75%	10.55%	4.52%	7.68%	9.09%	8.90%	6.70%
Asian	3.13%	2.80%	2.72%	2.38%	1.84%	2.14%	1.48%	4.40%	3.20%
Caucasian	57.89%	55.35%	62.34%	56.63%	73.85%	70.0%	78.38%	56.40%	69.90%
Hispanic	25.91%	28.23%	24.05%	27.24%	18.15%	18.72%	9.79%	28.20%	18.50%
Native American	0.24%	0.04%	0.03%	0.04%	0.06%	0.05%	0.07%	0.60%	0.50%
Other	0.92%	2.05%	1.65%	2.21%	1.25%	1.17%	0.57%		
Information not Captured	0.73%	0.47%	0.46%	0.82%	0.33%	0.34%	0.59%		

Using the **2000 Census population totals** comparisons are noted below.

**Table 10**

<b>Race</b>	<b>Travis County</b>	<b>SMSA<sup>(1)</sup></b>	<b>TCSO Contacts</b>
Caucasian	56.4%	60.7%	57.89%
African	8.9%	7.6%	11.20%
Asian	4.4%	3.5%	3.13%
Hispanic	28.2%	26.2%	25.89%
Native American	0.6%	0.5%	0.24%

(1) SMSA – Standard Metropolitan Statistical Area – The Austin MSA is made up of Travis, Williamson, Hays, Bastrop and Caldwell Counties.

Using the **Texas Fair Roads Standard** for comparative purposes, the following is noted.

**Table 11**

<b>Driver's Race</b>	<b>Travis County</b>	<b>SMSA</b>	<b>TCSO Contacts</b>
Caucasian	66.9%	69.9%	57.89%
African	6.7%	6.7%	11.20%
Asian	3.2%	3.2%	3.13%
Hispanic	18.5%	18.5%	25.89%
Native American	0.5%	0.5%	0.24%

## ANALYSIS

In conducting an analysis of the collected data the Travis County Sheriff's Office has chosen three (3) benchmarks with which to compare the data. The first is the 2000 census data for Travis County. The second is the 2000 Texas Fair Roads Standards. The Texas Fair Roads Standards reflects the percentage of a given demographic that is self reported as having access to a vehicle. The third benchmark chosen is a comparison between those persons classified as Caucasian to those persons classified in the other racial/ethnic groups. This benchmark was chosen because the Travis County Sheriff's Office believes that the intent of S.B. 1074 is to provide a tool for the law enforcement community to identify trends or patterns that may suggest significant disparate treatment of the minority community when compared to the Caucasian majority.

The Travis County Sheriff's Office has chosen a deviation from the benchmark of more than 5%, plus or minus, to be "statistically significant".

Dr. Thomas P. Anderson, Ph.D. of the Anderson Consulting Institute in Philadelphia, PA ([www.andersonconsulting.com](http://www.andersonconsulting.com)) has defined statistical significance as a *"theoretical quality assigned to the measurement of a variable or set of variables. The assignment of such a "quality" is derived after the application of mathematical calculations which have been designed, selected and proven over the course of decades of sophisticated research on statistics, to indicate whether the probability of a numerical measured result is meaningful or is meaningless. (Note that sometimes, even a result that is meaningless, is meaningful in that it is meaningless.)*

*Statistical significance indicates the level of probability (from less than 1%, to 100%) that the numerical measurement happened only by chance random factors and not because of anything else. When social science uses these "inferential" statistical techniques, the probability level of .05 (5%) is generally considered the cutoff of what is significant and what is not. That is, if there is a 5 out of 100 chance (or less) that a measurement happened by random chance, then that measurement is said to be "significant" because the chance of error is very low. When probability levels reach .001 (1 in 1000) and beyond, results are said to be "highly significant" because the chance of the result having happened by random chance is very, very low."*

55,231 individuals were detained by Travis County Sheriff's Office deputies on traffic stops or pedestrian contacts from January 1 through December 31, 2008. Per S.B. 1074 persons detained were classified as African, Asian, Caucasian, Hispanic, or Native Americans. Deputies were trained to ask the person detained which ethnic group they fell in and to record that response. If the person refused to respond or was unable to respond then the deputy was trained to identify a classification based on the deputy's observation of the individual's physical appearance and / or other identifying characteristics such as language.

## **CONTACTS**

For 2008, of the 55,231 contacts, the largest number was identified by race / ethnicity as Caucasian 31,974 (57.89%); 14,302 (25.89%) were identified as Hispanic; 6,186 (11.20%) as African, 1,726 (3.13%) as Asian; 134 (0.24%) as Native Americans; and 508 (0.92%) were listed as other. Of the race / ethnicity contacts, 401 (0.73%) were not identified by the reporting officer.

### **Analysis of contacts:**

By way of comparison, for 2007 deputies detained 38,648 persons. The largest number was identified by race / ethnicity as Caucasian 21,391 (55.35%); 10,912 (28.23%) were identified as Hispanic; 4,276 (11.06%) as African, 1082 (2.80%) as Asian; 14 (0.04%) as Native Americans; and 792 (2.05%) were listed as other. Of the race / ethnicity contacts, 181 (0.47%) were not identified by the reporting officer.

During calendar year 2006 deputies detained 38,930 persons. The largest number was identified by race / ethnicity as Caucasian 24,270 (62.34%); 9,362 (24.05%) were identified as Hispanic; 3,408 (8.75%) as African; 1,058 (2.72%) as Asian; 10 (0.03%) as Native Americans; and 641 (1.65%) were listed as other. Of the race / ethnicity contacts, 181 (0.46%) were not identified by the reporting officer.

During calendar year 2005, deputies detained 31,195 persons. The largest number of contacts were identified by race / ethnicity as Caucasian 16,497 (56.63%); 8,499 (27.24%) were identified as Hispanic; 3,292 (10.55%) as African; 742 (2.38%) Asian; 12 (0.04%) were Native Americans; and 688 (2.21%) listed as other. Of the race / ethnicity contacts 255 (0.82%) were not identified by the reporting officer and 25 (0.08%) were data errors.

During calendar year 2004, deputies detained 41,008 individuals. Of those detained, race / ethnicity was listed as Caucasian for 30,285 (73.85%); 7,441 (18.15%) were identified as Hispanic; 1,855 (4.52%) as African; 755 (1.84%) as Asian; 26 (0.06%) as Native Americans; and 512 (1.25%) were listed as Other. Of the race / ethnicity contacts 134 (0.33%) were not identified by the reporting officer.

During calendar year 2003, deputies detained 33,933 individuals. Of those detained, 23,712 (69.88%) were Caucasian; 6,351 (18.72%) were Hispanic; 2,607 (7.68%) were African; 725 (2.14%) were Asian; 18 (0.05%) were Native American; and 520 (1.53%) were not correctly classified.

### ❖ **Census Comparative Analysis**

Using the 2000 Census information, one would expect the rate of incidence for detentions to be (+/-) 5% of the census demographics. Census figures indicate that the **Caucasian** demographic for Travis County is 56.4%, the rate of detention is 57.89%, The data suggests that Caucasians are detained at a higher rate than one would expect based upon their representation in the population.

Census figures indicate that the **Hispanic** demographic for Travis County is 28.2%; the rate of detention is 25.89%. The data suggests that Hispanics are detained at a rate lower than one would expect based upon their representation in the population.

Census figures indicate that the **African** demographic for Travis County is 8.9%. The rate of detention is 11.20%. The data suggests that Africans are detained at a slightly higher rate than one would expect based upon their representation in the population.

Census figures indicate that the **Asian** demographic for Travis County is 4.4%; the rate of detention is 3.13%. The data suggests that Asians are detained at lower rate than one would expect based upon their representation in the population.



Census figures indicate that the **Native American** demographic for Travis County is 0.6%; the rate of detention is 0.24%. The data suggests that Native Americans are detained at a lower rate than one would expect based upon their representation in the population. However, given the very low number of stops made on Native Americans, this number is generally an outlier in the data analysis.

## ❖ Fair Road Standard Comparative Analysis

Using the 2000 Fair Roads Standard information, one would expect the rate of incidence for detentions to be (+/-) 5% of the Fair Roads Standard demographics. Fair Roads Standard figures indicate that the **Caucasian** demographic for Travis County is 69.90%; the rate of detention is 57.89%. The data suggests that Caucasians are detained at a rate lower than one would expect based upon their representation in the population.

Fair Roads Standard figures indicate that the **Hispanic** demographic for Travis County is 18.50%; the rate of detention is 25.89%. The data suggests that Hispanics are detained at a higher rate than one would expect based upon their representation in the population.

Fair Roads Standard figures indicate that the **African** demographic for Travis County is 6.70%; the rate of detention is 11.20%. The data suggests that Africans are detained at a higher rate than one would expect based upon their representation in the population.

Fair Roads Standard figures indicate that the **Asian** demographic for Travis County is 3.20%; the rate of detention is 3.13%. The data suggests that Asians are detained at a lower rate than one would expect based upon their representation in the population.

Fair Roads Standard figures indicate that the **Native American** demographic for Travis County is 0.50%; the rate of detention is 0.24%. The data suggests that Native Americans are detained at a lower rate than one would expect based upon their representation in the population.

**Caucasian** contacts accounted for 57.89% of the contacts. 56.40% of the population of Travis County is represented by Caucasians and approximately 69.90% of the driving public is identified as Caucasian. Analysis indicates that the Caucasian race / ethnic group is over-represented by approximately 1.49% based on population and under-represented by 12.01% based upon Texas Fair Roads Standards.

**Hispanic** contacts accounted for 25.89% of the contacts. 28.20% of the population of Travis County is represented by Hispanics and approximately 18.50% of the driving public is identified as Hispanic. Analysis indicates that this race / ethnic group is under-represented in the rate of contacts by approximately 2.31% when compared to their representation in the general population. Hispanics are over-represented by 7.39% in their rate of contact when compared to the number of Hispanics that report that they have access to a vehicle.

**African** contacts accounted for 11.20% of the contacts. 8.90% of the population of Travis County is represented by this demographic and approximately 6.70% of the driving public falls within the African classification. Analysis indicates that this race /

ethnic group is over-represented in the rate of contacts by approximately 2.30% when compared to their representation in the general population. Africans are over-represented by 4.50% in their rate of contact when compared to the population that reports that they having access to a vehicle.

## **DISPOSITIONS**

A disposition is the result of the contact.

### **Review of all dispositions by race:**

**African:** 6,186 detentions. 42 (0.68%) were arrested and placed in jail; 802 (12.96%) were issued field release citations; 617 (9.97%) were issued traffic citations, 4,281 (69.20%) were issued warnings; 316 (5.11%) were issued field interview cards; and 76 (1.23%) had no disposition recorded.

**Asian:** 1,726 detentions. 3 (0.17%) were arrested and placed in jail; 123 (7.13%) were issued field release citations; 213 (12.34%) were issued traffic citations; 1,352 (78.33%) were issued warnings; 24 (1.39%) were field interview cards; and seven (0.41%) had no disposition recorded.

**Caucasian:** 31,974 detentions. 147 (0.46%) were arrested and placed in jail; 4,280 (13.39%) were issued field release citations; 9,418 (29.46%) were issued traffic citations; 16,944 (52.99%) were issued warnings; 903 (2.82%) were issued field interview cards, and 129 (0.40%) had no disposition recorded.

**Hispanic:** 14,302 detentions. 142 (0.99%) were arrested and placed in jail; 1,674 (11.70%) were issued field release citations; 7,195 (50.31%) were issued traffic citations; 4,488 (31.38%) were issued warnings; 617 (4.31%) were issued field interview cards; and 97 (0.68%) had no disposition recorded.

**Native American:** 134 detentions. Zero (0%) was arrested and placed in jail; 17 (12.69%) were issued field release citations; 110 (82.09%) were issued traffic citations, seven (5.22%) were issued warnings; zero (0%) were issued field interview cards; and zero (0.00%) had no disposition recorded.

**Other Race:** 508 detentions. Two (0.39%) were arrested and placed in jail; 36 (7.09%) were issued field release citations; 114 (22.44%) were issued traffic citations, 315 (62.01%) were issued warnings; 32 (6.30%) were issued field interview cards; and two (0.39%) had no disposition recorded.

401 entries had no information listed identifying the race of the individual.

## **Review of all dispositions by type:**

**Jailed:** Persons who were subsequently arrested and booked into jail after being detained. Includes all arrests for offenses that led to the initial detention and offenses that were discovered during the detention.

Of the 55,231 detentions, 338 (0.61%) resulted in an arrest. Of those arrested 117 (43.49%) were Caucasian; 142 (42.01%) were Hispanic; 42 (12.43%) were African; and seven (0.89%) were Asian. Two individuals (0.59%) listed Other as their race.

**Field Release:** Persons who were subsequently issued a field release citation after being detained. A field release citation may be issued in lieu of an arrest for certain Class C misdemeanor violations.

Of the 55,231 detentions, 6,994 (12.66%) resulted in a field release citation being issued. Of those issued a field release citation 4,280 (61.20%) were Caucasian; 1,674 (23.93%) were Hispanic; 802 (11.47%) were African; and 123 (1.76%) were Asian. 36 individuals (0.51%) listed Other as their race.

**Citation:** A citation is issued when a person is charged with a violation of the Transportation Code.

Of the 55,231 detentions, 17,936 (32.47%) resulted in at least one citation being issued. Of those issued a citation, 9,418 (52.51%) were Caucasian; 7,195 (40.11%) were Hispanic; 617 (3.44%) were African; 213 (1.19%) were Asian; 110 (0.61%) were Native American; 114 (0.64%) listed Other; and 269 (1.50%) had no information listed.

**Warnings:** A warning is issued when a person is detained for a violation of the Transportation Code but no charges are filed.

Of the 55,231 detentions, 27,435 (49.67%) resulted in a warning being issued. Of those issued a warning 16,944 (61.76%) were Caucasian; 4,488 (16.36%) were Hispanic; 4,281 (15.60%) were African; 1,352 (1.19%) were Asian; Seven (0.61%) were Native American; 315 (1.15%) listed Other; and 269 (1.50%) had no information listed.

**Field Interview:** An FI or field interview is issued when a person is detained for investigative purposes, other than traffic, and released with no charges filed at that time.

Of the 55,231 detentions, 1,896 (3.43%) resulted in a FI. Of those issued an FI 903 (47.63%) were Caucasian; 617 (32.54%) were Hispanic; and 316 (16.67%) were African; 24(1.27%) were Asian; 32 (1.69%) were Other; and 4 (0.21%) had no information listed.

**Warrant Arrest:** A warrant arrest is an arrest made pursuant to the traffic stop that was not related to the stop but was related to a previously filed outstanding warrant for their arrest.

Of the 55,231 detentions, 187 (0.34%) resulted in a warrant. Of those warrant arrests 74 (39.57%) were Caucasian; 67 (35.83%) were Hispanic; and 37 (19.79%) were African; Three (1.60%) were Asian; Five (2.67%) were listed as Other; and One (0.53%) had no information listed.

Various other categories including data error and unattended vehicle are included in the data but are statistically insignificant for review and analysis.

## SEARCHES

Includes all searches conducted during a detention including frisks (Terry), consensual searches, searches based on probable cause, searches conducted under warrant, and searches incident to an arrest.

**African:** 6,186 detentions. 5,646 (91.27%) were not searched; 464 (7.50%) were searched; and in 76 cases (1.23%) the search information was not recorded.

**Asian:** 1,726 detentions. 1,654 (95.83%) were not searched; 18 (1.04%) were searched; and in 54 cases (3.13%) the search information was not recorded.

**Caucasian:** 31,974 detentions. 30,281 (94.71%) were not searched; 1,019 cases (3.19%) were searched; and in 674 cases (2.11%) the search information was not recorded.

**Hispanic:** 14,302 detentions. 13,087 (91.50%) were not searched; 986 (6.89%) were searched; and in 229 cases (1.60%) search information was not recorded.

**Native American:** 134 detentions. 134 (100.00%) were not searched; 0 (0.00%) was searched; and in 0 cases (0.00%) the search information was not recorded.

**Other:** 508 detentions. 473 (93.11%) were not searched; 33 (6.50%) were searched; and in two cases (0.39%) the search information was not recorded

## Search Analysis:

Of the 55,231 detentions, 2,526 (4.57%) resulted in a search being conducted. Of those searched 1,019 (40.34%) were Caucasian; 986 (39.03%) were Hispanic; 464 (18.37%) were African; 18 (0.71%) were Asian; zero were Native American (0.0%); 33 (1.31%) were Other; and six (0.24%) had no information listed.

Of the 55,231 detentions, the search authority listed is reflected in Tables 12 and 13.

**Table 12**

Search Type	Total
Consent	673
Impound	59
Incident to Arrest	484
K-9	17
No Information Listed	1,063
None	51,642
PC / Terry	1,071
Plain View	208
Warrant	14
Grand Total	55,231

**Table 13**

Search Type	Total
Consent	1.22%
Impound	0.11%
Incident to Arrest	0.88%
K-9	0.03%
No Information Listed	1.92%
None	93.50%
PC / Terry	1.94%
Plain View	0.38%
Warrant	0.03%
Grand Total	100.00%

When searches are examined by race, the following is noted in Table 14.

**Table 14**

Search Type	African	Asian	Caucasian	Hispanic	Native American	No Information Listed	Other	Grand Total
Consent	117	5	301	233	0	1	16	673
Impound	4	0	27	27	0	1	0	59
Incident to Arrest	83	2	185	206	0	1	7	484
K-9	3	0	10	4	0	0	0	17
No Information Listed	76	54	674	229	0	28	2	1063
None	5,646	1,654	30,281	13,087	134	367	473	51,642
PC / Terry	231	11	383	438	0	3	5	1,071
Plain View	20	0	109	74	0	0	5	208
Warrant	6	0	4	4	0	0	0	14
Grand Total	6,186	1,726	3,1974	14,302	134	401	508	55,231

When examined by race category the following patterns on searches for 2008 are identified in Table 15.

**Table 15**

Search Type	African	Asian	Caucasian	Hispanic	Native American	No Information Listed	Other	Grand Total
Consent	17.38%	0.74%	44.73%	34.62%	0.00%	0.15%	2.38%	100.00%
Impound	6.78%	0.00%	45.76%	45.76%	0.00%	1.69%	0.00%	100.00%
Incident to Arrest	17.15%	0.41%	38.22%	42.56%	0.00%	0.21%	1.45%	100.00%
K-9	17.65%	0.00%	58.82%	23.53%	0.00%	0.00%	0.00%	100.00%
No Information Listed	7.15%	5.08%	63.41%	21.54%	0.00%	2.63%	0.19%	100.00%
None	10.93%	3.20%	58.64%	25.34%	0.26%	0.71%	0.92%	100.00%
PC / Terry	21.57%	1.03%	35.76%	40.90%	0.00%	0.28%	0.47%	100.00%
Plain View	9.62%	0.00%	52.40%	35.58%	0.00%	0.00%	2.40%	100.00%
Warrant	42.86%	0.00%	28.57%	28.57%	0.00%	0.00%	0.00%	100.00%
Grand Total	11.20%	3.13%	57.89%	25.89%	0.26%	0.73%	0.92%	100.00%

Examination of searches indicates the following:

**Table 16**

Search Type	African	Asian	Caucasian	Hispanic	Native American	No Information Listed	Other	Grand Total
Consent	1.89%	0.29%	0.94%	1.63%	0.00%	0.25%	3.15%	1.22%
Impound	0.06%	0.00%	0.08%	0.19%	0.00%	0.25%	0.00%	0.11%
Incident to Arrest	1.34%	0.12%	0.58%	1.44%	0.00%	0.25%	1.38%	0.88%
K-9	0.05%	0.00%	0.03%	0.03%	0.00%	0.00%	0.00%	0.03%
No Information Listed	1.23%	3.13%	2.11%	1.60%	0.00%	6.98%	0.39%	1.92%
None	91.27%	95.83%	94.71%	91.50%	100.00%	91.52%	93.11%	93.50%
PC / Terry	3.73%	0.64%	1.20%	3.06%	0.00%	0.75%	0.98%	1.94%
Plain View	0.32%	0.00%	0.34%	0.52%	0.00%	0.00%	0.98%	0.38%
Warrant	0.10%	0.00%	0.01%	0.03%	0.00%	0.00%	0.00%	0.03%
Grand Total	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%

### Summary of search data (Table 15):

**Not Searched** – 58.64% for Caucasians; 25.34% for Hispanic; 10.93% for African; 3.20% for Asian; and 0.26% for Native American.

**Incident to Arrest** – 38.22% for Caucasians; 42.56% for Hispanic; 17.15% for African; 0.41% for Asian; and 0.00% for Native American.

**Plain View Search** – 52.40% for Caucasians; 35.58 for Hispanic; 9.62% for African; 0.00% for Asian; and 00.00% for Native American.

**Consent** – 44.73% for Caucasians; 34.62% for Hispanic; 17.38% for African; 0.74% for Asian; and 0.00% for Native American.

**Probable Cause / Terry** – 35.76% for Caucasians; 40.90% for Hispanic; 21.57% for African; 1.03% for Asian; and 0.00% for Native American.

### Origin of Person Stopped Analysis

Data also indicates that of the persons detained, 73.70% lived in Travis County and 26.23% indicated that they did not live in Travis County. This becomes important as the demographics of Travis County may not be the most appropriate comparative data if

the approximately one-quarter of those persons stopped do not live in the area but are traveling or commuting through our jurisdiction.

46.51% of persons detained indicated that they lived in the area nearby where the stop occurred and 53.41% indicated that they did not live in the area.

## **RACIAL PROFILING COMPLAINTS**

The Internal Affairs division of the Travis County Sheriff's Office reported no complaints of racial profiling in 2008.

## **OBSERVATIONS AND COMMENTS**

This is the sixth biased-based profiling report issued by the Travis County Sheriff's Office since the inception of H.B. 1074. During the past six years the Travis County Sheriff's Office has collected and analyzed Tier 2 data on over 238,000 detentions. As each year passes, it becomes more difficult to conduct accurate comparative analysis concerning rates of incidence because the benchmark data becomes stale. Benchmark population data utilizes the year 2000 census data as this is the only confirmed source of racial breakdown in the United States. The 2008 data suggests that slightly over one in four persons detained by the Sheriff's Office live outside of Travis County and are not included in the benchmark data.

While it is interesting to review the data, it is impossible to draw significant definitive conclusions from the data. The fact remains that there are far too many variables in police work to ever be able to exclude them all except for race. For example the data from the past six years has suggested that Caucasians have been significantly over-represented in the rate of detention when compared to the 2000 census and the 2000 Texas Fair Roads Standards. Is it reasonable to conclude that deputies have been profiling Caucasians? Does the data suggest that Caucasians are more likely to engage in unlawful driving behaviors than the other groups? Or do other factors such as transient traffic from neighboring counties account for the disparate rate? The accuracy of statistical benchmarks derived from self-reporting of vehicle availability and real accounting of the population of the area, must be factored when attempting to derive a definitive conclusion. Additionally, intangibles such as commuter traffic, tourists, and students make up a significant portion of the Travis County driving public, but they are not reflected in the benchmark standards.

Compliance with this law continues to have a significant fiscal impact on the taxpayers. During the course of the past six years the Travis County Sheriff's Office has compiled and analyzed data on over 238,000 detentions. Internal audits indicate that compliance with this law adds approximately two minutes per detention to gather and record data. We continue to expend large amounts of man-hours and resources dedicated to compiling and analyzing the data, not to mention the countless hours of data entry that is required to input the collected data into the systems. In addition the Travis County



Sheriff's Office continues to spend additional funds on technology to comply with reporting requirements and anticipates that these expenditures will only escalate in order to maintain compliance. We are trying to migrate towards automation through our e-citation program but funding limitations continue to be an issue. And again, these statutory requirements were unfunded mandates from the State of Texas.

## **CONCLUSION**

The data does not support a conclusion that the Travis County Sheriff's Office racially profiles traffic offenders / pedestrians when initiating a detention or search.

21

## Travis County Commissioners Court Agenda Request

Meeting Date: March 10, 2009

I. A. Requestor: Constable Precinct 1 Phone # 929-9273

B. Specific Agenda Wording:

### RECEIVE STATE REQUIRED RACIAL PROFILING REPORT FOR CALENDAR YEAR 2008 FROM THE TRAVIS COUNTY CONSTABLE PRECINCT ONE

C. Sponsor: \_\_\_\_\_  
County Commissioner or County Judge

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

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


III. Required Authorizations: Please check if applicable:

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

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

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

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

#### Purchasing Office (854-9700)

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

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

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

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

RECEIVED  
COUNTY JUDGE'S OFFICE  
09 MAR -3 AM 10:43

RECEIVED  
COUNTY JUDGE'S OFFICE  
09 MAR -2 PM 5:25

***RACIAL PROFILING REPORT***  
***Travis County Constable Precinct One***

March 1, 2009



Last Updated 3-5-09 at 4:28pm

## DANNY THOMAS

TRAVIS COUNTY CONSTABLE

PRECINCT ONE

1811 SPRINGDALE ROAD, STE. 120

AUSTIN, TEXAS 78721

OFFICE (512) 854-7510 FAX (512) 929-0981

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March 1, 2009

Honorable Samuel T. Biscoe, Travis County Judge  
314 W. 11<sup>th</sup> St., Suite 520  
Austin, Texas 78701

Dear Sir:

The topic of racial profiling is considered by some as one of the most pressing themes currently affecting law enforcement agencies in the United States. In 2001, the Texas legislature, in an attempt to address the issue of racial profiling in policing, passed the Texas Racial Profiling Law. Since becoming effective, the Travis County Constables Department Precinct One, in accordance with the law, has collected and reported traffic-related contact data for the purpose of identifying and addressing (if necessary) areas of concern regarding racial profiling practices among peace officers.

This report provides statistical data relevant to contact, made during the course of traffic stops, between 1/1/2008 and 12/31/2008. It is my sincere hope that the findings presented in this report serve as evidence of Constable Precinct One's commitment to comply with the Texas Racial Profiling Law.

Sincerely,

A handwritten signature in cursive script that reads "Danny Thomas".

Danny Thomas  
Travis County Constable  
Precinct One



## ***TABLE OF CONTENTS***

1.....	Texas Racial Profiling Law
2.....	TCLEOSE Guidelines
3.....	Agency Policy
4.....	Racial Profiling Data

# **The Texas Law on Racial Profiling**

AN ACT

relating to the prevention of racial profiling by certain peace officers.

BE IT ENACTED BY THE LEGISLATURE OF THE  
STATE OF TEXAS:

SECTION 1. Chapter 2, Code of Criminal Procedure, is amended by adding Articles 2.131 through 2.138 to read as follows:

Art. 2.131. RACIAL PROFILING PROHIBITED. A peace officer may not engage in racial profiling.

Art. 2.132. LAW ENFORCEMENT POLICY ON RACIAL PROFILING. (a) In this article:

(1) "Law enforcement agency" means an agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make traffic stops in the routine performance of the officers' official duties.

(2) "Race or ethnicity" means of a particular descent, including Caucasian, African, Hispanic, Asian, or Native American descent.

(b) Each law enforcement agency in this state shall adopt a detailed written policy on racial profiling. The policy must:

(1) clearly define acts constituting racial profiling;

(2) strictly prohibit peace officers employed by the agency from engaging in racial profiling;

(3) implement a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;

(4) provide public education relating to the agency's complaint process;

(5) require appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;

(6) require collection of information relating to traffic stops in which a citation is issued and to arrests resulting from those traffic stops, including information relating to:

(A) the race or ethnicity of the individual detained; and

(B) whether a search was conducted and, if so, whether the person detained consented to the search; and

(7) require the agency to submit to the governing body of each county or municipality served by the agency an annual report of the information collected under Subdivision (6) if the agency is an agency of a county, municipality, or other political subdivision of the state.

(c) The data collected as a result of the reporting requirements of this article shall not constitute prima facie evidence of racial profiling.

(d) On adoption of a policy under Subsection (b), a law enforcement agency shall examine the feasibility of installing video camera and transmitter-activated equipment in each agency law enforcement motor vehicle regularly used to make traffic stops and transmitter-activated equipment in each agency law enforcement motorcycle regularly used to make traffic stops. If a law enforcement agency installs video or audio equipment as provided by this subsection, the policy



adopted by the agency under Subsection (b) must include standards for reviewing video and audio documentation.

(e) A report required under Subsection (b)(7) may not include identifying information about a peace officer who makes a traffic stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the collection of information as required by a policy under Subsection (b)(6).

(f) On the commencement of an investigation by a law enforcement agency of a complaint described by Subsection (b)(3) in which a video or audio recording of the occurrence on which the complaint is based was made, the agency shall promptly provide a copy of the recording to the peace officer who is the subject of the complaint on written request by the officer.

Art. 2.133. REPORTS REQUIRED FOR TRAFFIC AND PEDESTRIAN STOPS. (a) In this article:

(1) "Race or ethnicity" has the meaning assigned by Article 2.132(a).

(2) "Pedestrian stop" means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest.

(b) A peace officer who stops a motor vehicle for an alleged violation of a law or ordinance regulating traffic or who stops a pedestrian for any suspected offense shall report to the law enforcement agency that employs the officer information relating to the stop, including:

(1) a physical description of each person detained as a result of the stop, including:

(A) the person's gender; and

(B) the person's race or ethnicity, as stated by the person or, if the person does not state the person's race or ethnicity, as determined by the officer to the best of the officer's ability;

(2) the traffic law or ordinance alleged to have been violated or the suspected offense;

(3) whether the officer conducted a search as a result of the stop and, if so, whether the person detained consented to the search;

(4) whether any contraband was discovered in the course of the search and the type of contraband discovered;

(5) whether probable cause to search existed and the facts supporting the existence of that probable cause;

(6) whether the officer made an arrest as a result of the stop or the search, including a statement of the offense charged;

(7) the street address or approximate location of the stop; and

(8) whether the officer issued a warning or a citation as a result of the stop, including a description of the warning or a statement of the violation charged.

Art. 2.134. COMPILATION AND ANALYSIS OF INFORMATION COLLECTED. (a) In this article, "pedestrian stop" means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest.

(b) A law enforcement agency shall compile and analyze the information contained in each report received by the agency under Article 2.133. Not later than March 1 of each year, each local law enforcement agency shall submit a report containing the information compiled during the previous calendar year to the governing

body of each county or municipality served by the agency in a manner approved by the agency.

(c) A report required under Subsection (b) must include:

(1) a comparative analysis of the information compiled under Article 2.133 to:

(A) determine the prevalence of racial profiling by peace officers employed by the agency; and

(B) examine the disposition of traffic and pedestrian stops made by officers employed by the agency, including searches resulting from the stops; and

(2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

(d) A report required under Subsection (b) may not include identifying information about a peace officer who makes a traffic or pedestrian stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the reporting of information required under Article 2.133(b)(1).

(e) The Commission on Law Enforcement Officer Standards and Education shall develop guidelines for compiling and reporting information as required by this article.

(f) The data collected as a result of the reporting requirements of this article shall not constitute prima facie evidence of racial profiling.

Art. 2.135. EXEMPTION FOR AGENCIES USING VIDEO AND AUDIO EQUIPMENT. (a) A peace officer is exempt from the reporting requirement under Article 2.133 and a law enforcement agency is exempt from the compilation, analysis, and reporting requirements under Article 2.134 if:

(1) during the calendar year preceding the date that a report under Article 2.134 is required to be submitted:

(A) each law enforcement motor vehicle regularly used by an officer employed by the agency to make traffic and pedestrian stops is equipped with video camera and transmitter-activated equipment and each law enforcement motorcycle regularly used to make traffic and pedestrian stops is equipped with transmitter-activated equipment; and

(B) each traffic and pedestrian stop made by an officer employed by the agency that is capable of being recorded by video and audio or audio equipment, as appropriate, is recorded by using the equipment; or

(2) the governing body of the county or municipality served by the law enforcement agency, in conjunction with the law enforcement agency, certifies to the Department of Public Safety, not later than the date specified by rule by the department, that the law enforcement agency needs funds or video and audio equipment for the purpose of installing video and audio equipment as described by Subsection (a)(1)(A) and the agency does not receive from the state funds or video and audio equipment sufficient, as determined by the department, for the agency to accomplish that purpose.

(b) Except as otherwise provided by this subsection, a law enforcement agency that is exempt from the requirements under Article 2.134 shall retain the video and audio or audio documentation of each traffic and pedestrian stop for at least 90 days after the date of the stop. If a complaint is filed with the law enforcement agency alleging that a peace officer employed by the agency has engaged in racial profiling with respect to a traffic or pedestrian stop, the agency shall retain the video and audio or audio record of the stop until final disposition of the complaint.

(c) This article does not affect the collection or reporting requirements under Article 2.132.

Art. 2.136. LIABILITY. A peace officer is not liable for damages arising from an act relating to the collection or reporting of information as required by Article 2.133 or under a policy adopted under Article 2.132.

Art. 2.137. PROVISION OF FUNDING OR EQUIPMENT.

(a) The Department of Public Safety shall adopt rules for providing funds or video and audio equipment to law enforcement agencies for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A), including specifying criteria to prioritize funding or equipment provided to law enforcement agencies. The criteria may include consideration of tax effort, financial hardship, available revenue, and budget surpluses. The criteria must give priority to:

(1) law enforcement agencies that employ peace officers whose primary duty is traffic enforcement;

(2) smaller jurisdictions; and

(3) municipal and county law enforcement agencies.

(b) The Department of Public Safety shall collaborate with an institution of higher education to identify law enforcement agencies that need funds or video and audio equipment for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A). The collaboration may include the use of a survey to assist in developing criteria to prioritize funding or equipment provided to law enforcement agencies.

(c) To receive funds or video and audio equipment from the state for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A), the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the

Department of Public Safety that the law enforcement agency needs funds or video and audio equipment for that purpose.

(d) On receipt of funds or video and audio equipment from the state for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A), the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency has installed video and audio equipment as described by Article 2.135(a)(1)(A) and is using the equipment as required by Article 2.135(a)(1).

Art. 2.138. RULES. The Department of Public Safety may adopt rules to implement Articles 2.131-2.137.

SECTION 2. Chapter 3, Code of Criminal Procedure, is amended by adding Article 3.05 to read as follows:

Art. 3.05. RACIAL PROFILING. In this code, "racial profiling" means a law enforcement-initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity.

SECTION 3. Section 96.641, Education Code, is amended by adding Subsection (j) to read as follows:

(j) As part of the initial training and continuing education for police chiefs required under this section, the institute shall establish a program on racial profiling. The program must include an examination of the best practices for:

(1) monitoring peace officers' compliance with laws and internal agency policies relating to racial profiling;

(2) implementing laws and internal agency policies relating to preventing racial profiling; and

(3) analyzing and reporting collected information.

SECTION 4. Section 1701.253, Occupations Code, is amended by adding Subsection (e) to read as follows:

(e) As part of the minimum curriculum requirements, the commission shall establish a statewide comprehensive education and training program on racial profiling for officers licensed under this chapter. An officer shall complete a program established under this subsection not later than the second anniversary of the date the officer is licensed under this chapter or the date the officer applies for an intermediate proficiency certificate, whichever date is earlier.

SECTION 5. Section 1701.402, Occupations Code, is amended by adding Subsection (d) to read as follows:

(d) As a requirement for an intermediate proficiency certificate, an officer must complete an education and training program on racial profiling established by the commission under Section 1701.253(e).

SECTION 6. Section 543.202, Transportation Code, is amended to read as follows:

Sec. 543.202. FORM OF RECORD. (a) In this section, "race or ethnicity" means of a particular descent, including Caucasian, African, Hispanic, Asian, or Native American descent.

(b) The record must be made on a form or by a data processing method acceptable to the department and must include:

- (1) the name, address, physical description, including race or ethnicity, date of birth, and driver's license number of the person charged;
- (2) the registration number of the vehicle involved;
- (3) whether the vehicle was a commercial motor vehicle as defined by Chapter 522 or was involved in transporting hazardous materials;

(4) the person's social security number, if the person was operating a commercial motor vehicle or was the holder of a commercial driver's license or commercial driver learner's permit;

(5) the date and nature of the offense, including whether the offense was a serious traffic violation as defined by Chapter 522;

(6) whether a search of the vehicle was conducted and whether consent for the search was obtained;

(7) the plea, the judgment, and whether bail was forfeited;

(8) ~~(7)~~ the date of conviction; and

(9) ~~(8)~~ the amount of the fine or forfeiture.

SECTION 7. Not later than January 1, 2002, a law enforcement agency shall adopt and implement a policy and begin collecting information under the policy as required by Article 2.132, Code of Criminal Procedure, as added by this Act. A local law enforcement agency shall first submit information to the governing body of each county or municipality served by the agency as required by Article 2.132, Code of Criminal Procedure, as added by this Act, on March 1, 2003. The first submission of information shall consist of information compiled by the agency during the period beginning January 1, 2002, and ending December 31, 2002.

SECTION 8. A local law enforcement agency shall first submit information to the governing body of each county or municipality served by the agency as required by Article 2.134, Code of Criminal Procedure, as added by this Act, on March 1, 2004. The first submission of information shall consist of information compiled by the agency during the period beginning January 1, 2003, and ending December 31, 2003.



SECTION 9. Not later than January 1, 2002:

(1) the Commission on Law Enforcement Officer Standards and Education shall establish an education and training program on racial profiling as required by Subsection (e), Section 1701.253, Occupations Code, as added by this Act; and

(2) the Bill Blackwood Law Enforcement Management Institute of Texas shall establish a program on racial profiling as required by Subsection (j), Section 96.641, Education Code, as added by this Act.

SECTION 10. A person who on the effective date of this Act holds an intermediate proficiency certificate issued by the Commission on Law Enforcement Officer Standards and Education or has held a peace officer license issued by the Commission on Law Enforcement Officer Standards and Education for at least two years shall complete an education and training program on racial profiling established under Subsection (e), Section 1701.253, Occupations Code, as added by this Act, not later than September 1, 2003.

SECTION 11. An individual appointed or elected as a police chief before the effective date of this Act shall complete a program on racial profiling established under Subsection (j), Section 96.641, Education Code, as added by this Act, not later than September 1, 2003.

SECTION 12. This Act takes effect September 1, 2001.

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President of the Senate

Speaker of the House

I hereby certify that S.B. No. 1074 passed the Senate on April 4, 2001, by the following vote: Yeas 28, Nays 2; May 21, 2001, Senate refused to concur in House amendments and requested appointment of Conference Committee; May 22, 2001, House granted request of the Senate; May 24, 2001, Senate adopted Conference Committee Report by a viva-voce vote.

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Secretary of the Senate

I hereby certify that S.B. No. 1074 passed the House, with amendments, on May 15, 2001, by a non-record vote; May 22, 2001, House granted request of the Senate for appointment of Conference Committee; May 24, 2001, House adopted Conference Committee Report by a non-record vote.

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Chief Clerk of the House

Approved:

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Date

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Governor

# **TCLEOSE GUIDELINES**

## **Guidelines for Compiling and Reporting Data under Senate Bill 1074**

### **Background**

Senate Bill 1074 of the 77<sup>th</sup> Legislature established requirements in the Texas Code of Criminal Procedure (TCCP) for law enforcement agencies. The Commission developed this document to assist agencies in complying with the statutory requirements.

The guidelines are written in the form of standards using a style developed from accreditation organizations including the Commission on Accreditation for Law Enforcement Agencies (CALEA). The standards provide a description of *what* must be accomplished by an agency but allows wide latitude in determining *how* the agency will achieve compliance with each applicable standard.

Each standard is composed of two parts: the standard statement and the commentary. The *standard statement* is a declarative sentence that places a clear-cut requirement, or multiple requirements, on an agency. The commentary supports the standard statement but is not binding. The commentary can serve as a prompt, as guidance to clarify the intent of the standard, or as an example of one possible way to comply with the standard.

### **Standard 1**

Each law enforcement agency has a detailed written directive that:

- clearly defines acts that constitute racial profiling;
- strictly prohibits peace officers employed by the agency from engaging in racial profiling;
- implements a process by which an individual may file a complaint with the agency if the individual believes a peace officer employed by the agency has engaged in racial profiling with respect to the individual filing the complaint;
- provides for public education relating to the complaint process;
- requires appropriate corrective action to be taken against a peace officer employed by the agency who, after investigation, is shown to have engaged in racial profiling in violation of the agency's written racial profiling policy; and
- requires the collection of certain types of data for subsequent reporting.

### **Commentary**

Article 2.131 of the TCCP prohibits officers from engaging in racial profiling, and article 2.132 of the TCCP now requires a written policy that contains the elements listed in this standard. The article also specifically defines a law enforcement agency as it applies to this statute as an "agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make traffic stops in the routine performance of the officers' official duties."

The article further defines race or ethnicity as being of "a particular descent, including Caucasian, African, Hispanic, Asian, or Native American." The statute does not limit the required policies to just these ethnic groups.

This written policy is to be adopted and implemented no later than January 1, 2002.

## **Standard 2**

Each peace officer who stops a motor vehicle for an alleged violation of a law or ordinance regulating traffic, or who stops a pedestrian for any suspected offense reports to the employing law enforcement agency information relating to the stop, to include:

- a physical description of each person detained, including gender and the person's race or ethnicity, as stated by the person, or, if the person does not state a race or ethnicity, as determined by the officer's best judgment;
- the traffic law or ordinance alleged to have been violated or the suspected offense;
- whether the officer conducted a search as a result of the stop and, if so, whether the person stopped consented to the search;
- whether any contraband was discovered in the course of the search, and the type of contraband discovered;
- whether probable cause to search existed, and the facts supporting the existence of that probable cause;
- whether the officer made an arrest as a result of the stop or the search, including a statement of the offense charged;
- the street address or approximate location of the stop; and
- whether the officer issued a warning or citation as a result of the stop, including a description of the warning or a statement of the violation charged.

## **Commentary**

The information required by 2.133 TCCP is used to complete the agency reporting requirements found in Article 2.134. A peace officer and an agency may be exempted from this requirement under Article 2.135 TCCP Exemption for Agencies Using Video and Audio Equipment. An agency may be exempt from this reporting requirement by applying for the funds from the Department of Public Safety for video and audio equipment and the State does not supply those funds. Section 2.135 (a)(2) states, "the governing body of the county or municipality served by the law enforcement agency, in conjunction with the law enforcement agency, certifies to the Department of Public Safety, not later than the date specified by rule by the department, that the law enforcement agency needs funds or video and audio equipment for the purpose of installing video and audio equipment as described by Subsection (a) (1) (A) and the agency does not receive from the state funds for video and audio equipment sufficient, as determined by the department, for the agency to accomplish that purpose."

## **Standard 3**

The agency compiles the information collected under 2.132 and 2.133 and analyzes the information identified in 2.133.

## **Commentary**

Senate Bill 1074 from the 77<sup>th</sup> Session of the Texas Legislature created requirements for law enforcement agencies to gather specific information and to report it to each county or municipality served. New sections of law were added to the Code of Criminal Procedure regarding the reporting of traffic and pedestrian stops. Detained is defined as when a person stopped is not free to leave.

Article 2.134 TCCP requires the agency to compile and provide and analysis of the information collected by peace officer employed by the agency. The report is provided to the governing body of the municipality or county no later than March 1 of each year and covers the previous calendar year.

There is data collection and reporting required based on Article 2.132 CCP (tier one) and Article 2.133 CCP (tier two).

The minimum requirements for “tier one” data for traffic stops in which a citation results are:

- 1) the race or ethnicity of individual detained (race and ethnicity as defined by the bill means of “a particular descent, including Caucasian, African, Hispanic, Asian, or Native American”);
- 2) whether a search was conducted, and if there was a search, whether it was a consent search or a probable cause search; and
- 3) whether there was a custody arrest.

The minimum requirements for reporting on “tier two” reports include traffic and pedestrian stops. Tier two data include:

- 1) the detained person’s gender and race or ethnicity;
- 2) the type of law violation suspected, e.g., hazardous traffic, non-hazardous traffic, or other criminal investigation (the Texas Department of Public Safety publishes a categorization of traffic offenses into hazardous or non-hazardous);
- 3) whether a search was conducted, and if so whether it was based on consent or probable cause;
- 4) facts supporting probable cause;
- 5) the type, if any, of contraband that was collected;
- 6) disposition of the stop, e.g., arrest, ticket, warning, or release;
- 7) location of stop; and
- 8) statement of the charge, e.g., felony, misdemeanor, or traffic.

Tier one reports are made to the governing body of each county or municipality served by the agency an annual report of information if the agency is an agency of a county, municipality, or other political subdivision of the state. Tier one and two reports are reported to the county or municipality not later than March 1 for the previous calendar year beginning March 1, 2003. Tier two reports include a comparative analysis between the race and ethnicity of persons detained to see if a differential pattern of treatment can be discerned based on the disposition of stops including searches resulting from the stops. The reports also include information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling. An agency may be exempt from the tier two reporting requirement by applying for the funds from the Department of Public Safety for video and audio equipment and the State does not supply those funds [See 2.135 (a)(2) TCCP].

Reports should include both raw numbers and percentages for each group. Caution should be exercised in interpreting the data involving percentages because of statistical distortions caused by very small numbers in any particular category, for example, if only one American Indian is stopped and searched, that stop would not provide an accurate comparison with 200 stops among Caucasians with 100 searches. In the first case, a 100% search rate would be skewed data when compared to a 50% rate for Caucasians.

#### **Standard 4**

If a law enforcement agency has video and audio capabilities in motor vehicles regularly used for traffic stops, or audio capabilities on motorcycles regularly used to make traffic stops, the agency:

- adopts standards for reviewing and retaining audio and video documentation; and
- promptly provides a copy of the recording to a peace officer who is the subject of a complaint on written request by the officer.

#### **Commentary**

The agency should have a specific review and retention policy. Article 2.132 TCCP specifically requires that the peace officer be promptly provided with a copy of the audio or video recordings if the officer is the subject of a complaint and the officer makes a written request.

**Standard 5**

Agencies that do not currently have video or audio equipment must examine the feasibility of installing such equipment.

**Commentary**

None

**Standard 6**

Agencies that have video and audio recording capabilities are exempt from the reporting requirements of Article 2.134 TCCP and officers are exempt from the reporting requirements of Article 2.133 TCCP provided that:

- the equipment was in place and used during the proceeding calendar year; and
- video and audio documentation is retained for at least 90 days.

**Commentary**

The audio and video equipment and policy must have been in place during the previous calendar year. Audio and video documentation must be kept for at least 90 days or longer if a complaint has been filed. The documentation must be retained until the complaint is resolved. Peace officers are not exempt from the requirements under Article 2.132 TCCP.

**Standard 7**

Agencies have citation forms or other electronic media that comply with Section 543.202 of the Transportation Code.

**Commentary**

Senate Bill 1074 changed Section 543.202 of the Transportation Code requiring citations to include:

- race or ethnicity, and
- whether a search of the vehicle was conducted and whether consent for the search was obtained.

# **RACIAL PROFILING POLICY**

## **Chapter 8**



## **RACIAL PROFILING POLICY**

### **8.01 PURPOSE**

The Purpose of the policy is to reaffirm the Travis County Constable Department's commitment to unbiased policing in all its encounters between officer and any person; to reinforce procedures that serve to ensure public confidence and mutual trust through the provision of services in a fair and equitable fashion and to protect our officers from unwarranted accusations of misconduct when they act within the dictates of departmental policy at the law.

### **8.02 POLICY**

It is the policy of this department to police in a proactive manner and, to aggressively investigate suspected violations of law. Officers shall actively enforce state and federal laws in a responsible and professional manner, without regard to race, ethnicity or national origin. Officers are strictly prohibited from engaging in racial profiling as defined in this policy. This policy shall be applicable to all persons, whether drivers, passengers or pedestrians.

Officers shall conduct themselves in a dignified and respectful manner at all times when dealing with the public. Two of the fundamental rights guaranteed by both the United States and Texas constitutions are equal protection under the law and freedom from unreasonable searches and seizures must be respected. Racial profiling is an unacceptable patrol tactic and will not be condoned.

This policy shall not preclude officers from offering assistance, such as upon observing a substance leaking from a vehicle, a flat tire, or someone who appears to be ill, lost or confused. Nor does this policy prohibit stopping someone suspected of a crime based upon observed actions and/or information received about the person.

### **8.03 DEFINITIONS**

**Racial Profiling** – A law enforcement-initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity.

Racial profiling pertains to persons who are viewed as suspects or potential suspects of criminal behavior. The term is not relevant as it pertains to witnesses, complainants~~4~~ or other citizen contacts.

The prohibition against racial profiling does not preclude the use of race, ethnicity or national origin as factors in a detention decision. Race, ethnicity or national origin may be legitimate factors in a detention decision when used as part of an actual description of a specific suspect for whom an officer is searching. Detaining an individual and conducting an inquiry into that person's activities simply because of that individual's race, ethnicity, or national origin is racial profiling. Examples of racial profiling include but are not limited to the following.

1. Citing a driver who is speeding in a stream of traffic where most other drivers are speeding because of the cited driver's race, ethnicity or national origin.
2. Detaining the driver of a vehicle based on the determination that a person of that race, ethnicity or national origin is unlikely to own or possess that specific make or model of vehicle.
3. Detaining an individual based upon the determination that a person of that race, ethnicity or national origin does not belong in a specific part of town or a specific place.

A law enforcement agency can derive at two principles from the adoption of this definition of racial profiling:

1. Police may not use racial or ethnic stereotypes as factors in selecting whom to stop and search, while police may use race in conjunction with other known factors of the suspect.
2. Law enforcement officers may not use racial or ethnic stereotypes as factors in selecting whom to stop and search. Racial profiling is not relevant as it pertains to witnesses, etc.

**Race or Ethnicity** – Of a particular decent, including Caucasian, African, Hispanic, Asian, or Native American.

**Pedestrian Stop** – An interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest.

**Traffic Stop** – A peace officer who stops a motor vehicle for an alleged violation of a law of ordinance regulating traffic.

## **8.04 TRAINING**

Officers are responsible to adhere to all Texas Commission on Law Enforcement Officer Standards and Education (TCLEOSE) training.

All officers shall complete a TCLEOSE training and education program on racial profiling not later than the second anniversary of the date the officer is licensed under Chapter 1701 of the Texas Occupations Code or the date the officer applies for an intermediate proficiency certificate, whichever date is earlier. A person who on September 1, 2001, held a TCLEOSE intermediate proficiency certificate, or who had held a peace officer license issued by TCLEOSE for at least two years, shall complete a TCLEOSE training and education program on racial profiling not later than September 1, 2003.

An individual appointed or elected as a police chief before the effective date of this Act shall complete the program on racial profiling established under Subsection (j), Section 96.641, Education Code, as added by this Act, not later than September 1, 2003.

### **8.05 COMPLAINT INVESTIGATION**

1. The department shall accept complaints from any person who believes he or she has been stopped or searched based on racial, ethnic or national origin profiling. No person shall be discouraged, intimidated or coerced from filing a complaint, nor discriminated against because he or she filed such a complaint.
2. Any employee who receives an allegation of racial profiling, including the officer who initiated the stop, shall record the person's name, address and telephone number, and forward the complaint through the appropriate channel or direct the individual(s). Any employee contacted shall provide to that person a copy of a complaint form or the department process for filing a complaint. All employees will report any allegation of racial profiling to their superior before the end of their shift.
3. Investigation of a complaint shall be conducted in a thorough and timely manner. All complaints will be acknowledged in writing to the initiator who will receive disposition regarding said complaint within a reasonable period of time. The investigation shall be reduced to writing and any reviewer's comments or conclusions shall be filed with the chief. When applicable, findings and/or suggestions for disciplinary action, retraining, or changes in policy shall be filed with the chief.
4. If a racial profiling complaint is sustained against an officer, it will result in appropriate corrective and/or disciplinary action, up to and including termination.
5. If there is a departmental video or audio recording of the events upon which a complaint of racial profiling is based, upon commencement of an investigation by this department into the complaint and written request of he

Each traffic and pedestrian stop made by an officer of this department that is capable of being recorded by video and audio, or audio, as appropriate, is recorded.

This department shall retain the video and audiotapes, or the audiotape of each traffic and pedestrian stop for at least ninety (90) days after the date of the stop. If a complaint is filed with this department alleging that one of our officers has engaged in racial profiling with respect to a traffic or pedestrian stop, this department shall retain the video and audiotapes, or the audiotape of the stop until final disposition of the complaint.

Supervisors will ensure officers of this department are recording their traffic and pedestrian stops. A recording of each officer will be reviewed at least once every ninety-(90) days.

\*If the equipment used to record audio and/or video of traffic or pedestrian stops is malfunctioning or otherwise not operable, the officer making the stop may properly record and report the information as required in Section VIII.

officer made the subject of the complaint, this department shall promptly provide a copy of the recording to that officer.

## **8.06 PUBLIC EDUCATION**

The department will inform the public of its policy against racial profiling and the complaint process. Methods that may be utilized to inform the public are the news media, radio, service or civic presentations, the Internet, as well as governing board meetings. Additionally, information will be made available as appropriate in languages other than English.

## **8.07 CITATION DATA COLLECTION & REPORTING**

An officer is required to collect information relating to traffic stops in which a citation is issued. On the citation officers must include:

1. the violators race or ethnicity;
2. whether a search was conducted;
3. was the search consensual; and
4. arrest for this cited violation or any other violation.

By March of each year, the department shall submit a report to their governing board that includes the information gathered by the citations. The report will include:

1. a breakdown of citations by race or ethnicity;
2. number of citations that resulted in a search;
3. number of searches that were consensual; and
4. number of citations that resulted in custodial arrest for this cited violation or any other violation.

Not later than March 1<sup>st</sup> of each year, this department shall submit a report to our governing body containing this information from the preceding calendar year.

## **8.08 COLLECTION AND REPORTING INFORMATION GATHERED FROM TRAFFIC AND PEDESTRIAN STOPS**

An officer who stops a motor vehicle for an alleged violation of a law or ordinance regulating traffic, or who stops a pedestrian for any suspected offense, shall record and report the following information

1. A physical description of each person detained as a result of the stop, including:
  - a) The person's gender;
  - b) The person's race or ethnicity, as stated by the person or as determined by the officer to the best of his/her ability.

2. The street address or approximate location of the stop. The suspected offense or the traffic law or ordinance alleged to have been violated.
3. Whether the officer conducted a search as a result of the stop and, if so, whether the person detained consented to the search.
4. Whether probable cause to search existed and, if so, the fact(s) supporting the existence of that probable cause.
5. Whether any contraband was discovered in the course of the search and, if so, the type of contraband discovered.
6. Whether the officer made an arrest as a result of the stop and/or search, and, if so, a statement of the offense charged.
7. Whether the officer issued a warning or a citation as a result of the stop and, if so, a statement of the offense charged.

This department shall compile and analyze the information contained in these individual reports. Not later than March 1<sup>st</sup> of each year, this department shall submit a report to our governing body containing the information compiled from the preceding calendar year in a manner they approve. This report will include:

1. A comparative analysis of the information contained in the individual reports in order to:
  - a) Determine the prevalence of racial profiling by officers in this department; and
  - b) Examine the disposition of traffic and pedestrian stops made by this department's officers, including searches resulting from stops.
2. Information relating to each complaint filed with this department alleging racial profiling.

This report will not include identifying information about a peace officer who makes a stop or about an individual who is stopped or arrested by a peace officer.

## **8.09 USE OF VIDEO AND AUDIO EQUIPMENT**

Each motor vehicle regularly used by this department to make traffic and pedestrian stops is equipped with a video camera and transmitter-activated equipment, and each motorcycle regularly used by this department to make traffic and pedestrian stops is equipped with transmitter-activated equipment; and

Each traffic and pedestrian stop made by an officer of this department that is capable of being recorded by video and audio, or audio, as appropriate, is recorded.

This department shall retain the video and audiotapes, or the audiotape of each traffic and pedestrian stop for at least ninety (90) days after the date of the stop. If a complaint is filed with this department alleging that one of our officers has engaged in racial profiling with respect to a traffic or pedestrian stop, this department shall retain the video and audiotapes, or the audiotape of the stop until final disposition of the complaint.

Supervisors will ensure officers of this department are recording their traffic and pedestrian stops. A recording of each officer will be reviewed at least once every ninety-(90) days.

\*If the equipment used to record audio and/or video of traffic or pedestrian stops is malfunctioning or otherwise not operable, the officer making the stop may properly record and report the information as required in Section VIII.

## **Racial Profiling Data**



**Racial Profiling Data  
March-09**

Stop Reason	Stop Disposition	Hispanic	% of Race	% of Arrest
Hazardous Traffic	Arrested			
Hazardous Traffic	Released			
Hazardous Traffic	Ticketed	41	80.00%	
Hazardous Traffic	Warned (Written)			
Investigation	Arrested			
Investigation	Released			
Investigation	Ticketed	0	0	0
Investigation	Warned (Written)			
Non-Hazardous Traffic	Arrested			
Non-Hazardous Traffic	Released			
Non-Hazardous Traffic	Ticketed	10	20.00%	0
Non-Hazardous Traffic	Warned (Written)		100.00%	
		51	100.00%	0
		Total	Total	Total

Search Status	Hispanic	% of Race	% Custody Arrest
Consent Search			
No Search	51	100	0
Probable Cause Search			
	51	100	0
	Total	Total	Total

Statement of Charge	Hispanic	% Race
Felony		
Misdemeanor		
Traffic	51	100

**Racial Profiling Data  
March-09**

Stop Reason	Stop Disposition	Black	% of Race	% of Arrest
Hazardous Traffic	Arrested			
Hazardous Traffic	Released			
Hazardous Traffic	Ticketed	39	64.00%	0
Hazardous Traffic	Warned (Written)			
Investigation	Arrested			
Investigation	Released			
Investigation	Ticketed			
Investigation	Warned (Written)			
Non-Hazardous Traffic	Arrested	0		
Non-Hazardous Traffic	Released	0		
Non-Hazardous Traffic	Ticketed	22	36.00%	
Non-Hazardous Traffic	Warned (Written)	0	0.00%	
		61	100.00%	
		<b>Total</b>	<b>Total</b>	<b>Total</b>

Search Status	Black	% of Race	% Custody Arrest
Consent Search	0		
No Search	61	100	0
Probable Cause Search	0		
		61	100
		<b>Total</b>	<b>Total</b>

Statement of Charge	Black	% Race
Felony	0	
Misdemeanor	0	
Traffic	61	100

**Racial Profiling Data  
March-09**

Stop Reason	Stop Disposition	White	% of Race	% of Arrest
Hazardous Traffic	Arrested			
Hazardous Traffic	Released			
Hazardous Traffic	Ticketed	26	100.00%	0
Hazardous Traffic	Warned (Written)			
Investigation	Arrested			
Investigation	Released			
Investigation	Ticketed	0	0	0
Investigation	Warned (Written)			
Non-Hazardous Traffic	Arrested			
Non-Hazardous Traffic	Released			
Non-Hazardous Traffic	Ticketed	0	0.00%	0
Non-Hazardous Traffic	Warned (Written)			
		26	100.00%	0
		<b>Total</b>	<b>Total</b>	<b>Total</b>
		52	200.00%	0

Search Status	White	% of Race	% Custody Arrest
Consent Search			
No Search	26	100	0
Probable Cause Search			
		26	0
		<b>Total</b>	<b>Total</b>

Statement of Charge	White	% Race
Felony		
Misdemeanor		
Traffic	26	100

**Racial Profiling Data  
March-09**

Stop Reason	Stop Disposition	Asian	% of Race	% of Arrest
Hazardous Traffic	Arrested			
Hazardous Traffic	Released			
Hazardous Traffic	Ticketed	0	0.00%	0
Hazardous Traffic	Warned (Written)			
Investigation	Arrested			
Investigation	Released			
Investigation	Ticketed	0	0	0
Investigation	Warned (Written)			
Non-Hazardous Traffic	Arrested			
Non-Hazardous Traffic	Released			
Non-Hazardous Traffic	Ticketed	0	0.00%	0
Non-Hazardous Traffic	Warned (Written)			
		0 Total	0.00% Total	0 Total

Search Status	Asian	% of Race	% Custody Arrest
Consent Search			
No Search	0	0	0
Probable Cause Search			
	0 Total	0 Total	0 Total

Statement of Charge	Asian	% Race
Felony		
Misdemeanor		
Traffic	0	0

**Racial Profiling Data  
March-09**

Stop Reason	Stop Disposition	Native Am	% of Race	% of Arrest
Hazardous Traffic	Arrested	0.00%	0.00%	0
Hazardous Traffic	Released			
Hazardous Traffic	Ticketed			
Hazardous Traffic	Warned (Written)			
Investigation	Arrested	0	0.00%	0
Investigation	Released			
Investigation	Ticketed			
Investigation	Warned (Written)			
Non-Hazardous Traffic	Arrested	0	0.00%	0
Non-Hazardous Traffic	Released			
Non-Hazardous Traffic	Ticketed			
Non-Hazardous Traffic	Warned (Written)			
		0 Total	0.00% Total	0 Total

Search Status	Native American	% of Race	% Custody Arrest
Consent Search	0		
No Search	0		
Probable Cause Search	0		
	0 Total	Total	Total

Statement of Charge	Native American	% Race
Felony	0	
Misdemeanor	0	
Traffic	0	

TRAVIS COUNTY COMMISSIONERS' COURT

AGENDA REQUEST

Please consider the following item for: (fill in date of meeting in blank)

VOTING SESSION 03/10/09 EXECUTIVE SESSION \_\_\_\_\_

I. A. Request made by Susan Spataro, Travis County Auditor  
Phone Number 854-9125

B. Requested Text:

Consider and take appropriate action on Management Representation Letter to be provided to Deloitte & Touche, LLP regarding FY08 County-wide annual financial audit.

\_\_\_\_\_  
County Judge or Commissioner

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). See attached memo.

B. Have the agencies affected by this request been invited to attend the Voting Session. Yes x No \_\_\_\_\_

Please list those contacted and their phone numbers:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

III. PERSONNEL

\_\_\_\_\_ A change in your department's personnel

IV. BUDGET REQUESTS

If your request involves any of the following please check appropriately:

- \_\_\_\_\_ Additional funding for your department  
\_\_\_\_\_ Transfer of funds within your department budget  
\_\_\_\_\_ A change in your department's personnel

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COUNTY JUDGE'S OFFICE  
09 MAR - 2 PM 3:54

All agenda requests and backup materials must be submitted to County Judge's office by Mondays, 5:00 p.m. for next week's meeting.

TRAVIS COUNTY  
AUDITOR'S OFFICE

SUSAN A. SPATARO, CPA, CMA  
COUNTY AUDITOR



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

---

To: Judge Biscoe, County Judge

From: Diana Warner, First Assistant County Auditor *Diana*

Date: March 2, 2009

Re: Agenda Item - Management Representation Letter to Deloitte

We are requesting an agenda item for the County's Management Representation Letter to be provided to Deloitte and Touche, LLP regarding the FY08 County-wide annual financial audit. We distributed copies of this letter to each member of the Commissioners' Court on Monday, February 23, 2009, and asked for their comments by Thursday, March 5, 2009.

Therefore, at this time, we have not attached a copy of the draft letter which was previously distributed to each member of the Commissioners' Court. On Friday, March 6, 2009, after we have received final comments, we will forward to your office the required eight copies of the letter plus two originals for signatures of each member of the Commissioners' Court. When the letters are signed, please have your office notify Jackie Casias at x49133 and she will pick up the copy that needs to be sent to Deloitte and Touche.

If you have any questions, please do not hesitate to contact me at x49125.

## Travis County Commissioners' Court Agenda Request

Meeting Date: MARCH 10, 2009

I. A. Requestor: DEECE ECKSTEIN, IGR Phone # 854-9754

B. Specific Agenda Wording:

1. CONSIDER AND TAKE APPROPRIATE ACTION ON LEGISLATIVE MATTERS, INCLUDING:

A. ADDITIONS, DELETIONS OR MODIFICATIONS TO THE LEGISLATIVE PRIORITIES ADOPTED BY THE COMMISSIONERS COURT;

B. LEGISLATION RELATING TO HEALTH BENEFITS COVERAGE PROVIDED TO PERSONS WHO RETIRE EARLY FROM EMPLOYMENT BY CERTAIN COUNTIES OR MUNICIPALITIES;

C. LEGISLATION RELATING TO COURT COSTS AND FEE INCREASES, INCLUDING HB 79, HB 286, HB 363, HB 400, HB 572, HB 579, HB 588, HB 666, HB 755, HB 985, HB 1212, HB 1260, HB 1284, HB 1531, HB 1753, HB 1860, HB 2008, SB 82, SB 409, SB 919, SB 934, SB 950, SB 1087, and SB 1120; and

D. TRAVIS COUNTY PRINCIPLES REGARDING, AND SPECIFIC ACTION ON, LEGISLATION RELATING TO:

1. APPRAISAL REFORM (INCLUDING HB 2, HB 133, HB 134, HB 1038, HJR 22, HJR 36, SB 678, SB 721, and SB 771);

2. APPRAISAL CAPS (INCLUDING HB 17, HB 46, HB 127, HB 700, HB 701, HB 711, HB 1018, HB 1092, HB 1575, HJR 12, HJR 15, HJR 21, HJR 42, HJR 43, HJR 44, HJR 51, HJR 55, SB 218, SB 299, SB 700, SJR 10, and SJR 13);

3. REVENUE CAPS (INCLUDING HB 1576 and SB 402); and

4. TAX ABATEMENTS (INCLUDING HB 88, HB 703, HB 773, and HB 1127);

C. Sponsor: \_\_\_\_\_  
County Commissioner or County Judge

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COUNTY JUDGE'S OFFICE  
09 MAR - 3 PM 5-21

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



- II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request.
- B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request.

SEE LIST BELOW	

- III. Required Authorizations: Please check if applicable:

**NONE APPLICABLE.**

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

Alicia Perez, Executive Manager  
 Administrative Operations  
 Phone: 854-9343  
 Email: Alicia.Perez@co.travis.tx.us

Rodney Rhoades, Executive Manager  
 Planning and Budget Office  
 Phone: 854-9106  
 Email: rodney.rhoades@co.travis.tx.us

Danny Hobby, Executive Manager  
 Emergency Medical Services  
 Phone: 854-4416  
 Email: danny.hobby@co.travis.tx.us

Joe Gieselman, Executive Manager  
 Transportation and Natural Resources  
 Phone: 854-9383  
 Email: JOE.GIESELMAN@co.travis.tx.us

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

Roger Jefferies, Executive Manager  
Justice and Public Safety  
Phone: 854-4415  
Email: ROGER.JEFFERIES@co.travis.tx.us

Sherrie Fleming, Executive Manager  
Health and Human Services  
Phone: 854-4101  
Email: Sherri.Fleming@co.travis.tx.us

Cyd Grimes  
Purchasing Agent  
Phone: 854-9700  
Email: CYD.GRIMES@co.travis.tx.us

David Escamilla  
County Attorney  
Phone: 854-9415  
Email: David.Escamilla@co.travis.tx.us

Susan Spataro  
County Auditor  
Phone: 854-9125  
Email: Susan.Spataro@co.travis.tx.us

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

## Travis County Commissioners Court Agenda Request

Meeting Date: March 10, 2009

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

B. Specific Agenda Wording:

**CONSIDER AND TAKE APPROPRIATE ACTION ON APPEAL FROM DANIEL KALLICK TO WAIVE PENALTY AND INTEREST ON TAXES DUE. (THIS ITEM MAY BE DISCUSSED IN EXECUTIVE SESSION PURSUANT TO GOV'T CODE ANN. 551.071, CONSULTATION WITH ATTORNEY)**

C. Sponsor: \_\_\_\_\_  
County Commissioner or County Judge

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

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


III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

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

County Attorney's Office (854-9415)

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

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

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09 MAR 15 AM 10:26

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09 FEB 26 AM 9:39  
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26

Travis County Commissioners Court Agenda Request

Voting Session 3/10/09  
(Date)

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

- I. A. Request made by: John C. Hille, Jr., Assistant County Attorney  
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney
- B. Requested Text: Receive legal briefing from County Attorney regarding Office of Parental Representation and Office of Child Representation and take appropriate action (Executive Session also pursuant to Tex. Gov't Code Ann. §551.071).
- 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:

Hon. Darlene Byrne, Judge 126 <sup>th</sup> Dist. Ct.	854-9313
Hon. David Escamilla, County Attorney	854-9413
James W. Collins, Exec. Assist., TCAO	854-9513
Roger Jefferies, Exec. Mgr., Justice & Public Safety	854-4415
John C. Hille, Jr., Dir., Trans. Div., TCAO	854-9513
Jim Connolly, TCAO	854-9513
Daniel Bradford, TCAO	854-9513

- III. Required Authorizations: Please check if applicable:

Planning and Budget Office (473-9106)

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

Human Resources Department (473-9165)

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

Purchasing Office (473-9700)

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

County Attorney's Office (473-9415)

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


AGENDA REQUEST DEADLINE: This Agenda Request complete with backup memorandum and exhibits should be submitted to the County Judge's Office 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.

27

VS #

AGENDA REQUEST

Please consider the following item for:

Work Session \_\_\_\_\_ Executive Session 3/10/09  Voting Session \_\_\_\_\_

I. A. Request made by: COUNTY ATTORNEY (J. Elliott Beck)  
Phone: 854-9513

B. Requested Text:

Receive briefing from the County Attorney in Travis County, et al v. Roland & Mary Anne Peloza (Sandhya & Harsh Zadoo Resale Deed) and take appropriate action (Executive Session Also, pursuant to Tex. Gov't Code Ann. Section 551.071(1) (A) .

C. Approved

by:

Signature of Commissioner or Judge

II. A. Is backup material attached\*: YES X NO

\*Any backup material to be presented to the court must be submitted with this Agenda Request (Original & Eight copies).

B. Have the agencies affected by this request been invited to attend the Work Session?

YES X NO \_\_\_\_\_ Please list those contacted and their phone numbers:

Nelda Wells-Spears, Tax Assessor-Collector 854-9005

J. Elliott Beck, Assistant County Attorney 854-9513

PERSONNEL

\_\_\_\_ A Change in your department's personnel. (reclass, etc.)

IV. BUDGET REQUEST:

If your request involves any of the following please check:

\_\_\_\_ Additional funding for your department  
\_\_\_\_ Transfer of funds within your department budget  
\_\_\_\_ A change in your department's personnel

The County Personnel (854-9165) and/or Budget and Research Office (854-9171) must be notified prior to submission of this agenda request.

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COUNTY JUDGE'S OFFICE  
09 FEB 26 AM 10:27

28

VOTING SESSION 03/10/09  
(DATE)

WORKING SESSION 03/10/09  
(DATE)

- I. A. REQUEST MADE BY: COUNTY ATTORNEY EAC PHONE # 854-9513
- SIGNATURE OF ELECTED OFFICIAL/APPOINTED OFFICIAL/EXECUTIVE  
MANAGER/COUNTY ATTORNEY
- B. REQUESTED TEXT:
- RECEIVE BRIEFING FROM COUNTY ATTORNEY AND/OR TAKE APPROPRIATE  
ACTION IN SETTLEMENT OFFER ON ATTORNEY'S FEES; **IN RELIABLE**  
**CONSULTANTS, INC., D/B/A DREAMERS v. RONNIE EARLE, ET AL NO. A-0-CA-086-LY**  
(REQUESTED BY COUNTY ATTORNEY) (EXECUTIVE SESSION ALSO, PURSUANT TO  
TEX. GOV'T. CODE ANN SECTION 551.071 (1) (A) AND 551.071 (1) (B))
- C. APPROVED BY: \_\_\_\_\_  
SIGNATURE OF COMMISSIONER(S) OR COUNTY JUDGE
- II. A. BACKUP MEMORANDUM AND EXHIBITS SHOULD BE ATTACHED AND SUBMITTED WITH  
THIS AGENDA REQUEST (ORIGINAL AND EIGHT COPIES FOR 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.
- DAN MANSOUR, RISK MANAGEMENT, 854-9499  
RONNIE EARLE, DISTRICT ATTORNEY, 854-9400
- III. REQUIRED AUTHORIZATIONS: PLEASE CHECK IF APPLICABLE:

EAC

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

\_\_\_\_\_ BID, PURCHASE CONTRACT, REQUEST FOR PROPOSAL, PROCUREMENT

COUNTY ATTORNEY'S OFFICE (854-9513)

\_\_\_\_\_ 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 12:00 PM ON TUESDAY FOR  
THE FOLLOWING WEEK'S MEETING. LATE OR INCOMPLETE REQUESTS MAY BE DEFERRED TO THE NEXT  
SUBSEQUENT MEETING.

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COUNTY JUDGE'S OFFICE

**EXECUTIVE SESSION**

Travis County Commissioners Court Agenda Request

Voting Session 3 / 10 / 09  
(Date)

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

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

B. Requested Text:

**Consider and take appropriate action on the possible disposition of 0.733 acres (31,949 square feet) of unused, excess right-of-way adjacent to the TCESD Fire Station #4 on Hunters Bend Road, as requested by the Travis County Emergency Services District #4 in Precinct One.**  
(Executive Session 1 & 2)

C. Approved by: \_\_\_\_\_  
Commissioner Ron Davis, Precinct 1

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

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

<u>Joseph P. Gieselman, TNR</u>	<u>854-9383</u>	<u>Dee Heap, TNR</u>	<u>854-7647</u>
<u>Steve Manilla, P.E., TNR</u>	<u>854-9429</u>	<u>Donna Williams-Jones TNR</u>	<u>854-9383</u>
<u>Greg Chico, TNR</u>	<u>854-4659</u>	<u>Chris Gilmore, Asst. CA</u>	<u>854-9455</u>

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

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

County Attorney's Office (854-9415)

X Contract, Agreement, Policy & Procedure

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

**EXECUTIVE SESSION**Travis County Commissioners Court Agenda RequestVoting Session 3 / 10 / 09  
(Date)Work Session \_\_\_\_\_  
(Date)I. A. Request made by: Joseph P. Gieselman, TNR Phone # 854-9383  
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested Text:

**Consider and take appropriate action on an offer to sell approximately 18.5 acres of land located near S.H. 130 and U.S. Highway 71 East, for inclusion in the Onion Creek Open Space Project. (Executive Session 1 & 2)**

C. Approved by: \_\_\_\_\_  
Commissioner Margaret Gómez, Precinct 4

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

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

Joseph P. Gieselman, TNR 854-9383Greg Chico, TNR 854-4659Steve Manilla, P.E., TNR 854-9429Mike Martino, TNR 854-7646Stacey Scheffel, TNR 854-9383Donna Williams-Jones, TNR 854-9383Chris Gilmore, Asst. CA 854-9455

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

\_\_\_\_\_ Additional funding for any department or for any purpose

\_\_\_\_\_ Transfer of existing funds within or between any line item budget

\_\_\_\_\_ Grant

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

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

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

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





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COUNTY JUDGE'S OFFICE  
**Travis County Commissioners' Court Agenda Request**

09 MAR -3 PM 2: 23

Meeting Date: MARCH 10, 2009

I. A. Requestor: COMMISSIONER SARAH ECKHARDT Phone # 854-9222

B. Specific Agenda Wording:

**CONSIDER AND TAKE APPROPRIATE ACTION REGARDING  
SECURITY IMPROVEMENTS TO THE TRAVIS COUNTY  
ADMINISTRATION BUILDING. EXECUTIVE SESSION PURSUANT  
TO TEXAS GOVERNMENT CODE §551.076(1) AND §551.076(2).**

C. Sponsor:   
County Commissioner or County Judge

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

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


III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

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

County Attorney's Office (854-9415)

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

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

## Travis County Commissioners Court Agenda Request

Meeting Date: March 10, 2009

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

B. Specific Agenda Wording:

**RECEIVE LEGAL BRIEFING AND TAKE APPROPRIATE ACTION REGARDING CONTRACT WITH THE STAR OF TEXAS FAIR AND RODEO, INCLUDING CERTAIN SIGNAGE PLACED IN THE LUEDECKE ARENA AT TRAVIS COUNTY EXPOSITION CENTER.**

C. Sponsor: \_\_\_\_\_  
County Commissioner or County Judge

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

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


III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

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

County Attorney's Office (854-9415)

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

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

C2

**Travis County Commissioners Court Agenda Request**

Voting Session Tuesday, March 10, 2009 Work Session \_\_\_\_\_  
(Date) (Date)

I. A. Request made by: Gillian Porter Phone: 854-4722  
Commissioners Court Specialist  
Commissioners Court Minutes/County Clerk's Office

B. Requested Text: **Approve the Commissioners Court Minutes for the  
Voting Session of February 24, 2009**

C. Approved By:

  
\_\_\_\_\_  
Dana DeBeauvoir, Travis County Clerk

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

AGENDA REQUEST DEADLINE: This Agenda Request, complete with backup memorandum and exhibits, should be submitted to the County Judge's Office no later than 12:00 PM on Tuesday for the following week's meeting. Late or incomplete requests may be deferred to the next meeting.

## **MINUTES OF MEETING FEBRUARY 24, 2009**

### **AND RECONVENED FEBRUARY 25, 2009**

## **TRAVIS COUNTY COMMISSIONERS' COURT**

On Tuesday, the 24<sup>th</sup> day of February 2009, the Commissioners' Court convened the Voting Session at 9:13 AM in the Commissioners' Courtroom, 1<sup>st</sup> Floor of the Ned Granger Administration Building, 314 West 11<sup>th</sup> Street, Austin, Texas. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

The Commissioners Court recessed the Voting Session at 10:45 AM.

The Commissioners Court, meeting as the Northwest Travis County Road District #3 (Golden Triangle), convened at 10:45 AM and adjourned at 10:45 AM.

The Commissioners Court, meeting as the Travis County Bee Cave Road District #1 (Galleria), convened at 10:45 AM and adjourned at 10:46 AM.

The Commissioners Court, meeting as the Travis County Health Facilities Development Corporation, convened at 10:46 AM and adjourned at 10:46 AM.

The Commissioners Court, meeting as the Travis County Development Authority, convened at 10:46 AM and adjourned at 10:47 AM.

The Commissioners Court, meeting as the Capital Health Facilities Development Corporation, convened at 10:47 AM and adjourned at 10:48 AM.

The Commissioners Court, meeting as the Capital Industrial Development Corporation, convened at 10:48 AM and adjourned at 10:48 AM.

The Commissioners Court, meeting as and the Travis County Cultural Education Facilities Finance Corporation, convened at 10:48 AM and adjourned at 10:49 AM.

The Commissioners Court, meeting as the Travis County Housing Finance Corporation, convened at 10:49 AM and adjourned at 11:05 AM.

The Commissioners Court reconvened the Voting Session at 11:06 AM.

The Commissioners Court recessed the Voting Session at 11:47 AM.

The Commissioners Court reconvened the Voting Session at 1:42 PM.

The Commissioners Court retired to Executive Session at 1:43 PM.

The Commissioners Court reconvened the Voting Session at 3:52 PM.

The Commissioners Court recessed the Voting Session at 4:00 PM until Wednesday, February 25, 2008 at 9:00 AM.

The Commissioners Court reconvened the Voting Session at 9:05 AM, Wednesday, February 25, 2008.

The Commissioners Court adjourned the Voting Session at 9:05 AM, Wednesday, February 25, 2008.

**Clerk's Note:** The Court held a moment of silence in remembrance of retired Chief Deputy Dan Richards.

# PUBLIC HEARINGS

1. RECEIVE COMMENTS REGARDING A PARTIAL VACATION OF LOTS 31-35 IN THE HAMMET'S CROSSING SUBDIVISION, AS RECORDED IN VOLUME 83, PAGE 93-D AND 94-A OF THE OFFICIAL PUBLIC RECORDS. (ACTION ITEM #9) (9:13 AM)

**Clerk's Note:** This Item is a public hearing to receive comments. Please refer to Agenda Item 9 for a summary of the action item.

**Motion by Commissioner Gómez and seconded by Commissioner Davis** to open the public hearing.

<b>Motion carried:</b>	County Judge Samuel T. Biscoe	yes
	Precinct 1, Commissioner Ron Davis	yes
	Precinct 2, Commissioner Sarah Eckhardt	yes
	Precinct 3, Commissioner Karen Huber	yes
	Precinct 4, Commissioner Margaret J. Gómez	yes

**Members of the Court heard from:** Anna Bowlin, Program Manager, Planning and Engineering, Transportation and Natural Resources (TNR).

**Motion by Commissioner Gómez and seconded by Commissioner Davis** to close the public hearing.

<b>Motion carried:</b>	County Judge Samuel T. Biscoe	yes
	Precinct 1, Commissioner Ron Davis	yes
	Precinct 2, Commissioner Sarah Eckhardt	yes
	Precinct 3, Commissioner Karen Huber	yes
	Precinct 4, Commissioner Margaret J. Gómez	yes

## CITIZENS COMMUNICATION

**Members of the Court heard from:** Gus Peña, Travis County Resident; Gwendolyn Wunneraburger, Travis County Resident; and Bob Pope, Travis County Resident.  
(9:17 AM)

## CONSENT ITEMS

**Members of the Court heard from:** Mary Etta Gerhardt, Assistant County Attorney.

**Motion by Commissioner Gómez and seconded by Commissioner Huber** to approve the following Consent Items: C1-C3 and Items 2, 3, 4, 6, 7, 8, 9, 12, 13, 15, 16.A-E, 17, 18, 21, 22, 23, 24, A1, and A2. (9:27 AM)

<b>Motion carried:</b>	County Judge Samuel T. Biscoe	yes
	Precinct 1, Commissioner Ron Davis	yes
	Precinct 2, Commissioner Sarah Eckhardt	yes
	Precinct 3, Commissioner Karen Huber	yes
	Precinct 4, Commissioner Margaret J. Gómez	yes

- C1. RECEIVE BIDS FROM COUNTY PURCHASING AGENT.
- C2. APPROVE COMMISSIONERS COURT MINUTES FOR VOTING SESSION OF JANUARY 27, 2009.
- C3. APPROVE COMMISSIONERS COURT MINUTES FOR VOTING SESSION OF FEBRUARY 3, 2009.

## PURCHASING OFFICE ITEMS

2. APPROVE CONTRACT AWARD FOR PORTABLE TOILETS RENTAL AND SERVICING, IFB NO. B090088DR, TO THE LOW BIDDER, HOWSE BROTHERS SANITATION SERVICES D/B/A UNITED SITE SERVICES.  
(9:27 AM)

**Clerk's Note:** Item 2 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

3. APPROVE TWELVE-MONTH EXTENSION (MODIFICATION NO. 9) TO CONTRACT NO. 01T0069OJ, FORTE INC., FOR MEDICAL AUDIT SERVICES. (9:27 AM)

**Clerk's Note:** Item 3 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

4. APPROVE TWELVE-MONTH EXTENSION (MODIFICATION NO. 9) TO CONTRACT NO. 01T0068OJ, SEDGWICK CLAIM MANAGEMENT SERVICES, INC., FOR THE THIRD PARTY ADMINISTRATION FOR COUNTY'S SELF-FUNDED PROGRAMS FOR WORKERS COMPENSATION AND AUTO LIABILITY. (9:27 AM)

**Clerk's Note:** Item 4 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

5. APPROVE CONTRACT WITH URBAN DESIGN GROUP FOR PLANNING PHASE CONSULTING SERVICES FOR THE TRAVIS COUNTY NORTH CAMPUS. (9:13 AM)

Item 5 postponed until March 3, 2009.

6. APPROVE CONTRACT AWARD TO CONTRACT NO. Q050122LPM, INDEPENDENCE TITLE COMPANY, FOR PROFESSIONAL TITLE SERVICES FOR TRAVIS COUNTY. (9:27 AM)

**Clerk's Note:** Item 6 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

7. APPROVE CONTRACT NO. PS090132RE WITH WRIGHT HOUSE WELLNESS CENTER FOR HIV SERVICES. (9:27 AM)

**Clerk's Note:** Item 7 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

8. APPROVE CONTRACT NO. PS090131RE WITH AIDS SERVICES OF AUSTIN FOR HIV SERVICES. (9:27 AM)

**Clerk's Note:** Item 8 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.



## TRANSPORTATION AND NATURAL RESOURCES DEPT. ITEMS

9. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING A PARTIAL VACATION OF LOTS 31-35 IN THE HAMMET'S CROSSING SUBDIVISION, AS RECORDED IN VOLUME 83, PAGE 93-D AND 94-A OF THE OFFICIAL PUBLIC RECORDS. (9:27 AM)

**Clerk's Note:** Item 9 is the action item for the public hearing on Agenda Item 1.

**Clerk's Note:** Item 9 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

10. CONSIDER AND TAKE APPROPRIATE ACTION ON ADDITIONAL INITIATIVES BY TRAVIS COUNTY AND OTHER GOVERNMENTAL ENTITIES AND TRAVIS COUNTY RESIDENTS TO REDUCE GROUND LEVEL OZONE IN SUPPORT OF THE 2009 BIG PUSH INITIATIVE. (11:25 AM)

**Members of the Court heard from:** Jon White, Natural Resources Program Manager, TNR; Tom Weber, Environmental Quality Program Manager, TNR; and Adele Noel, Air Quality Project Manager, TNR.

Discussion only. No formal action taken.

Item 10 to be reposted on March 3, 2009.

11. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST FROM THE ENVISION CENTRAL TEXAS WORK GROUP FOR COMMENTS ON PROCESS AND RECOMMENDATIONS REGARDING COUNTY GROWTH MANAGEMENT AUTHORITY. (11:38 AM)

**Members of the Court heard from:** Steve Manilla, Director, Public Works, TNR; and Anna Bowlin, Program Manager, Planning and Engineering, TNR.

Discussion only. No formal action taken.

Item 11 to be reposted on March 3, 2009.

12. CONSIDER AND TAKE APPROPRIATE ACTION ON THE ACCEPTANCE OF DEDICATION OF STREET AND DRAINAGE FACILITIES IN STEINER RANCH SUBDIVISION, PHASE 1, SECTION 7A, AND A LICENSE AGREEMENT WITH THE STEINER RANCH MASTER ASSOCIATION, INC. (9:27 AM)

**Clerk's Note:** Item 12 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

13. CONSIDER AND TAKE APPROPRIATE ACTION ON A PRELIMINARY PLAN IN PRECINCT THREE: MCCORMICK RANCH PRELIMINARY PLAN (115 TOTAL LOTS). (9:27 AM)

**Clerk's Note:** Item 13 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

### HEALTH AND HUMAN SERVICES DEPT. ITEMS

14. RECEIVE UPDATE FROM TRAVIS COUNTY HEALTH AND HUMAN SERVICES AND VETERANS SERVICES ON DEVELOPMENT PROCESS FOR FISCAL YEAR 2009 SOCIAL SERVICES RFS (REQUEST FOR SERVICES) AND TAKE APPROPRIATE ACTION. (9:30 AM)

**Members of the Court heard from:** Sherri Fleming, Executive Manager, Travis County Health, Human Services, and Veterans' Services (TCHHS&VS); Joyce McDonald, Executive Director and Co-Founder, Frameworks Community Development Corporation (CDC); and Rory O'Malley, Director of Housing Development, Frameworks CDC.

Discussion only. No formal action taken.

Item 14 to be reposted on March 3, 2009.

## PLANNING AND BUDGET DEPT. ITEMS

15. CONSIDER AND TAKE APPROPRIATE ACTION ON BUDGET AMENDMENTS, TRANSFERS AND DISCUSSION ITEMS. (9:27 AM)

**Clerk's Note:** Item 15 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

16. REVIEW AND APPROVE REQUESTS REGARDING GRANT PROPOSALS, APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE:  
(9:27 AM)

- A. GRANT APPLICATION WITH THE OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION STATE 421 FUND TO IMPLEMENT A PARENTING SKILLS PROGRAM IN THE JUVENILE PROBATION DEPARTMENT;
- B. GRANT APPLICATION WITH OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION FOR THE JUVENILE ASSESSMENT CENTER GRANT IN THE JUVENILE PROBATION DEPARTMENT TO PROVIDE JUVENILES WITH A COMPREHENSIVE ADOLESCENT SEVERITY INVENTORY;
- C. GRANT APPLICATION WITH THE OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION FOR THE SAFE AND DRUG FREE SCHOOLS GRANT PROGRAM FOR JUVENILE PROBATION DEPARTMENT TO PURCHASE COGNITIVE BEHAVIOR THERAPY CURRICULUM;
- D. GRANT CONTRACT WITH THE TEXAS ASSOCIATION OF COMMUNITY ACTION AGENCIES, INC. FOR HEALTH AND HUMAN SERVICES AND VETERANS SERVICES TO PROVIDE WEATHERIZATION MEASURES AND BASIC ENERGY EDUCATION TO QUALIFIED CUSTOMERS LIVING WITHIN TRAVIS COUNTY; AND
- E. GRANT CONTRACT WITH THE AUTOMOBILE BURGLARY AND THEFT PREVENTION AUTHORITY FOR THE SHERIFF'S OFFICE TO REDUCE AUTO THEFT RATES IN THE TASK FORCE AREA.

**Clerk's Note:** Items 16.A-E approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

**ADMINISTRATIVE OPERATIONS ITEMS**

17. 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 \$411,769.22 FOR THE PERIOD OF FEBRUARY 6 TO 12, 2009. (9:27 AM)

**Clerk's Note:** Item 17 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

18. CONSIDER AND TAKE APPROPRIATE ACTION ON PROPOSED ROUTINE PERSONNEL AMENDMENTS. (9:27 AM)

**Clerk's Note:** Item 18 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

19. RECEIVE PRESENTATION FROM STAR OF TEXAS FAIR AND RODEO ON ITS HISTORY AND ON UPCOMING EVENTS. (COMMISSIONER DAVIS)  
(10:14 AM)

**Members of the Court heard from:** Gilbert Turrieta, President, Star of Texas Rodeo; Jay Evans, Past-President, Star of Texas Rodeo; and Bucky Lamb, General Manager, Star of Texas Rodeo.

Discussion only. No formal action taken.

## JUSTICE AND PUBLIC SAFETY ITEMS

20. CONSIDER AND TAKE APPROPRIATE ACTION ON INTERLOCAL AGREEMENT DESCRIBING COLLABORATIVE RELATIONSHIP BETWEEN TRAVIS COUNTY AND BASTROP-TRAVIS EMERGENCY SERVICES DISTRICT NO. 1. (10:42 AM)

**Members of the Court heard from:** Danny Hobby, Executive Manager, Travis County Emergency Services.

**Motion by** Commissioner Davis **and seconded by** Commissioner Eckhardt to approve Item 20.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

21. CONSIDER AND TAKE APPROPRIATE ACTION ON A LETTER TO THE STATE DIVISION OF EMERGENCY MANAGEMENT REQUESTING AN EXTENSION OF TIME FOR COMPLETING THE 2006 LAW ENFORCEMENT TERRORISM PREVENTION PROGRAM GRANT. (9:27 AM)

**Clerk's Note:** Item 21 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

## OTHER ITEMS

22. APPROVE PAYMENT OF CLAIMS AND AUTHORIZE COUNTY TREASURER TO INVEST COUNTY FUNDS. (9:27 AM)

**Clerk's Note:** Item 22 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

23. CONSIDER AND TAKE APPROPRIATE ACTION ON THE APPOINTMENT OF BARKER KEITH II TO EMERGENCY SERVICES DISTRICT NO. 6 BOARD. (COMMISSIONER HUBER) (9:27 AM)

**Clerk's Note:** Item 23 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

24. CONSIDER AND TAKE APPROPRIATE ACTION ON AMENDMENT OF INTERLOCAL AGREEMENT WITH AUSTIN INDEPENDENT SCHOOL DISTRICT FOR OUT-OF-SCHOOL PROGRAM SERVICES. (9:27 AM)

**Clerk's Note:** Item 24 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

**Clerk's Note:** The County Judge noted that the County would be sending the money directly to the Austin Independent School District.

**AT 11:00 A.M.**

25. CONSIDER AND TAKE APPROPRIATE ACTION ON LEGISLATIVE MATTERS, INCLUDING: (11:06 AM)
- A. UPDATE ON LEGISLATION RELATING TO JUVENILE JUSTICE ISSUES IN THE 81<sup>ST</sup> TEXAS LEGISLATURE;
  - B. TRAVIS COUNTY'S POSITION AND STRATEGY REGARDING LEGISLATION RELATING TO EMINENT DOMAIN AND CONDEMNATION; AND
  - C. HOUSE BILL 78, HOUSE BILL 117 AND SENATE BILL 253 - RELATING TO THE AMOUNT OF A COUNTY EXPENDITURE FOR WHICH COMPETITIVE BIDDING IS REQUIRED.

**Clerk's Note:** Items 25.A-C are associated with one another and were called for concurrent discussion.

**Members of the Court heard from:** Deece Eckstein, Intergovernmental Relations Officer; Kevin Morse, Assistant County Attorney; Gary Martin, Assistant County Attorney; John Hille, Assistant County Attorney; and Cyd Grimes, Travis County Purchasing Agent.

**Clerk's Note:** The Court discussed supporting legislation relating to the amount of a county expenditure for which competitive bidding is required.

**Motion by** Commissioner Gómez **and seconded by** Commissioner Davis to support the legislation.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

**Clerk's Note:** The County Judge noted that by approving Item 25.C the Court supports increasing the amount of a county expenditure for which competitive bidding is required from \$25,000.00 to \$50,000.00.

Item 25.A postponed until March 3, 2009.

Item 25.B was discussion only. No formal action taken.

Item 25.B to be reposted on March 3, 2009.

26. CONSIDER AND TAKE APPROPRIATE ACTION ON THE ASSIGNMENT OF A LEASE AGREEMENT WITH THE AUSTIN GERIATRIC CENTER, INC. FOR THE RBJ DENTAL FACILITY FROM THE CITY OF AUSTIN TO THE TRAVIS COUNTY HEALTHCARE DISTRICT. (10:35 AM)

**Members of the Court heard from:** Trish Young, President and Chief Executive Officer, Travis County Healthcare District.

**Motion by** Commissioner Eckhardt **and seconded by** Commissioner Huber to approve Item 26.

**Motion carried:** County Judge Samuel T. Biscoe yes  
 Precinct 1, Commissioner Ron Davis yes  
 Precinct 2, Commissioner Sarah Eckhardt yes  
 Precinct 3, Commissioner Karen Huber yes  
 Precinct 4, Commissioner Margaret J. Gómez yes

27. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING TRANSFERS OF REAL PROPERTY TO THE TRAVIS COUNTY HEALTHCARE DISTRICT FROM THE CITY OF AUSTIN: (10:37 AM)

- A. DAVID POWELL COMMUNITY HEALTH CENTER;
- B. MONTOPOLIS COMMUNITY HEALTH CENTER (BUILDING ONLY); AND
- C. FOUR TRACTS OF LAND GIFTED FOR THE BENEFIT OF BRACKENRIDGE BY NELSON PUETT, JR. (PUETT TRACTS).

**Clerk's Note:** Items 27.A-C are associated with one another and were called for concurrent discussion.

**Members of the Court heard from:** Trish Young, President and Chief Executive Officer, Travis County Healthcare District.

**Motion by** Judge Biscoe **and seconded by** Commissioner Eckhardt to approve Items 27.A-C.

**Motion carried:** County Judge Samuel T. Biscoe yes  
 Precinct 1, Commissioner Ron Davis abstain  
 Precinct 2, Commissioner Sarah Eckhardt yes  
 Precinct 3, Commissioner Karen Huber yes  
 Precinct 4, Commissioner Margaret J. Gómez yes



28. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING LEASE AGREEMENTS BY THE TRAVIS COUNTY HEALTHCARE DISTRICT FOR THE COMMUNITY HEALTH CENTERS CURRENTLY OWNED BY THE CITY OF AUSTIN: (10:39 AM)
- A. A K BLACK COMMUNITY HEALTH CENTER;
  - B. ROSEWOOD-ZARAGOSA COMMUNITY HEALTH CENTER;
  - C. SOUTH AUSTIN COMMUNITY HEALTH CENTER;
  - D. MONTOPOLIS COMMUNITY HEALTH CENTER - LONG TERM GROUND LEASE;
  - E. EAST AUSTIN COMMUNITY HEALTH CENTER;
  - F. AUSTIN RESOURCE CENTER FOR THE HOMELESS; AND
  - G. RBJ BUILDING, COMMUNITY HEALTH CENTER ADMINISTRATIVE OFFICES, 5<sup>TH</sup> FLOOR.

**Clerk's Note:** Items 28.A-G are associated with one another and were called for concurrent discussion.

**Members of the Court heard from:** Trish Young, President and Chief Executive Officer, Travis County Healthcare District; Tenley Aldredge, Assistant County Attorney; and Sarah F. Churchill, Assistant County Attorney.

**Motion by** Commissioner Huber **and seconded by** Judge Biscoe to approve Item 28.A-G.

<b>Motion carried:</b> County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	abstain
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

## EXECUTIVE SESSION ITEMS

Note 1 Gov't Code Ann 551.071, Consultation with Attorney

Note 2 Gov't Code Ann 551.072, Real Property

Note 3 Gov't Code Ann 551.074, Personnel Matters

The Commissioners Court will consider the following items in Executive Session. The Commissioners Court may also consider any other matter posted on the agenda if there are issues that require consideration in Executive Session and the Commissioners Court announces that the item will be considered during Executive Session.

29. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING POSSIBLE SALE OF COUNTY-OWNED LAND OFF FM 969 IN EAST AUSTIN. <sup>1 AND 2</sup>  
(9:13 AM)

**Clerk's Note:** Judge Biscoe announced that Item 29 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

Item 29 postponed until March 3, 2009.

30. CONSIDER AND TAKE APPROPRIATE ACTION ON STAR OF TEXAS FAIR AND RODEO CONTRACT AMENDMENTS INCLUDING THE 2009 OPERATING AGREEMENT, 1989 SUB-LEASE AGREEMENT AND 1995 CONCESSION CONTRACT. <sup>1 AND 2</sup> (1:43 PM) (3:52 PM)  
(9:05 AM, Wednesday, February 25, 2009)

**Clerk's Note:** Judge Biscoe announced that Item 30 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

**Motion by** Judge Biscoe **and seconded by** Commissioner Davis that we approve Amendment 1 to the concession contracts and Amendment Number 2 to the Sublease Agreement; and that we, basically, indicate our intention to recess this one Item at the close of today's meeting, February 24, 2009, until tomorrow, February 25, 2009, to give the Star of Texas Rodeo representatives an opportunity to look at the proposed amendments, and if everything is in agreement we'll let them stay as they are, if there are recommended changes we will have an opportunity to discuss them tomorrow morning, and let's say at 9:00 AM, but we will take the Motion to recess later.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

**Clerk's Note:** The Court revisited Item 30 at 9:05 AM, Wednesday, February 25, 2009, and discussed the minor changes the Star of Texas Rodeo representatives requested after the previous Motion on Tuesday, February 24, 2009.

**Motion by** Judge Biscoe **and seconded by** Commissioner Gómez to approve this document and that we authorize the County Judge to sign on behalf of the Commissioners Court.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	absent
Precinct 2, Commissioner Sarah Eckhardt	absent
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

31. RECEIVE LEGAL ADVICE FROM AND GIVE DIRECTION TO COUNTY ATTORNEY REGARDING OFFER TO SETTLE CLAIMS AGAINST VALDEZ REMODELING AND WEATHERIZATION, INC. AND NAUTILUS INSURANCE COMPANY (OPHELIA MILICIA CLAIM). <sup>1</sup> (1:43 PM) (3:53 PM)

**Clerk's Note:** Judge Biscoe announced that Item 31 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

**Motion by Judge Biscoe and seconded by Commissioner Eckhardt** that we accept the counter to the counter-offer in the amount of \$75,000.00 payable to the County; and that we exercise appropriate releases and settlement documents; that we authorize the County Judge to sign those on behalf of the Court if they are routine.

**Motion carried:** County Judge Samuel T. Biscoe yes  
 Precinct 1, Commissioner Ron Davis yes  
 Precinct 2, Commissioner Sarah Eckhardt yes  
 Precinct 3, Commissioner Karen Huber yes  
 Precinct 4, Commissioner Margaret J. Gómez yes

32. RECEIVE LEGAL BRIEFING FROM COUNTY ATTORNEY AND OUTSIDE COUNSEL, RENE A HICKS, ESQ. AND TAKE APPROPRIATE ACTION REGARDING THE MATTER OF NORTHWEST AUSTIN M.U.D. V. HOLDER IN THE SUPREME COURT OF THE UNITED STATES. <sup>1</sup> (1:43 PM) (3:54 PM)

**Clerk's Note:** Judge Biscoe announced that Item 32 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

**Motion by Judge Biscoe and seconded by Commissioner Davis** that we authorize an additional \$25,000.00, which includes \$2,500.00 in expenses; that the source of funding be the Allocated Reserve, and that is to cover legal services.

**Motion carried:** County Judge Samuel T. Biscoe yes  
 Precinct 1, Commissioner Ron Davis yes  
 Precinct 2, Commissioner Sarah Eckhardt yes  
 Precinct 3, Commissioner Karen Huber yes  
 Precinct 4, Commissioner Margaret J. Gómez yes

Item 32 to be reposted March 3, 2009.

33. RECEIVE LEGAL BRIEFING AND TAKE APPROPRIATE ACTION ON STATUTORY REQUIREMENTS UNDER LOCAL GOVERNMENT CODE 157.022 REGARDING TREATMENT OF OVERTIME FOR CERTAIN PEACE OFFICERS. <sup>1</sup> (1:43 PM) (3:55 PM)

**Clerk's Note:** Judge Biscoe announced that Item 33 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Discussion only. No formal action taken.

Item 33 to be reposted March 3, 2009.

34. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING NEW LEASES BETWEEN TRAVIS COUNTY AND THE TRAVIS COUNTY HEALTHCARE DISTRICT FOR COUNTY OWNED CLINICS. <sup>1 AND 2</sup> (1:43 PM) (3:55 PM)

**Clerk's Note:** Judge Biscoe announced that Item 34 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

**Members of the Court heard from:** John Hille, Assistant County Attorney.

Discussion only. No formal action taken.

Item 34 to be reposted on March 3, 2009.

### ADDED ITEMS

- A1. REAPPOINT PAULA BARR TO SERVE AS A PRECINCT THREE REPRESENTATIVE ON THE BOARD OF EMERGENCY SERVICES DISTRICT NO. 6, EFFECTIVE IMMEDIATELY THROUGH DECEMBER 31, 2010. (COMMISSIONER HUBER) (9:27 AM)

**Clerk's Note:** Item A1 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

- A2. REAPPOINT NORA JACKSON, MAY SCHMIDT AND ROSEMARY MORROW TO SERVE AS PRECINCT TWO REPRESENTATIVES ON THE TRAVIS COUNTY HISTORICAL COMMISSION, EFFECTIVE IMMEDIATELY THROUGH JANUARY 31, 2011. (COMMISSIONER ECKHARDT) (9:27 AM)

**Clerk's Note:** Item A2 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

- A3. CONSIDER AND TAKE APPROPRIATE ACTION ON FIFTH AMENDMENT TO INTERLOCAL AGREEMENT FOR SERVICES WITH THE TRAVIS COUNTY HEALTHCARE DISTRICT. (9:30 AM)

**Motion by Judge Biscoe and seconded by Commissioner Gómez to approve Item A3.**

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	present but not voting
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

## ADJOURNMENT

**Motion by Judge Biscoe and seconded by Commissioner Gómez to adjourn the Voting Session. (9:06 AM, Wednesday, February 25, 2009)**

<b>Motion carried:</b>	County Judge Samuel T. Biscoe	yes
	Precinct 1, Commissioner Ron Davis	absent
	Precinct 2, Commissioner Sarah Eckhardt	absent
	Precinct 3, Commissioner Karen Huber	yes
	Precinct 4, Commissioner Margaret J. Gómez	yes

**MINUTES APPROVED BY THE COMMISSIONERS' COURT**

Date of Approval

**Samuel T. Biscoe, Travis County Judge**

**TRAVIS COUNTY HOUSING FINANCE CORPORATION**  
**AGENDA REQUEST**

Work Session \_\_\_\_\_ Voting Session March 10, 2009 Executive Session \_\_\_\_\_  
Date Date Date

- I. A. Request made by: Samuel T. Biscoe, President  
(Elected Official/Appointed Official/Executive Manager/County Attorney)
- B. Requested Text: Consider and take appropriate action on request to approve an amended Resolution for funding from the Texas Department of Housing and Community Affairs for a 2009/2011 HOME Tenant Based Rental Assistance Program.

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

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

III. Required Authorizations: Please check if applicable.

Planning and Budget Office (473-9106)  
\_\_\_\_ Additional funding for any department or for any purpose  
\_\_\_\_ Transfer of existing funds within or between any line item  
\_\_\_\_ Grant

Human Resources Department (473-9165)  
\_\_\_\_ A change in your department's personnel (reclassifications, etc)

Purchasing Office (473-9700)  
\_\_\_\_ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (473-9415)  
\_\_\_\_ Contract, Agreement, Policy & Procedure



AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to the County Judge's office in writing by 5:00 PM on Mondays for the next week's meeting. Late or incomplete requests may be deferred to the next meeting.

## TRAVIS COUNTY HOUSING FINANCE CORPORATION

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DATE: February 10, 2009

TO: Board of Directors

FROM: Harvey L. Davis, Manager   
Miguel Gonzalez, Senior Financial Analyst 

SUBJECT: 2009/2011 Tenant Based Rental Assistance Program

### **Summary and Background Information:**

The purpose of this agenda item is to request Board approval of an amended Resolution for the grant application to the Texas Department of Housing and Community Affairs (TDHCA) for a 2009/2011 Tenant Based Rental Assistance ("TBRA") Program.

The Resolution you approved on February 10, 2009 stated the Corporation intended to apply for a \$312,000 grant. The amended Resolution states that the Corporation intends to apply for a \$336,000 grant.

TDHCA allows a 4% administration fee per year instead of per grant. The grant is a 3-year grant. The \$24,000 increase is in response to a recent rule change allowing the Corporation to receive additional revenue to cover the costs of implementing the grant.

The allowable administration fee is \$36,000 ( $\$300,000 \text{ grant} \times 4\% = \$12,000/\text{yr.} \times 3 \text{ yrs} = \$36,000$ ).

cc: Rodney Rhoades, Executive Manager, Planning and Budget  
Sherri Fleming, Executive Manager, Health and Human Services  
Leroy Nellis, Budget Manager, Planning and Budget  
Mary Mayes, Assistant Manager



## **RESOLUTION**

### **A RESOLUTION DESIGNATING THE DOLLAR AMOUNT OF:**

- 1. HOME funds being requested;**
- 2. Cash reserve funds**

### **FOR THE PROPOSED AWARD FROM THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS FOR A 2009-2011 TENANT BASED RENTAL ASSISTANCE PROGRAM**

**WHEREAS**, the Travis County Housing Finance Corporation is intending to apply to the Texas Department of Housing and Community Affairs for a \$336,000 grant to provide rental and security deposit assistance for low and moderate income families for up to two years who agree to participate in a self-sufficiency program; the living unit must be located within Travis County (but not within the City of Austin);

**THEREFORE, BE IT RESOLVED BY THE TRAVIS COUNTY HOUSING  
FINANCE CORPORATION, THAT:**

**RESOLVE**, that the Travis County Housing Finance Corporation does hereby designate \$30,000 from its general fund to be used as a revolving cash reserve account to provide timely rent and security deposit payments, with the understanding that reimbursements from TDHCA will be used to replenish the account until such time as the entire project is complete.

**RESOLVE FURTHER**, that the Board of the Travis County Housing Finance Corporation does hereby approve the HOME Investment Partnership Program, Tenant Based Rental Assistance, 2009-2011 Program Design, as amended, for inclusion in the grant application to TDHCA for their approval and acceptance and to serve as the basis for the Program if said Program is funded by TDHCA; and

**RESOLVE FURTHER** that the Travis County Housing Finance Corporation does hereby authorize Samuel T. Biscoe, President, to execute the HOME grant application to, and if awarded, the HOME agreement with, the Texas Department of Housing and Community Affairs for the 2009-2011 HOME Tenant Based Rental Assistance Program.

**SIGNED** this 10th day of March 2009

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JUDGE SAMUEL T. BISCOE  
PRESIDENT

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KAREN HUBER  
TREASURER

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SARAH ECKHARDT  
VICE PRESIDENT

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RON DAVIS  
ASSISTANT SECRETARY

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MARGARET GOMEZ  
SECRETARY

**TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION.**  
**TRAVIS COUNTY HOUSING FINANCE CORPORATION**  
**CAPITAL INDUSTRIAL DEVELOPMENT CORPORATION**  
**CAPITAL HEALTH FACILITIES DEVELOPMENT CORPORATION**  
**TRAVIS COUNTY DEVELOPMENT AUTHORITY**  
**TRAVIS COUNTY CULTURAL EDUCATION FACILITIES FINANCE CORPORATION**  
**AGENDA REQUEST**

Work Session \_\_\_\_\_ Voting Session March 10, 2009 Executive Session \_\_\_\_\_  
Date Date Date

- I. A. Request made by: Samuel T. Biscoe, President  
Elected Official
- B. Requested Text: Consider and take appropriate action on request to approve representation letter to be provided to Deloitte & Touche, LLP regarding FY08 annual financial audit.

Approved by: \_\_\_\_\_  
Signature of Samuel T. Biscoe, President

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


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\_\_\_\_ Bid, Purchase Contract, Request for Proposal, Procurement
- County Attorney's Office (473-9415)  
\_\_\_\_ Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to the County Judge's office in writing by 5:00 PM on Tuesdays for the next week's meeting. Late or incomplete requests may be deferred to the next meeting.

**TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION  
TRAVIS COUNTY HOUSING FINANCE CORPORATION  
CAPITAL INDUSTRIAL DEVELOPMENT CORPORATION  
CAPITAL HEALTH FACILITIES DEVELOPMENT CORPORATION  
TRAVIS COUNTY DEVELOPMENT AUTHORITY  
TRAVIS COUNTY CULTURAL EDUCATION FACILITIES FINANCE  
CORPORATION**

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DATE: March 10, 2009  
TO: Board of Directors  
FROM: Harvey L. Davis, Manager   
SUBJECT: Representation Letter for Deloitte & Touche LLP

**Summary and Background Information:**

Our outside auditors, Deloitte & Touche LLP, request a management representation letter at the end of the audit. The letter basically represents that all material financial matters have been disclosed to them.

We have reviewed the letter and recommend approval.

Cc: Cliff Blount, Attorney  
Rodney Rhoades, Executive Manager, Planning and Budget  
Leroy Nellis, Budget Manager  
Mary Mayes, Assistant Manager

**TRAVIS COUNTY HOUSING FINANCE CORPORATION**  
**TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION**  
**CAPITAL INDUSTRIAL DEVELOPMENT CORPORATION**  
**CAPITAL HEALTH FACILITIES DEVELOPMENT CORPORATION**  
**TRAVIS COUNTY DEVELOPMENT AUTHORITY**  
**TRAVIS COUNTY CULTURAL EDUCATION FACILITIES FINANCE CORPORATION**

February 25, 2009

Deloitte & Touche LLP  
400 West 15<sup>th</sup> Street, Suite 1700  
Austin, Texas 78701-1648

We are providing this letter in connection with your audit of the accompanying financial statements of Travis County (the "County"), as of and for the year ended September 30, 2008, which will include the Capital Health Facilities Development Corporation, Capital Industrial Development Corporation, Travis County Housing Finance Corporation, Travis County Health Facilities Development Corporation, Travis County Development Authority and the Travis County Cultural Education Facilities Finance Corporation (collectively, the "Corporations") as blended component units of the County, for the purpose of expressing an opinion as to whether the basic financial statements present fairly, in all material respects, the financial position, results of operations or changes in fund balances, and cash flows of the County in conformity with accounting practices prescribed in Chapter 2264, Texas Government Code ("Chapter 2264"), Financial Accounting and Reporting (the "Statutory Basis"). The representations within this letter relate to the financial information of the Corporations, as included as blended component units of the basic financial statements of the County.

We confirm that we are responsible for the following:

- a. The fair presentation in the basic financial statements of financial position of the governmental activities in conformity with the Statutory Basis, a comprehensive basis of accounting other than accounting principles generally accepted in the United States of America ("GAAP").
- b. The design and implementation of programs and controls to prevent and detect fraud, including fraud related to federal and state awards.

- c. Establishing and maintaining effective internal control over financial reporting.

We confirm, to the best of our knowledge and belief, the following representations made to you during your audit.

1. The Corporations financial statements referred to above are fairly presented in conformity with the Statutory Basis, a comprehensive basis of accounting other than GAAP. In addition, in all material respects, the financial statements properly classify all funds and activities.
2. We have no knowledge of any fraud or suspected fraud affecting the Corporations involving (a) management, (b) employees who have significant roles in internal control over financial reporting, or (c) others if the fraud could have a material effect on the financial statements.
3. We have no knowledge of any allegations of fraud or suspected fraud affecting the Corporations received in communications from employees, former employees, analysts, regulators, short sellers, or others.
4. The Corporations have made available to you all:
  - a. Summaries of actions of the governing body.
  - b. Records and related data for all financial transactions of the Corporations and for all funds administered by the Corporations. The records, books, and accounts, as provided to you, record the financial and fiscal operations of all funds administered by the Corporations and provide the audit trail to be used in a review of accountability. Information presented in financial reports is supported by the books and records from which the financial statements have been prepared.
  - c. Contracts and grant agreements (including amendments, if any) and any other correspondence that has taken place with federal agencies.
5. There has been no:
  - a. Action taken by management that contravenes the provisions of federal laws and State of Texas laws and regulations, or of contracts and grants applicable to the Corporations.
  - b. Communication from other regulatory agencies concerning noncompliance with or deficiencies in financial reporting practices or

other matters that could have a material effect on the financial statements.

6. There are no unasserted claims or assessments that legal counsel has advised us are probable of assertion and must be disclosed in accordance with Financial Accounting Standards Board ("FASB") Statement No. 5, *Accounting for Contingencies*.
7. Management has identified and disclosed to you all laws and regulations that have a direct and material effect on the determination of financial statement amounts.

Except where otherwise stated below, matters less than \$5,000 collectively are not considered to be exceptions that require disclosure for the purpose of the following representations. This amount is not necessarily indicative of amounts that would require adjustment to or disclosure in the financial statements.

8. The Corporations have no plans or intentions that may affect the carrying value or classification of assets and liabilities.
9. The following, to the extent applicable, have been appropriately identified, properly recorded, and disclosed in the financial statements:
  - a. Related-party transactions and associated amounts receivable or payable, including sales, purchases, loans, transfers, leasing arrangements, and guarantees (written or oral).
  - b. Guarantees, whether written or oral, under which the Corporations are contingently liable.
10. No department or agency of the Corporations has reported a material instance of noncompliance to us.
11. The Corporations have satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset been pledged as collateral.
12. There are no known material transactions that have not been properly recorded in the accounting records underlying the financial statements.
13. The Corporations have complied with all aspects of contractual agreements that may have an effect on the financial statements in the event of noncompliance.
14. Other than those disclosed in the financial statements, no events have

occurred subsequent to September 30, 2008 that require consideration as adjustments to or disclosures in the financial statements.

15. Management has disclosed whether, subsequent to September 30, 2008, any changes in internal control or other factors that might significantly affect internal control, including any corrective action taken by management with regard to significant deficiencies and material weaknesses, have occurred.
16. In estimating fair values of certain assets and liabilities, such as those investments subject to reporting at fair value under Governmental Accounting Standards Board Statement No. 31, *"Accounting and Financial Reporting for Certain Investments and for External Investment Pools,"* we believe that the market assumptions used were the most appropriate for the circumstances based on information available as of September 30, 2008.
17. In all material respects, all conduit debt of the Corporations has been disclosed in the County's basic financial statements.

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Samuel T. Biscoe  
Director

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Ron Davis  
Director

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Sarah Eckhardt  
Director

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Karen Huber  
Director

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Margaret Gomez  
Director

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Rodney Rhoades  
Executive Manager, PBO

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Harvey Davis  
Corporations Administrator

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Leroy Nellis  
Budget Director